DOVER HUMAN RELATIONS COMMISSION WORKSHOP

The Dover Human Relations Commission (DHRC) Workshop was held on May 25, 2017 at 6:03 p.m. with Chairman Henderson presiding. Members present were Mr. Fleming, Mr. Gaddis, Ms. Mullen, Reverend Paige, and Mrs. Herbert. Staff members present were City Solicitor Rodriguez (departed at 6:49 p.m.) and Mrs. Stein.

AGENDA ADDITIONS/DELETIONS

Mr. Gaddis moved for approval of the agenda, seconded by Mr. Fleming and unanimously carried.

Welcome - Explanation of Purpose of Workshop (Henderson)

Mr. Henderson welcomed members to the DHRC Workshop.

DHRC Authority and Holding of Meetings (Nicholas Rodriguez, City Solicitor)

Mr. Nicholas Rodriguez, City Solicitor, advised members that the DHRC was formed in 2001, consisted of 15 members at that time, and currently had nine (9) members. He explained that the DHRC is an advisory commission and is to provide advice based upon the jurisdiction of the Commission as stated in the Code. Mr. Rodriguez indicated that the DHRC is similar to the State Human Relations Commission (SHRC), which is also an advisory commission and reports directly to the General Assembly and the Governor. He noted that neither the DHRC nor the SHRC is a decision-making body. Mr. Rodriguez stated that two (2) members of the DHRC are appointed to each of the four (4) City election districts and one (1) serves at large, and appointments are made by the Council President and approved by Council. He indicated that members are appointed for three-year staggered terms, and five (5) members constitute a quorum, which enables the Commission to do business. He indicated that DHRC meetings are to be held at City Hall on a quarterly basis and the Commission is to submit quarterly reports, as well as an annual report at the end of the year. Mr. Rodriguez advised that the DHRC is guided by the Freedom of Information Act (FOIA) and the City Clerk's Office helps with notice of meetings. He explained that there are no restrictions on reappointment; therefore, members can serve consecutive terms.

Mr. Rodriguez reviewed several of the questions that had come up in the past regarding whether or not the DHRC had jurisdiction. He stated that a question had arisen about whether the DHRC could investigate a bill being decided by the General Assembly, noting that senators or representatives had asked the DHRC about this. Mr. Rodriguez stated that DHRC should not become involved in politics at all; however, if a bill arose dealing with civility or affecting the DHRC's jurisdiction, the Commission could report this to Council.

Mrs. Herbert advised that she had attended an SHRC meeting this month when a bill on homelessness was considered. She explained that those presenting the bill were trying to get the SHRC to make a statement about it; however, the SHRC was only comfortable stating that homeless people have rights. Mr. Rodriguez indicated that this matter would come under the DHRC's jurisdiction on an advisory basis, but they should not become involved in supporting a bill. Mrs. Herbert stated that this is what the SHRC decided. Mr. Rodriguez advised members in this type of situation to notify the Council President that there is a bill that affects the jurisdiction.

Reverend Paige questioned, for example, if she could speak out against the death penalty. In response, Mr. Rodriguez explained that she could do this as an individual but not as a member of the Commission.

Mr. Rodriguez cited a situation when a Commissioner had missed a number of meetings and it was questioned if the DHRC could remove that Commissioner. He explained that the Commission could not do this and that removal could only be done at the recommendation of the Council President and with the concurrence of Council for substantial neglect of duty or gross misconduct in office, noting that missing a number of meetings would be considered substantial neglect of duty.

Mr. Rodriguez indicated that when the DHRC's structure had included 15 members, they were unable to obtain that number of Commissioners and wanted to run an ad in local newspapers to find people interested in serving. He advised that advertising was acceptable if it was paid for individually out of pocket. Mr. Henderson asked if such advertising could be paid out of the DHRC's budget, and Mr. Rodriguez indicated that it could probably be; however, there may not have been money available in that particular case. He noted that the advertising strategy had worked well and resulted in a number of names that were submitted to the Council President and reviewed by Council. *(City Clerk's Office Note: In a legal opinion dated July 30, 2008, Mr. Rodriguez advised that ". . . the Commission itself has no power or authority to appoint or recruit new members. This is left completely up to the Mayor and Council. Newspaper advertising by the Commission for new members I think not only tends to invade the power and authority of the Mayor and Council but is not a necessary expense or expenditure, assuming that the newspaper advertisements are paid for out of funds budgeted for the Commission. . . .")*

Referring to Section 58-33(e) Functions limited of the Dover Code, Mr. Rodriguez explained that the DHRC has no jurisdiction over matters that are assigned by law or decree to other governmental bodies. He noted that previously a complaint was received from an employee of Delaware State University (DSU) who indicated that they had been terminated based on race, which was a private matter between the employee and the University over which the DHRC had no jurisdiction. Mr. Rodriguez advised that this was also true of matters that must go through the court system or other governmental bodies. He stated that there had also been complaints about an employee of the City of Dover who was terminated, and this had to be handled through the City's grievance procedure.

Mrs. Herbert stated that the National Council on Life and Labor Research (NCALL) was trying to bring different groups together and had just held a "Bridge the Divide Community Café" at Wesley College that included the SHRC, Wesley College, and DSU. She stated that the DHRC had been left out of the forum and asked if the Commission could participate in such community events, noting that another forum was coming up. Mr. Rodriguez stated that this would not be a problem.

Mr. Rodriguez informed members that there had also been a complaint about a termination in the private sector, and the DHRC had no jurisdiction over this. He stated that the individual would have to go to court and sue the employer if they thought this was necessary. Mr. Rodriguez explained that

another individual had not liked the assessment placed against her home, which she stated was based on race. He noted that she had the right to appeal the assessment through the City's Board of Assessment Appeals. Mr. Rodriguez indicated that this individual complained that her car was damaged by the City when painting in the area and that this was systematic abuse of police power and discrimination based on national origin. He explained that it was up to this individual or her husband to sue the City for damage to her vehicle.

Mr. Rodriguez advised that there had been an assault involving the Police Department, and this was something to be handled by the Police Department and not the DHRC. He indicated that there had been an attempted murder, three (3) different people had claimed that they had been threatened to be killed, and this had to be handled by the Police Department or Attorney General's Office.

Mr. Gaddis asked what Commissioners should do if a complaint is brought to one (1) of them. Responding, Mr. Rodriguez stated his belief that members would have a duty to give the complaint to the Commission to make a decision whether or not it was within the DHRC's jurisdiction, and he offered to provide a legal opinion if they had a question. He noted that in a situation where members know definitely that a complaint is beyond their jurisdiction, such as a murder, they could state that the DHRC is an advisory board and this does not fall within their jurisdiction.

Mr. Henderson noted that he, like Reverend Paige, is a pastor and would act as a citizen in a critical situation, such as a murder or something that is life threatening. He noted that he is associated with the Interdenominational Ministerial Alliance (IMA), which was involved in a number of social action initiatives relating to things like fair employment and the hiring of the City of Dover Police Chief. Mr. Henderson stated that he did not feel that he was "frozen" from acting. He indicated that he considered serving on the DHRC as an additional responsibility for which he would have to go through channels.

Mrs. Herbert advised that she was new to the Commission. Referring to Section C.2 of the City of Dover Human Relations Strategic Plan - 2015-2018, she noted that this goal was to "Develop an understanding with the State Human Relations Commission that will delineate the roles and procedures of the two Commissions in the solution of alleged discrimination complaints which fall within the jurisdiction of the State Human Relations Commission and identify and maintain specific ways the two Commissions will work together." She expressed confusion, stating that it seemed that the DHRC was to advise the SHRC if an issue arose; however, it sounded to her that most things should go to City Council, and she noted that she had gotten two (2) kinds of answers to this question when she spoke to members of the SHRC. Mrs. Herbert asked if the DHRC is supposed to advise the State Commission of problems the DHRC is experiencing, since the DHRC Strategic Plan indicated that the two (2) Commissions were supposed to work together. She advised that she was obtaining the names and phone numbers of people with whom she could talk regarding setting up sharing with the SHRC but did not wish to do this if the DHRC was not supposed to do so.

Mr. Rodriguez noted that the SHRC is an advisory commission, as the DHRC is.

Mrs. Herbert stated that it sounded as if the DHRC was supposed to advise Council, who would then decide who has jurisdiction. Responding, Mr. Rodriguez advised that he did not think this was necessary. He stated that if members were dealing with an issue that was beyond the DHRC's jurisdiction or had questions that they felt must be answered by the State, members could bring them up with the SHRC. He provided a handout regarding State legislation relating to the creation of the SHRC and describing its jurisdiction ***(Attachment #1)***.

Reverend Paige stated that the SHRC can investigate complaints of discrimination, which the DHRC cannot do. Mr. Rodriguez advised that the SHRC was given subpoena power; therefore, if they want to hear from witnesses in regard to complaints, they have the right to subpoena individuals to come before them to give testimony. He stated that subpoena power for the DHRC was previously brought up and Council decided that it was not necessary. Mr. Rodriguez indicated that members may want to bring this issue up again; otherwise, if they were investigating a matter and asked a private person to come voluntarily, this person would not have to do so. He noted that, if the DHRC had subpoena power, individuals would be required to come before the Commission. Mr. Rodriguez stated that he did not know Council's thoughts on this, but subpoena power was probably something that members ought to have, and they could make that request to the Council President if they wanted to do so. He noted that they could utilize the fact that the SHRC has this power, stating that this was the only way the DHRC could fully develop an investigation.

Mrs. Herbert stated her understanding that a lack of resources for the DHRC had been mentioned. Mr. Rodriguez indicated that this may be so; however, he stated that Commissioners' positions were becoming more important all the time. He stated that the current times were more troubling than any he had ever seen, which made the DHRC's position more important in trying to solve the problems.

Reverend Paige expressed her belief that the missions of the SHRC and DHRC should walk together, noting that the SHRC has jurisdiction over the State and the DHRC over the corporate City. Responding, Mr. Rodriguez indicated that this was well put and that the commissions' jurisdictions were the same, except that DHRC's powers were limited to the City of Dover and the SHRC covers the State of Delaware. He stated that he thought the two (2) commissions were basically the same in their purpose and jurisdictions and both were advisory boards, with the SHRC advising the General Assembly and Governor and the DHRC advising the Council and Mayor.

Mrs. Herbert asked if everything in the Strategic Plan had to stay in there, stating that there were several things that did not seem to make sense. She noted if that if the SHRC and DHRC were working separately, she could see why they would communicate, but if they were performing the same functions, with one (1) covering Dover and the other covering the whole State, she stated that they would not really be interacting.

Mr. Rodriguez expressed his belief that Mrs. Herbert was right, stating that there had been occasions in the past when the DHRC wanted to ask the SHRC how they thought the DHRC should act. He indicated that the Commission could do this because the SHRC's jurisdiction is Statewide, which would cover the City of Dover.

Mr. Rodriguez stated that Councilman Sudler had previously served as Chair of the DHRC, did a fantastic job, and in 2012 held public meetings that covered two (2) critical topics: decreasing hate crimes in Dover and gang violence and organizations. He explained that Mr. Sudler had set up public meetings that were advertised and had knowledgeable speakers come, which Mr. Rodriguez stated was a very good thing to do. Mr. Rodriguez suggested that members read the 2012 DHRC Annual Report to City Council ***(Attachment #2)***, which was very comprehensive.

Mr. Henderson asked if it was important for Commissioners to have a closer relationship with Council, and Mr. Rodriguez stated that he thought this would be good.

Mr. Rodriguez advised that if members had any questions or matters to discuss, he would be happy to come to future meetings.

Mr. Henderson asked what goes through the minds of City Council members when selecting a DHRC Commissioner. Responding, Mr. Rodriguez noted that factors are included in Chapter 58 - Human Relations Commission, of the Dover Code. Mr. Henderson pointed out that Sections 58-32(b) and (c) include provisions, and Mr. Fleming noted that Section 58-31. Purpose states that the DHRC is "to include members who are broadly representative of the entire community and who are committed to a philosophy of inclusion, intergroup cooperation, and fair treatment that will effectively help the city."

Mr. Fleming noted that Section 58-33(c) spoke to meetings of the DHRC and referenced five (5) meetings per year. He asked what procedure members would follow if they agreed to request that this section be changed, noting that this had not been discussed by members. Mr. Fleming suggested a possible change to state, "The Commission will hold as many meetings as is necessary to conduct the business of the Commission. Special meetings may be called by the chairman or three members of the commission. No fewer than five meetings per year. Meetings shall be held at City Hall and other places in the community in accordance with the laws of Delaware regarding the Freedom of Information Act (FOIA) and City of Dover procedures. The Commission will distribute its agenda and minutes through the City Clerk's Office." Mr. Fleming noted that when he had previously served on the DHRC, members were able to have meetings outside of City Hall. He stated that people had come to City Hall for meetings; however, the DHRC had also gone to other agencies or community associations within the City. Mr. Fleming noted that members were now prohibited from doing this. Responding, Mr. Rodriguez stated that the DHRC could request this to be changed by writing out suggested wording for amending the code and submitting it directly to the Council President, noting that the code could be revised through adoption of an ordinance by Council. He indicated that members could do this at the same time they submit any other changes they think necessary, such as the subpoena recommendation. Mr. Rodriguez indicated that he was unsure why members were restricted to meeting at City Hall; however, he stated that he thought locations should be limited to within the City of Dover. Mrs. Jody Stein, Administrative Assistant, City Clerk's Office stated that this provision may be due to the fact that meetings are recorded. Mr. Henderson noted that recording and staffing by the Clerk's Office could be a challenge.

Reverend Paige asked why the DHRC was restricted from meeting outside City Hall and if other commissions, such as the Planning Commission fall under the same rules. She also questioned the rules regarding a gathering of more than a quorum of members. Reverend Paige asked if two (2) or three (3) members must keep DHRC business out of their conversation if they are having a casual dinner together because this would be considered a meeting. She indicated that she felt this restriction was a violation of free speech. In response, Mr. Rodriguez stated the need to be very careful, noting that it could be considered a violation of the Freedom of Information Act (FOIA) if more than three (3) or four (4) members met, even if there was less than a quorum of members present. Reverend Paige stated that she was having trouble understanding this, noting that she may have dinner with a member or run into a member, and she asked if they were prohibited from mentioning DHRC topics in a casual dinner setting. In response, Mr. Rodriguez stated that he did not believe it would be a problem if a topic came up while members were socializing. He advised that the rules of public notice would be violated if there was a planned meeting for several members to discuss business that would come before the Commission. In response to Mr. Henderson, Mr. Rodriguez advised that Council was under the same restrictions and must comply with the Freedom of Information Act.

Mrs. Herbert asked how meetings are announced, stating that she had not seen an announcement in the newspaper. Responding, Mr. Rodriguez advised that DHRC meetings are set up with the Chairman. Mrs. Herbert questioned how citizens are publicly notified of DHRC meetings. Responding, Mrs. Stein explained that meeting agendas are posted on the City of Dover website. Mrs. Herbert advised that meetings of some other organizations are advertised in the paper. She noted that some people do not have computers and some who might be interested are not involved because announcements are not put into some other form of media.

Mr. Gaddis questioned how many citizens of Dover know there is a DHRC and expressed the need to publicize the Commission's existence and its meetings, and Mr. Henderson indicated that this would be discussed later in the evening.

Mrs. Herbert moved to recess, seconded by Reverend Paige and unanimously carried.

Meeting recessed at 6:49 p.m.

Mr. Fleming moved to reconvene, seconded by Mr. Gaddis and unanimously carried.

The meeting reconvened at 7:00 p.m.

Mr. Henderson stated that he liked the idea of revisiting subpoena power for the DHRC and the information that Council could change the frequency of meetings. Mrs. Herbert stated that the code change that Mr. Fleming had suggested would give the DHRC more freedom. She noted the problem with recording meetings but indicated that she did not know why this could not happen in another location.

Mr. Henderson advised that the DHRC had held more than five (5) meetings per year since he had been a member. He noted that members had come and gone and stated that, for the sake of the continuity of the Commission, he had suggested having meetings once per month.

Review of DHRC Strategic Plan 2015-2018 Long-Term Objectives and Development of Work Plans

Mr. Anderson reviewed the Long-Term Objectives for the DHRC, as stated in the DHRC Strategic Plan 2015-2018, noting that objectives A.1, A.2, C.3, and C.4 applied to the Government Policy, Programs, and Practices Committee, chaired by Mr. Gaddis; objectives B.1, B.2, B.3 applied to the Community Engagement Committee, chaired by Ms. Mullen; objectives B.4 and D.3 applied to the Education Committee, on which Mr. Fleming was serving; and objectives D.1, and D.2 applied to the Communications Committee, chaired by Reverend Paige. He noted that objective D.2 regarding improving community awareness of the Commission and a better understanding of its role would also fall within the scope of Ms. Mullen and the Community Engagement Committee. He stated that long-term objectives that applied to the Commission as a whole were objectives C.1, C.2, D.4, and D.5.

In regard to objective A.2 "Building on its partnership with the Dover Police Department, identify additional human relations approaches and lessons that can be integrated into the Dover Police Department's ongoing Community Relations strategy," Mr. Henderson suggested getting in touch with the new City of Dover Police Chief and possibly having him come and speak to the Commission.

In regard to objective C.1, "Define when a diversity, inclusion and or a human relations issue exists and specify the types of these issues that will be accepted by the Commission; and, identify and implement a process for receiving and responding to such issues by taking action to correct or improve the situation," Mr. Henderson advised that all members were responsible for this objective. Mrs. Herbert asked how this would be done by all members. Responding, Mr. Henderson stated that the problem would first have to be identified and members would come together to discuss it in a meeting setting.

Mr. Henderson referred to objective C.2, "Develop an understanding with the State Human Relations Commission that will delineate the roles and procedures of the two Commissions in the solution of alleged discrimination complaints which fall within the jurisdiction of the State Human Relations Commission and identify and maintain specific ways the two Commissions will work together." Mrs. Herbert stated that someone needed to liaison with the SHRC to accomplish this goal, noting that it is hard to find the right person to talk to and she did not see this as a group activity, unless subjects are identified for the group to deal with.

Mr. Henderson indicated that Mrs. Herbert had recently attended an SHRC meeting, and he was very impressed with the input she provided regarding this event. He suggested that she would be an excellent liaison. Mrs. Herbert stated she could do this and Mr. Henderson offered to attend meetings with her.

Responding to Mr. Henderson, Mrs. Stein stated that typically the items identified for action during workshops are placed on subsequent meeting agendas for consideration.

Mr. Henderson offered to attend SHRC meetings with Mrs. Herbert. She stated that she hoped to be able to sit down with someone from the SHRC, noting that the people in charge appeared to be in Wilmington, rather than Dover, although she noted that Councilman Sudler was serving on the SHRC. Mrs. Herbert advised that Mr. Calvin Christopher, Chair, SHRC, is a volunteer. She indicated that if the DHRC would be referring items to the SHRC or if SHRC would be looking at the DHRC's actions because the DHRC is in the State, it would be nice to know that the DHRC is doing things correctly. She requested that consideration of a DHRC liaison to the SHRC be placed on the next DHRC agenda, and Mr. Henderson agreed.

Mr. Henderson referred to objective D.5, "Identify and seek funding from other governmental, philanthropic, or private organizations to more effectively carry out its responsibilities." Mrs. Herbert indicated that she was not sure about fundraising as an objective, stating that the DHRC would not be writing grants and was not keeping numbers regarding referrals. She stated that the DHRC may know what the issues are in the community; however, empirical data would be needed to obtain funding. Mrs. Herbert stated that, in her opinion, this objective should not be in the Strategic Plan. Reverend Paige asked if this provision of the Plan was new. Responding, Mr. Fleming stated that he did not recall this provision during his past service.

Mrs. Herbert stated that the Commission had enough to do without trying to raise funds, and Reverend Paige indicated that she did not feel that this objective was needed. Mr. Henderson asked if this provision in the Strategic Plan could be amended. Responding, Mrs. Stein advised that if members wished to make changes to the strategic plan, they may want to consider this as a future agenda item, gather all of their recommendations, and then submit them to Council.

Mrs. Herbert noted that there were three (3) potential changes to consider, including subpoena power, Mr. Fleming's suggestion about expanding Council meetings, and the elimination of long-term objective D.5 in the Strategic Plan regarding fundraising.

In regard to the Community Engagement Committee, Mrs. Mullen stated that a DHRC brochure that included bullet points regarding the Commission's functions would be helpful in achieving her goals and objectives. Mr. Fleming noted the Commission had previously had a brochure, and Mrs. Stein noted that it had been attached to previous Commission minutes.

Mrs. Herbert advised that those who attended the Community Café Event at Wesley College had not known that the DHRC existed. Responding, Mr. Henderson indicated that DHRC members had been coming and going since he had been on the Commission and that membership had been affected by Section 58-32(d) of the code, which states that no member of the Commission shall hold any elected or appointed position.

Mr. Gaddis moved to recess, seconded by Mr. Fleming.

Meeting recessed at 7:28 p.m.

Reverend Paige moved to reconvene, seconded by Mr. Fleming.

Meeting reconvened at 7:34 p.m.

Mr. Henderson noted the desire to establish goals for the DHRC Committees and for the DHRC as a whole.

In regard to the Government Policies, Programs, and Practices (GPPP) Committee, Mr. Gaddis stated a goal of finding outside people to serve on the Committee. He advised that he would be unable to accomplish the goals by himself and thought this applied to all of the committees. Mr. Gaddis indicated that an additional goal was to be formally introduced to the City Manager, Human Resources Director, Police Chief, and union representatives, stating the desire to meet both management and labor.

In response to Mr. Gaddis regarding where to access the City's Code of Ordinances, Mrs. Stein explained that there was a link to the City's municipal code on the home page of the City of Dover website.

Mr. Gaddis referred to objective C.4, "In cooperation and partnership with community organizations and public and private mediation services, assist in developing plans for monitoring sources of intergroup conflict and for responding to and managing community conflicts and disruptions in Dover; and participate in managing community conflicts in accordance with these plans." He indicated that, in order to accomplish this, he needed to know what formal organizations are known to the City of Dover. Mr. Gaddis stated that he was aware of the Sankofa African Dance Company and several churches that were community organizations but was unsure about others. Mrs. Herbert suggested that the newspaper may be helpful.

Ms. Mullen asked if Mr. Gaddis was thinking of Masonic lodges, etc. Responding, Mr. Gaddis indicated that he was thinking of lodges, as well as Asian-American and Hispanic organizations. He noted that there is an African American Festival in the City but was unsure if there was an Asian or Hispanic festival and questioned whom he should contact. Responding, Mr. Henderson advised that this goal applied to several of the committees, noting that members should help and communicate with each other. He explained that Reverend Paige is a fellow member of the clergy and that he and Reverend Paige serve on numerous commissions, including the very active Interdenominational Ministerial Alliance (IMA). Mr. Henderson advised that Reverend Paige is very involved in the community, as are her sister, Dr. Wilma Mishoe, and her nephew, Councilman Sudler. He indicated that members could find this information on their own and share it with each other.

Ms. Mullen informed members that she had an opportunity to participate in a radio talk show segment and asked if this would be permissible. Responding, Mrs. Stein indicated that this could be placed on a meeting agenda for members' consideration and, if they chose, this could be recommended to Council.

Mr. Henderson cautioned members to be careful with social media, such as tweets. He advised that a previous commissioner had issued a politically slanted social media message, which caused problems; however, he stated that he did not have a problem with Ms. Mullen's proposal.

Ms. Mullen stated that one (1) of her goals was to increase awareness within the community through radio, brochures, and literature, and she indicated that this would overlap with Reverend Paige's goals for the Communications Committee. Mr. Fleming advised that this goal would also overlap with the Education Committee's goals.

