LEGISLATIVE, FINANCE AND ADMINISTRATION COMMITTEE

The Legislative, Finance, and Administration Committee meeting was held on May 28, 2013, at 5:36 p.m. with Chairman Lynn presiding. Members present were Mr. Hare, Mr. Slavin, Mr. Rushe, and Mr. Shevock. Members of Council present were Council President Bonar, Mr. Dixon, and Mr. Hutchison. Mayor Carey was also present.

AGENDA ADDITIONS/DELETIONS

By unanimous consent, the agenda was approved as presented.

Downtown Dover Business Improvement District (BID) Budget and Assessment (Tax) Rates for Fiscal Year 2013-2014

In accordance with Appendix D, Article III, Section 9(f) of the Dover Code, City Council must adopted a Business Improvement District (BID) budget and assessment every year. Ms. Cheryl Russell, City Assessor, provided members the FY 2013-2014 proposed budget ordinance showing BID tax revenue and expenses, as well as the following tax calculation worksheet with recommended rates:

JULY 1, 2013 TO JUNE 30, 2014

	ZONE 1	ZONE 2	ZONE 3	TOTAL
Aggregate Assessments	$38,558,700	$58,290,700	$32,830,900	$129,680,300
Assessment Tax Rate Per $100 Assessment	0.0634	0.0349	0.0156	---
Revenue Raised	$24,400	$20,300	$5,100	$49,800
% Revenue Raised	49%	41%	10%	100%
Number of Parcels	113	105	42	260
Average Assessment	$216	$193	$121	$531

Ms. Russell noted that the revenue percentages by zone had been calculated in accordance with Section 9(e) of Appendix D, Article III of the Dover Code and that the amounts were estimated per the 2010 reassessed values.

Staff recommended approval of the Downtown Dover Business Improvement District (BID) Budget and Assessment (Tax) Rates for FY 2013-2014 and adoption of the proposed budget ordinance.

Responding to Mr. Slavin, Mrs. Donna Mitchell, Controller/Treasurer, explained that the Dover Code requires the Downtown Dover Business Improvement District (BID) Budget and Assessment (Tax) Rates to be approved by City Council on or before the second meeting in June. She recommended that staff conduct further research to determine why it was initially established this way prior to any consideration of amending the ordinance to allow adopting the BID budget and assessment at the same time as the City's budget. She estimated that a one percent (1%) increase in BID tax of the total assessed values would equate to approximately $12,900.

Mr. Bonar stated that increasing the BID tax for downtown merchants would allow the Downtown Dover Partnership (DDP) to become more self-sustaining and provide them a better funding mechanism.

Mr. Slavin expressed his resistance to the BID tax, explaining his feeling that it was contradictory to indicate that the City was providing an incentive to businesses in the downtown area by assessing them an additional tax. It was his feeling that there were other means the City could consider to fund the DDP instead of taxing the businesses in that district. Mr. Hare stated his concurrence.

Mr. Slavin moved to recommend approval of staff's recommendation to approve the Downtown Dover Business Improvement District (BID) - Assessment (Tax) Rate for FY 2013-2014 and approval of the proposed budget (*Attachment #1*). The motion was seconded by Mr. Hare and unanimously carried.

Downtown Dover Partnership (DDP) Loan Guarantee Extension

Mrs. Donna Mitchell, Controller/Treasurer, provided information regarding the Downtown Dover Partnership's (DDP) recent negotiations for new terms for their PNC Loan. She reminded members that the original loan provided for interest only payments with a balloon payment due in July 2013, as presented to members during their meeting on April 14, 2008.

Mr. Lou Colón, Executive Director, Downtown Dover Partnership, advised members that the loan guarantee extension was for the former Acme property located on South Governors Avenue. He stated that the extension would be a one (1) year extension of interest only and would reduce the current debt service payments to approximately $39,000 and the interest rate from approximately 5% to a little over 3%.

Mr. Shevock noted that the City was guaranteeing the interest on the loan this year and that the balloon payment would be due next year. He questioned what the City's liability would be next year since the interest was guaranteed only for the current year. Responding, Mr. Colón stated that it was the intent of the DDP to have the building sold within the year. He indicated that the building would be marketed for redevelopment and the loan would then be paid in full.

