NEW CASTLE COUNTY COUNCIL
COUNCIL MEETING

July 28, 2026
6:30 PM

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

AGENDA

A. Call to Order

- **Moment of Silence**
- **Pledge of Allegiance**
- **Roll Call**

B. Approval of Minutes

C. Announcements

D. Introduction of Ordinances

°26-092: AMEND THE PAY PLAN AND RATES OF PAY FOR THE CAPTAINS, MAJORS AND LIEUTENANT COLONEL, REPRESENTED BY THE FRATERNAL ORDER OF POLICE, NEW CASTLE COUNTY LODGE NO. 5
Prime Sponsor(s): Ms. Williams-Johns, Mr. Toole, Mr Caneco

°26-093: AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES REPRESENTED BY THE FRATERNAL ORDER OF POLICE, NEW CASTLE COUNTY LODGE NO. 5
Prime Sponsor(s): Ms. Williams-Johns, Mr. Toole, Mr. Caneco

°26-094: AMEND THE GRANTS BUDGET: APPROPRIATE STATE FUNDS FROM THE DELAWARE OPIOID SETTLEMENT COMMISSION TO THE PROJECT REACH OPIOID GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE
Prime Sponsor(s): Mr. Toole, Mr. Caneco

°26-095: AMEND THE GRANTS BUDGET: APPROPRIATE STATE FUNDS FROM THE DELAWARE OPIOID SETTLEMENT COMMISSION TO THE OPIOID INTEGRATED PUBLIC SAFETY INITIATIVE GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE
Prime Sponsor(s): Mr. Toole, Mr. Caneco

°26-096: AMEND THE GRANTS BUDGET: APPROPRIATE STATE FUNDING FROM THE STATE OF DELAWARE, DEPARTMENT OF SAFETY AND HOMELAND SECURITY TO THE

FY2027 STATE EMERGENCY RESPONSE COMMISSION (SERC) GRANT TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY
Prime Sponsor(s): Mr. Toole, Mr. Caneco

°26-097: AMEND THE GRANTS BUDGET: APPROPRIATE FUNDS FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION THROUGH THE STATE OF DELAWARE, DELAWARE DEPARTMENT OF HEALTH AND SOCIAL SERVICES, DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH TO THE FISCAL YEAR 2025 WASTEWATER DHSS HIGH RISK SUBSTANCES TESTING OPIOID RESPONSE GRANT FOR THE DEPARTMENT OF PUBLIC WORKS
Prime Sponsor(s): Mr. Sheldon, Mr. Carter

°26-098: AMEND THE FY2027 APPROVED OPERATING BUDGET: APPROPRIATE FUNDING FROM THE RECORDER OF DEEDS TECHNOLOGY FEE ACCOUNT TO THE OFFICE OF THE RECORDER OF DEEDS FOR DOCUMENT TECHNOLOGY SYSTEMS CONTRACTED SERVICES
Prime Sponsor(s): Mr. Smiley, Mr. Cartier

°26-099: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 2 (“ADMINISTRATION”), ARTICLE 3 (“OFFICERS AND EMPLOYEES”), TO MODIFY CERTAIN FEES CHARGED BY NEW CASTLE COUNTY OFFICE OF THE RECORDER OF DEEDS
Prime Sponsor(s): Mr. Smiley, Mr. Cartier

°26-100: AMENDING NEW CASTLE COUNTY CODE CHAPTER 2 (“ADMINISTRATION”), ARTICLE 2, DIVISION 2.02.300 (REGISTRATION OF LEGISLATIVE AGENTS)
Prime Sponsor(s): Ms. Durham, Mr. Caneco
Co-Sponsor(s): Mr. Toole

°26-101: AMEND THE GRANTS BUDGET: APPROPRIATE ADDITIONAL STATE OF DELAWARE GRANT-IN-AID FUNDS TO THE ABSALOM JONES SENIOR CENTER FY2027 GRANT, WHICH WILL BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, COMMUNITY RESOURCES DIVISION
Prime Sponsor(s): Mr. Hollins, Mr. Street

°26-102: AMEND THE GRANTS BUDGET: APPROPRIATE STATE FUNDS FROM THE PRESCRIPTION OPIOID SETTLEMENT DISTRIBUTION COMMISSION TO THE HOPE CENTER RECOVERY AND HOUSING STABILIZATION INITIATIVE GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES
Prime Sponsor(s): Mr. Hollins, Mr. Street