Reverend Paige advised that the Communications Committee would be involved with every committee, because they would each have information to disseminate and the Communications Committee could help with this. Referring to Commissioner Mullen's idea about a brochure, she explained that all members would work together to promote this. Reverend Paige stated the need to be careful with social media; however, she noted that it could be a valuable tool. She indicated that an expungement clinic had recently been held that serviced more than 100 people, and most of the participants found out about it on social media through flyers that were posted on a Facebook page. Reverend Paige explained that the IMA has a social action page that she updates when there are events. She stated the need to use social media for informational purposes, such as advertising, and not for editorials.

Mr. Fleming stated that members' new business cards would also help to increase awareness.

Ms. Mullen stated the goal to educate the Dover community concerning the purpose and mission of the Commission. She noted that there is an African American Festival in Dover and suggested the possibility of holding a Unity Day to bridge the community. Mr. Henderson suggested that Ms. Mullen contact Mr. George Bailey, who works at Sam's Club, in this regard, stating that Mr. Bailey has information about various observances and could be a resource for the Community Engagement Committee. Ms. Mullen indicated that this type of event would benefit the City as an attempt to alleviate discrimination by acknowledging the differences that make people unique. She suggested naming the event "Diversity Day," and Mrs. Herbert stated that she had been thinking about "Unity Day," but also liked "Diversity Day." Reverend Paige indicated that she liked "Unity Day."

In regard to goals for the Education Committee, Mr. Fleming stated that he thought handing out members' new business cards to different groups and individuals would help to get the news out to a degree. He noted that he also liked the brochures that the DHRC had previously distributed, noting that members could set up a table outside of Walmart or Sam's Club to distribute brochures and answer questions. He asked if the Commission had a budget to print in the newspaper the fact that there is a DHRC, who the members are, and their numbers.

Mr. Fleming asked if people from the community had come to the Commission in last six (6) months or year stating that they had a problem or concerns relating to diversity, inclusion, or prejudicial treatment. Mrs. Herbert stated that the DHRC should put out something stating that they exist; however, she was concerned that people would then begin to come to the DHRC, and she expressed

the need for liaison with the SHRC. In response, Mr. Fleming advised that, during his prior service, the DHRC did not deal much with the SHRC. He explained that the SHRC was not unwilling to help, but they had other matters to attend to and the DHRC was dealing with Dover concerns. He noted that when people raised concerns about having to pay too much for their gas bills, the DHRC had a seminar where individuals from Chesapeake Utilities explained how to save money for heating and oil. Mr. Fleming indicated that people must be from Dover in order for their DHRC to hear their complaints or concerns.

Mr. Fleming indicated that he was developing goals for the Education Committee but was open to suggestion. Mr. Henderson suggested that all members publicize any symposiums, studies, or programs offered by the University of Delaware or DSU about diversity, Hispanic appreciation, African-American history, etc. He noted that the Dover Public Library might be another good resource for the Education Committee, noting that they are in touch with various commissions and programs. Mr. Henderson advised that the DHRC had helped to sponsor a "Cracking the Code" film through the library and suggested that the library be asked what opportunities they may have relating to the DHRC's goals.

Mr. Fleming noted that he had taught as an adjunct at Wilmington University in multicultural education for people going through the career and technical degree program. In addition, he indicated that he and would not object to talking with the Capital School District to see if there was something Mr. Fleming could do or some medium that the District could use to get the word out about the DHRC.

Mr. Henderson noted that he serves as the current President-Elect of the rotary, and that Mr. Dan Shelton, Capital School District Superintendent, is also a member and wants to work with the DHRC. Mr. Henderson invited each member of the DHRC to attend a rotary meeting as his personal guest, noting that the Mayor, City Councilmen, lawyers, doctors, etc., attend these meetings. He advised that meetings are held at Maple Dale Country Club at noon on Thursdays and that this would be another way to engage and educate others.

Mrs. Herbert noted that Mr. Henderson had mentioned putting out information regarding diversity, etc., and asked how this would be done. She asked if the DHRC had a website. Responding, Mrs. Stein explained that the DHRC has a webpage on the City of Dover website and could post content through the City Clerk's Office.

Mr. Fleming pointed out that the website was listed on members' business cards; however, a great many people do not use website intel.

Mr. Gaddis asked if website content would have to be discussed in a meeting, voted on, and approved by Council. He noted that this would involve a series of steps, and it may take a while for information to be posted if there was not a Council meeting at the right time. Responding, Mrs. Stein stated that she was unsure if this would be required for the posting of events, since the webpage had not been utilized for this purpose. She suggested that members agree on an overall vision of how they would like the webpage to look, noting that this information would be forwarded

to Council with the Commission's minutes. Mrs. Stein stated that it may then be possible to just update information that has been posted. Mrs. Herbert stated the desire to cover all things and be inclusive with content.

In regard to goals for the Communications Committee, Reverend Paige indicated that she saw her position as working with the other committees and promoting them by helping them to get the word out. She stated that the DHRC's mission should be on the website, as well as upcoming activities. Reverend Paige also suggested including information to help residents, noting that the first thing that occurred to her was how to apply for housing.

Mr. Fleming suggested submitting a picture of the Commission, including their members' names, in *The Dover Post* or *Delaware State News* and inviting people to come to a meeting. He indicated that the DHRC could have a booth at the Dover Days festival and pass out business cards and brochures, noting that this would be expensive. Reverend Paige indicated that Restoring Central Dover's Community Day would have been a good opportunity for a DHRC table.

Mr. Henderson asked if members had held a workshop before. Responding, Mr. Fleming indicated that this had not occurred during his prior service, and Mr. Henderson stated that this had not occurred during his service either.

Mr. Henderson stated the desire for members to support and encourage each other as they pursue goals. He noted that having subpoena power would be powerful. Reverend Paige expressed her opinion that things must be worked in gradually and suggested making small changes and doing this well, before asking for something else. She suggested allowing Council to see the benefits and advantages of granting DHRC requests, noting that the DHRC may be rejected if they ask for everything at once. Mr. Fleming concurred, stating that if subpoena power was requested, Council would ask members whom they wanted to subpoena, and he did not think subpoena power was needed now. Mrs. Herbert noted that when it is found that the DHRC has subpoena power, members would be seen as those who pull people in and subpoena them, rather than being there to help people.

Mrs. Herbert referred to Mr. Fleming's comment about a presentation that had previously been given regarding home heating. She indicated that she liked the idea of networking in this way and having presentations that helped to connect people with resources, such as the "Bridge the Divide Community Café" at Wesley College, where professionals in separate rooms had discussed topics and answered questions for those who were interested. She noted that, during the first portion of the event, there was also discussion about what people saw as creating a divide as opposed to bridging it. In response to Mr. Henderson regarding contact information for those involved in the event, she stated that she was awaiting information from the event and would provide it to members. She noted those who attended included individuals from the SHRC, community police officers, and individuals from the Department of Housing and Urban Development, Dover High School, and DSU, and Reverend Will Grimes from NCALL.

Reverend Paige suggested that members work during the next six (6) months on workshops and awareness programs, by either inviting people in or going to them, or perhaps doing a combination.

She indicated that this would be a good way to start getting the DHRC's name out and show what they are doing. Reverend Paige advised that this would impress Council, and the DHRC could then move on to the next items that members want to get done. She suggested having someone come to talk about landlord/tenant issues or discuss the landlord/tenant code. Reverend Paige indicated that residents are supposed to receive a copy of this code when they pay their deposit and sign their agreements; however, many landlords do not provide it.

Responding to Mr. Henderson regarding the possibility of setting a goal to sponsor these types of symposiums or educational experiences, Mrs. Stein expressed her opinion that this is what the Commission was all about. Mrs. Herbert asked if it was desired to get involved with those who sponsored the Community Café, and Mr. Henderson indicated that it was.

Mr. Gaddis expressed the need for members to sell the DHRC to Council, stating that he was unsure if Council thought they were of any importance, and Mr. Henderson concurred. Mr. Henderson stated the desire for Council to recognize the DHRC as a significant committee working toward its goals and the good of the community.

Mrs. Mullen stated that she had formulated relationships with Councilmen Cole and Neil and the Mayor, and had recently done this with Councilman Sudler. She indicated that it had taken action on her part to do some engaging, and they had gotten to know her and what part she was playing in the community. Ms. Mullen indicated that her neighborhood association board had met at City Hall with the Mayor and Police Chief and noted that these individuals will engage. Mrs. Herbert advised that the Representative Sean Lynn comes to many events as well.

Reverend Paige indicated that if the DHRC was involved in these kinds of activities they would be able to show Council exactly what they are engaged in rather than telling them.

Mr. Henderson noted the importance of putting information on the website, online, and in the newspapers so that the DHRC will be recognized in the community. He stated the desire to accomplish what the Commission was charged to do and for members to feel empowered.

Reverend Paige suggested prioritizing by picking three (3) or four (4) things and doing them well, rather than having members overextend themselves.

Mrs. Herbert suggested that Unity Day be a goal that members would work toward in the future. She indicated that this should be a cumulative goal following the first year or year-and-a half.

Reverend Paige and Mrs. Herbert suggested that all members obtain Commission shirts, and Mrs. Herbert suggested that members wear them in a parade, such as a Christmas parade. Mrs. Stein explained that former Commissioner Bogle arranged to have City of Dover shirts embroidered for members through Dover High School and asked if another member would be willing to take on this task. Responding, Mr. Henderson indicated that he would be willing to do so.

Mr. Henderson thanked Mrs. Stein for her efforts in support of the Commission. He noted that he would be helping all of the committees. Mr. Henderson advised that three (3) vacancies remained on the Commission, in the First, Second, and Fourth Districts, and stated that he would encourage Council to appoint more members.

Mr. Henderson asked if members wanted to continue meeting on a monthly basis or take a summer break. After discussion, members agreed to schedule their next meeting for June 22, 2016.

Public Comment
There were no members of the public present wishing to comment.

Mr. Gaddis moved for adjournment, seconded by Mrs. Herbert and unanimously carried.

Meeting adjourned at 8:30 p.m.

Theodore A. Henderson
Chair

TAH/JS/dd
S:\AGENDAS-MINUTES-PACKETS-PRESENTATIONS-ATT&EXH\Misc-Minutes\HUMAN RELATIONS COMMISSION\2017\05-25-2017 DHRC Workshop Minutes.wpd

Attachments
Attachment #1 - Handout - State Legislation Regarding the Creation and Jurisdiction of the State Human Relations Commission provided by Mr. Nicholas Rodriguez, City Solicitor
Attachment #2 - 2012 DHRC Annual Report to City Council

STATE HUMAN RELATIONS COMMISSION

This Commission is created under 31 Del. C. §3001 and consists of 28 Members with powers and duties to cooperate with the Governor, the General Assembly, public agencies, civil groups, *etc*. To this end, the Commission may act as a conciliator in matters involving race, age, marital status, color, sex, disability, creed, national origin or ancestry, provided that they comply with the provisions of the Freedom of Information Act. They may make investigations, surveys, and studies as are permitted in the performance of its duties, to make recommendations to the Governor and General Assembly concerning needed legislation. So, really, the State Human Relations Commission is also an advisory group; although, in investigating cases within their jurisdiction to give advisory recommendations, they have the subpoena power to get witnesses to testify before the Commission. At one point, a motion was made to give the Dover Commission the subpoena power. This was never implemented by Council.

File Copy

DHRC 2012

ANNUAL REPORT

Presented by: Roy Sudler, Jr.
Title: Chairman
Date: March 25, 2013

Contents of Presentation

1. Origin of the Commission
2. Enabling Legislative Powers and Duties
3. Operating Procedural Flowchart
4. Intake Forms Reported
5. Complaint Against DHRC
6. DHRC Concerns and Recommendations
7. Certificates of Training
8. Special Forum on How to Report Hate Crimes
9. Proposed Resolution and Funding
10. Questions

Origin of the Commission

2001 - Controversial Death of Dover Resident Reginald Hannah vs. Dover Police Department

A). Death Threats and shots fired towards Dover Police Officers

B). Racial Tension Between the African and Caucasian American Community

Enabling Legislative Powers & Duties

1. **Pursuant to Chapter 2** – Administrative, Article I, Division **6**, Section **2 – 21** and Article II Section **58 – 31** Titled: Human Relations Commission's Purpose;

2. **<u>DHRC – Commissioners:</u>**

Dr. Kim Warfield, Dr. Phyllis Edamatsu, Dr. Linda Hackett, Mrs. Faye D. White, Ms. Justina Brewington, Mr. Thomas Steele, Mrs. Ellen O. Wasfi, Vice – Chair Dawn Allen Pyne and Chairman DHRC Roy Sudler, Jr.

DHRC - Active Committees;

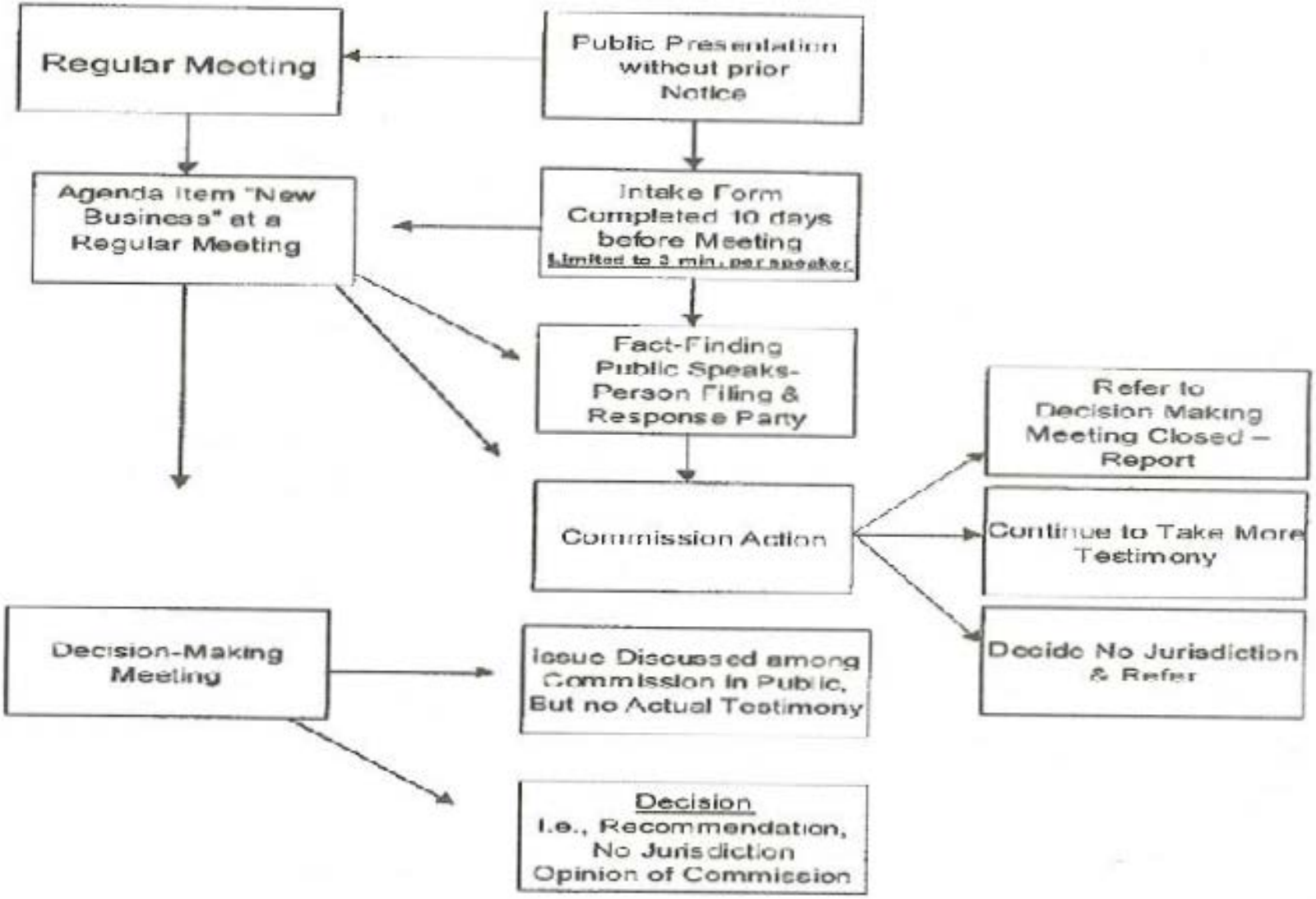
Intake Screening Committee Chair [**Dr. Kim Warfield**]
School Programs Chair [**Ellen O. Wasfi**]
Assessment Chair [**Dr. Phyllis Edamatsu**]
Community Programs Chair [**Vice Chair -Dawn Allen Pyne**]

Fiduciary Duties of DHRC Commissioners:

Each Commission Member has a *fiduciary duty* to be non-bias in investigating and resolving case disputes. Commission Member's exemplify unique professional and personal characteristics, that are imperative for allowing the commission to properly carry out and effectively accomplish the objectives, functions, and services contemplated by **Division 6, Section 2-21 of the Dover Code.**

D. Commission Meeting Flowchart

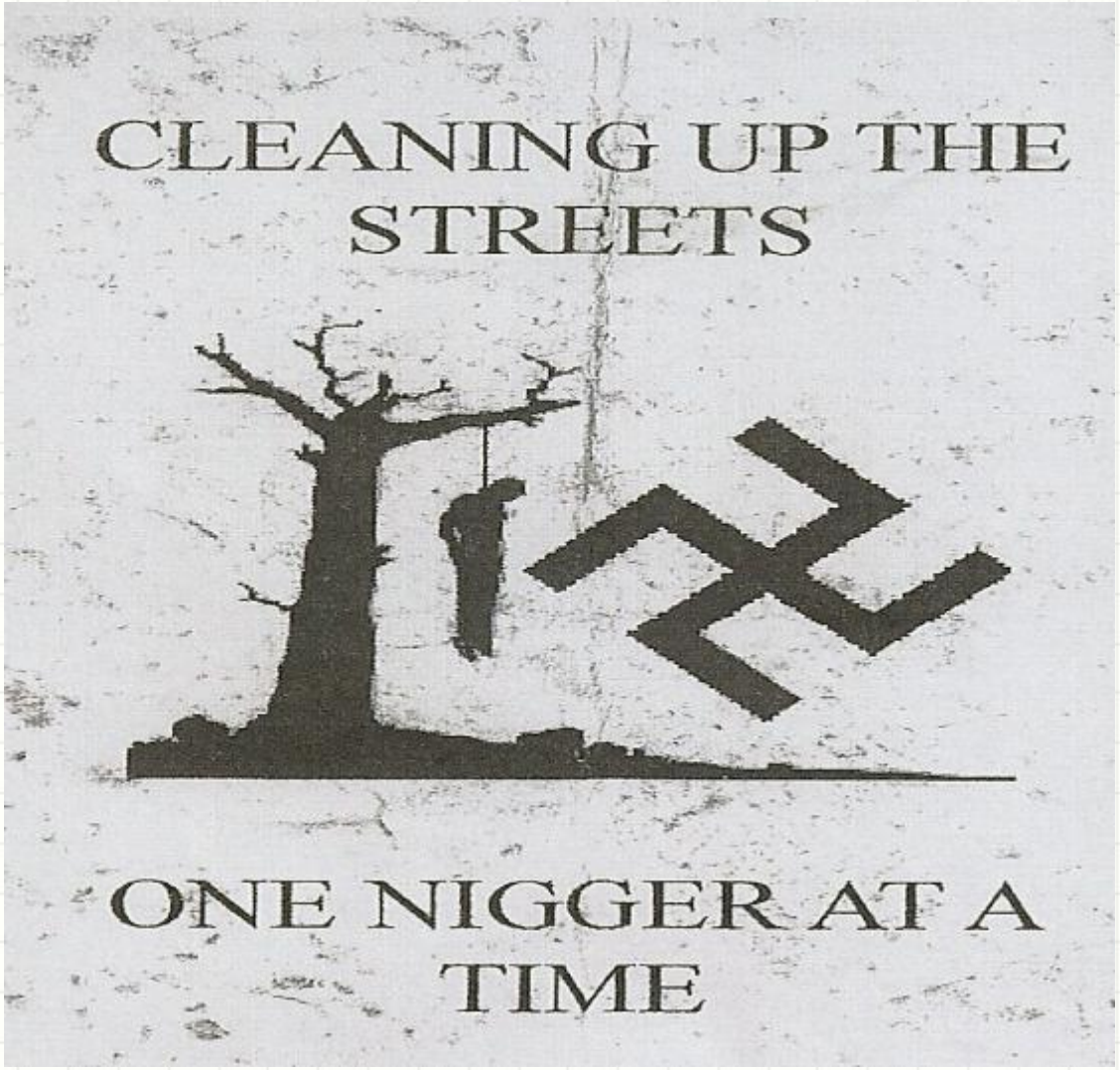
Meeting Procedural Flowchart



DHRC Intake Forms Reported

1. 3/5 Index Cards Promoting Racial Tension
2. Alleged Police Brutality Complaint against Dover Police Department
3. Henry Fordham's Alleged Lynching and Hate Crime Complaint [pg. 29 – 35]

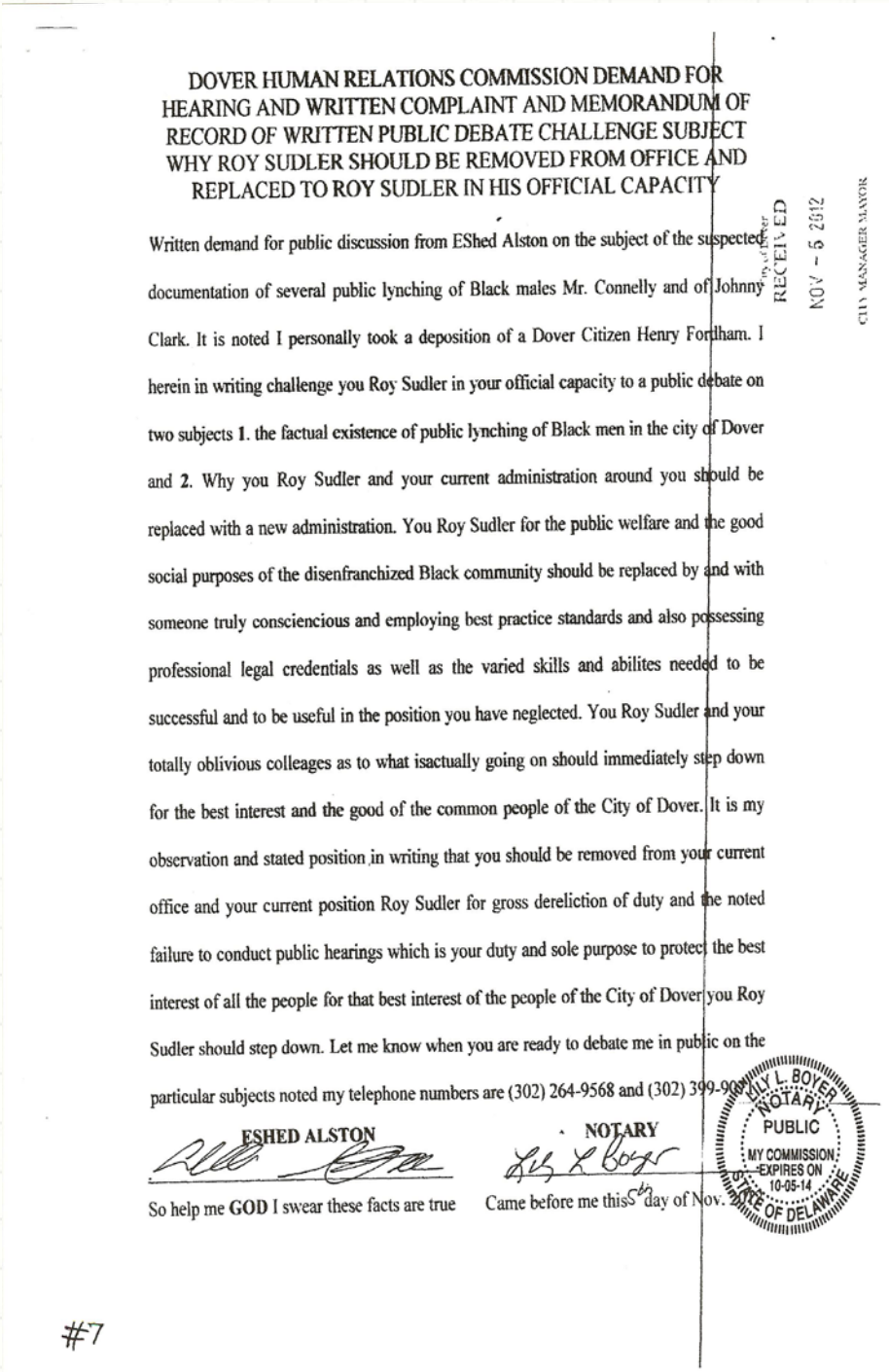
3/5 Index Cards Promoting Racial Tension



Complaint Filed against the Dover Human Relations Commission

Filed with the City Clerk's Office by Mr. Eshed Alston of Dover, Delaware.