Mrs. Mitchell referred to the details provided to members regarding the new terms, as follows: 1) the Bank has approved an extension of one (1) year on their $1,300,000 loan at interest only until July 1, 2014; 2) the new rate will be floating at the London Interbank Offered Rate (LIBOR) + 2.50% (currently 2.71%); and 3) the rate was a fixed rate at 5.16% - that would show a reduction in annual interest expense from approximately $67,080 to $35,230 or around $31,850 per year, assuming LIBOR remains the same [LIBOR is a floating Rate index, but has not moved materially for several years; however, there are no guarantees as to what LIBOR might be day to day.] It was noted that the Bank will not extend at interest only again past July 1, 2014 and that the DDP will be requested to develop a specific plan by that date as to how they plan to handle the obligation.

In response to Mr. Hare, Mr. Colón advised members that if the property were not sold within the year, the DDP had funds budgeted to cover some debt service. In regard to the balloon payment, he felt confident that this could be negotiated with the bank; however, he could not guarantee that would be the case. He confirmed that if the building were not sold and they were unable to negotiate with the bank, the City's guarantee would pay the $1.8M. Elaborating, Mrs. Mitchell explained her understanding that the bank had indicated that if the building were not sold as of July 1, 2014, the bank would then want interest and principle, noting that the DDP was only paying interest. She indicated the possibility that enough rent monies would be collected to cover the interest and principle payments, explaining that this would depend on the interest rate locked in and the amount of rent monies collected at that time.

Responding to Mr. Hutchison regarding the vendor who would administer EZ-Pass, Mr. Colón stated that the DDP had first been advised that this would be decided by April 15, 2013, and subsequently this date was changed to May 15, 2013. He stated that the DDP would be meeting with DelDOT on Thursday, May 30, 2013 and that although a selection had been made, it had not been made public.

Staff recommended granting the extension of the Downtown Dover Partnership (DDP) loan guarantee for a period of one (1) year effective July 1, 2013 on the loan between PNC Bank and the Downtown Dover Partnership.

Mr. Hare moved to recommend approval of staff's recommendation, seconded by Mr. Rushe and unanimously carried.

Delaware Solid Waste Authority (DSWA) Municipal Discount Disposal Fee Agreement

Mrs. Donna Mitchell, Controller/Treasurer reminded members that the City of Dover uses the Delaware Solid Waste Authority (DSWA) facility located in Sandtown for the disposal of municipal solid waste, as well as dry waste generated within the City's service territory. The City's current Municipal Discount Disposal Fee Agreement expires on June 30, 2013. She advised members that the DSWA has proposed a new agreement and fee schedule as follows:

Period	Base Rate	Rebate/Discount	Effective Rate
July 1, 2013 – June 30, 2014	$ 85.50/Ton	$ 8.00/Ton	$ 77.50/Ton
July 1, 2014 – June 30, 2015	$ 87.00/Ton	$ 8.00/Ton	$ 79.00/Ton
July 1, 2015 – June 30, 2016	$ 88.50/Ton	$ 8.00/Ton	$ 80.50/Ton

Mrs. Mitchell indicated that the tonnage for FY-2014 to be delivered to the Sandtown facility is estimated at 12,500 tons, which would equate to an estimated cost of $968,000. Staff recommended that the $8.00 per ton discount be taken on the monthly bill rather than participating in the rebate program. She stated that the total estimated expenditure for solid waste disposal, including recycling, in FY-2014 is $1,315,300.

Staff recommended that the City Manager be authorized to sign the DSWA Municipal Discount Disposal Fee Agreement.

Responding to Mr. Shevock, Mrs. Mitchell stated that it was her recollection that the discount and rebate provide the same amount of savings; however, the City would not receive the rebate for a year. Staff had elected to take the discount in previous years since it reflected current costs and fiscal year expenses.

Mr. Shevock moved to recommend approval of staff's recommendation to authorize the City Manager to sign the Delaware Solid Waste Authority (DSWA) Municipal Discount Disposal Fee Agreement *(Attachment #2)*. The motion was seconded by Mr. Rushe and unanimously carried.