°26-103: AMEND THE GRANTS BUDGET: FOR FY2026, APPROPRIATE FUNDS FROM THE STATE OF DELAWARE, DEPARTMENT OF STATE, DELAWARE DIVISION OF LIBRARIES AS A FEDERAL PASS-THROUGH GRANT FROM THE INSTITUTE OF MUSEUM AND LIBRARY SERVICES WITH FUNDING FROM THE FEDERAL LIBRARY SERVICES AND TECHNOLOGY ACT TO BE DISTRIBUTED EQUALLY TO THE TEN NEW CASTLE COUNTY LIBRARIES WHICH ARE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF LIBRARIES
Prime Sponsor(s): Mr. Hollins, Mr. Street

E. Consent Calendar

R26-154: CONSENTING TO THE APPOINTMENT OF ANDREW HAPPER TO THE FIRE AND AMBULANCE ADVISORY BOARD
Prime Sponsor(s): Ms. George

R26-155: HONORING THE LIFE AND LEGACY OF STAN MERRIMAN
Prime Sponsor(s): Mr. Caneco

NOTE: If an item on the Consent Calendar is objected to by a Council member, or a member of the public wishes to obtain additional information about the candidate or proposed legislation, or if a Councilmember intends to offer an amendment to a resolution, seek additional information, or state a conflict, it shall be removed from the Consent Calendar and voted upon separately.

F. Consideration of Resolutions Removed from the Consent Calendar and Other Resolutions

R26-156: AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE FRATERNAL ORDER OF POLICE, NEW CASTLE COUNTY LODGE NO. 5 COLLECTIVE BARGAINING AGREEMENT
Prime Sponsor(s): Ms. Williams-Johns, Mr. Toole, Mr. Caneco
Co-sponsor(s): Mr. Tackett

R26-157: AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE FRATERNAL ORDER OF POLICE, NEW CASTLE COUNTY LODGE NO. 5 CAPTAINS, MAJORS, & LIEUTENANT COLONEL COLLECTIVE BARGAINING AGREEMENT
Prime Sponsor(s): Ms. Williams-Johns, Mr. Toole, Mr. Caneco
Co-sponsor(s): Mr. Tackett

R26-158: TO AMEND NEW CASTLE COUNTY COUNCIL EMPLOYEE HANDBOOK CHAPTERS 1 THROUGH 8 REGARDING EMPLOYEE POLICIES
Prime Sponsor(s): Ms. George, Ms. Kilpatrick

R26-159: APPOINTING MONICA HILL TO THE NEW CASTLE COUNTY BOARD OF ASSESSMENT REVIEW
Prime Sponsor(s): Ms. Durham

G. Time Sensitive Congratulatory/Honorary Resolutions

R26-160: RECOGNIZING AND HONORING CAITIE LAYTON FOR BEING SELECTED AS TEACHER OF THE YEAR AND COMMENDING HER EXCEPTIONAL DEDICATION TO STUDENT SUCCESS, EDUCATIONAL EXCELLENCE, AND SERVICE TO THE SCHOOL COMMUNITY
Prime Sponsor(s): Ms. Williams-Johns

H. Presentations

I. Consideration of Ordinances

°26-086: AMEND THE GRANTS BUDGET: APPROPRIATE ANTICIPATED FUNDING FROM THE STATE OF DELAWARE, DEPARTMENT OF HEALTH AND SOCIAL SERVICES, DIVISION OF SERVICES FOR AGING & ADULTS WITH PHYSICAL DISABILITIES TO THE 2027 AB JONES SENIOR CENTER ART LOVING SENIORS GRANT, WHICH WILL BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY RESOURCES
Prime Sponsor(s): Mr. Hollins, Mr. Street
Co-sponsor(s): Mr. Toole

°26-087: AMEND THE GRANTS BUDGET: APPROPRIATE FEDERAL FUNDING FROM THE U.S. DEPARTMENT OF TRANSPORTATION PASSED THROUGH THE STATE OF DELAWARE, DEPARTMENT OF SAFETY AND HOMELAND SECURITY, OFFICE OF HIGHWAY SAFETY TO THE FY27 OHS 250TH ANNIVERSARY MOTORIST AND PEDESTRIAN SAFETY GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF

POLICE
Prime Sponsor(s): Mr. Toole, Mr. Caneco

°26-088: AMEND THE FY2026 APPROVED OPERATING BUDGET: APPROPRIATE STATE OF DELAWARE FUNDING RECEIVED FOR THE NEW CASTLE COUNTY POLICE EMPLOYEE'S RETIREMENT SYSTEM TO THE DEPARTMENT OF PUBLIC SAFETY EMPLOYEE BENEFITS BUDGETARY LINE ITEM
Prime Sponsor(s): Mr. Smiley, Mr. Cartier