(Review Page 33)



DOVER HUMAN RELATIONS COMMISSION DEMAND FOR HEARING AND WRITTEN COMPLAINT AND MEMORANDUM OF RECORD OF WRITTEN PUBLIC DEBATE CHALLENGE SUBJECT WHY ROY SUDLER SHOULD BE REMOVED FROM OFFICE AND REPLACED TO ROY SUDLER IN HIS OFFICIAL CAPACITY

RECEIVED
NOV - 5 2012
CITY MANAGER MAYOR

Written demand for public discussion from EShed Alston on the subject of the suspected documentation of several public lynching of Black males Mr. Connelly and of Johnny Clark. It is noted I personally took a deposition of a Dover Citizen Henry Fordham. I herein in writing challenge you Roy Sudler in your official capacity to a public debate on two subjects **1**. the factual existence of public lynching of Black men in the city of Dover and **2**. Why you Roy Sudler and your current administration around you should be replaced with a new administration. You Roy Sudler for the public welfare and the good social purposes of the disenfranchized Black community should be replaced by and with someone truly consciencious and employing best practice standards and also possessing professional legal credentials as well as the varied skills and abilites needed to be successful and to be useful in the position you have neglected. You Roy Sudler and your totally oblivious colleages as to what isactually going on should immediately step down for the best interest and the good of the common people of the City of Dover. It is my observation and stated position in writing that you should be removed from your current office and your current position Roy Sudler for gross dereliction of duty and the noted failure to conduct public hearings which is your duty and sole purpose to protect the best interest of all the people for that best interest of the people of the City of Dover you Roy Sudler should step down. Let me know when you are ready to debate me in public on the particular subjects noted my telephone numbers are (302) 264-9568 and (302) 399-90

ESHED ALSTON

So help me **GOD** I swear these facts are true

NOTARY

Came before me this 5th day of Nov.

LILY L. BOYER NOTARY PUBLIC MY COMMISSION EXPIRES ON 10-05-14 STATE OF DELAWARE

#7

DHRC – Concerns

1. **Flowchart** being adhered to pursuant to the City of Dover's By-Laws for the Dover Human Relations Commission

Article IV- Commission Intake, Notice and Meeting Procedures

Section : 1 **[Bringing Forth Matters]**

VII. Forms

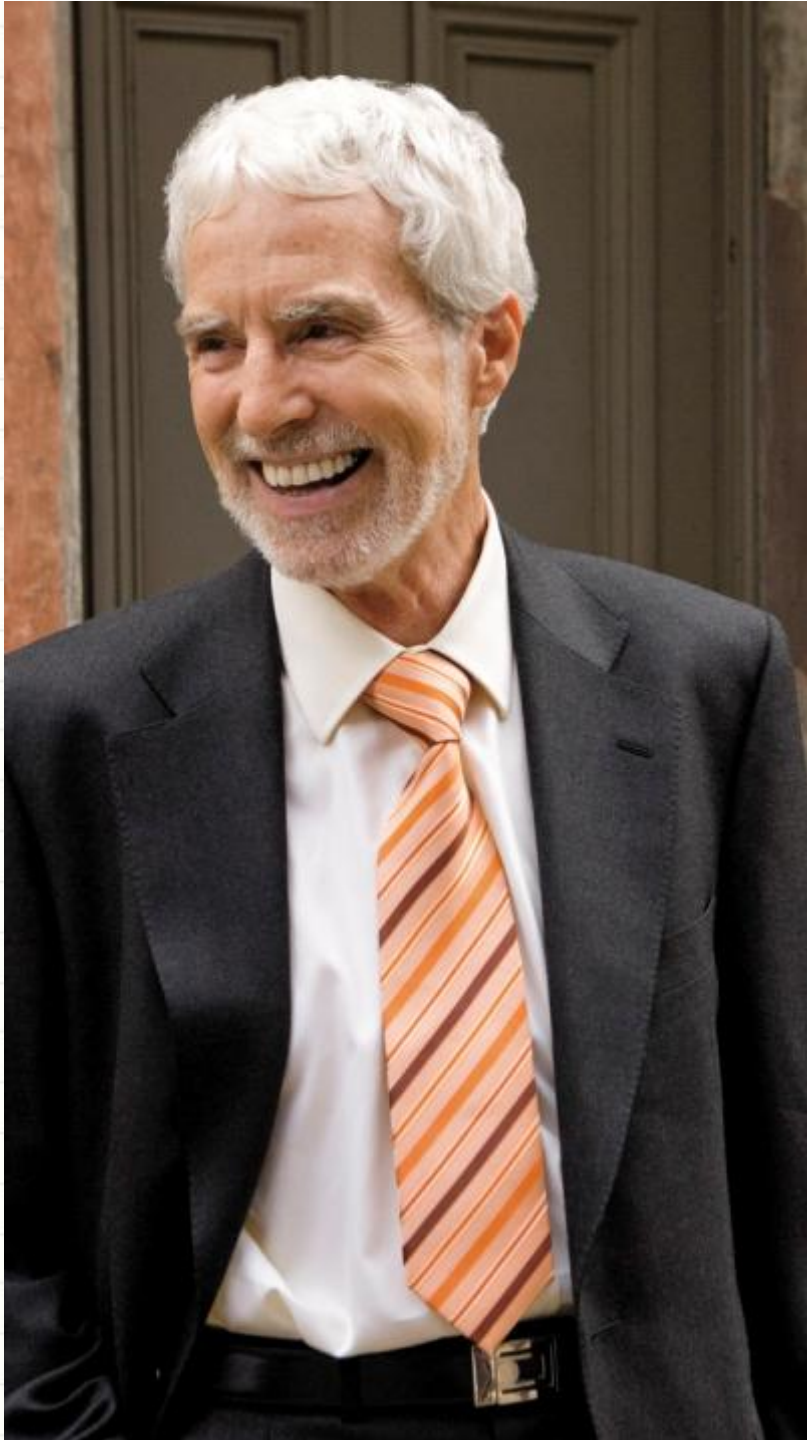
2. **Article II Section 58-33.** Organization; quorum; meetings; rules of procedure; limitation of functions; agreements; compensation; legal counsel; reports.

(e) **Limited functions of the commission**

Landlord/Tenant Training 2012

Presented by the Law Office of Michael P. Morton, PA.

mmorton@michaelpmorton.com
(302) 426.1313



INVESTIGATING AND PROSECUTING HATE CRIMES

Delaware State University
Martin Luther King, Jr. Student Service Center
1200 N. DuPont Highway
Dover, Delaware

April 27, 2012

8:00 – 9:00 a.m.	**REGISTRATION**
9:00 – 9:30 a.m.	**OPENING REMARKS** Charles M. Oberly, III, United States Attorney, District of Delaware Matt Nosanchuk, Senior Counselor, Civil Rights Division, USDOJ Delaware State University Representative
9:30 – 10:15 a.m.	**LEGAL OVERVIEW OF FEDERAL HATE CRIMES LAW** Myesha Braden, Trial Attorney, USDOJ Civil Rights Division
10:15 – 10:45 a.m.	**FBI Briefing – FBI's Role in the Investigation of Hate Crimes** Drew Watts, Supervisory Special Agent, FBI HQ
10:45 – 11:00	**BREAK**
11:00 – 12:00 p.m.	**HATE CRIME CASE STUDY** *Shenandoah Hate Crime* Myesha Braden, Trial Attorney, USDOJ Civil Rights Division FBI Special Agent Alan Jones
12:00 – 1:15 p.m.	**LUNCH BREAK** (on your own)
1:15 - 2:45 p.m.	**SPECIAL GUEST SPEAKERS** Sheriff Dave O'Malley - former Chief of Police, Laramie, Wyoming Judy Shepard – Mother Matthew Shepard
2:45 – 3:00 p.m.	**BREAK**
3:00 – 3:45 p.m.	**TOWN HALL: FOSTERING COOPERATION BETWEEN LAW ENFORCEMENT and the COMMUNITY**
Moderator:	Charles M. Oberly, III, United States Attorney, District of Delaware
Panelists:	Tricia Gibbs, Supervisory Special Agent, FBI, Delaware Harpreet Singh Mokha, Regional Director, Community Relations Service Romona S. Fullman, Director, Delaware Office of Human Relations Ken Haltom, Chief Prosecutor, Kent County, DE Department of Justice
3:45 – 4:00 p.m.	**CLOSING REMARKS**

****

COMMUNIITY & STUDENT INVOLVEMENT IN RESOLVING RACE HATE CRIMES IN COMMUNITIES & HIGHER LEARNING INSTITUTIONS

****

PARTNERSHIP:

DE – Department of Justice
House of Representatives – 31st District
SHRC – Human Relations Commission
DSU – Police Department
DSU- Counseling Department
DSU- Freshman Student
Dover Community Leaders

[Pg. 18 – 29]



Private Sector – Salisbury Rd.





Private Sector
South DuPont Highway



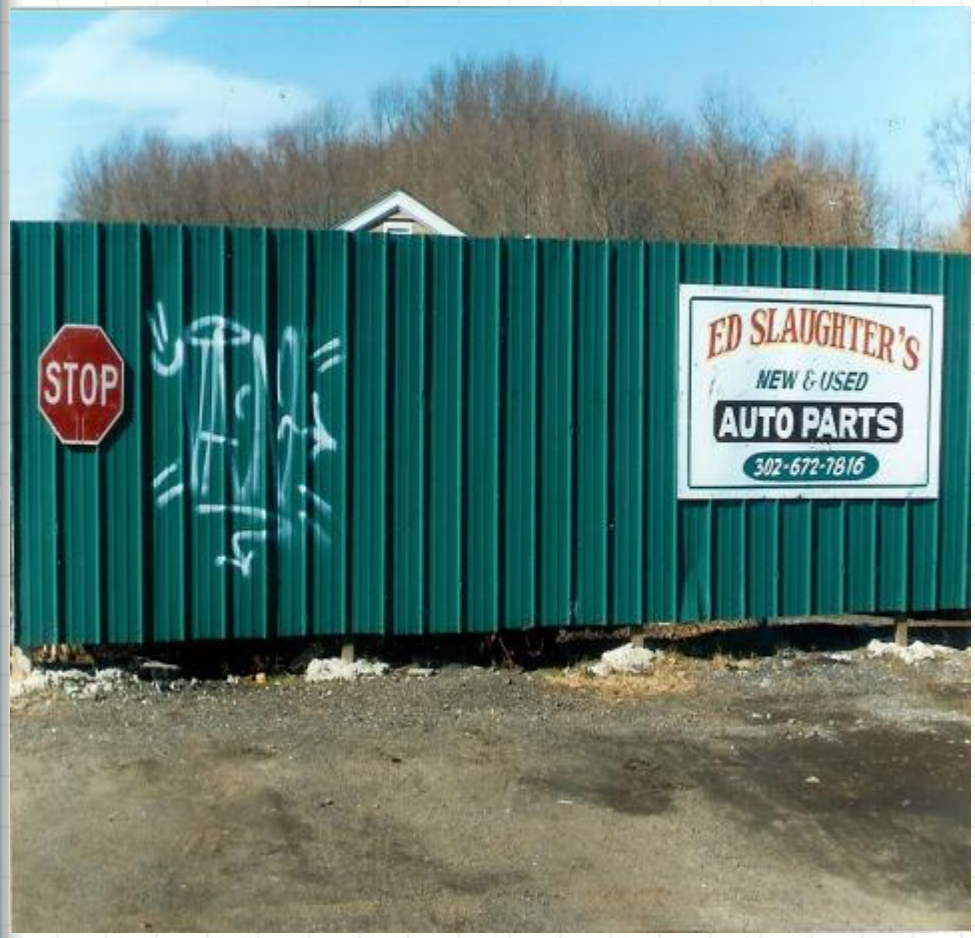


Downtown Dover





Private Sector
North DuPont Highway





Private Sector
South Little Creek Rd.





RESOLUTION: CESSATION OF ILLEGAL GANG FORMATION IN DOVER, DELAWARE

****

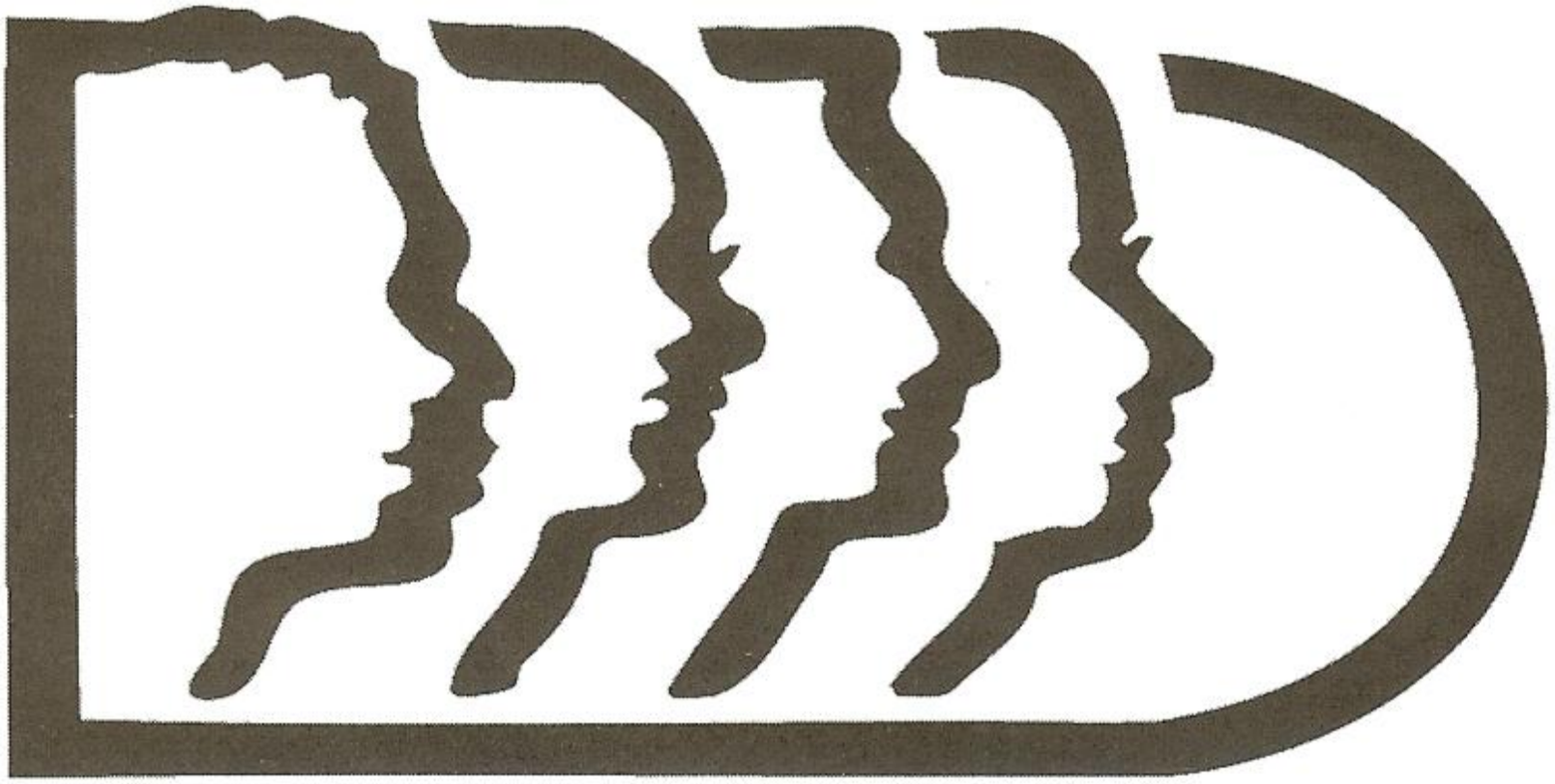
Whereas; The City of Dover, the State Capital, strives to be a model for all Cities in Delaware and the United State.

Whereas; The Mayor and City Council have granted Powers and Duties to the Dover Human Relations Commission, **Pursuant to Article II. Sec. 58-31.**

OJJDP FY 2012 Defending Childhood Resource Center:

- **Improving the Nation's Response to Children Expose to Violence.**

That Concludes the Dover Human Relations Commission's Annual Report



QUESTIONS ?

DHRC 2012

ANNUAL

REPORT

SUBMITTED BY: CHAIRMAN ROY SUDLER, JR.

DATE: 2 / 27 / 2013

ANNUAL REPORT 2012

INTRODUCTION:

The Dover Human Relation Commission [**DHRC**] is an advisory body created by the Mayor and City Council in the year 2001. The Commission's charge is to focus on helping to decreasing racial tension and discrimination throughout the City of Dover.

Pursuant to Chapter 2 – Administrative, Article I, Division 6, Section 2 – 21 of the Dover Code; The Commission has been granted the powers and duties to investigate claims of unfair treatment and develop ways to monitor intergroup conflict among all segments of the City of Dover.

The purpose of the Dover Human Relations Commission is to serve as the focal point for monitoring amicable relations between diverse races in the City of Dover.

The goal of the commission is to increase the quality of living for all constituents of Dover by reviewing city programs, activities, functions and ordinance to enhance communication and encourage cooperation among all residents of Dover.

The Commission consists of members appointed by 15; Mayor: 5 Members; Council President based upon recommendations of Council: 10 Members/Confirmed by Council that reside in the Dover for a three year term, which commissioners serve without monetary compensation.

The current members of the Dover Human Relations Commission include Mr. Roy Sudler, Jr. – Chairman, Mrs. Dawn Allen Pyne – Vice Chairwomen, Dr. Kim Warfield, Dr. Phyllis Edamatsu, Dr. Linda Hackett, Mrs. Fay D. White and Ms. Justina Brewington and Ellen O. Wasfi.

All Commission Members have experienced the long term demands often requiring considerable time, extended periods and dedication to addressing multi – faceted unfair treatment claims and racial tension in the City of Dover. The Commission's efforts are aimed at those who are suffering from discrimination and racial tension in the City of Dover.

Each Commissioner has a fiduciary duty to be non-bias in resolving case disputes and suggest alternative dispute resolutions between all parties. Commissioners have unique professional and personal characteristics that are imperative for allowing the commission to properly carry out and accomplish effectively the objectives, functions, and services contemplated by **Division 6, Section 2-21 of the Dover Code.**

The Commission has four active committees;

1. Intake Screening Committee Chair [Dr. Kim Warfield]
2. School Programs Chair [Ellen O. Wasfi]
3. Assessment Chair [Dr. Phyllis Edamatsu]
4. Community Programs Chair [Vice Chair -Dawn Allen Pyne]

The Commission's enabling legislation powers and duties are pursuant to code –section 58 31– 33, which states the following:

ARTICLE II. HUMAN RELATIONS COMMISSION
Sec. 58-31. Purpose.

The city council has deemed it to be in the best interest of the city to establish a human relations commission to include members who are broadly representative of the entire community and who are committed to a philosophy of inclusion, intergroup cooperation, and fair
treatment that will effectively help the city meet the following needs:
(1) *Fairness, respect.* Promote and develop an environment of fairness and respect among its citizens;
(2) *Monitoring.* Develop ways to measure and monitor community relations, particularly those that are sources of intergroup conflict;
(3) *Intergroup relations.* Involve all segments of the community in understanding and appreciating the benefits of positive intergroup relations;
(4) *Issues.* Offer a range of programs and services that will help its residents and neighborhoods prevent and resolve issues of human relations; and
(5) *Intergroup conflict.* Develop ways of anticipating, preparing for, and relieving community tensions arising from intergroup conflict.
(Code 1981, § 2-16; Ord. of 2-11-2002)

Sec. 58-32. Established; composition; appointment; representation; holding
other office; removal from office; terms of office; vacancies; reappointments.

(a) *Established.* There is hereby established an advisory commission to be known as the "City of Dover Human Relations Commission," to carry out the objectives as described in this article.
(b) *Composition; appointment.* The commission shall consist of 15 members, all residents of
the city. Five of these members shall be appointed by the mayor and confirmed by the city council. Ten of these members shall be appointed by the president of the council, based upon recommendations from the council and confirmed by the council.
(c) *Representation.* In selecting the membership of the commission, the mayor and president of the council and the council shall take particular care to ensure that the commission is broadly representative of racial, religious, gender and ethnic groups residing in the city.

(d) *Holding other office; removal.* No member of the commission shall hold any elected or
appointed office under the government of the United States or the state, county, or city, or be a candidate for any such office. The mayor or the city council president may remove members of the commission, with the concurrence of the city council, for substantial neglect of duty, or gross misconduct in office.
(e) *Terms of office; vacancies.* A member of the commission shall be appointed for a term of
office of three years and until his successor has been appointed and has qualified. The appointees shall be appointed for staggered terms of office. When a vacancy occurs in the membership of the commission, it shall be filled by appointment for the unexpired portion of the term in the same manner as the original appointment.
(f) *Reappointments.* Members may be reappointed.
(Code 1981, § 2-17; Ord. of 2-11-2002)

Sec. 58-33. Organization; quorum; meetings; rules of procedure; limitation of functions; agreements; compensation; legal counsel; reports.

(a) *Organization.* The human relations commission shall annually elect its own chairperson
to preside over its meetings and may create and fill such other offices and committees among its members as may be found necessary and proper for its effective organization.
(b) *Quorum.* A majority of the membership of the commission shall constitute a quorum and,
if a quorum is present, a vacancy on the commission shall not impair the right of the remaining members to exercise all the powers of the commission.
(c) *Meetings.* The commission shall hold such meetings as may be deemed necessary for
the completion of its purposes, responsibilities and functions. Regular meetings shall be held at least once per month unless there is no business to be considered by the commission. Special meetings may be called by the chairperson or three members of the commission.
(d) *Rules of procedure.* The commission is also authorized to adopt rules of procedure for
the conduct of its meetings.
(e) *Functions limited.* The commission shall not involve itself in activities or functions already
assigned by law or decree to other governmental bodies.
(f) *Agreements.* The commission may enter into agreements and build partnerships with other entities and organizations for the purpose of more efficiently and effectively carrying out its responsibilities.
(g) *Compensation.* Members of the commission shall receive no compensation.
(h) *Legal counsel.* The city solicitor shall provide legal counsel to the commission and shall
be the legal representative of the commission in connection with its duties hereunder, on a case-by-case basis, or determine that outside counsel is needed and obtain such outside counsel for a particular matter.