Disposal of Excess Property - 70 Mifflin Road, 299 College Road, and 29 North Kirkwood Street - Offer from Habitat for Humanity

Members considered a request from Habitat for Humanity for the purchase of City-owned property, as follows: 70 Mifflin Road for $10,000, 299 College Road for $8,000, and 29 North Kirkwood Street for $5,000. Mrs. Ann Marie Townshend, Director of Planning, Community Development, and Recreation, reminded members that the City acquired the properties at a monition sale due to liens for demolition expenses. She assured members that these were excess properties as the City had no use for the property and would be better served by these properties being redeveloped and restored as taxable properties.

Mrs. Townshend advised members that in accordance with Section 5 - Exceptions to Standard Method of Disposition, Exception D, of the procedure for Sale and Disposition of Real Property, if, in the opinion of the Dover City Council, the donation of a parcel of excess land to a non-profit organization would be in the best interest of the City of Dover, Council then reserves unto itself the right to make such a donation. In this case, she noted that the Habitat for Humanity had submitted an offer to purchase the subject properties. She assured members that the sale of these properties to Habitat for Humanity would be consistent with the goals of the City of Dover 2008 Comprehensive Plan and the City of Dover 2010-2014 Consolidated Plan to foster home ownership for low and moderate income households. This would also support the City's goal and mandate to affirmatively further fair housing by allowing for location choices for low and moderate income households.

Mrs. Townshend explained that if the City were to accept the offers from Habitat for Humanity, it would be necessary for the City to write off a portion of the City's costs for demolition and the other charges. Members were provided a summary of the write-offs, based on the offers from Habitat for Humanity and the lien value, as follows:

Address	Offer Price	Lien Amount	Write-Off Amount	City's Assessed Land Value
70 Mifflin Road	$10,000	$12,175.68	$ 2,175.68	$67,400
29 N. Kirkwood Street	$ 5,000	$16,511.12	$11,511.12	$24,200
299 College Road	$ 8,000	$17,870.26	$ 9,870.26	$51,700

Mrs. Townshend advised members that if the "Standard Method of Disposition" were followed, the City could potentially recover all of its costs or make money on the sale over and above the lien

values; however, that would be subject to the marketability of the properties. She noted that when the City acquired the properties at the monition sale, the City was not outbid by other bidders. In addition, she explained that by selling to Habitat for Humanity, the City would be assured that the lots would be developed and occupied by homeowners, and reminded members that homeownership is important in creating strong communities.

Mrs. Townshend advised members that the City Manager's Office had received two (2) other letters from persons interested in purchasing 299 College Road; however, the interested parties were not non-profit organizations and would not be eligible for the Exception D to the "Standard Method of Disposition."

Staff recommended that it be determined that the properties are excess properties and that the City Manager be authorized to negotiate sale prices with Habitat for Humanity that minimize the write-off amount.

In response to Mr. Lynn, Mrs. Townshend stated that the Sale and Disposition of Real Property is a procedure and is not codified and that the term "donate" is not defined in the procedure. Mr. Lynn explained his concern that in the absence of a statutory definition, the reasonable meaning would be applied, and in his opinion "donate" would mean no consideration of monies. As such, he stated his hesitation in approving the request based on Exception D of the procedure for Sale and Disposition of Real Property, although he understood the intent of staff's recommendation in this regard.

Mr. Hare indicated that, in his experience, it was not uncommon for Habitat for Humanity to make an offer for properties, explaining that not all properties are donated and individuals who purchase properties from Habitat for Humanity pay a mortgage. He indicated that he would support staff's recommendation in regard to 70 Mifflin Road and 29 North Kirkwood Street; however, he felt that the City should explore the other interests in the property located at 299 College Road.

Regarding the concerns relayed by Mr. Lynn, Mrs. Townshend stated that although there is no clear answer for the definition of "donate" as it related to this procedure, there had been precedence for this type of scenario occurring in the past. She reminded members of the infamous "cat house" (101 Jefferson Court) in which the City invested approximately $75,000 and then sold the property for approximately half that amount to Habit for Humanity. She noted that this was accomplished utilizing Exception D of the procedure for Sale and Disposition of Real Property.

Mr. Roy Sudler, 353 Rita Wilma Road, questioned what the estimated sales price would be for the property located at 299 College Road for a private investor. Responding, Mrs. Townshend stated that although the City did not have an appraised value for the property, the assessed value was $51,700. If the City were to use the standard method of disposal for the property, she anticipated that bids would be solicited for its purchase.