°26-090: AMEND THE GRANTS BUDGET: APPROPRIATE FUNDING FROM THE NEW CASTLE COUNTY COUNCIL FY2027 APPROVED OPERATING BUDGET TO THE SENIOR HOME REPAIR PROGRAM GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES
Prime Sponsor(s): Mr. Smiley
Co-sponsor(s): Ms. Williams-Johns

°26-091: AMEND THE FY2027 APPROVED OPERATING BUDGET:REDUCE THE GRANTS AND FIXED CHARGES BUDGET LINE ITEM OF COUNTY COUNCIL TO PROVIDE FUNDING FOR NEW CASTLE COUNTY OPERATING PROGRAMS AND GRANTS
Prime Sponsor(s): Mr. Smiley

°25-163: (STATUS:TABLED) AMENDING NEW CASTLE COUNTY CODE CHAPTER 6 ("BUILDING CODE "), ARTICLE 3 ("ADMINISTRATION") TO CODIFY THE PLUMBING AND MECHANICAL TECHNICAL ADVISORY COMMITTEE WITHIN THE NEW CASTLE COUNTY CODE
Prime Sponsor(s): Ms. Durham

SUBSTITUTE NO. 1 TO °25-164: (STATUS: TABLED) AMENDING *NEW CASTLE COUNTY CODE* CHAPTER 40 ("UNIFIED DEVELOPMENT CODE") AND APPENDIX 6 RELATING TO THE STRUCTURE OF CERTAIN COUNTY COMMITTEES
Prime Sponsor(s): Ms. Durham

SUBSTITUTE NO. 1 TO °25-165: (STATUS: TABLED) AMENDING THE PAY PLANS AND RATES OF PAY FOR ELIGIBLE MEMBERS OF CERTAIN NEW CASTLE COUNTY BOARDS, COMMITTEES, AND COMMISSIONS
Prime Sponsor(s): Ms. Durham

°26-017: (STATUS: TABLED) TO AMEND NEW CASTLE COUNTY CODE CHAPTER 40 ("UNIFIED DEVELOPMENT CODE"), ARTICLE 6 ("SIGN REGULATIONS) REGARDING ELECTRONIC VARIABLE MESSAGE SIGNS
Prime Sponsor(s): Mr. Tackett

J. Introduction/Consideration of Emergency Ordinances

K. Public Comment/Other

L. Motion to Adjourn

AGENDA POSTED: July 21, 2026

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

**Under Title 29, Section 10006A of *Delaware Code*, New Castle County Council is holding this meeting as a telephone and video conference, utilizing zoom Webinar. In addition, this meeting is open to the public in Council Chambers (800 N. French Street, Wilmington, DE 19801). The link to join the meeting via computer, smart device, or smart phone is: https://us02web.zoom.us/j/86973545695 You may also call into the meeting (audio) using the following call in numbers: 1-312-626-6799 or +1-646-558-8656 or +1-346-248-7799 or +1-669-900-9128 or +1-253-215-8782 or +1-301-715-8592. Then enter the Webinar ID: 377 322 142. If you do not have a good connection with one, please try the others. Additional information regarding phone functionality during the meeting is available at: https://support.zoom.us/hc/en-us/articles/360029527911-Live-Training-Webinars

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

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

Prime Sponsor(s): Ms. Williams-Johns
Mr. Toole, Mr. Caneco
Requested by: Administration/HR
Date of Introduction: July 28, 2026

ORDINANCE NO. 26-092

AMEND THE PAY PLAN AND RATES OF PAY FOR THE CAPTAINS, MAJORS AND LIEUTENANT COLONEL, REPRESENTED BY THE FRATERNAL ORDER OF POLICE, NEW CASTLE COUNTY LODGE NO. 5

WHEREAS, the County Executive has recommended amendments to the Pay Plans and Rates of Pay for the Captains, Majors, and Lt. Colonel represented by the Fraternal Order of Police, Lodge No. 5 (hereinafter "FOP") to reflect wage increases agreed to during collective bargaining negotiations.

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

Section 1. The Pay Plans and Rates of Pay for the Captains, Majors and Lt. Colonel represented by the FOP, for the period July 1, 2026 through June 30, 2029, as set forth in Exhibit "A", all of which shall be considered underscored, is hereby adopted in its entirety effective on July 1, 2026.