(i) *Reports.* The commission shall make such reports to the mayor and city council as shall

be periodically necessary. An annual report of its accomplishments and a summary of its recommendations, as appropriate, shall be sent to the mayor and the city council. (Code 1981, § 2-18; Ord. of 2-11-2002)

On **January 3, 2012, @ approximately 3:44 p.m.,** Dr. Joe Burden Jr. called the Dover Human Relations Commission Chair to discuss a **3/5** Index Card that was found on his property by one of his residents. The Index Card displayed an image of a person of color hanging from a tree by a rope tied to his neck. After listening to his concerns, I advised him to submit the Index Card to the Human Resource Department or City Clerk's Office for review.

On **January 16, 2012, @ approximately 7:00 a.m.,** The Commission attended the **29th Annual Martin Luther King Jr. Payer Breakfast**, which was highly attended and outstanding. The **Alpha Phi Alpha Fraternity Inc. Zeta Rho Lambda Chapter** did an excellent job. For our own Vice Chair Willie Jones was the MC of the Prayer Breakfast.

On **January 18, 2012,** Chair Sudler received an **E-Mail** from the City of Dover's Human Resource Department indicating that both Intake Forms were sent to the City Solicitor's Office for review. **The City Solicitor advised the City Clerk's Office to remove both intake forms from tonight's agenda**. It was decided that the intake forms and concerns should be forwarded to Chief James E. Hosfelt Jr.

On **January 25, 2012,** Chair Sudler called Council President Tom Leary to schedule an appointment to discuss recommendation number 1 on Chair's Self Review of the DHRC.

On **January 26, 2012, @ approximately 3:30 p.m**. Council President Tom Leary and Chairman Roy Sudler, Jr. met to discuss a possible date and time for the DHRC and City Council to sit down together and review the purpose, functions, and responsibilities of the DHRC in accordance with the Powers and Duties Granted by the Mayor and City Council for clearer detailed guidelines.

The meeting went well and I am looking forward to establishing a healthier relationship between the Mayor, City Council and the Dover Human Relations Commission.

February 2012 Meeting was cancelled

On **March 3, 2012 @ approximately 2 p.m.** at Wilmington University's Duberstein Admissions Center; 320 North Dupont Highway Newcastle, Delaware, Chair Sudler attended a theatrical play called **"GIVE ME THE BALLOT... MY VOICE MATTERS"**

Featuring the life-story of Fannie Lou Hamer
Performed by: Mzuri Moyo and Healing Through Sound Music, Inc.
The life-story of Fannie Lou Hamer focused on slavery, the importance of a good education.

On **March 3, 2012 @ approximately 7 p.m. @** Central Middle School located in Dover, Delaware, Chair Sudler and Commissioner Dr. Kim Warfeild attended the Theatre Play "Torn Between Two Fathers", which elaborated on a Social Problem that most of our youth and capital school district students face when their mother does not disclose the truth about their child's biological father.

On **March 7, 2012, @ approximately 9:16 a.m**. Chair Sudler left a voicemail message for Chief Harry Downs of the Delaware State University Police Department to offer him the opportunity to express exactly how imperative it is to cooperate with law enforcement agencies when helping to resolve race hate crimes and other related incidents.

On **March 12, 2012 @ approximately 11:45 a.m.,** Chair Sudler spoke with Curtis Coleman who retired from the Capital School District as a Counselor for Dover High School 1980 – 90 in regards to remedies for dealing with emotional and social challenges after being a victim of a race hate crime. Mr. Coleman said that "he would be more than willing to present on that topic".

On **March 12, 2012 @ approximately 4:03 p.m**., Chair Sudler visited Delaware State University's Counseling and Public Safety Division see if they would be willing to partner with the City of Dover's DPD & DHRC to discuss the value of Community and Student Involvement when helping Law Enforcement Agencies in resolving race hate crimes and other related incidents.

On **March 12, 2012 @ approximately 7:00 p.m**. Chair Sudler and Commissioner Fay D. White attended the City of Dover's Council Meeting. Some of the issues discussed were

1. Housing for Sex Offenders and Zoned Areas being viewed as Concentration Camps
2. Request for Extensions on Time Allotted to Cure City Housing Violation Codes

On **March 28, 2012, @ approximately 9:24 p.m.,** the DHRC voted to partner with the Social Action Commission of Mt. Zion A.M.E. Church, Outreach Ministries and the Dover Police Department in an effort to discuss implementing strategies and programs for Residents of Dover to "Stop the Violence and Turn In Unregistered Firearms" to the Dover Police Department without any repercussions for Offenders and Non – Offenders of the Law.

On **April 27, 2012, @ 8:00 a.m. – 4:00 p.m.,** Chair Sudler participated in a free training seminar on Investigating & Prosecuting Hate Crimes. The training was excellent and very informative.

The training covered an array of topics such as the need for Non-Governmental Organizations to be more involved and aware of the statutes and laws involving hate crimes. [Please review attachment for training outline]

INVESTIGATING AND PROSECUTING HATE CRIMES

Delaware State University
Martin Luther King, Jr. Student Service Center
1200 N. DuPont Highway
Dover, Delaware

April 27, 2012

8:00 – 9:00 a.m.	**REGISTRATION**
9:00 – 9:30 a.m.	**OPENING REMARKS** Charles M. Oberly, III, United States Attorney, District of Delaware Matt Nosanchuk, Senior Counselor, Civil Rights Division, USDOJ Delaware State University Representative
9:30 – 10:15 a.m.	**LEGAL OVERVIEW OF FEDERAL HATE CRIMES LAW** Myesha Braden, Trial Attorney, USDOJ Civil Rights Division
10:15 – 10:45 a.m.	**FBI Briefing – FBI's Role in the Investigation of Hate Crimes** Drew Watts, Supervisory Special Agent, FBI HQ
10:45 – 11:00	**BREAK**
11:00 – 12:00 p.m.	**HATE CRIME CASE STUDY** *Shenandoah Hate Crime* Myesha Braden, Trial Attorney, USDOJ Civil Rights Division FBI Special Agent Alan Jones
12:00 – 1:15 p.m.	**LUNCH BREAK** (on your own)
1:15 - 2:45 p.m.	**SPECIAL GUEST SPEAKERS** Sheriff Dave O'Malley - former Chief of Police, Laramie, Wyoming Judy Shepard – Mother Matthew Shepard
2:45 – 3:00 p.m.	**BREAK**
3:00 – 3:45 p.m.	**TOWN HALL: FOSTERING COOPERATION BETWEEN LAW ENFORCEMENT and the COMMUNITY** Moderator: Charles M. Oberly, III, United States Attorney, District of Delaware Panelists: Tricia Gibbs, Supervisory Special Agent, FBI, Delaware Harpreet Singh Mokha, Regional Director, Community Relations Service Romona S. Fullman, Director, Delaware Office of Human Relations Ken Haltom, Chief Prosecutor, Kent County, DE Department of Justice
3:45 – 4:00 p.m.	**CLOSING REMARKS**



Certificate of Training

Awarded to

Roy Sudler, Jr.

For Having Participated in the

"Investigating and Prosecuting Hate Crimes"

April 27, 2012
Date

Charles M. Oberly, III, U.S. Attorney

On **May 14, 2012, @ 6:00 p.m. - 6:45 p.m.**, Chair Sudler was invited by 4th District Councilman David Anderson to attended a press release meeting that focused on a free drug prescription card that provides additional healthcare services at a discounted rate for not only residents of Dover, DE but also, surrounding areas.
[Please review attachment for further information]

DOVER PRESCRIPTION CARD
Frequently Asked Questions

What is the Dover Prescription Card?

Dover Prescription Card is a FREE statewide discount prescription assistance program. The program was launched to help uninsured and underinsured residents afford their prescriptions.

Who is eligible to participate in the Dover Prescription Card program?

Every resident of Dover is eligible to receive a FREE prescription drug card.

How do Dover residents get a Dover Prescription Card?

Dover residents can download a FREE card, search drug pricing, and locate participating pharmacies by visiting www.cityofdover.com . Anyone not able to access the website, or otherwise obtain a member card, can visit City Hall or call the City Manager's Office at 302-736-7005. Residents can also obtain cards at various health centers, hospitals, clinics, businesses, and other card distribution sites that are being set up across the state. The card are accepted at more than 58,000 pharmacies across the country.

How can the Dover Prescription Card Program provide free cards to residents?

This statewide prescription assistance program is made possible and funded through the support of pharmacies and pharmaceutical companies.

What makes Dover Prescription Card different from other prescription programs?

- No enrollment forms
- No restrictions to participate
- No eligibility or income requirements/limitations
- No waiting periods
- No age restrictions
- No exclusions
- Includes pre-existing conditions
- No claim forms to file
- No annual or lifetime limits
- Open formulary so that both brand and generic medications are eligible for discounts
- Confidentiality: No personal information will be sold, shared, or distributed.

Can this program be used by people who have insurance with prescription benefits

This program was launched to help the uninsured people of Dover afford their prescriptions. However, people with insurance can also use Dover Prescription Card to get a discount on medications not covered by their insurance (non-covered drugs).

On **May 14, 2012, @ 7:30 p.m. – 9:30 p.m.,** Chair Sudler, and Commissioner Fay D. White attended the City Council Meeting to witness and congratulate the new and re-elected council persons for the City of Dover's 2012 Council. **31st** District House of Representatives – **Daryl Scott** was present as well.

On **May 15, 2012, @ 6:00 p.m. – 8:30 p.m., @ Dover Downs 4th Floor;** Chair Sudler, attended an award banquet and appreciation gathering for various interfaith and outreach ministries that have made a significant impact on the lives of homeless people and the less fortunate in the Dover Community. One of the recipients was Dr. Kim Warfield of the Dover Human Relations Commission.

On **May 19, 2012, @ 12:00 – 4:00 p.m.,** Chair Sudler, Commissioner Dr. Hackett and Commissioner Justina Brewington all participated in the "**March for Jesus Christ" which was an excellent well organized event that exemplified diverse religions and people interacting with each other in peace and harmony;** it was an excellent event well-orchestrated.

On **June 18, 2012, @ approximately 8:05 a.m.,** Chair Sudler received confirmation from Ken Halton Esq. that he would be more than willing to be a panelist and partner with the DHRC at our special forum on sexual orientation, race, and other related incidents of hate crimes.

On **June 19, 2012, @ approximately 12:23 p.m.,** The Commission sent out letters to the final three candidates for part-time contractual assistant [See Next Page for Example]

June 1, 2012

Dover Human Relations Commission [(302) 736.7008]

15 North Plaza City Hall

Dover, DE **19904**

??????????????? [(302) -]

309 Julia Way

Smyrna, DE **19977**

RE: Part – Time Contractual Assistant - DHRC

Dear ??????????:

Please be advised that your resume for Contractual Assistant for the Dover Human Relations Commission has been selected as one of the final three applicants approved.

The final three applicants will be required to observe a DHRC meeting and submit their example of minutes to the Commission.

The commission will review all applicants' demonstration of minute taking and make a final selection by July 9, 2012, by 8:00 p.m.

Upon your earliest convenience, please contact the City Clerk's Office to confirm that you're still interested in providing your contractual assistant services.

Thank You

Respectfully,

Roy Sudler, Jr.

DHRC – Chairman 2012

On **June 27, 2012, @ approximately 8:12 p.m.,** The Commission approved the final draft for Cessation of Illegal Gang Formation Resolution

---

DHRC – 2012 PROPOSED RESOLUTION & FUNDING

A. RESOLUTION: CESSATION OF ILLEGAL GANG FORMATION IN DOVER, DELAWARE

****

Whereas; The City of Dover, the State Capital, strives to be a model for all cities in Delaware and the United State.

Whereas; The Mayor and City Council have granted Powers and Duties to the Dover Human Relations Commission, **Pursuant to Article II. Sec. 58-31.**

Whereas; Article II Sec. 58-31 titles (2), (4) and (5) charges the DHRC with developing ways to measure and monitor community relations and offer a range of programs and services that will help Dover residents identify and resolve issues of human relations; anticipating, preparing for, and relieving community tensions arising from intergroup conflict.(Code 1981, § 2-16; Ord. of 2-11-2002)

Whereas; The Dover Human Relations Commission through open discussion with members of the community and the knowledge of local events has found that gun possession and illegal gang activity is at an all-time high.

Whereas; Illegal gangs are a group of individuals consisting of three or more persons whose demoralizing influence, common interest, attitude and graffiti signs significantly contribute to the commission of disruptive behavior and criminal enterprises in the City of Dover.

Whereas; The number of illegal gang organizations in Dover and Kent County has increased over the last few years, cultivating an environment of psychic imprisonment, mistrust and fear among citizens of Dover.

Whereas; Illegal gang culture and activities have played a significant role in student dropout rates, drug activity and random acts of violence, often leaving innocent bystanders paralyzed and traumatized for life.

Whereas; Illegal gang graffiti promoting hate, fear and danger has defaced public and private sector facilities, impeding home and business owner's rights to market or enjoy their property, without unwelcomed and unauthorized graffiti signs.

Therefore, Be it Resolved; That the Residents of Dover, Delaware, the Mayor, City Council, Dover Police Department, Delaware Department of Justice and the Dover Human Relations Commission have observed with dismay the escalation of gang growth and development in our communities and will merge resources and efforts to intensify the pursuit of eliminating illegal gang formation, activities, and communication, including the display of graffiti signs in Dover, Delaware.

Be it Further Resolved; That we will accomplish this goal and establish a New Community and Family Involvement Paradigm for Cessation of Illegal Gang Formation by

1. Cleaning up our streets together, showing resistance to illegal gang formation and unwelcomed graffiti signs through unity and clear purpose;
2. Increasing individual's awareness and accountability for reporting known illegal gang activity and \ or formation in your community.
3. Strengthening parent and family involvement in the childrearing and educational process
4. Implementing and supporting additional intervention and summer programs; and

5. Providing additional funding to the Dover Police Department through grants and other resources to establish additional police stations in areas with high volumes of crime to protect Dover residents from being a target of bias-motivated violence in the City of Dover.

B). Grant Sample: 

OJJDP FY 2012 Defending Childhood Resource Center: Improving the Nation's Response to Children Exposed to Violence.

On **July 9, 2012 @ approximately 7:30 p.m.,** Chair Sudler and Commissioner Fay D. White attended the City of Dover's Council Meeting. During the meeting, there were a few presentations discussed which consisted of the following:

1. Presentation - Lutheran Senior Services of Dover, Inc. - Payment in Lieu of Taxes (PILOT)
2. Legislative, Finance, and Administration Committee Report - **June 25, 2012**
3. Review and Recommendation - Filling Critical Positions - Library
4. FY 2013 Hiring Freeze and Recruitments and
5. Reduced Rates for All-Electric Homes in December, January, and February
(Committee Recommended That the Proposal to Reduce Electric Rates for All-electric Homes Be Referred to Staff for Cost Analysis and Review

On **July 9, 2012, @ approximately 3:10 p.m.,** Natalie Way contacted the DHRC in regards to a presentation about their Mentor & Leadership Program, which she would like the DHRC to consider partnering with them in the near future.

On **July 11, 2012, @ approximately 6:00 p.m.** Chair Sudler attended the Joint Legislative, Finance, and Administration Committee and Election Board Meeting to hear the following proposals

A. Results of **NAACP Review of Proposed Council District Boundaries** and

B. Review of **Revised Proposed Reapportionments of Council District Boundaries**

On **July 21, 2012, @ approximately 5 p.m.,** Commission members attended the Barbeque & Bonfire Event for Jesus Christ sponsored by **Mt. Zion A.M.E. Church of Dover, DE [Men's Day Committee 2012]**, "The event was outstanding," said Willie Jones, former Acting Chair &Vice- Chairman for the **DHRC** also, in attendance was **Senator Brain Bushweller of Delaware and Daryl Scott of the 31st District House of Representatives for Delaware.**

This event promoted inclusiveness and fellowship among various interfaith agencies and community leaders. For it was a unique and refreshing event to attend. Also, Mt. Zion's Men's Day Committee gave a special thanks to the **City of Dover's Fire Marshal Division and DNREC** for authorizing the bonfire activity segment of the celebration.

On **July 24, 2012, @ approximately 8:30 a.m.,** Chair Sudler attended a training session on **Title 25 Pursuant to the State of Delaware's Landlord / Tenant Code.** Presented by the Law Office of Michael P. Morton, PA **mmorton@michaelpmorton.com** (302) - 426.1313

Some of the issues that were highlighted consist of the following:

1. Landlords Remedies for Filing Civil Suit against Tenants Who Have Filed Bankruptcy
2. Landlord's Illegal Ouster of Residents / Tenants from Rental Unit
3. Human Relations Concerns [Race & Handicap Discrimination in Fair Housing Process]
4. Zero-Tolerance Rules & Regulations for Subsidy Housing [HUD]
5. Manufactured Home Requirements and Specifications for the State of Delaware
6. Landlords Remedies for Residents Behavior Deemed Undesirable & Harmful to Community and Unit; and
7. Residents Remedies for Landlord's Failure to Correct Defective Conditions in the Unit

I asked Mr. Morton [Trainer] if he would be willing to partner with the DHRC and conduct a workshop on housing issues and common violations; his response was "yes!"

On **August 9, 2012, @ approximately 7:10 p.m.** a special meeting titled Community and Student Involvement in Resolving Racial and Sexual Orientation Hate Crimes in Communities and Educational Institutions was conducted by the DHRC and went well. For those individuals who did not have an opportunity to attend, there will be a part two of the special forum forthcoming in 2013.

COMMUNITY LEADERS & STUDENTS DISCUSSING NEW PARADYMS FOR REPORTING AND DECREASING HATE CRIMES IN DOVER, DELAWARE AND SURROUNDING AREAS



Chair Sudler's Special Forum Opening Statement:

The Dover Human Relations Commission is an advisory body to the **Mayor** and **City Council of Dover, Delaware**.

The Commission is **empowered** to monitor community relations and measure inter-group conflict. The Commission has a fiduciary duty to be non-bias when seeking conflict remedies for resolving disputes.

The Commission's **Powers** and **Duties** are granted by the Mayor and City Council Members pursuant to **Chapter 2-Administration, Article 1, Division 6, Section 2-21 of the Dover Code:**

- Tonight's Special Forum is called according to

ARTICLE II.

Sec. 58-31.

(1) *To* promote and develop an environment of fairness and respect among its citizens; and

(4) *To o*ffer a range of programs and services that will help its residents and neighborhoods prevent and resolve issues of human relations

(Code 1981, § 2-16; Ord. of 2-11-2002)

The focus of this special forum is to raise the awareness and involvement in resolving and reporting racial and sexual orientation hate crimes in Dover and the State of Delaware. In addition, to review ethical remedies for dealing with emotional, spiritual, and social challenges for victims of bias-motivated violence.

The goal of the Dover Human Relations Commission tonight is to help generate new paradigms and methods for eradicating hate crimes through none-controversial and

constructive dialogue that stimulates the community, students and law enforcement agencies to build a closer relationship with one another.

Please be advised that this special forum is not a debate over the concepts and ideas of same sex marriages or pending cases involving racial tension, but an educational enrichment forum that highlights how to properly disagree with one's race or sexual orientation without offending or violating another person's human and constitutional rights.

Each presenter will be asked a series of questions by the Chair of the Commission and after all presentations; the forum will be open to the audience for discussion at that time.

The Ground rules for this forum are as follows;

1). Audience Members will have **3** minutes to voice their concerns during question \ answer period

2). Citizens who contacted the City Clerk's Office will speak first

3). All questionnaires and written testimonies are to be submitted to the commission

4). Please reframe from side conversations when citizens are speaking

5). No Pending Cases will be discussed

6). Adjournment @ 9:00 p.m.

After the ground rules were read, chair Sudler began with presenter number one, **Chief Prosecutor Kent County, DE Ken Haltom Esq. Department of Justice** and asked him to briefly define the following topics:

1. Hate Crime Prevention Act – Shepard's Law?
2. Hate Crime Case Study – Shenandoah [Women being torched for being gay]
3. **42 U.S.C. Code 3631** [Threatened to use force because of race, color etc…]
4. In your opinion, what area of communication is most essential for enhancing the relationship and trust between law enforcement agencies and non-government organizations

Chief Prosecutor Kent County, DE Ken Haltom Esq. Department of Justice Response ® to questionnaire:

R1). Chief Haltom spoke about how Mathew Shepard was tortured for being gay, which according to Delaware Criminal and Traffic Law Manual Title 11 Code 1304 Section (a) (2) select a victim because of his/her sexual orientation. This misfortunate incident was the reason why it's called Shepard's Law

R2). Chief Haltom wasn't to familiar with the case study of Shenandoah, who was also tortured for being gay, so he elaborated on the need for students in schools and community members to report hate crime offenders and incidents to the local law enforcement agencies, and or, city and state officials.

R3). Chief Haltom explained Title 42 U.S.C. Code 3631 as a hate crime covered under the State of Delaware's Title 11 Code 1304 Section (a) (2), selection of victim due to race, which is a hate crime offense. In closing of Chief Haltom's response to the questions by the chair, a final question was asked, Chief Haltom, in your opinion, what area of communication is most essential for enhancing the relationship and trust between law enforcement agencies and non-government organizations?

R4). Chief Haltom acknowledged that there are different avenues to help promote better communication and stronger alliance between law enforcement agencies and the community. He suggested that we work together to break down the barriers that keep individuals from reporting these hate crimes and he encouraged audience members to contact him personally if they were not satisfied with how an investigation was conducted.

Chief Haltom stated that he knows that hate crimes occur more often then what is being reported and he feels and understands the frustration that a person can experience, but he believes that forums such as this one would help to promote dialogue and change. In closing, Chief Haltom shared with the commission that out of 15 years of practicing law, this forum was the first of its kind, which he feels is a big change for him, one which he embrace and is eager to be a big part of.

The second presenter Chief Harry Downs Jr. of the Delaware State University Police Department was asked the following questions:

1. How does DSU'S Police Department investigate hate crimes?
2. Are students briefed about different hate crimes or other related incidents in freshman orientation?
3. What are some of the consequences and penalties for students who have been involved in hate crime activity on campus?

4. In your opinion, how can students and their peers help to eradicate hate crimes on higher education institutions?

Chief Harry Downs Jr. Delaware State University Police Department

Response ® to questionnaire:

R1). Chief Downs indicated that their police department investigates hate crimes the same way any other police department. In incidents such as hate crimes and other related incidents, the student is prosecuted through the university judicial system as well as DSU – Police Department

R2). Chief Downs stated that although they don't cover hate crimes in freshmen orientation they do advocate the need for tolerance and respect among all students regardless of race, religion, color, sexual orientation, national origin, ancestry or disability.

R3). Chief Downs indicated that some of the penalties for being convicted for a hate crime at the university included termination of enrollment at DSU, criminal charges, and DSU- judicial charges. Chief Downs also, expressed how appreciative he was to have a great relationship with Dover Police Chief and Delaware State Police Department.

R4). Chief Downs believes that students can help their peers after being a victim of a hate crime by encouraging them to seek counseling at DSU Counseling Division or talk with Student Government Body (SGA) to help raise awareness of what could happen to other students on campus.