Mr. Hare moved to recommend that it be determined that 70 Mifflin Road, 299 College Road, and 29 North Kirkwood Street are excess properties and that the City Manager be authorized to negotiate sale prices with Habitat for Humanity that minimize the write-off amount for the

properties located at 70 Mifflin Road and 29 North Kirkwood Street and that the Standard Method of Disposition of Excess Property (with the possibility of a bid process) be utilized for the property located at 299 College Road. The motion was seconded by Mr. Shevock and carried with Mr. Lynn voting no.

Proposed Amendments to Chapter 58 - Human Relations Commission

Members were reminded that in March 2001, two (2) incidents occurred which caused racial tension and divisiveness within the City of Dover, as follows: 1) the shooting of a police officer in the Capital Green area; and 2) the death of Mr. Reginald Hannah. As a result, then Mayor Hutchison requested an Emergency Council Meeting to discuss the conflicting issues involving the community, which was held on March 25, 2001. Subsequently, the Delaware Human Relations Commission held a series of Dover Community Meetings throughout the year to begin a dialogue and develop objectives to restore and rebuild the community, together with all citizens of Dover. Those that attended these meetings worked to develop and prioritize a list of issues as well as strategies and objectives to resolve those issues. During those Community Meetings, it was suggested that a local Human Relations Commission be established. As a result, during their Regular Meeting of February 22, 2002, Dover City Council adopted an ordinance establishing the City of Dover Human Relations Commission (DHRC).

Mr. Hutchison advised members of his concerns regarding the Dover Human Relations Commission. He noted that although the Commission was established to restore and rebuild the community, during the past several years, the Commission had experienced low meeting attendance (by both members and citizens), and that the Mayor and Council have received resignations from numerous members. As a result, the Commission has experienced difficulty in obtaining the required quorum of members to convene meetings and conduct official business. In addition, Mr. Hutchison indicated that there had been a lack of communication between the Commission and Council, as well as between the Commission and members of City staff. The Commission had repeatedly jeopardized the City's compliance with the Freedom of Information Act (FOIA) through its disregard of requests to provide detailed meeting minutes.

Mr. Hutchison recommended that the Committee examine the role and performance of the Dover Human Relations Commission to determine the following: 1) if the Commission is fulfilling its purpose; 2) if there is evidence of a continued necessity for the Commission, or if it is a duplication of services provided by other agencies, committees, etc. within the City and/or State of Delaware; 3) the possibility of amending Sec. 58-33 (c) - Meetings, of the Dover Code to limit the Commission to meeting on an as needed basis, in the same manner as many other City committees, commissions and boards, including the Construction Code Appeals Committee, Election Board, Ethics Commission, and Property Maintenance Code Board of Appeals; 4) the possibility of amending Sec. 58-32 (b) - Composition; appointment, of the Dover Code to reduce the membership of the Commission from fifteen (15) to seven (7), which would maintain the threshold originally proposed during the Dover Community Meeting of December 4, 2001; and 5) direct staff to prepare a Proposed Ordinance reflecting the recommendation of the Committee for a First Reading at City Council during the Regular Meeting of June 10, 2013 and Final Reading on June 24, 2013.

Concurring with the concerns of Mr. Hutchison, Mr. Hare also felt that 15 members was too many and stated his understanding that the State Human Relations Commission only meets when a complaint has been filed. He felt that this was the intent of Council when establishing the Dover Human Relations Commission.

Mr. Dixon suggested that training be provided for members of the Commission, as well as the City at-large, by the State Human Relations Commission. He explained that training would provide guidelines for members and give them information on their mission and what could be done to help the City.

Mr. Bonar also agreed that 15 members was too large a body and that if the City chose to continue to have such a commission, its members should be provided a set standard of guidelines so that they have a clear understanding of their duties and responsibilities. As mentioned by Mr. Hare, it was his understanding that holding meetings on a regular basis had sometimes caused members to "go on fishing expeditions" to conjure up issues, which he felt did not serve the City or its citizens. He suggested that members examine the structure and the contents of rules and regulations for the operation of the Commission.