Presenter number four commissioner **Vincent A. Petroff, MHR Human Relations Supervisor Division of Human Relations was asked these series of questions:**

1. How often does race or sexual orientation impede upon one's opportunity to get fair housing in the State of Delaware?
2. How does the state human relations commission investigate hate crimes in housing and workplace environment?
3. In your opinion, what strategies or methods could be used to help community leaders and student government bodies identify and prevent potential hate crime activities in communities and higher education institutions

Vincent A. Petroff, MHR Human Relations Supervisor Division of Human Relations SHRC

Response ® to questionnaire:

R1). Commissioner Petroff, explained the state human relations procedure for investigating fair housing violations according to title 6 chapter 4601 (a) of the Fair Housing Codes for the State of Delaware, outlines the policy and jurisdiction of their commission. Commissioner Petroff stated that between 2010 to 2012, there has been 24 fair housing violations, 0 – sexual orientation discrimination claims and 6 hate crime housing incidents.

R2). Commissioner Petroff said that in an investigation process for the state human relations commission, there are certain elements of the crime that must be present to determine the identity and severity of the housing violation, so in an effort to prevent potential discrimination in housing they have testers to go out to different communities to see if the potential landlords are exercising discriminatory practices on prospect applicants.

For example; if a potential resident decides to look at a neighborhood which they are interested in renting or buying and a current resident states to them that, they may have problems if they move into that neighborhood!, then that statement could be considered an intimidation tactic to deter them from moving in that community. This would be covered under fair housing law title 6 chapter 4619 Prohibition of Intimidation

R3). Commissioner Petroff, believes that there should always be a healthy dialogue and relationship between the police community and neighbors to help address and pinpoint concerns and issues through forums and community meetings. Also, he recommended the mediation process to help reflect all party's issues in a particular situation as a great strategy to diffuse hate crime incidents.

Commissioner Petroff, emphasized on students addressing their problems head on and utilizing Law Enforcement Agencies, the Department of Labor and or the State Human Relations Commission @ 1-877-54-Human for additional guidance and support.

That concludes segment 1 of the special forum

Segment two of the special forum focused on Counselor's Remedies for Victims of Race and Sexual Orientation Hate Crimes in Dover, Delaware

Since two out of the three counselors were unavailable to attend this form, Chair Sudler asked Mr. Ralph Robinson Director of DSU Counseling Division the following questions:

1). How students and community members can positively deal with social and emotional anguish, after encountering or witnessing a race hate incident

2). What are the first components of identifying when you have an emotional problem, who and when to contact them?

3). How can students and family members assist a love one or peer after discovering that they have been a victim of a race hate crime or other related incidents

R1). Mr. Robinson started his response to question number one by first thanking the Dover Human Relations commission for inviting him to the forum and acknowledged that sometimes it's a difficult task to help students deal with emotional and social anguish after being a victim of a race or sexual orientation hate crime and encourages students to talk to someone who will listen to the victim without judging or blaming them for the incident.

R2). Mr. Robinson expressed that one of the first components of identifying when you have an emotional problem is when you find yourself overwhelmed with thoughts of revenge or constant obsession over the matter, which interferes with your normal daily function throughout the day. These signs are often followed by physical signs as well, such as headaches, backaches and stomach pains, which are advance signs of severe emotional distress. Mr. Robinson pointed out that there are a multitude of mental health agencies throughout the state of Delaware that can assist students and non-students with dealing with stress anxiety and depression. He also expressed that students should report incidents to the DSU – Police Department and or, the Counseling Division, so that they can vent and receive support with managing their anger in a positive, rational and respectful way, "for it is okay to be upset, but not okay to behave irrational" said Mr. Robinson

R3). Mr. Robinson reinforced the important of love ones or peers taking the time out to allow the victim to vent without placing blame on the victim, for they need to know that you value their thoughts about the situation and are listening intensely to what they have to say for their emotional well-being.

After the completion of questions being asked and answered by DSU- Director of Counseling Division, Ralph Robinson, the chair introduced to the audience members and panel Mr. Gerald Rocha Community Leader, United Way Employee and Emeritus President of Zeta Rho Lambda Chapter of Alpha Phi Alpha Fraternity Incorporated 1906.

Mr. Rocha elaborated on the alarming amount of suicides at Polytech High School and the enormous amount of bullying issues among the Lesbian, Gay, Bisexual and Transgender Community. Mr. Rocha highlighted how imperative it is to develop a gay and straight alliance throughout all schools districts to help students understand and identify the various sexual orientation communities.

He also, asked Chief Prosecutor for Kent County Department of Justice Ken Haltom Esq. if the lesbian, gay, bisexual and transgender community was protected under title 11 code 1304 (a) (2) of the Delaware State Criminal and Law Traffic Manual, which Chief Haltom said according to his interpretation of the law, it was covered under the Hate Crime Law. After Chief Haltom answered Mr. Rocha's question, then chair Sudler asked Mr. Rocha if there have been any students who have exhibit characteristics in their personality that could be viewed as a potential hate crime offender in the future and how does united way address that issue?

Mr. Rocha expressed that the faculty as well as the kids may have a hard time identifying hate crime scenarios because of the lack of training they have received in that area, but united way is currently seeking additional training in the near future to help eradicate bullying and hate crimes among all students said Mr. Rocha.

After Mr. Rocha's answer, Chair Sudler introduced to the panel and audience members Mr. Mark Steven Wright Jr. who is currently enrolled at Delaware State University as a freshman. Mr. Wright expressed that he was assaulted by an older Caucasian neighbor who was four years older than he, because his neighbor's girlfriend commented to him that Mark was a cute guy to be black / African American. Out of anger, the neighbor assaulted him and until this day, Mark believes that the initial investigation of the incident should have been dealt with as a hate crime and not just an offensive touching and assault incident.

Also, Mr. Wright shared with the commission that he witnessed an illegal search by a ____ Police Officer, who allegedly searched his father's vehicle after being told that he did not have permission to search his vehicle. After witnessing that situation, he stated that he feels that law enforcement officials should have harsher penalties for misuse of authority because the general public trust and depends on law enforcement officers to uphold the law and be a positive role model for the community to look up to and not mistrust them.

According to Mr. Wright, as a student at DSU he has not personally experienced characteristics that define or identify hate crime activity, but he stated that he wish there was counseling sessions that he could have taken advantage of to help him deal with his frustration and emotions, for he said, "after being a victim of a hate crime at an early age, it has changed him to the point that he has become more alert and quicker to defend himself then before the incident occurred".

After Hearing from Mr. Wright, Chair Sudler thanked Mr. Wright and the entire panelist for taking the time out to come and share with the community and commission imperative knowledge and information that is very relevant to our student government body and our community today.

Presentations and Comments from Community Members:

At **8:23 p.m**. Chair Sudler opened the special forum for discussion between the panelist and audience members. Chair Sudler called on Mr. Cecil Wilson, who contacted the City Clerk's Office to speak on tonight's topic, but he was not present. Chair Sudler, then asked other audience members if they were interested in bringing forth any concerns or issues by first stating your name and address for the record.

1). Bill Washington from 8 Mishoe Street Dover, Delaware 19904, thanked 31st District House of Representatives Darryl Scott for helping him with a dilemma he had over a year ago concerning a public works issue in the City of Dover, then he proceeded to brought forth his concern about young adults loitering during late night into the early morning throughout the week and weekend.

He believes that the police department should walk through the community sometimes rather than just ridding bye one's community. For he feels that, the police officers may be able to reach out to the youth and assess the needs of that community more effectively if their presents was more visible on foot then riding by in a police patrol vehicle.

2). Judy Blue of Dover, Delaware asked a question addressed to Mr. Ralph Robinson Director of DSU Counseling Division, in regards to why the campus faculty and staff members of DSU were not reporting any negative changes in the environment on campus? Mr. Robinson's response indicated that there are faculty members who often call his division to notify them of disruptive behavior or emotional distress displayed buy students on the campus. He said, "That sometimes faculty members just takes a student by the hand and leads them to the counseling division, rather than advising and sending them on there way to seek counseling".

3). Fred Robinson of Dover, Delaware asked the panel if anyone knew the percentage of progress made 10 years ago in comparison to 2012, has it increased or decreased in the Dover community concerning hate crimes? Chief Prosecutor Ken Haltom responded to the question by saying, "It's not a crime that is being reported", then Mr. Fred Robinson asked about the hate crime literature that was disseminated on DSU campus and Chief Haltom indicated that he was unable to discuss that case due to the fact that the case was still under investigation, therefore, he could not comment on the question and continued to reinforce the need for citizens to come out and report these hate crimes for he knows it happens more then what's being reported!

Mr. Robinson ended his questions by stating that he feels that the relationship between city officials, community leaders, and community is very poor in comparison to places he has

been, he believes that the city officials need to be more hands on when it comes to their constituents. Mr. Robinson asked, how can we make progress when the community and law enforcement agencies are frustrated with each other?

Mr. Rocha responded to Mr. Robinson's question by stating that he believes that the reason why hate crimes are not being reported is because, whenever someone tries to report a crime as a hate crime, no one wants to deal with the element aspect of the hate crime or its just

intentionally overlooked, he feels that we need to continue to keep having forums such as this special forum in order to bring everyone to the table especially, law enforcement agencies in order to orchestrate a positive resolution in the City of Dover.

Commission Hackett asked Chief Haltom, what are the outcomes of the cases that have been reported in the City of Dover? Chief Haltom expressed that a lot of times the crime doesn't have all of the elements in the case to consider it a hate crime. Also, they do additional research in their investigation such as looking at Facebook or twitter to determine if there are elements to help define that crime as a hate crime.

Mr. Rocha asked Chief Haltom if they did find something on Facebook or twitter, if that would be a felony or misdemeanor. Chief Haltom responded a misdemeanor!

Commissioner Edamatsu asked Chief Haltom, if you have issues such as police bullying during traffic violations is that a hate crime? Chief Haltom response was No! but if a police officer has in his computer data base that a person's license has been suspended, then they are supposed to arrest that individual and take them to jail. For he knows that sometimes Delaware Motor Vehicle Department may not have changed the information or drop the suspended license notice within a certain time period, which could lead to an arrest, but the Department of Justice is aware of those problems and is sensitive to that situation.

Commissioner White expressed that she knows that the Delaware Criminal Codes are often changed on a monthly or annual basis and what she wants to know is, how often is the public made aware of these changes and how are they being notified? Chief Haltom response was these changes are often posted on line for the public's review.

Representative Darryl Scott commented on the fact that there are representatives that monitor the process of passing the law and sometimes may not do as an effective job communicating that to the public, but that is something that they are currently trying to improve.

Commissioner White expressed that DSU is in the Dover community and she feels that constituents of Dover should be allowed to speak and express any and all concerns that they may have in regards to their safety and their love one's safety.

Commissioner Warfeild asked Chief Haltom, How quickly are they changing the Delaware Criminal Codes once they have been passed?

Chief Haltom stated that the law is in effect upon the governor signing of the law. He feels that a good way to monitor that process is through your local representatives and special forums such as this one, where you learn more about upcoming changes and understand how to follow these changes through the General Assembly Web-Site.

Mr. Robinson was called back to the podium to express that for the record, he is not hear to be controversial but to be a part of a positive change and dialogue that is much needed in the City of Dover.

Commissioner Hackett stated that she would like to see a better and closer relationship between the public and the police officers, because some people don't get there mail all the time and are unaware that they are in noncompliance of the Delaware Motor Vehicle Code.

Chief Haltom reinforced to Commissioner Hackett that they are aware of that and often try to work with them as much as legally possible.

31st District Representative Darryl Scott asked DSU – Police Chief Harry Downs Jr. how they investigate similar offenses? Chief Downs indicated that they deal with cases on an individual basis, and if someone feels as though they have been treated unfairly, then strongly recommends that they seek additional help from a higher level of command.

Chief Downs also expressed that he agrees with Chief Haltom that the public needs to help report and resolve hate crimes in their community, because usually, the public has more information about the incident then the police department has, for recommends that the community work closer with the police in quest of strengthening our community, reporting and eradicating not just hate crimes, but all forms of crime in one's community.

Commissioner Dawn Allen-Pyne expressed that the Police Department needs to reach out to the community and let them know what kind of steps have been taken to strengthen their relationship and trust factor between both parties.

Commissioner Hackett stated that we need to make sure that all communities are given the same respect and policed the same way or it could be perceived as discrimination based on neglect.

Commissioner Edamatsu feels that we all have to do a better job in understanding, communicating and working together to make our Dover community a better place for people to reside.

Chair Sudler asked the panel if there has been any talk about requiring hate crime offenders to register like sex offenders with the police department, so that community members would be made aware of individuals who are members of hate crime organizations in their community.

The response from Chief Haltom was no!

In closing of the forum, Chair Sudler thanked the Department of Justice for the State of Delaware, the State Human Relations Commission, Delaware State University's Police Department, Delaware State University's Counseling Division, Students and Community

Leaders for participating in tonight's special forum and encouraged them to come back for part two of the forum, which is forthcoming in 2013.

On **September 27, 2012, @ approximately 7:00 p.m.** The Commission conducted an Outreach Meeting under the leadership of Community Program's Chair and Vice-Chair of the DHRC, Dawn Allen Pyne and also Fay D. White who helped secure and coordinate the outreach meeting.

On **September 27, 2012, @ approximately 9:30 p.m.** Chair Sudler was contacted by Vice-Chair Dawn Allen Pyne and complaintee **Mr. Henry Fordham,** in regards to the events that led up to an attempted murder and castration by hanging at Silver-lake Recreational Park located in Dover, Delaware.

On September 28, 2012, Chair Sudler scheduled a Roundtable Meeting for **October 5, 2012**, with Henry Fordham, State Human Relations Commission, Mayor, City Council President, 4th District Councilmen, 31st District House of Representative the Department of Justice and Dover Human Relations Commission to hear the events that allegedly took place on September 21, 2012. **[Please see roundtable agenda and city solicitor's opinion]**

DOVER HUMAN RELATIONS COMMISSION
ROUNDTABLE MEETING
OCTOBER 5, 2012
CITY HALL CONFERENCE ROOM
****

Agenda

1. Call to Order
2. Prayer
3. Purpose of Roundtable
4. Goal of Roundtable
5. Introduction of Officials
6. Summary of Resident's Statement to DHRC
7. Mr. Henry Fordham's Testimony
8. Review of Alleged Criminal Elements
9. Roundtable Discussion
10. Adjournment

---

3. Purpose of Roundtable:

The purpose of the Dover Human Relations Commission's Roundtable is to establish an environment conducive for residents and community leaders to report sever acts of undesirable behavior and customer service that may place extreme emotional distress on residents of Dover, without fear of retaliatory acts exercised upon them.

4. Goal of Roundtable:

The goal of the roundtable is to provide residents and community leaders with an opportunity to voice their emergency concerns to city, state or federal officials in an effort to help eradicate distress and tension between two or more opposing parties. We will meet this goal by providing resources and information that will contribute to decreasing racial tension and emotional distress after being a victim of bias-motivated acts of violence. In addition, to simply advocate a higher quality of living and communication between the City of Dover officials and all constituents of Dover, Delaware.

5. Introduction of Officials:

6. Resident's Statement:

On September 27, 2012, @ 9:17 p.m., Mr. Henry Fordham reported to the Dover Human Relations Commission's Chair [**Roy Sudler, Jr.]** that on **September 21, 2012,** he was approached by two Caucasian males who befriended him earlier that day through a general conversation about the origin and practices of Muslim Religion. Later on that evening, Mr. Fordham met with the two Caucasian males to continue their conversation. After getting into the vehicle of the two Caucasian males, he then was held gun-point and taken to Silver Lake Recreational Park located in Dover, Delaware. During the time he was unlawfully held captive against his will; Mr. Fordham experienced derogatory racial slurs, being pistol-whipped, hung and attempted murder and castration and survived.

Mr. Fordham stated that, "He tried to report the incident to various law enforcement agencies and was denied the opportunity to make an official hate crime complaint". In addition, according to Mr. Fordham, he was advised by more than one law enforcement agencies, that he would be arrested for false report if he continued to pursue filing an incident report of this nature".

The Dover Human Relations Commission has been requested by Mr. Fordham to be a catalyst \ mediator in the process of helping him to file an official complaint with the proper law enforcement agency without fear of retaliatory acts or undue distress sanctioned upon him.

Mr. Fordham, brought forth his concern to the Dover Human Relations Commission in an effort to make sure that his human and civil rights were not being violated and to simply give testimony as to the events that led up to his abduction on **September 21, 2012**.

8. Alleged Elements in Mr. Henry Fordham's Claim Pursuant to Delaware's Criminal & Traffic Manual

****

Title 11 Sections:

513. Conspiracy in the first degree; class E felony.

604. Reckless endangerment in the first degree; class E felony.

782. Unlawful imprisonment in the first degree; class G felony.

783A. (**4**) Kidnapping in the first degree; class B felony.

1244. (**a**) - (**4**) Hindering prosecution; class A misdemeanor.

1245. Falsely reporting an incident; class A misdemeanor.

1301. (**1**) (**a**) Disorderly conduct; unclassified misdemeanor.

1304. (**a**) (**1-2**) Hate Crimes; class G felony.

1447. Possession of a deadly weapon during commission of a felony; class B felony.

Recommendation from Chair of DHRC as of 9/27/2012 to Mr. Henry Fordham:

1. Seek counseling immediately for emotional distress and thoughts of irrational retaliatory behavior
2. Speak with designated District City Council Representative
3. Document the events that took place in sequence as quickly as possible
4. Roundtable / Testimony

On November 5, 2012, the Commission received a complaint from Mr. Eshed Alston, in reference to the Chair of DHRC not doing enough to address the concerns of the community in regards to the alleged Dover lynching claim and other issues concerning minorities

[Please see complaint document]

DOVER HUMAN RELATIONS COMMISSION DEMAND FOR HEARING AND WRITTEN COMPLAINT AND MEMORANDUM OF RECORD OF WRITTEN PUBLIC DEBATE CHALLENGE SUBJECT WHY ROY SUDLER SHOULD BE REMOVED FROM OFFICE AND REPLACED TO ROY SUDLER IN HIS OFFICIAL CAPACITY

RECEIVED
NOV - 5 2012
City of Dover
CITY MANAGER MAYOR

Written demand for public discussion from EShed Alston on the subject of the suspected documentation of several public lynching of Black males Mr. Connelly and of Johnny Clark. It is noted I personally took a deposition of a Dover Citizen Henry Fortlham. I herein in writing challenge you Roy Sudler in your official capacity to a public debate on two subjects **1**. the factual existence of public lynching of Black men in the city of Dover and **2**. Why you Roy Sudler and your current administration around you should be replaced with a new administration. You Roy Sudler for the public welfare and the good social purposes of the disenfranchized Black community should be replaced by and with someone truly consciencious and employing best practice standards and also possessing professional legal credentials as well as the varied skills and abilites needed to be successful and to be useful in the position you have neglected. You Roy Sudler and your totally oblivious colleages as to what isactually going on should immediately step down for the best interest and the good of the common people of the City of Dover. It is my observation and stated position in writing that you should be removed from your current office and your current position Roy Sudler for gross dereliction of duty and the noted failure to conduct public hearings which is your duty and sole purpose to protect the best interest of all the people for that best interest of the people of the City of Dover you Roy Sudler should step down. Let me know when you are ready to debate me in public on the particular subjects noted my telephone numbers are (302) 264-9568 and (302) 399-90[illegible]

ESHED ALSTON

So help me **GOD** I swear these facts are true

NOTARY

Came before me this 5th day of Nov.

LILY L. BOYER NOTARY PUBLIC MY COMMISSION EXPIRES ON 10-05-14 STATE OF DELAWARE

#7

On November 16, 2012, Chair Sudler attended a roundtable discussion with 4th District Candidate Bernhard A. Greenfield in reference to constituent's concerns and issues at Mishoe Towers, Inc. located in Dover, Delaware

On November 17, 2012, Chair Sudler attended a roundtable discussion in regards to the 4th District Candidate Rev. Wallace Dixon position concerning constituent's concerns and issues for the 4th District at Mishoe Towers, Inc. located in Dover, Delaware

On November 26, 2012 @ 10:55 a.m., Chair Sudler received an E-mail from Councilmen David Anderson of the 4th District, which reference his opinion about the status of Mr. Henry Fordham's claim. **[Please see E-mail]**

FW: Dover Human Relations Commission - Intake Form and Meeting to Discuss

Sent By: Traci McDowell **On:** Oct 10/03/12 8:32 AM

To: roysudlerjr@comcast.net

Cc: "Thomas J. Leary" <councilmanleary@comcast.net>; "Carey Sr., Carleton" <ccarey@dover.de.us>; "Bill Hare" <billh2323@comcast.net>; "David Anderson" <davidlevianderson@gmail.com>; "James Hosfelt" <james.hosfelt@cj.state.de.us>; "Kim Warfield (apostlekim1@verizon.net)" <apostlekim1@verizon.net>; "City Clerks Office" <CityClerk@dover.de.us>; Hollie Ford

Chairman Mr. Sudler:

Please see City Solicitor Rodriguez' opinion below regarding the Roundtable discussion. In light of the opinion, Mr. Leary has advised that the scheduling of this meeting should not proceed.

City Solicitor Rodriguez has suggested that the complainant be directed to speak with the State Human Relations Commission or the Attorney General's Office.

Please feel free to contact me if you have any questions or concerns.

Thank you,
Traci A. McDowell, CMC
City Clerk

-----Original Message-----
From: Nick Rodriguez [mailto:nrodriguez@schmittrod.com]
Sent: Tuesday, October 02, 2012 5:28 PM
To: Stein, Jody
Cc: William Pepper
Subject: Re: Dover Human Relations Commission - Intake Form and Meeting to Discuss

Jody, We recommend that the City and DHRC stay out of this matter completely. This is a criminal accusation and may result in criminal charges. Secondly the City could be sued for inadequate security in a civil lawsuit. Further would be criminal concerns of false complaints. This is our recommendation based upon the very limited information that has been submitted to us at the present time. Nick Rodriguez On Oct 2, 2012, at 1:55 PM, Stein, Jody wrote:

Sent By: **davidlevianderson@gmail.com** **On:** Nov 11/26/12 10:55 AM
To: "Tom Leary" <tlau72@yahoo.com>; "Sean Lynn" <slynn@delawarelaw.com>; "Kim Warfield" <apostlekim1@verizon.net>; "Roy Sudler" <roysudlerjr@comcast.net>; "Roxie Smiley-" <rs82067@gmail.com>; "Gregory Gordon" <revgegordon@yahoo.com>; "Jeannie Anderson" <jeannielynna@msn.com>; ccarey@dover.de.us; Traci McDowell

http://waronthehorizon.com/site/?p=3836 [Review Website]

No wonder, the one gentleman was concerned. Dr. Issa is traveling in radical company. Combine this with private conversations in which he accused me of selling out to the white power establishment for saying a suicide is sometimes just a suicide. I am seeing a picture that I think is dangerous.

It was a huge mistake to prevent the Human Relations commission roundtable with the families. Intentions were pure, but it was the outcome most needed by the radicals who are exploiting then exaggerating legitimate concerns.

We do need to think about addressing this insidious issue without fueling it.

Sent from my HTC One™ S on T-Mobile. America's First Nationwide 4G Network.