In response to Mr. Slavin, Mr. Hutchison concurred that Recommendation #5, directing staff to prepare a Proposed Ordinance reflecting the recommendation of the Committee for a First Reading at City Council during the Regular Meeting of June 10, 2013 and Final Reading on June 24, 2013, should be delayed until the completion of Recommendations #1-4.

Mr. Roy Sudler, Jr., Chairman of the DHRC, agreed that 15 members may be too many, explaining that it was challenging at times to obtain a quorum at meetings. It was his belief that the State Human Relations Commission had a significant role in the establishment of the by-laws and procedures established for the DHRC. He felt that the State Human Relations Commission could assist the City in providing guidance in functioning more effectively. Mr. Sudler reminded members that he was recently requested to conduct a self-review of the DHRC, which was considered by Council on January 23, 2012. He noted that #7 of that report indicated the need for the DHRC and the City to work together to develop an improved and long-range strategy plan and an annual operational plan for the Commission, which would greatly enhance the Commission and City's ability to monitor, measure, and evaluate the effectiveness of the City and the Commission in meeting its five (5) standard needs. Referring to the five (5) standard needs, he suggested that members consider what had been accomplished since 2010 and review the 2012 Annual Report of the Commission. He felt that members would then be able to make a more educated decision in regard to a plan of action. In conclusion, Mr. Sudler provided a Demand for Hearing, Written Complaint and Memorandum of Record, which was submitted to the DHRC by EShed Alston, expressing his opinion that the DHRC Chairman, Roy Sudler, Jr., should be removed from office ***(Attachment #3)***.

Ms. Linda Hackett, 1117 Charles Drive, advised members that she serves on the DHRC and indicated her desire to meet with City officials to discuss tasks that should be focused on together. She supported the Commission and indicated that there was a lot of work necessary to address many

concerns throughout the City. She relayed her interest in the youth in the City and felt that the Commission should be a viable part of the community and that great things could be accomplished if the City and the Commission worked more closely together. It was her hope that members would be provided an objective and that everyone be made aware of what is expected of both the Commission and the City.

Mr. Shevock moved to recommend that this matter be referred to staff to formulate a recommendation for the Committee's consideration and that a date be established for the First Reading of the related proposed ordinance, seconded by Mr. Hare.

Mr. Slavin relayed his opposition, explaining that what had been recommended was for the Committee to conduct the examination and then the matter would be referred to staff for the drafting of an ordinance. He explained that referring it directly to staff would place them in a difficult position and felt that it would be disingenuous for members to indicate a desire to have discussions of the issues and without holding such discussion. Mr. Slavin suggested that a Special Legislative, Finance, and Administration Committee meeting be scheduled specifically to discuss this issue and noted that there may be a need to have more than one (1) meeting.

Mr. Shevock withdrew his motion, as did the seconder.

Mr. Slavin moved to recommend that the Chair of the Legislative, Finance, and Administration Committee schedule a Special meeting for the purposes of discussing Recommendation Items #1-5 included in the Committee Action Form pertaining to the Dover Human Relations Commission. The motion was seconded by Mr. Hare and carried by a unanimous roll call vote.

Mr. Lynn stated that he would schedule a Special Committee Meeting following Council's approval of the Committee's recommendation.

Mr. Shevock moved for adjournment, seconded by Mr. Hare and unanimously carried.

Meeting adjourned at 6:14 p.m.

Sean M. Lynn
Chairman

SML/jg
S:\AGENDAS-MINUTES-PACKETS\Committee-Minutes\2013\05-28-2013 LF&A.wpd

Attachments
Attachment #1 - Downtown Dover Business Improvement District (BID) Proposed Budget Ordinance
Attachment #2 - Delaware Solid Waste Authority (DSWA) Municipal Discount Disposal Fee Agreement
Attachment #3 - Demand for Hearing, Written Complaint and Memorandum of Record submitted by Mr. Eshed Alston

BUSINESS IMPROVEMENT DISTRICT

CASH RECEIPTS BUDGET FOR 2013-14

BID TAX REVENUE AND EXPENSES CHARGED AGAINST THIS REVENUE ADMINISTERED THROUGH CITY OF DOVER

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DOVER, IN COUNCIL MET:

1. The amount hereinafter named aggregating Forty-nine thousand, eight hundred dollars, (49,800) or so much thereof as may be necessary is hereby appropriated from current revenues and other funds for economic development purposes for the fiscal year beginning July 1, 2013, and ending June 30, 2014:

REVENUE	PROPOSED
Tax Revenue	$49,800
EXPENSES	
Personnel & Administration Expenses	$49,800

MUNICIPAL DISCOUNT DISPOSAL FEE AGREEMENT (OPTION FOR REBATE OR DISCOUNT)

THIS AGREEMENT, entered into by and between the Delaware Solid Waste Authority ("Authority") and _____ ("Customer"), made this _____, of _____, 2013.

WHEREAS, the Authority owns and operates facilities throughout the State of Delaware; and

WHEREAS, the Authority receives solid waste and dry waste at its facilities from various customers who collect and/or transport solid waste and dry waste generated in the State of Delaware; and

WHEREAS, for a municipality with accounts with the Authority which collect and transport the solid waste and dry waste generated within their municipal boundaries with their own equipment and labor force the Authority is willing to provide an option to such municipality which allows the municipality to choose to receive a rebate or a discount regarding payment of the specified base rates; and

WHEREAS, the Customer wishes to utilize the services of the Authority for the receipt and disposal of all Customer's solid waste and dry waste collected in the State of Delaware; and

WHEREAS, the Authority wishes to provide disposal services to Customer under this Agreement as an integral part of fulfilling its statutory responsibilities and satisfying its financial obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

1. Customer shall, subject to the exceptions set forth in Paragraph 9 hereafter, deliver to Authority designated facilities all solid waste and dry waste generated in the State of Delaware which is collected and/or transported by Customer during the term of this Agreement.

2. Customer shall pay to the Authority:

   (a) a base rate of Eighty Five Dollars and Fifty Cents ($85.50) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority designated facilities, during the period commencing July 1, 2013 and ending June 30, 2014;

   (b) a base rate of Eighty Seven Dollars ($87.00) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority designated facilities, during the period commencing July 1, 2014 and ending June 30, 2015; and

   (c) a base rate of Eighty Eight Dollars and Fifty Cents ($88.50) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority designated facilities, during the period commencing July 1, 2015 to June 30, 2016,

   (d) the base rates for construction and demolition waste shall be determined by the Authority from time to time for each Authority facility, provided that the Authority shall post the base rates and any changed base rates for construction and demolition waste applicable to its designated facilities at least ten (10) days in advance of the effective date of such base rates for the facility,

3. In the event the Authority establishes a general base rate for disposal of solid waste and dry waste below the base rates specified in Paragraph 2 above for the time periods indicated, Customer shall be entitled to such lower base rates while such lower base rates are in effect. Dry waste shall be as defined in the Regulations of the Delaware Solid Waste Authority and shall be delivered in separated loads free of any commingled municipal solid waste.

Construction and demolition waste shall mean the nonhazardous component of dry waste comprised of discarded materials from construction, renovation, restoration and demolition activities and projects. Construction and demolition waste shall be delivered in separated loads free of any commingled municipal solid waste or dry wastes from other sources. The delivery of yard waste to Authority facilities shall be subject to any limitations or prohibitions imposed by law, regulations and permit conditions, and any special restrictions or requirements imposed by the Authority.

4. The term of this Agreement shall be from July 1, 2013 or the execution date of this Agreement thereafter to June 30, 2016.

5. The following rebates shall be paid to Customer:

(a) a rebate of Eight Dollars ($8.00) shall be paid by the Authority to Customer for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority landfills; namely, the Northern Solid Waste Facility located at Cherry Island in Delaware, the Central Solid Waste Facility located at Sandtown in Delaware, and the Southern Solid Waste Facility located at Jones Crossroads in Delaware.

(b) a rebate of Four Dollars ($4.00) shall be paid by the Authority to Customer for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority transfer stations; namely, the Pine Tree Corner facility, the Milford facility, and the Route 5 facility.