The December 2012 meeting was cancelled

In conclusion of the year 2012, the Dover Human Relations Commission has received a total of three intake forms, which the intake form according to City Solicitor Nick Rodriguez and the City of Dover's Clerk Office are not the purview of the DHRC. Therefore, the Commission was instructed to refer these Intake Forms to other agencies for investigation:

DHRC - INTAKE FORM TOPICS:

1. **3/5 Index Cards** that were disseminated on the streets of Down - Town Dover and Delaware State University's Campus, which displayed an image of a person of color hanging by a rope tied to his or her's neck from a tree with a racial slur statement saying,
   "Cleaning Up New Street One Nigger at a Time" [**January 2012**]

2. **Alleged Police Brutality Complaint** against the **Dover Police Department** involving a shooting / homicide that took place on New Street of Dover, Delaware and one of the investigating officers allegedly exercised unnecessary force by punching a citizen of Dover in the face repeatedly during the process of investigating a shooting that was called in by the alleged victim and his mother who witnessed the crime and the shooter and ended up being arrested themselves". The witness to the alleged police brutality assault feared for his or her's safety and chose not to report the incident to Industrial Affairs of Dover Police Department and decided to report the incident to the Dover Human Relations Commission out of concern for retaliatory actions by officers of the Dover Police Department, who allegedly committed this violent offense against a citizen of Dover. [**January 2012**]

3. **Silver-Lake Recreational Park in Dover, DE [Alleged Lynching Report]**
On September 27, 2012, @ 9:17 p.m., Mr. Henry Fordham reported to the Dover Human Relations Commission's Chair [**Roy Sudler, Jr.]** that on **September 21, 2012,** he was approached by two Caucasian males who befriended him earlier that day through

a general conversation about the origin and practices of Muslim Religion. Later on that evening, Mr. Fordham met with the two Caucasian males to continue their conversation. After getting into the vehicle of the two Caucasian males, he then was held gun-point and taken to Silver Lake Recreational Park located in Dover, Delaware. During the time he was unlawfully held captive against his will; Mr. Fordham experienced derogatory racial slurs, being pistol-whipped, hung and attempted murder and castration and survived. Mr. Fordham stated that, "He tried to report the incident to various law enforcement agencies and was denied the opportunity to make an official hate crime complaint". In addition, according to Mr. Fordham, he was advised by more than one law enforcement agencies, that he would be arrested for false report if he continued to pursue filing an incident report of this nature". The Dover Human Relations Commission has been requested by Mr. Fordham to be a catalyst \ mediator in the process of helping him to file an official complaint with the proper law enforcement agency without fear of retaliatory acts or undue distress sanctioned upon him.
Mr. Fordham, brought forth his concern to the Dover Human Relations Commission in an effort to make sure that his human and civil rights were not being violated and to simply give testimony as to the events that led up to his abduction on
September 21, 2012.

DHRC - CONCERNS:

The **Dover Human Relations Commission** is very concerned about the amount of intake forms that indicate racial tension in the City of Dover being deferred out to other agencies for investigation. **Pursuant to Chapter 2 – Administrative, Article I, Division 6, Section 2 – 21 and Article II Section 58 – 31 Titled Human Relations Commission's Purpose; t**he Commission has been granted the Powers and Duties to investigate claims of unfair treatment and develop ways to monitor intergroup conflict among all segments of the City of Dover. The ambiguity of our purpose and constant deferrals of intake complaint forms followed by constant ostracism from constituents of Dover regarding the Commission's lack of investigating official intake complaint forms have unfortunately, contributed significantly to the resignation of current and previous commission members, especially after hearing the nature and

urgency of resident's concerns and not being able to investigate the merit of the complaint.

DHRC - CHAIR'S RECOMMENDATION:

In an effort to avoid further resignations of current and future Commission Members, it is my recommendation, as Chairman of the Dover Human Relations Commission, that the Mayor and City Council of Dover, Delaware, conduct a special meeting with the Dover Human Relations Commission to interpret **Chapter 2 – Administrative, Article I, Division 6, Section 2 – 21 of the Dover Code and Article II. Human Relations Commission, Sec. 58-31. Purpose: to mitigate or eradicate current and future Commission Member's concerns and feelings of not fulfilling their duties as Commissioners who advocate Human and Civil Rights for all segments of Dover, Delaware.**

As the year **2013** approaches, the Dover Human Relations Commission looks forward to continuing to help eradicate **racial tension, unfair-treatment, and intergroup conflict**, while advocating the philosophy of inclusiveness among all segments of Dover, Delaware. On behalf of the Dover Human Relations Commission, we thank the Mayor and Dover City Council Members for appointing each and every one of us to serve the Dover Community in such an imperative and essential way.

Dated: _____

Submitted By: _____

Mr. Roy Sudler, Jr. – Chairman Dover Human Relations Commission

Carvel Building
820 N. French Street
Wilmington, Delaware



Wilmington: (302) 577-5050
Dover: (302) 739-4567
Georgetown: (302) 856-5331

State of Delaware
Human Relations Commission

MEETING AGENDA
"Community Harmony"

TUESDAY, MAY 15, 2001

U. OF D. PARADEE BLDG, DOVER, DE

I. Open Prayer/Silent Meditation

II. Introduction

III. Purpose of Meeting
- Begin a dialog and develop objectives to restore and rebuild our community together with all of you and the citizens of Dover

IV. Highlights of May 1st Meeting

V. Strategies and Objectives

VI. Plan of Action
- Steps and Timeframes

VII. Closing
- Follow-up Meetings

DOVER COMMUNITY MEETING MINUTES

The Delaware Human Relations Commission held a meeting on June 6, 2001 at the University of Delaware, Paradee Building, Route 113 and Bay Road, Dover, Delaware. The meeting was called to order by the Director of the Division of Human Relations, Juana Fuentes-Bowles. Commissioner David Hill was unable to attend the meeting due to illness.

Those present: Director of the Division of Human Relations, Juana Fuentes-Bowles, Mayor James Hutchinson, Lt. Keith O'Connell, Roy Sudler, Jr. Evangelist Shirley Caldwell, Pastor Richard Avant, Bishop Marion Lott, Pastor William Fitzhugh, Councilpersons, John Pitts and Gene Ruane, Elder W.R. Dixon, Elder Paul Caldwell, Bridget Avant and Ray (FAMBCF).

The meeting opened with an introduction of the people present. The meeting was a continuation from the last meeting (May 15, 2001) on the development of strategies and objectives to restore and rebuild the Dover Community. The highlights of the May 15 meeting were discussed. The issues were prioritized as follows:

Issues

(1) Concern of Citizens
(2) How citizens are viewed by local officials
(3) How citizens view the Police Department
(4) Isolation
(5) Dover Police Department (Recruitment, promotions, retention, new hires, etc.)
(6) Role of the Capital School District
(7) Media

Discussion took place on different strategies and objectives that can be placed under some of the issues. Those Strategies and objectives were as follows:

Strategies and Objectives

- How to get citizens involved (i.e. clergy)
- Neighborhood watch program
- Talk with citizens
- Identify communities
- Identify representation from those communities
- Communication
- Meetings being conducted (i.e. neighborhoods)
- Council to hold district meetings
- Hold community meetings
- Mobilization of a Task Force
- Develop a Citizen Concern Board

- Information meetings held by identified entities
- Establish community organizations
- Hold Block Parties
- Citizen Police Academy
- Opportunities
- Partner with Groups
- Develop Diversity Programs
- Develop Civic Associations
- Invite community to a roundtable

All members present were asked to look at some of the strategies that were identified and place them under an issue that was identified, and to develop other strategies for the identified issues.

Discussion took place in identifying communities within Dover that are not organized. Some that were mentioned are: Capital Green, Manchester Square, Liberty Court, Whatcoat, Simmon Circle and Schoolview.

Roy Mishoe Sudler introduced information entitled "Meeting Agenda for the NAACP reference to the State of Delaware, Division of Human Relations Commission" to the group. It was decided by the group to review the information for discussion at the next meeting. (Attached)

The group agreed to invite Diane Mitchum, U.S. Department of Justice at the next meeting.

The meeting was adjourned at 8:10 p.m.. The next meeting is scheduled for June 19 at 6:30 p.m.

Involvement from the Clergy:

Participation from all clergy.

The group felt that a plan of action should be developed before the end of the 2001 school year.

From those Highlights of the May 1, 2001 meeting, seven issues were developed:

(1) Isolation
(2) How citizens are viewed by local officials; i.e. stereotyping, race profiling, labeling.
(3) Media
(4) Dover Police Department
Recruitment, Promotion, Retention of minority group members
(5) How citizens view police, i.e. stereotyping, fear, advocacy role.
(6) Capitol School District role
Recruitment of minority teachers and administrators, school board issues.
Ratio of minority students vs. minority teachers and administration
(7) The anger of citizens

Several strategies were discussed; citizen police academy, opportunities, hold council meetings in council members districts, partner with groups, proactive approaches, develop diversity programs, community league, community review boards, civic association involvement, partner with multi-housing units and their managers, invite the community to the roundtable.

The group agreed with the issues discussed and a ranking should take place to address immediate issues first and respectively followed. They further discussed inviting other members to the table. The group felt that once the issues have been identified and agreed upon, strategies and objectives should be developed for implementation.

All members present were asked to prioritize the issues and be prepared to talk about strategies and objectives for each issue by next meeting.

The meeting was adjourned at 8:45 p.m.. The next meeting is scheduled for June 6, 2001 at 6:30 p.m. at University of Delaware, Paradee Building, Route 113 and Bay Road, Dover, Delaware.

MEETING AGENDA FOR THE NAACP IN REFERENCE TO THE STATE OF DELAWARE DIVISION HUMAN RELATIONS COMMISSION

WEDNESDAY, JUNE 6, 2001

LOCATION: U. OF D. PARADEE BLDG. DOVER DELAWARE

OFFICIAL QUESTIONS SUBMITTED TO THE HUMAN RELATIONS COMMISSION & DISTINGUISHING COLLEAGUE'S FROM THE NAACP.

PURPOSE:

TO PROJECT A REALISTIC TIME FRAME WHICH INDICATES WHEN EACH OF THESE ISSUES BEING PRIORITIZED WILL BE OPEN TO THE COMMUNITY FOR IMPUTE.

QUESTION #{1}

WHEN WILL WE ESTABLISH A FORUM THAT IS OPEN TO THE PUBLIC IN REFERENCE TO STRATEGIES BEING IMPLEMENTED & PRIORITIZED?

{ANSWER}

_____

_____

_____.

Carvel Building
820 N. French Street
Wilmington, Delaware

Wilmington: (302) 577-5050
Dover: (302) 739-4567
Georgetown: (302) 856-5331

State of Delaware
Human Relations Commission

June 12, 2001

Mr. Roy Sudler, Jr.
NAACP
130 Brandywine Drive
Meadows
Dover, DE 19904

Dear Mr. Sudler, Jr.:

Enclosed please find the minutes from the June 6, 2001 meeting.

Please review and be prepared to discuss strategies and objectives for each of the issues that were developed by the group.

Our next meeting is scheduled for **Thursday, June 19, 2001 at 6:30 P.M., at DelDot, Rt. #113 & Bay Road, Dover, DE 19901**. The meeting will be held in the New Castle Conference Room.

If you have any questions, feel free to call me at 739-4567.

Sincerely,

Juana Fuentes-Bowles

Juana Fuentes-Bowles, Director
Division of Human Relations

JFB:sp

Xc: Harriet Smith Windsor, Secretary of State
Al Carter, Deputy Principal Assistant
David Hill, Commissioner
Calvin Christopher, Commission Chairperson

DOVER COMMUNITY MEETING MINUTES

The Delaware Human Relations Commission held a meeting on May 15, 2001 at the University of Delaware Paradee Building, Route 113 and Bay Road, Dover, Delaware. The meeting was called to order by Commissioner David W. Hill at 6:45 p.m.

Those present were: Commissioner David Hill, Director of the Human Relations Office, Juana Fuentes-Bowles, Councilpersons, Carleton Carey, Sr., William McGlumphy, John Pitts, Robert Ritter, Eugene Ruane, Stephen Speed, William Truitt, Charles Weller, President of Kent County NAACP, Cecil Wilson, Bishop Marion Lott, Mayor James Hutchinson, Chief of Police designees, Lt. Keith O'Connell and Capt. Ray Taraill, NAACP Community Activist, Travis Mishoe Sudler and NAACP Chair of Labor, Ray Sudler, Jr.

The purpose of the meeting was to begin a dialogue and develop objectives to restore and rebuild the community together with all citizens of Dover. Highlights of the May 1st meeting was discussed. Those highlights were as follows:

Partnership:

Partnering with other entities to establish a working relationship (Delaware State Housing Authority, community leaders, Government Officials, Attorney General Office, U.S. Department of Justice, HUD, Delaware State Housing Authority, Wesley College, Delaware Technical and Community College, Civic Organizations and Law Enforcement).

Media Issues:

How they can approach the Media. How the media portrays races and cultures. How media self-evaluates news.

Education/Community Outreach:

Feedback from citizens – Develop ways to dialogue with community leaders; ways to market the City of Dover, holding public meetings and how to be proactive vs. reactive approaches.

Citizen Police Academy:

How the academy functions. How it can be a resource to the community.

QUESTION #{2}

WHAT IS THE LONG RANGE GOAL OF THE HUMAN RELATIONS COMMISSION??????????????????

{ANSWER}

_____

_____

_____

OFFICIAL NOTATION:

PLEASE BE ADVISED THAT THE **{NAACP}** WOULD LIKE TO WORK CONCLUSIVELY WITH THE COMMUNITY AND NOT A SEGMENT OF HIGHER OFFICIALS.

AS OF JULY 6, 2001 THE NAACP WILL NOT COMMIT TO ANY TYPE OF PARTNERSHIP WITH VARIOUS ORGANIZATIONS.

ALSO,

ANY ATTEPT TO DISCUSS THE REGINALD HANNA CASE WILL CAUSE THE NAACP TO REMOVE THEMSELVES FROM THE PANEL.

ON BEHALF OF THE NAACP:

ROY MISHOE SUDLER ALONG WITH **TRAVIS MISHOE SUDLER** WILL REPRESENT THE NAACP TODAY [JULY 6, 2001]

DHRC 2012

Chairman's Report
Submitted by: Roy Sudler, Jr.

April 5, 2012

Submitted to: Legislative, Finance & Administration Committee
****

As an update to Chair Sudler's Self-Review and Recommendations for how the DHRC could operate more effectively within the purview of its mission statement, the Commission has moved forward towards implementing three out of the eight recommendations accepted and approved by the Legislative, Finance & Andministration Committee.

R-(1). That an in-depth discussion be held with city Council and the DHRC to clarify the intended goals and expectations of the Commission, as described in (Code 1981, & 2-20; Ord. of 2-11-2002).

On **January 26, 2012, @ approximately 3:30 p.m**. Council President Tom Leary and I met to discuss a possible date and time for the DHRC and City Council to sit down together and review the purpose, functions, and responsibilities of the DHRC in accordance with the Powers and Duties Granted by the Mayor and City Council for clearer detailed guidelines.
The meeting went well and I am looking forward to establishing a healthier relationship between the Mayor, City Council and the Dover Human Relations Commission.

R-(4). That the DHRC foster more collaborative relationships / Partnerships with other appropriate groups / organizations in working to accomplish the Commission's objectives (i.e., faith-based groups, YMCA, Dover Police, NAACP, etc).

On **March 12, 2012, @ approximately 4:03 p.m**., I visited Delaware State University's Counseling and Public Safety Division to see if they would be willing to partner with the City of Dover's DPD & DHRC to discuss the value of Community and Student Involvement when helping Law Enforcement Agencies in Resolving Race Hate Crimes and Other Related Incidents.

On **March 28, 2012, @ approximately 9:24 p.m.,** the DHRC voted to partner with the Social Action Commission of Mt. Zion A.M.E. Church, Outreach Ministries and the Dover Police Department in an effort to discuss implementing strategies and programs for Residents of Dover to "Stop the Violence and Turn In Unregistered Firearms" to the Dover Police Department without any repercussions for Offenders and Non – Offenders of the Law.

R-(6). That the City Solicitor conducts a workshop for DHRC Member's, on "How to Interpret the DHRC Powers, Duties and City Codes Granted by the Mayor & City Council".

DHRC 2012

Chairman's Report
Submitted by: Roy Sudler, Jr.

Mr. Rodriguez [City Solicitor] **April 12, 2012**
City of Dover

RE: DHRC - Workshop on Powers & Fiduciary Duties

On **January 25, 2012, @ approximately 7:47 p.m.** the DHRC voted to obtain a better understanding as to why the Intake Form submitted by Dr. Joe Burden Jr. concerning the 3/5 Racial Slur Index Cards were removed from **February's Agenda 2012**. In an effort to help the DHRC stay within its purview with clearer operational procedures, the Commission would like to conduct a workshop under your leadership on the Powers and Duties of the Commission granted by the Mayor and City Council of Dover, Delaware.

Below are two sections that the commission would like for you to discuss first upon your earliest convenience. We thank you in advance for assisting us and we look forward to working closer with You, Mayor, and City Council of Dover, Delaware.

ARTICLE II. HUMAN RELATIONS COMMISSION

Sec. 58-31. Purpose.

(2) *Monitoring.* Develop ways to measure and monitor community relations, particularly those that are sources of intergroup conflict;

Sec. 58-33. Organization; quorum; meetings; rules of procedure; limitation of functions; agreements; compensation; legal counsel; reports.

(e) *Functions limited.* The commission shall not involve itself in activities or functions already assigned by law or decree to other governmental bodies

At this time, that will conclude Chair Sudler's Update Report on Recommendations Implemented and Approved by the Legislative, Administrative & Finance Committee.

DOVER HUMAN RELATIONS COMMISSION – 2011

Chairman's Review and Recommendations

Submitted by: Roy Sudler, Jr.

1/6/2012

****

As a summary and follow up to the DHRC – 2011 Annual Report which was submitted December 21, 2011, the following self-review and recommendations are being offered for consideration as to how the DHRC could operate more effectively within the purview of its mission. Stated in the City's code, Article II, Sec. 58-31, the DHRC was established to effectively help the City meet the following needs:

(1) The need for an environment of fairness and respect among its citizens;
(2) The need for ways to effectively measure and monitor community relations, particularly those that are sources of intergroup conflict;
(3) The need for all segments of the community to understand and appreciate positive intergroup relations;
(4) The need for programs and services to help prevent and resolve community issues and improve human relations; and
(5) The need for developing ways of anticipating, preparing for, and relieving community tensions arising from intergroup conflict.

Recognizing that the above needs have been long-term and deep-rooted, the DHRC realizes that there are no "ready-made, quick fixes," and solutions cannot be accomplished by the DHRC alone. The key words in our stated purpose are "to help the City." With that thought in mind, I offer the following observations and recommendations.

Summary:

The Commission has hosted special meetings and forums during the year in response to complaints and disruptive incidences within the Dover community. These meetings were conducted in an open and non-threatening manner, with the intention of objectively reviewing the circumstances and handling of various situations. The Commission has often asked questions and sought information from the Dover Police Department and others in an effort to determine whether the handling of situations appeared to treat everyone fairly, and in a manner which helped to create an environment of fairness, dignity and respect. The Commission has also collaborated with other community agencies, organizations, City and State officials in seeking ways of addressing identified needs and concerns regarding human relations and relieving tensions arising from intergroup conflict within the City. An example of this was displayed when the DHRC was effectively used as a mediator in

resolving an alleged unfair treatment claim against the City's Housing Code Enforcement Division. The Commission was able to reflect the individual's concerns while conveying to him how important it was for him to be in compliance with the codes. Today, both parties are working together in an effort to permanently resolve this matter.

Recommendations:

(1) That an in-depth discussion be held with City Council and the DHRC to clarify the intended goals and expectations of the Commission, as described in (Code 1981, & 2-20; Ord. of 2-11-2002). This should insure that each group has the same understanding of the purpose, functions, responsibilities, and expectations of the Commission. As Councilwoman, Sophia Russell stated, "the Dover Human Relations Commission would function more effectively through clearer detailed guidelines and procedures for the Commission."

(2) That the DHRC work with the Mayor's Office in developing detailed written guidelines and operational procedures for exercising and accomplishing the Commission's seven (7) Powers and Duties, as delineated in Sec. 58-36. Perhaps this should include definitions, explanations, clarifications of "functions limited," ways to determine when/what they are, and even protocol for soliciting/receiving other funds.

(3) That a youth commissioner be added to the Commission. This would help to expand the Commission's inclusion of representation from the entire community. It could also help with developing ways to measure and monitor community relations.

(4) That the DHRC foster more collaborative relationships/partnerships with other appropriate groups/organizations in working to accomplish the Commission's objectives (i.e., faith-based groups, YMCA, Dover Police, NAACP, etc).

(5) That the DHRC be granted authorization to receive training for investigating and monitoring claims of unfair treatment, exclusion, and racial tension in accordance with its purpose, responsibilities, and functions. Other suggested trainings would include the Mediation Process by the Center of Community Justice in an effort to help diffuse/eradicate conflicts.

(6) That the City Solicitor conducts a workshop for DHRC members On "How to Interpret the DHRC Powers, Duties, and City Codes." This should help commission members to function more effectively within the guidelines of the DHRC's purpose.

(7) That the DHRC and City Council work together to develop and approve a Long-range Strategic Plan and Annual Operational Plan for the DHRC. This would greatly enhance the Commission's and City's ability to monitor, measure, and evaluate effectiveness of the City and the Commission in meeting its five (5) stated needs.

(8) That professional training be provided for the DHRC in "How to Develop a Strategic Plan."

1 Being a Prepared Tenant in Delaware

Presented by the Law Office of
Michael P. Morton, PA
mmorton@michaelpmorton.com
302-426-1313

2 The Landlord Tenant Code

- **The operative code under which all Delaware residential landlord tenant relationships operate is found in the Delaware Code in Title 25, Property, Residential Landlord Tenant Code.**
- **25 Del. Code. §5101-§5718**
- http://delcode.delaware.gov/
  - Click on Title 25- Property go to 5101

3 Manufactured Home Owners and Community Owners Act

- **This code regulates all rentals of lots for the placement of manufactured homes in Delaware.**
- **The Manufactured Home Communities act DOES NOT govern the rental of manufacture homes, only the rental of the lot. So if a tenant is renting the lot and the home, then two code apply.**
- **25 Del. Code § 7001-7025.**
- http://delcode.delaware.gov/
  - Click on Title 25- Property then go to 7001 et seq

4 Local Codes

- **Wilmington Code, Chapter 34**
- **NCC Code, BOCA National Property Maintenance Code**
  - **Complaint generated compliance visits**
  - **Tenants Rights Guide**
  - **Yearly registration**
  - **Protocol for Random Inspections**
  - **Enforcement or penalty sections**
- **City of Newark**

5 Landlord as defined in Section 5141

- **The owner, lessor or sub-lessor of the rental unit or the property of which it is a part and, in addition, shall mean any person authorized to exercise any aspect of the management of the premises, including any person who, directly or indirectly, receives rents or any part thereof other than as a bona fide purchaser and who has no obligation to deliver the whole of such receipts to another person; or**
- **Any person held out by any landlord as the appropriate party to accept performance, whether such person is a landlord or not; or**
- **Any person with whom the tenant normally deals as a landlord; or**
- **Any person to whom the person specified in subparagraphs b. and c. of this paragraph is directly or ultimately responsible.**

6 Landlord as defined in Section 7003

- **"Landlord" or "community owner" means the owner of 2 or more manufactured home lots offered for rent. It includes a lessor, sub-lessor, park owner or receiver of 2 or more manufactured home lots offered for rent, as well as any person, other than a lender not in possession, who directly or indirectly receives rents for 2 or more manufactured home lots offered for rent and who has no obligation to deliver such rents to another person.**

7 Tenant

- **The Residential Code defines Tenant as follows:**
  - **"Tenant" shall mean a person entitled under a rental agreement to occupy a rental unit to the exclusion of others, and the word "tenant" shall include an occupant of any premises pursuant to a conditional sales agreement.**
- **Section 7003 reads in relevant part:**
  - **"Tenant" or "home owner" means an owner of a manufactured home who has a tenancy of a lot in a manufactured home community; a lessee.**

8 Lease (AKA Rental Agreement)

- The Residential Code defines it as follows:
  - "Rental agreement" shall mean and include all agreements, written or oral, which establish or modify the terms, conditions, rules, regulations or any other provisions concerning the use and occupancy of a rental unit.
- Section 7003 reads in relevant part:
  - "Lease" or "rental agreement" means a written contract between a landlord and a tenant establishing the terms and conditions whereby a manufactured home is placed upon or is allowed to remain upon a rented or leased lot in a manufactured home community.