(c) the rebates shall be paid for the following periods in which solid waste and/or dry waste (excluding construction and demolition waste) have been delivered:

(1) July 1, 2013 to June 30, 2014

(2) July 1, 2014 to June 30, 2015

(3) July 1, 2015 to June 30, 2016

6. The rebates set forth in Paragraph 5 above shall be paid to Customer by Authority within forty-five (45) days after the end of the applicable period or after full payment due has been made to the Authority by Customer for all services provided by the Authority, whichever is later, for the solid waste and dry waste (excluding construction and demolition waste) delivered by Customer during the applicable periods set forth in Paragraph 5 above; provided however, that (1) if Customer has not made full payment due for all services provided by the Authority within ninety (90) days of the end of the applicable period, then the entire rebate for the period shall be forfeited without offset for any amounts due from Customer, and (2) payment is conditioned on Customer's full compliance with the terms and conditions of this Agreement during the applicable rebate delivery period.

7. Notwithstanding the foregoing, any municipal Customer which owns and operates its own solid waste and dry waste collection system shall have the option under this Agreement to pay the following discounted rates for the periods indicated without receiving any rebates:

(a) Seventy Seven Dollars and Fifty Cents ($77.50) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority landfills; namely, the Northern Solid Waste Facility located at Cherry Island in Delaware, the Central Solid Waste Facility located at Sandtown in Delaware, and the Southern Solid Waste Facility located at Jones Crossroads in Delaware; and Eighty One Dollars and Fifty Cents ($81.50) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority transfer stations, namely the Pine Tree Corner facility, the Milford facility, and the Route 5 facility, during the period commencing July 1, 2013 and ending June 30, 2014;

(b) Seventy Nine Dollars ($79.00) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority landfills; namely, the

Northern Solid Waste Facility located at Cherry Island in Delaware, the Central Solid Waste Facility located at Sandtown in Delaware, and the Southern Solid Waste Facility located at Jones Crossroads in Delaware; and Eighty Three Dollars ($83.00) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority transfer stations, namely the Pine Tree Corner facility, the Milford facility, and the Route 5 facility, during the period commencing July 1, 2014 and ending June 30, 2015; and

(c) Eighty Dollars and Fifty Cents ($80.50) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority landfills; namely, the Northern Solid Waste Facility located at Cherry Island in Delaware, the Central Solid Waste Facility located at Sandtown in Delaware, and the Southern Solid Waste Facility located at Jones Crossroads in Delaware; and Eighty Four Dollars and Fifty Cents ($84.50) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority transfer stations, namely the Pine Tree Corner facility, the Milford facility, and the Route 5 facility, during the period commencing July 1, 2015 and ending June 30, 2016.

Payment for construction and demolition waste shall be at the prevailing gate rate for the specific Authority facility used. The gate rates for all construction and demolition waste are not discounted.

In order to exercise the option provided hereunder the qualified municipal Customer shall provide written notice to the Authority of its election at the time of execution of this Agreement and prior to July 1 of any subsequent yearly period that the discount applies, and indicate in such written notice the number of yearly periods covered by the exercise of the option. In the event any qualified municipal Customer wishes to make a change to the rebate

system of payments, it may do so by providing written notice to the Authority prior to July 1, of any yearly period that the discount applies, and indicate in such written notice the number of yearly periods covered by the notice.

8. The rates and rebates set forth in paragraphs 2 and 5 above shall be conditioned on full payment by Customer of all amounts due, when due, by Customer under the Authority's payment policy for services provided by the Authority, provided, however, that delinquent payment shall not relieve Customer of the obligation to deliver all solid waste and dry waste (including construction and demolition waste) to designated Authority facilities in accordance with the requirements set forth in paragraph 1 above.

9. For purposes of this Agreement the solid waste and dry waste (including construction and demolition waste) required to be delivered to designated Authority facilities under Paragraphs 1 above shall not include:

(a) recyclable materials source separated at the place of generation, including any materials collected under curbside recycling programs, provided however, the waste residue resulting from the recycling, resource recovery or beneficial use of Delaware solid waste and dry waste (including construction and demolition waste) which is generated from recycling, resource recovery or beneficial use operations conducted within the State of Delaware shall not be subject to this exemption. In order to qualify for the exemption of source separated recyclable materials Customer shall provide written advance notification to the Authority of the location and name of the facility at which recyclable materials are being processed, and written certification of the percentage by weight of the recyclable materials that are recovered by the facility and reused. In order to qualify for the exemption (1) the rate of recovery from source separated recyclable materials

shall be at least eighty percent (80%) by weight; (2) the rate of recovery from construction and demolition waste shall be at least seventy percent (70%) by weight; and (3) such recovered recyclable materials must be recovered and reused. This exception shall not apply to solid waste and dry waste collected for purposes of incineration or conversion to any type or form of waste derived fuel, in whole or in part. This exception shall also not apply if the facility at which the recyclable materials are being handled or processed is not operating in full compliance with applicable federal, state and local laws, regulations, ordinances, permits, conditions or other requirements.