9 Rent

- The Residential Code does not define rent but has several relevant provisions that say what is considered rent.
  - Late fees are considered rent. §5501(d) says in part: "A late fee is considered as additional rent for the purposes of this code."
  - § 5312 says in relevant part: (e) Charges for utility services made by a landlord to a tenant shall be considered rent for all purposes under this Code.
- Section 7003 reads in relevant part:
  - "Rent" means money paid by a tenant to a landlord for the possession, use and enjoyment of a rented lot and other parts of the premises in a manufactured home community pursuant to a rental agreement. For purposes of summary possession, rent includes late fees for rent, other fees and charges, including utility charges, and the tenant's share of the Delaware Manufactured Home Relocation Trust Fund assessment.

10 What to do before you rent?

- Condition of the rental unit
  - Take photographs
  - Ask for written check list for deficiencies
  - Make sure they turn in sheet and keep a copy
  - Remember Code protects you for promises of repairs.

11 § 5302. Tenant remedy; termination at the beginning of term.

- (a) If the landlord fails to substantially conform to the rental agreement, or if there is a material noncompliance with any code, statute, ordinance or regulation governing the maintenance or operation of the premises, the tenant may, on written notice to the landlord, terminate the rental agreement and vacate the premises at any time during the 1st month of occupancy, so long as the tenant remains in possession in reliance on a promise, whether written or oral, by the landlord to correct all or any part of the condition or conditions which would justify termination by the tenant under this section.
- (b) If the tenant remains in possession in reliance on a promise, whether written or oral, by the landlord, to correct all or any part of the condition or conditions which would justify termination by the tenant under this section; and if substantially the same act or omission which constitutes a prior noncompliance, of which prior notice was given under subsection (a) of this section, recurs within 6 months, the tenant may terminate the rental agreement upon at least 15 days' written notice, which notice shall specify the breach and the date of termination of the rental agreement.

12 § 5302 continued

- (c) If there exists any condition which deprives the tenant of a substantial part of the benefit or enjoyment of the tenant's bargain, the tenant may notify the landlord in writing of the condition; and, if the landlord does not remedy the condition within 15 days, the tenant may terminate the rental agreement. The tenant must then initiate an action in the Justice of the Peace Court seeking a determination that the landlord has breached the rental agreement by depriving the tenant of a substantial part of the benefit or enjoyment of the bargain and may seek damages, including a rent deduction from the date written notice of the condition was given to the landlord.
- (d) If the condition referred to in subsection (c) of this section was caused willfully or negligently by the landlord, the tenant may recover the greater of:
- (1) The difference between the rent payable under the rental agreement and all expenses necessary to obtain equivalent substitute housing for the remainder of the rental term; or
- (2) An amount equal to 1 month's rent and the security deposit.
- (e) The tenant may not terminate the rental agreement for a condition caused by the want of due care by the tenant, a member of tenant's family or any other person on the premises with the tenant's consent. If a tenant terminates wrongfully, the tenant shall remain obligated under the rental agreement. (70 Del. Laws, c. 513, §§ 2.)

13 §§ 5104. Obligations of good faith.

- **Every duty under this Code, and every act which must be performed as a condition precedent to the exercise of a right or remedy under this Code, imposes an obligation of good faith in its performance or enforcement.**

14 §§ 5116. Fair housing provisions

- (a) No person, being an owner or agent of any real estate, house, apartment or other premises, shall refuse or decline to rent, sublet, sublease, assign or cancel any existing rental agreement to or of any tenant or any person by reason of race, creed, religion, marital status, color, sex, national origin, disability, age or occupation or because the tenant or person has a child or children in the family.
- (b) No person shall demand or receive a greater sum as rent for the use and occupancy of any premises because the person renting or desiring to rent the premises is of a particular race, creed, religion, marital status, color, sex, national origin, disability, age or occupation or has a child or children in the family.
- (c) In the event of discrimination under this section, the tenant may recover damages sustained as a result of the landlord's action, including, but not limited to, reasonable expenditures necessary to obtain adequate substitute housing.
- (d) Notwithstanding subsection (a) of this section relating to age discrimination, and consistent with federal and state fair housing acts, a landlord may make rental units available exclusively for rental by senior citizens. A senior citizen rental unit shall be available for rent solely to senior citizens, without regard to race, creed, religion, marital status, color, sex, national origin, disability or occupation of the senior citizen and without regard to whether or not the senior citizen has a dependent child or children in the residence.
- This section is enforced by the Human Relations Commission.

15 §§ 5106. Rental agreement; term and termination of rental agreement.

- (a) No rental agreement, unless in writing, shall be effective for a longer term than 1 year.
- (b) Where no term is expressly provided, a rental agreement for premises shall be deemed and construed to be for a month-to-month term.
- (c) The landlord may terminate any rental agreement, other than month-to-month agreements, by giving a minimum of 60 days' written notice to the

tenant prior to the expiration of the term of the rental agreement. The notice shall indicate that the agreement shall terminate upon its expiration date. A tenant may terminate a rental agreement by giving a minimum of 60 days' written notice prior to the expiration of the term of the rental agreement that the agreement shall terminate upon its expiration date.

- (d) Where the term of the rental agreement is month-to-month, the landlord or tenant may terminate the rental agreement by giving the other party a minimum of 60 days' written notice, which 60-day period shall begin on the 1st day of the month following the day of actual notice.
- (e) With regard to a tenant occupying a federally-subsidized housing unit, in the event of any conflict between the terms of this Code and the terms of any federal law, regulations or guidelines, the terms of the federal law, regulations or guidelines shall control.

16 ☐ **§§ 5107. Renewals of rental agreements with modifications**

- (a) If the landlord intends to renew the rental agreement subject to amended or modified provisions, the landlord shall give the tenant a minimum of 60 days' written notice prior to the expiration of the rental agreement that the agreement shall be renewed subject to amended or modified provisions, including, but not limited to, amended provisions relating to the length of term or the amount of security deposit or rent. Such notice shall specify the modified or amended provisions, the amount of any rent or security deposit and the date on which any modifications or amendments shall take effect.
- (b) After receipt of such notice from the landlord, unless the tenant notifies the landlord of the tenant's intention to terminate the existing rental agreement a minimum of 45 days prior to the last day of the term, the provisions of the amended or modified rental agreement shall be deemed to have been accepted and agreed to by the tenant, and the terms of the lease, as amended, shall take full force and effect.
- (c) If the tenant rejects the modified terms or provisions set forth in a notice of renewal given under this section, then the rejected notice of renewal shall be considered an effective termination notice.
- (d) The terms of subsections (a) through (c) of this section shall not be applicable where the tenant's rent and security deposit are a function of the tenant's income in accordance with any form of regulations or guidelines of the United States Department of Housing and Urban Development (HUD); in the event that they are a function of income, the regulations and guidelines established by HUD with regard to the determination and future adjustments of a tenant's rent and security deposit shall govern, with regard to a tenant's occupying HUD-subsidized units. In the event of any conflict between the terms of this Code and the terms of any HUD regulation or guideline, the terms of a HUD regulation or guideline shall control. (79 Del. Laws, c. 513, §§ 1.)

17 ☐ **§§ 5108. Rental agreement; automatic extension**

- (a) Where a rental agreement, other than for farm unit, is for 1 or more years, and 60 days or upward before the end of the term either the landlord does not give notice in writing to the tenant of landlord's intention to terminate the rental agreement and the tenant does not give 45 days' notice to the landlord of tenant's intention to terminate the rental agreement, the term shall be month-to-month, and all other terms of the rental agreement shall continue in full force and effect.
- (b) The provisions of §§ 5107(a) through (c) of this title shall control if a notice of renewal with modifications has been sent.
- (c) With regard to a tenant occupying a federally-subsidized housing unit, in the event of any conflict between the terms of this Code and the terms of any federal law, regulations or guidelines, the terms of the federal law, regulations or guidelines shall control.

18 ☐ **§ 5109. Rental agreement; promises mutual and dependent**

- (a) Material promises, agreements, covenants or undertakings of any kind to be performed by either party to a rental agreement shall be interpreted as mutual and dependent conditions to the performance of material promises, agreements, covenants and undertakings by the other party.
- (b) A party undertaking to remedy a breach by the other party in accordance with this Code shall be deemed to have complied with the terms of this Code if their noncompliance with the exact instructions of this Code is nonmaterial and non prejudicial to the other party.

19 ☐ **§§ 5110. Rental agreement; effect of unsigned rental agreement**

- (a) If the landlord does not sign a written rental agreement which has been signed and tendered to the landlord by the tenant, acceptance of rent without reservation by the landlord shall give to the rental agreement the same effect as if it had been signed by the landlord.
- (b) If the tenant does not sign a written rental agreement which has been signed and tendered to the tenant by the landlord, acceptance of possession and payment of rent by the tenant, without reservation, shall give to the rental agreement the same effect as if it had been signed by the tenant.
- (c) Where a rental agreement which has been given effect by the operation of this section provides by its terms for a term longer than 1 year, it shall operate to create only a 1-year term.

20 ☐ **Verbal rental agreements.**

- **Are recognized under the code, but are not recommended.**

21 ☐ **§§ 5101. Applicability of Code**

- (a) This Code shall regulate and determine all legal rights, remedies and obligations of all parties and beneficiaries of any rental agreement of a rental unit within this State, wherever executed. Any rental agreement, whether written or oral, shall be unenforceable insofar as the agreement or any provision thereof conflicts with any provision of this Code, and is not expressly authorized herein. The unenforceability shall not affect other provisions of the agreement which can be given effect without the void provision.

22 ☐ **§§ 5501. Tenant obligations; rent**

- (a) The landlord and tenant shall agree to the consideration for rent. In the absence of such agreement, the tenant shall pay to the landlord a reasonable sum for the use and occupation of the rental unit.
- (b) Rent shall be payable at the time and place agreed to by the parties. Unless otherwise agreed, the entire rent shall be payable at the beginning of any term for 1 month or less, while 1 month's rent shall be payable at the beginning of each month of a longer term.
- (c) Except for purposes of payment, rent shall be uniformly apportioned from day to day.
- (d) Where the rental agreement provides for a late charge payable to the landlord for rent not paid at the agreed time, such late charge shall not exceed 5 percent of the monthly rent. A late charge is considered as additional rent for the purposes of this Code. The late charge shall not be imposed within 5 days of the agreed time for payment of rent. The landlord shall, in the county in which the rental unit is located, maintain an office or other permanent place for receipt of payments, where rent may be timely paid. Failure to maintain such an office, or other permanent place of payment where rent may be timely paid, shall extend the agreed on time for payment of rent by 3 days beyond the due date.
- (e) If a landlord accepts a cash payment for rent, the landlord shall, within 15 days, give to the tenant a receipt for that payment. The landlord shall, for a period of 3 years, maintain a record of all cash receipts for rent.

23 ☐ **Other Fees**

- **The code has a number of provisions governing what fees can or cannot be charged. As previously mentioned you can charge a late fee. See §5501 above. You may also be charged an application fee. Assurance money is prohibited, and all other fees are**

covered by §5311.

§5514

- (d) Where a tenant is required to pay a fee to determine the tenant's credit worthiness, such fee is an application fee. A landlord may charge an application fee, not to exceed the greater of either 10 percent of the monthly rent for the rental unit or $50, to determine a tenant's credit worthiness. The landlord shall, upon receipt of any money paid as an application fee, furnish a receipt to the tenant for the full amount paid by the tenant, and shall maintain for a period of at least 2 years, complete records of all application fees charged and amounts received for each such fee. Where the landlord unlawfully demands more than the allowable application fee, the tenant shall be entitled to damages equal to double the amount charged as an application fee by the landlord.

§§ 5310. "Assurance money" prohibited

- (a) In every transaction wherein an application is made by a prospective tenant to lease a dwelling unit, the prospective landlord or owner of the dwelling unit shall not ask for, nor receive, any "assurance money" or other payment which is not an application fee, security deposit, pet deposit or similar deposit reserving the dwelling unit for the prospective tenant for a time certain. The prospective landlord shall not charge the prospective tenant, as a fee for any credit or other type of investigation, any more than the specific cost of such investigation. For purposes of this section, "assurance money" shall mean any payment to the prospective landlord by a prospective tenant, except an application fee, a payment in the way of a security deposit, pet deposit or similar deposit, reserving the dwelling unit for the prospective tenant for a time certain or the reimbursing of the specific sums expended by the landlord in credit or other investigations.

Assurance Money Continued

- (b) Each landlord shall retain, for a period of 6 months, the records of each application made by any prospective tenant. Upon any complaint of a violation of this section, the Consumer Protection Unit of the Attorney General's office shall investigate the same, shall interview tenants of the landlord and shall, under appropriate search warrant, have the right to investigate all records of the landlord pertaining to applications made within the preceding 6 months. If such investigation reveals good cause for the Attorney General's office to believe there has been a violation of this section, the Attorney General's office may issue such cease and desist orders in accordance with §§ 2517 of Title 29 as are required to remedy the violation.

§§ 5311 Fees

- **Except for an optional service fee for actual services rendered, such as a pool fee or tennis court fee, a landlord shall not charge to a tenant any nonrefundable fee as a condition for occupancy of the rental unit.**

§§ 5301. Landlord obligation; rental agreement

- (a) A rental agreement shall not provide that a tenant:
- (1) Agrees to waive or forego rights or remedies under this Code;
- (2) Authorizes any person to confess judgment on a claim arising out of the rental agreement;
- (3) Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlordfor that liability or the costs connected therewith.
- (b) A provision prohibited by subsection (a) of this section which is included in the rental agreement is unenforceable. If a landlord attempts to enforce provisions of a rental agreement known by the landlord to be prohibited by subsection (a) of this section the tenant may bring an action to recover an amount equal to 3 months rent, together with costs of suit but excluding attorneys' fees.

§§ 5111. Attorney's fees prohibited

- **No provision in a rental agreement providing for the recovery of attorney's fees by either party in any suit, action or proceeding arising from the tenancy shall be enforceable.**

§§ 5107. Renewals of rental agreements with modifications

- (a) If the landlord intends to renew the rental agreement subject to amended or modified provisions, the landlord shall give the tenant a minimum of 60 days' written notice prior to the expiration of the rental agreement that the agreement shall be renewed subject to amended or modified provisions, including but not limited to, amended provisions relating to the length of term or the amount of security deposit or rent. Such notice shall specify the modified or amended provisions, the amount of any rent or security deposit and the date on which any modifications or amendments shall take effect.
- (b) After receipt of such notice from the landlord, unless the tenant notifies the landlord of the tenant's intention to terminate the existing rental agreement a minimum of 45 days prior to the last day of the term, the provisions of the amended or modified rental agreement shall be deemed to have been accepted and agreed to by the tenant, and the terms of the lease, as amended, shall take full force and effect.

Renewals with modifications

- (c) If the tenant rejects the modified terms or provisions set forth in a notice of renewal given under this section, then the rejected notice of renewal shall be considered an effective termination notice.
- (d) The terms of subsections (a) through (c) of this section shall not be applicable where the tenant's rent and security deposit are a function of the tenant's income in accordance with any form of regulations or guidelines of the United States Department of Housing and Urban Development (HUD); in the event that they are a functbn of income, the regulations and guidelines established by HUD with regard to the determination and future adjustments of a tenant's rent and security deposit shall govern. With regard to a tenant's occupying HUD-subsidized units, in the event of any conflictbetwaen the terms of this Code and the terms of any HUD regulation or guideline, the terms of a HUD regulation or guideline shall control.

§§ 5108. Rental agreement; automatic extension of agreements

- (a) Where a rental agreement, other than for farm unit, is for 1 or more years, and 60 days or upward before the end of the term either

the landlord does not give notice in writing to the tenant of landlord's intention to terminate the rental agreement and the tenant does not give 45 days' notice to the landlord of tenant's intention to terminate the rental agreement, the term shall be month-to-month, and all other terms of the rental agreement shall continue in full force and effect.

- (b) The provisions of §§ 5107(a) through (c) of this title shall control if a notice of renewal with modifications has been sent.
- (c) With regard to a tenant occupying a federally-subsidized housing unit, in the event of any conflict between the terms of this Code and the terms of any federal law, regulations or guidelines, the terms of the federal law, regulations or guidelines shall control.

33 ☐ **§§ 5514. Security deposit**

- (a)(1) A landlord may require the payment of security deposit.
- (2) No landlord may require a security deposit in excess of 1 month's rent where the rental agreement is for 1 year or more.
- (3) No landlord may require a security deposit in excess of 1 month's rent (with the exception of federally-assisted housing regulations), for primary residential tenancies of undefined terms or month to month where the tenancy has lasted 1 year or more. After the expiration of 1 year, the landlord shall immediately return, as a credit to the tenant, any amount in excess of 1 month's rent.
- (4) The security deposit limits set forth above shall not apply to furnished rental units.

34 ☐

- (b) Each security deposit shall be placed by the landlord in an escrow bank account in a federally-insured banking institution with an office that accepts deposits within the State. Such account shall be designated as a security deposits account and shall not be used in the operation of any business by the landlord. The landlord shall disclose to the tenant the location of the security deposit account. The security deposit principal shall be held and administered for the benefit of the tenant, and the tenant's claim to such money shall be prior to that of any creditor of the landlord, including, but not limited to, a trustee in bankruptcy, even if such money is commingled.

35 ☐ **Security Deposit continued**

- (c) The purpose of the security deposit shall be:
- (1) To reimburse the landlord for actual damages caused to the premises by the tenant which exceed normal wear and tear, or which cannot be corrected by painting and ordinary cleaning; and/or
- (2) To pay the landlord for all rental arrearage due under the rental agreement, including late charges and rental due for premature termination or abandonment of the rental agreement by the tenant; and/or
- (3) To reimburse the landlord for all reasonable expenses incurred in renovating and renting the premises caused by the premature termination of the rental agreement by the tenants, which includes termination pursuant to §§ 5314 of this title, providing that reimbursement caused by termination pursuant to §§ 5314 of this title shall not exceed 1 month's rent.
- by the landlord.

36 ☐ **Security Deposit continued**

- (d) Where a tenant is required to pay a fee to determine the tenant's credit worthiness, such fee is an application fee. A landlord may charge an application fee, not to exceed the greater of either 10 percent of the monthly rent for the rental unit or $60, to determine a tenant's credit worthiness. The landlord shall, upon receipt of any money paid as an application fee, furnish a receipt to the tenant for the full amount paid by the tenant, and shall maintain for a period of at least 2 years, complete records of all application fees charged and amounts received for each such fee. Where the landlord unlawfully demands more than the allowable application fee, the tenant shall be entitled to damages equal to double the amount charged as an application fee

37 ☐ **§§ 5514. Security deposit cont.**

- (e) If the landlord is not entitled to all or any portion of the security deposit, the landlord shall remit the security deposit within 20 days of the expiration or termination of the rental agreement.
- (f) Within 20 days after the termination or expiration of any rental agreement, the landlord shall provide the tenant with an itemized list of damages to the premises and the estimated costs of repair for each and shall tender payment for the difference between the security deposit and such costs of repair of damage to the premises. Failure to do so shall constitute an acknowledgment by the landlord that no payment for damages is due. Tenant's acceptance of a payment submitted with an itemized list of damages shall constitute agreement on the damages as specified by the landlord, unless the tenant, within 10 days of the tenant's receipt of such tender of payment, objects in writing to the amount withheld by the landlord.
- (

38 ☐ **Security Deposit continued**

- **g) Penalties. --**
- **(1) Failure to remit the security deposit or the difference between the security deposit and the amount set forth in the list of damages within 20 days from the expiration or termination of the rental agreement shall entitle the tenant to double the amount wrongfully withheld.**

39 ☐ **§§ 5514. Security deposit cont.**

- **(2) Failure by a landlord to disclose the location of the security deposit account within 20 days of a written request by a tenant or failure by the landlord to deposit the security deposit in a federally-insured financial institution with an office that accepts deposits within the State, shall constitute forfeiture of the security deposit by the landlord to the tenant. Failure by the landlord to return the full security deposit to the tenant within 20 days from the effective date of forfeiture shall entitle the tenant to double the amount of the security deposit.**

40 Security Deposit continued

- h) All communications and notices, including the return of any security deposit under this section, shall be directed to the landlord at the address specified in the rental agreement and to the tenant at an address specified in the rental agreement or to a forwarding address, if provided in writing by the tenant at or prior to the termination of the rental agreement. Failure by the tenant to provide such address shall relieve the landlord of landlord's responsibility to give notice herein and landlord's liability for double the amount of the security deposit as provided herein, but the landlord shall continue to be liable to the tenant for any unused portion of the security deposit; provided, that the tenant shall make a claim in writing to the landlord within 1 year from the termination or expiration of the rental agreement.

41 §§ 5514. Security deposit cont.

- (i) Pet deposits. --
- (1) A landlord may require a pet deposit. Damage to the rental unit caused by an animal shall first be deducted from the pet deposit. Where the pet deposit is insufficient, such damages may be deducted from the security deposit. A pet deposit is subject to subsections (b), (e), (f), (g) and (h) of this section.
- (2) No landlord may require a pet deposit in excess of 1 month's rent, regardless of the duration of the rental agreement.
- (3) A landlord may require an additional deposit from a tenant with a pet, but shall not require any pet deposit from a tenant if the pet is a duly certified and trained support animal for a disabled person who is a resident of the rental unit.
- (j) If the rental agreement so specifies, a landlord may increase the security deposit commensurate with the rent. If the increase of the security deposit will exceed 10 percent of the monthly rent, payment of the increased security deposit shall be prorated over the term of the rental agreement, except in the case of month-to-month tenancy, in which case payment of the increase shall be prorated over a period of 4 months.

42 §§ 5511. Rules and regulations; tenant obligations

- (a) The tenant and all others in the premises with the consent of the tenant shall obey all obligations or restrictions, whether denominated by the landlord as "rules," "regulations," "restrictions" or otherwise, concerning the tenant's use, occupation and maintenance of the rental unit, appurtenances thereto and the property of which the rental unit is a part, if:
- (1) Such obligations and restrictions promote the health, safety, quiet, private enjoyment or welfare, peace and order of the tenants; promote the preservation of the landlord's property from abuse; and promote the fair distribution of services and facilities provided for all tenants generally; and
- (2) Such obligations and restrictions are brought to the attention of the tenant at the time of the tenant's entry into the agreement to occupy the rental unit; and
- (3) Such obligations and restrictions are reasonably related to the purpose for which they are promulgated; and
- (4) Such obligations and restrictions apply to all tenants of the property in a fair manner; and

43 §§ 5511. Rules and regulations; tenant obligations cont..

- (5) Such obligations and restrictions are sufficiently explicit in the prohibition, direction or limitation of the tenant's conduct to fairly inform tenant of what tenant must or must not do to comply; and
- (6) Such obligations or restrictions, if not made known to the tenant at the commencement of tenancy, are brought to the attention of the tenant and if said obligations work a substantial modifications of the lease agreement they have been consented to in writing by tenant.
- (b) All tenants and other guests of the premises with the consent of tenant shall conduct themselves in a manner that does not unreasonably interfere with the peaceful enjoyment of the other tenants.