(b) special solid waste as defined by the Authority;

(c) industrial solid waste as defined by the Authority;

(d) agricultural waste generated on a farm;

(e) tires;

(f) non-hazardous waste resulting from emergency clean-up actions;

(g) waste materials collected from industrial facilities which have adopted and implemented a companywide policy requiring all waste materials generated at the industrial facility to be disposed at waste to energy plants. In order to qualify for the exemption, Customer must provide a written notification from the industrial facility to the Authority stating the industrial facility's policy, and the name and location of the waste to energy plant where the waste materials are being taken;

(h) yard waste; and

(i) construction and demolition waste as defined in Paragraph 3 above generated and collected in New Castle County, Delaware.

Customer may, however, deliver to Authority designated facilities the solid waste, dry waste and construction and demolition waste generated in the State of Delaware and identified in

subparagraphs (a) through (i) above, subject to payment of the applicable disposal fee, and subject to compliance with laws, regulations and permit conditions, and the Authority's rules, regulations and procedures pertaining to such dry waste, solid waste and construction and demolition waste.

10. It shall be a condition of default and cause for termination if Customer:

(a) fails to maintain a current payment account in accordance with Authority's rules, regulations, procedures, and payment policies;

(b) fails to deliver the solid waste or dry waste required to be delivered to the Authority's facilities under this Agreement, provided, however, that unintentional and non-material failures by Customer to make the required delivery of solid waste or dry waste will not be grounds for termination if the Customer provides written notice of the failure within seventy-two (72) hours of the event, and cures such failure by making arrangements for delivery to Authority facilities of sufficient amounts of acceptable alternative or replacement solid waste or dry waste (including construction and demolition waste) generated in the State of Delaware, and not subject to the requirements of Paragraph 1 above, to account for the short fall in tonnage and user fee loss experienced by the Authority as a result of the failure; or

(c) fails on a repeated basis to comply with laws and regulations applicable to solid waste collection and transportation, or the Authority's rules, regulations and policies.

11. It shall be a condition of default and cause for termination if the Authority engages in the curbside collection of municipal solid waste, excluding recyclable materials, provided that the default is not cured by Authority within (30) days of written notification by Customer to Authority of the default.

12. Customer and Authority shall be relieved of responsibility for performance under this Agreement to the extent and for such time or times in which Customer or Authority are

prevented or substantially impaired from performing obligations under this Agreement by reason of changes in law or official governmental action by rule, order, regulation or otherwise.

13. This Agreement shall inure to the benefit of and be binding on Customer, its successors, assigns, parents, subsidiaries, affiliates, partners, joint venturers, divisions, contractors and sub-contractors, and all other entities, existing or newly formed, controlled directly or indirectly by Customer or its successors, assigns, parents, subsidiaries, affiliates, partners, joint venturers, divisions, and all other entities, existing or newly formed, controlled directly or indirectly by them, through changes in ownership or status, by transfer of assets or otherwise, and which engage in the collection and/or transportation of solid waste and/or dry waste generated in the State of Delaware.

14. This Agreement shall be interpreted in accordance with the laws of the State of Delaware. Any lawsuit initiated with respect to this Agreement shall be filed in the State courts of the State of Delaware.

15. This Agreement represents the entire understanding of the parties. This Agreement shall not be amended without the written consent of both parties. If Customer has entered a separate Discount Disposal Fee Agreement with the Authority which is in effect at the time of execution of this Agreement, such prior Agreement shall remain in effect until its expiration date.

IN WITNESS WHEREOF, the Authority and Customer have entered this Agreement.

DELAWARE SOLID WASTE AUTHORITY **CUSTOMER**

By:_____(S) By:_____(S)
(Signature) (Signature)

By:_____ By:_____
(Please Print Name) (Please Print Name)

Witness:_____ Witness:_____

f:\fmp\!dswa\2013\municipal ddfa option for rebate or discount.2.4.13.doc

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