44 Practice pointers

- 7. Condition of the rental unit.
- A. Tenant complaints. All complaints must be in writing and must be delivered by one of the recognized methods of delivery of notices. Key considerations are do the complaints have to do with essential services, conditions of the unit, or loss from fire or other loss. The following sections sets forth most of the landlord obligations concerning the condition of the property. Failure to comply with any of these can result in a complaint from tenant.

45 §§ 5305. Landlord obligations relating to the rental unit

- (a) The landlord shall, at all times during the tenancy:
- (1) Comply with all applicable provisions of any state or local statute, code, regulation or ordinance governing the maintenance, construction, use or appearance of the rental unit and the property of which it is a part;
- (2) Provide a rental unit which shall not endanger the health, welfare or safety of the tenants or occupants and which is fit for the purpose for which it is expressly rented;
- (3) Keep in a clean and sanitary condition all common areas of the buildings, grounds, facilities and appurtenances thereto which are maintained by the landlord;
- (4) Make all repairs and arrangements necessary to put and keep the rental unit and the appurtenances thereto in as good a condition as they were, or ought by law or agreement to have been, at the commencement of the tenancy; and
- (5) Maintain all electrical, plumbing and other facilities supplied by the landlord in good working order.

46 §§ 5305. Landlord obligations relating to the rental unit cont..

- (b) If the rental agreement so specifies, the landlord shall:
- (1) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, rubbish and garbage and arrange for the frequent removal of such waste; and
- (2) Supply or cause to be supplied, water, hot water, heat and electricity to the rental unit.
- (c) The landlord and tenant may agree by a conspicuous writing, separate from the rental agreement, that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling, but only if:
- (1) The particular work to be performed by the tenant is for the primary benefit of the rental unit; and
- (2) The work is not necessary to bring a noncomplying rental unit into compliance with a building or housing code, ordinance or the

like; and

47 ☐ **Landlord obligations**

- (3) Adequate consideration, apart from any provision of the rental agreement, or a reduction in the rent is exchanged for the tenant's promise. In no event may the landlord treat any agreement under this subsection as a condition to any provision of rental agreements; and
- (4) The agreement of the parties is entered into in good faith and is not for the purpose of evading an obligation of the landlord.
- (d) Evidence of compliance with the applicable building and housing codes shall be prima facie evidence that the landlord has complied with this chapter or with any other chapter of Part III of this title.

48 ☐ **§§ 5308. Essential services; landlord obligation and tenant remedies**

- (a) If the landlord substantially fails to provide hot water, heat, water or electricity to a tenant, or fails to remedy any condition which materially deprives a tenant of a substantial part of the benefit of the tenant's bargain in violation of the rental agreement; or in violation of a provision of this Code; or in violation of an applicable housing code and such failure continues for 48 hours or more, after the tenant gives the landlord actual or written notice of the failure, the tenant may:
- (1) Upon written notice of the continuation of the problem to the landlord, immediately terminate the rental agreement; or
- (2) Upon written notice to the landlord, keep two-thirds per diem rent accruing during any period when hot water, heat, water, electricity or equivalent substitute housing is not supplied. The landlord may avoid this liability by a showing of impossibility of performance.

49 ☐ **Essential services**

- (b) If the tenant has given the notice required under subsection (a) of this section and remains in the rental unit and the landlord still fails to provide water, hot water, heat and electricity to the rental unit as specified in the applicable city or county housing code in violation of the rental agreement, the tenant may:
- (1) Upon written notice to the landlord, immediately terminate the rental agreement; or

50 ☐ **§§ 5308. Essential services; landlord obligation and tenant remedies cont...**

- (2) Upon notice to the landlord, procure equivalent substitute housing for as long as heat, water, hot water or electricity is not supplied, during which time the rent shall abate, and the landlord shall be liable for any additional expense incurred by the tenant, up to one half of the amount of abated rent. This additional expense shall not be chargeable to the landlord if landlord is able to show impossibility of performance; or
- (3) Upon written notice to the landlord, tenant may withhold two-thirds per diem rent accruing during any period when hot water, heat, water or equivalent substitute housing is not supplied.
- (c) Rent withholding does not act as a bar to the subsequent recovery of damages by a tenant if those damages exceed the amount withheld.

51 ☐ **Rent withholding provisions**

- (d) Where a landlord files an action for summary possession, claiming that a tenant has wrongfully withheld rent or deducted money from rent under this section and the court so finds, the landlord shall be entitled to receive from the tenant either possession of the premises or an amount of money equal to the amount wrongfully withheld ("damages") or, if the court finds the tenant acted in bad faith, an amount of money equal to double the amount wrongfully withheld ("double damages"). In the event the court awards damages or double damages and court costs excluding attorneys' fees, then the court shall issue an order requiring such damages or double damages to be paid by the tenant to the landlord within 10 days from the date of the court's judgment. If such damages are not paid in accordance with the court's order, the judgment for damages or double damages, together with court costs, shall become a judgment for the amount withheld, plus summary possession, without further notice to the tenant.

52 ☐ **§§ 5309. Fire and casualty damage; landlord obligation and tenant remedies**

- (a) If the rental unit or any other property or appurtenances necessary to the enjoyment thereof are damaged or destroyed by fire or casualty to an extent that enjoyment of the rental unit is substantially impaired, and such fire or other casualty occurs without fault on the part of the tenant, or a member of the tenant's family, or another person on the premises with the tenant's consent, the tenant may:
- (1) Immediately quit the premises and promptly notify the landlord, in writing, of the tenant's election to quit within 1 week after vacating, in which case the rental agreement shall terminate as of the date of vacating. If the tenant fails to notify the landlord of the tenant's election to quit, the tenant shall be liable for rent accruing to the date of the landlord's actual knowledge of the tenant's vacating the rental unit or impossibility of further occupancy; or

53 ☐ **Fire, water and other issues**

- (2) If continued occupancy is lawful, vacate any part of the premises rendered unusable by fire or casualty, in which case the tenant's liability for rent shall be reduced in proportion to the diminution of the fair rental value of the rental unit.
- (b) If the rental agreement is terminated, the landlord shall timely return any security deposit, pet deposit and pre-paid rent, except that to which the landlord is entitled to retain pursuant to this Code. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

54 ☐ **§§ 5307. Tenant's remedies relating to the rental unit; repair and deduction from rent**

- (a) If the landlord of a rental unit fails to repair, maintain or keep in a sanitary condition the leased premises or perform in any other manner required by statute, code or ordinance, or as agreed to in the a rental agreement; and, if after being notified in writing by the tenant to do so, the landlord:
- (1) Fails to remedy such failure within 30 days from the receipt of the notice; or

- (2) Fails to initiate reasonable corrective measures where appropriate, including, but not limited to, the obtaining of an estimate of the prospective costs of the correction, within 10 days from the receipt of the notice;
- Then the tenant may immediately do or have done the necessary work in a professional manner. After the work is done, the tenant may deduct from the rent a reasonable sum, not exceeding $200, or one-half of 1 month's rent, whichever is less, for the expenditures by submitting to the landlord copies of those receipts covering at least the sum deducted.

55 ## Tenant Remedies

- b) In no event may a tenant repair or cause anything to be repaired at the landlord's expense when the condition complained of was caused by the want of due care by the tenant, a member of the tenant's family or another person on the premises with the tenant's consent.
- (c) A tenant who is otherwise delinquent in the payment of rent may not take advantage of the remedies provided in this section.
- (d) The tenant is liable for any damage to persons or property where such damage was caused by the tenant or by someone authorized by the tenant in making said repairs.

56 ## §5302 Tenant Remedy

- e) The tenant may not terminate the rental agreement for a condition caused by the want of due care by the tenant, a member of tenant's family or any other person on the premises with the tenant's consent. If a tenant terminates wrongfully, the tenant shall remain obligated under the rental agreement.

57 ## § 5505. Tenant's obligation relating to defective conditions

- (a) Any defective condition of the premises which comes to the tenant's attention, and which the tenant has reason to believe is the duty of the landlord or of another tenant to repair, shall be reported in writing by the tenant to the landlord as soon as is practicable. The tenant shall be responsible for any liability or injury resulting to the landlord as a result of the tenant's failure to timely report such condition.
- (b) A tenant on whom a complaint in ejectment or an action against the premises is served shall immediately notify the landlord in writing.
- C) The provisions of this section shall not apply where the landlord has actual notice of the defective condition

58 ## §5514...

- c) The purpose of the security deposit shall be:
  - (1) To reimburse the landlord for actual damages caused to the premises by the tenant which exceed normal wear and tear, or which cannot be corrected by painting and ordinary cleaning; and/or
  - (2) To pay the landlord for all rental arrearage due under the rental agreement, including late charges and rental due for premature termination or abandonment of the rental agreement by the tenant; and/or
  - (3) To reimburse the landlord for all reasonable expenses incurred in renovating and renting the premises caused by the premature termination of the rental agreement by the tenants, which includes termination pursuant to § 5314 of this title, providing that reimbursement caused by termination pursuant to § 5314 of this title shall not exceed 1 month's rent.

59 ## For abandonment: §5507...

- (d) If the tenant wrongfully quits the rental unit and unequivocally indicates by words or deeds the tenant's intention not to resume tenancy, such action by the tenant shall entitle the landlord to proceed as specified elsewhere in this chapter and the tenant shall be liable for the lesser of the following for such abandonment:
- (1) The entire rent due for the remainder of the term and expenses for actual damages caused by the tenant (other than normal wear and tear) which are incurred in preparing the rental unit for a new tenant; or
- (2) All rent accrued during the period reasonably necessary to re-rent the premises at a fair rental; plus the difference between such fair rental and the rent agreed to in the prior rental agreement; plus expenses incurred to re-rent; repair damage caused by the tenant (beyond normal wear and tear); plus a reasonable commission, if incurred by the landlord for the re-renting of the premises. In any event, the landlord has a duty to mitigate damages

60 ## § 5513. Landlord remedies relating to breach of rules and covenants

- (a) If the tenant breaches any rule or covenant which is material to the rental agreement, the landlord shall notify the tenant of such breach in writing, and shall allow at least 7 days after such notice for remedy or correction of the breach. This section shall not apply to late payment of rent which is covered under § 5502 of this title.
- (1) Such notice shall substantially specify the rule allegedly breached and advise the tenant that, if the violation continues after 7 days, the landlord may terminate the rental agreement and bring an action for summary possession. Such notice shall also state that it is given pursuant to this section, and if the tenant commits a substantially similar breach within 1 year, the landlord may rely upon such notice as grounds for initiating an action for summary possession.

61

- The issuance of a notice pursuant to this section does not establish that the initial breach of the rental agreement actually occurred for purposes of this section.
- (2) If the tenant's breach can be remedied by the landlord, as by cleaning, repairing, replacing a damaged item or the like, the landlord may so remedy the tenant's breach and bill the tenant for the actual and reasonable costs of such remedy. Such billing shall be due and payable as additional rent, immediately upon receipt.

62 ## § 5513. Landlord remedies relating to breach of rules and covenants cont...

- (3) If the tenant's breach of a rule or covenant also constitutes a material breach of an obligation imposed upon tenants by a municipal, county or state code, ordinance or statute, the landlord may terminate the rental agreement and bring an action for summary possession.
- (b) When a breach by a tenant causes or threatens to cause irreparable harm to any person or property, or the tenant is convicted of a class A misdemeanor or felony during the term of the tenancy which caused or threatened to cause irreparable harm to any person or property, the landlord may, without notice, remedy the breach and bill the tenant as provided in subsection (a) of this section; immediately terminate the rental agreement upon notice to the tenant and bring an action for summary possession; or do both.

63 ## PLEASE NOTE....

- THIS IS AN EXCEPTIONALLY IMPORTANT PART OF THE CODE, THIS IS THE ONLY SECTION WHERE YOU DO NOT NEED TO GIVE THE TENANT AN OPPORTUNITY TO CURE.
- THERE DOES NOT NEED TO BE AN ARREST (ALTHOUGH THAT WILL ALWAYS HELP) YOU SIMPLY HAVE TO PROVE THE CONDUCT OR FAILURE TO ACT CAUSED OR THEATENED TO CAUSE THE HARM.
- REMEMBER TO LOOK FOR OTHER CODE VIOLATIONS LIKE HOUSING CODES, OR LOCAL ORDINANCES.

64 ## YOUR CHOICES:

- **C) Upon notice to tenant, the landlord may bring an action or proceeding for waste or for breach of contract for damages suffered by the tenant's willful or negligent failure to comply with tenant's responsibilities under the preceding section. The landlord may request a forthwith summons.**

65 ## 9. Terminating a Rental Agreement GENERAL RULES AND EXCEPTIONS

- To terminate a rental agreement written notice is required by both parties. If the landlord intends to not renew or terminate at the expiration then the landlord must give the tenant written notice, 60 days in advance of the expiration of the yearly contract. If the rental agreement is monthly, then the landlord must give the tenant 60 days notice in writing, and that notice starts to run on the first day of the following month.
- If the tenant intends to terminate, the same general rule applies. The tenant must give the landlord 60 days written notice. A tenant may also give the landlord a termination notice at least 45 days prior to the effective date on a renewal with modifications.

66 ## CHANGES TO CODE SINCE OUR LAST SEMINAR!!!!!!

- **There have been significant changes to the section which allows a tenant to terminate with 30 days notice.**

67 ## § 5314. Tenant's right to early termination

- (a) Except as is otherwise provided in this Part, whenever either party to a rental agreement rightfully elects to terminate, the duties of each party under the rental agreement shall cease and all parties shall thereupon discharge any remaining obligations as soon as is practicable.
- (b) Upon 30 days' written notice, which 30-day period shall begin on the 1st day of the month following the day of actual notice, the tenancy may be terminated:
  - (1) By the tenant, whenever a change in location of the tenant's employment with the tenant's present employer requires a change in the location of the tenant's residence in excess of 30 miles;

68 ## EARLY TENANT TERMINATION

- **(2) By the tenant, whenever the serious illness of the tenant or the death or serious illness of a member of the tenant's immediate family, residing therein, requires a change in the location of the tenant's residence on a permanent basis;**
- **(3) By the tenant, when the tenant is accepted for admission to a senior citizens' housing facility, including subsidized public or private housing, or a group or cooperative living facility or retirement home;**

69 ## § 5314. Tenant's right to early termination cont..

- (4) By the tenant, when the tenant is accepted for admission into a rental unit subsidized by a governmental entity or by a private nonprofit corporation, including subsidized private or public housing;
- (5) By the tenant who, after the execution of such rental agreement, enters the military service of the United States on active duty;
- (6) By a tenant who is the victim of domestic abuse, sexual offenses, stalking, or a tenant who has obtained or is seeking relief from domestic violence or abuse from any court, police agency, or domestic violence program or service; or
- (7) By the surviving spouse or personal representative of the estate of the tenant, upon the death of the tenant

70 ## More on Early Terminations

- **Paragraph (6) is the paragraph that will be new to many of you. This section was**

changed and now allows a new category of individuals to terminate their rental agreement early.

- To understand this section you must understand that definitions that govern this section. They not only define the words they also impose duties upon parties by the language used.

71 ## § 5141. Definitions

- The following words, terms and phrases, when used in this Part, shall have themeanings ascribed to them in this section, except where the context clearly indicates a different meaning:...
- (8) "Domestic abuse" shall mean any act or threat against a victim of domestic abuse or violence that either constitutes a crime under Delaware law or any act or threat that constitutes domestic violence or domestic abuse as defined anywhere in the Delaware Code. Domestic abuse can be verified by an official document, such as a court order, or by a reliable third party professional, including a law enforcement agency or officer, a domestic violence or domestic abuse service provider, or health care provider. It is the domestic violence or abuse victim's responsibility to provide the reliable statement from the reliable third party.

72 ## How it is defined

- (26) The terms "sexual offenses" and "stalking" shall here have the same meanings as in Title 11. Sexual offenses and stalking can be verified by an official document, such as a court order, or by a reliable third party professional, including a law enforcement agency or officer, a sexual assault service provider, or health care provider. It is the sexual assault or stalking victim's responsibility to provide the reliable statement from the reliable third party.

73 ## Protection for domestic abuse

- We just discussed acceptable reasons for early termination, now we will discuss a series of new rights created by the code.
- New affirmative rights for certain tenants.
- The next section of the code creates new right for tenants that will prevent you as a landlord from taking certain actions.
- You must be aware of the limitations or you could risk significant penalties.

74 ## § 5316. Protection for victims of domestic abuse, sexual offenses and/or stalking

- (a) A landlord may not pursue any action for summary possession, demand any increase in rent, decrease any services, or otherwise cause any tenant to quit a rental unit where said tenant is a victim of domestic abuse, sexual offenses, or stalking, and where said tenant has obtained or has sought assistance for domestic abuse, sexual offenses, or stalking from any court, police, medical emergency, domestic violence, or sexual offenses program or service.
- (b) If the tenant proves that the landlord instituted any of the actions prohibited by subsection (a) of this section, above, within 90 days of any incident in which the tenant was a victim of domestic abuse, sexual offenses and/or stalking, it shall be a rebut table presumption that said action is in violation of subsection (a) of this section, above.

75

- (c) A landlord may rebut the presumption that the prohibited action is in violation of subsection (a) of this section, above, if:
  - (1) The landlord is seeking to recover possession of the rental unit on the basis of an appropriate notice to terminate which was given to the tenant prior to the incident of domestic abuse, sexual offenses, or stalking;
  - (2) The landlord seeks in good faith to recover possession of the rental unit for immediate use as the landlord's own residence;

76

- (3) The landlord seeks in good faith to recover possession of the rental unit for the purpose of substantially altering, remodeling or demolishing the premises;
- (4) The landlord seeks in good faith to recover possession of the rental unit for the purpose of immediately terminating, for at least 6 months, use of the premises as a rental unit;

77 ## § 5316. Protection for victims of domestic abuse, sexual offenses and/or stalking cont.

- (5) The landlord has in good faith contracted to sell the property and the contract of sale contains a representation from the purchaser confirming his or her intent to use the property in consistency with paragraphs (2),(3) or (4) of this subsection;
- (6) The landlord has become liable for a substantial increase in property taxes or a substantial increase in other maintenance or operating costs, and such liability occurred not less than 4 months prior to the demand for the increase in rent, and the increase in rent does not exceed the pro-rata portion of the net increase in taxes or cost;
- (7) The landlord has completed a substantial capital improvement of the rental unit or the property of which it is a part, not less

than 4 months prior to the demand for increased rent, and such increase in rent does not exceed the amount which may be claimed for federal income tax purposes as a straight-line depreciation of the improvement, pro-rated among the rental units benefitted by the improvement;

78 ## New limitations on tenant relations

- (8) The landlord can establish, by competent evidence, that the rent now demanded of the tenant does not exceed the rent charged other tenants of similar rental units in the same complex;
- (9) The landlord can establish, by competent evidence, that the domestic abuse, sexual assault and/or stalking constitutes a viable and substantial risk of serious physical injury to a tenant who currently resides in another unit of the same multi-unit building as the domestic violence, sexual assault or stalking victim; or
- (10) The landlord, after being given notice of the tenant's victimization per § 5141(6) or (26) of this title, discontinues those actions prohibited by subsection (a) of this section, above.

79 ## Your strongest defense

• (d) A tenant who is otherwise delinquent in the payment of rent may not take advantage of the protection provided in this section.

80 ## Trouble areas

I want to shift to specific areas of concern and then answer some more questions from the audience.

There are two specific areas I want to address:

Your form 50's and Court of Common Pleas appeals.

81 ## Recent updates you should be aware of BEFORE you go to Court

82 ## Court of Common Pleas Appeals

- Due to a series of recent decisions in the Court of Common Pleas, you must be careful what you ask for when you appear for trial.

This certificate certifies that

Roy Sudler. Jr.

has participated in The Tenant Landlord Code Review on July 24, 2012

at PolyTech Adult Education Center in Woodside, DE

with instructor Michael Morton, P.A.

Training sponsored by DE NAHRO



Pam Ferguson, DE NAHRO President


In House Ministries
For Jesus Christ
No Limits, No Boundaries, Nothing But Increase
ORDER OF SERVICE
Sunday School.....10:00AM
Sunday Morning Worship.....11:00AM
Sunday Evening Deliverance.....6:00PM
Thurs. Prayer Night/Bible Study.....7:30PM
Friday Joy Night.....7:00PM
Founder & Pastor Elder Oscar Tucker
& Prophetess LaTonia Tucker
Overseer Dr. Bonnie Bigelow
302-430-3300




CAUTION
RPJ
WASTE
SERVICES
302-653-9999


ONLY


STOP
ED SLAUGHTER'S
NEW & USED
AUTO PARTS
302-672-7816


Luther
Towers


ABB
1925








CAR
WASH
ON 13 Rt




102




VAN ONE
VAN ONE



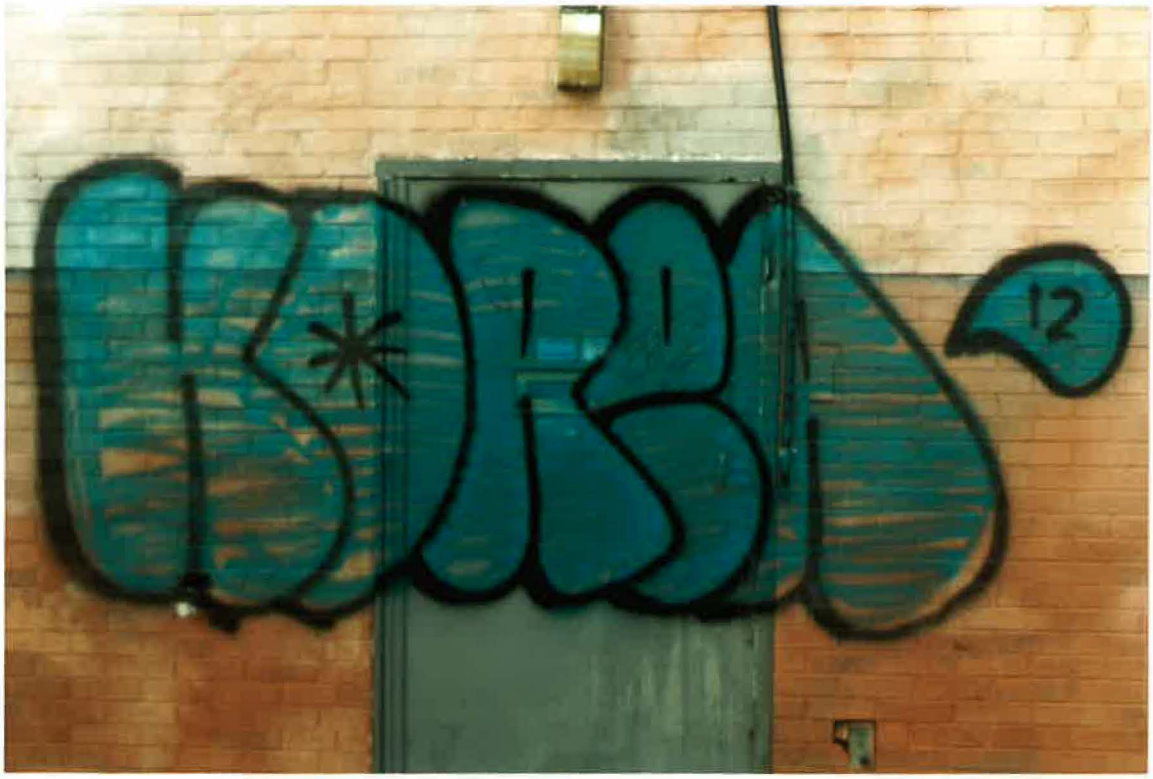

131










12






THE KUNKEL SERVICE CO.
PARKING BY PERMIT ONLY




KORSA






EAST SIDE