Section 2. This Ordinance shall be effective upon adoption by New Castle County Council and approval of the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

Approved on:

_____
Marcus Henry
County Executive

SYNOPSIS: This Ordinance, if approved, amends the Pay Plan and Rates of Pay to implement the wage increases resulting from the County's collective bargaining negotiations with the FOP on behalf of the Captains, Majors and Lt. Colonel.

This three-year agreement defines the wages and other terms of employment for the bargaining unit effective July 1, 2026. The agreement provides for a 2.5% wage increase for the period July 1, 2026 through June 30, 2027; a revised pay plan for the period July 1, 2027 through June 30, 2028; and a 3.0% wage increase for the period July 1, 2028 through June 30, 2029. Additionally, effective July 1, 2026, an additional Step 23 was added, and effective July 1, 2028, Steps 25 and 27 have been added to the pay plan.

FISCAL NOTE: This Ordinance approves and adopts a new pay plan and rates of pay for the Captains, Majors, and Lt. Colonel represented by the FOP.

The estimated fiscal impacts (Salaries/Wages and Employee Benefits) of the Collective Bargaining agreement for the period of July 1, 2026 through June 30, 2029 are as follows:

FY2027	$94,000
FY2028	$469,000 ($375,000 incremental from FY2027)
FY2029	$668,000 ($199,000 incremental from FY2028)

The fiscal impact is calculated on the premise that wage levels would have continued unchanged for an additional three years in the absence of this contract's approval. The financial implications associated with this agreement have already been reflected in the FY2027 Approved Operating Budget.

Acknowledged by the Chief Financial Officer July 17, 2026.

7/1/2026

									Completion of		
		1	2	3	4	5	6	7	Year 18	Year 21	Year 23
Police Captain	1	130,449	143,494	150,669	158,202	166,112	174,418	183,139	188,633	194,292	200,121
Police Major	2	143,494	150,669	158,202	166,112	174,418	183,139	192,296	198,065	204,007	210,127
Deputy Chief of Police	3	150,669	158,202	166,112	174,418	183,139	192,296	201,911	207,968	214,207	220,633

7/1/2027

									Commencement of		
		1	2	3	4	5	6	7	Year 18	Year 21	Year 23
Police Captain	1	151,008	166,109	174,414	183,135	192,292	201,907	212,002	218,362	224,913	231,660
Police Major	2	166,109	174,414	183,135	192,292	201,907	212,002	222,602	229,280	236,158	243,243
Deputy Chief of Police	3	174,414	183,135	192,292	201,907	212,002	222,602	233,732	240,744	247,966	255,405

7/1/2028

									Commencement of				
		1	2	3	4	5	6	7	Year 18	Year 21	Year 23	Year 25	Year 27
Police Captain	1	155,538	171,092	179,647	188,629	198,060	207,963	218,361	224,912	231,659	238,609	245,767	253,140
Police Major	2	171,092	179,647	188,629	198,060	207,963	218,361	229,279	236,157	243,242	250,539	258,055	265,797
Deputy Chief of Police	3	179,647	188,629	198,060	207,963	218,361	229,279	240,743	247,965	255,404	263,066	270,958	279,087

Prime Sponsor(s): Ms. Williams-Johns
Mr. Toole, Mr. Caneco
Requested by: Administration/HR
Date of Introduction: July 28, 2026

ORDINANCE NO. 26-093

AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES REPRESENTED BY THE FRATERNAL ORDER OF POLICE, NEW CASTLE COUNTY LODGE NO. 5

WHEREAS, the County Executive has recommended amendments to the Pay Plans and Rates of Pay for Classified Employees represented by the Fraternal Order of Police, Lodge No. 5 (hereinafter "FOP") to reflect wage increases agreed to during collective bargaining negotiations.

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

Section 1. The Pay Plans and Rates of Pay for Classified Service Employees represented by the FOP, for the period July 1, 2026 through June 30, 2029 as set forth in Exhibit "A", all of which shall be considered underscored, is hereby adopted in its entirety effective on July 1, 2026.

Section 2. This Ordinance shall be effective upon adoption by New Castle County Council and approval of the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

Approved on:

_____
Marcus Henry
County Executive

SYNOPSIS: This Ordinance, if approved, amends the Pay Plan and Rates of Pay to implement the wage increases resulting from the County's collective bargaining negotiations with the FOP.

This three-year agreement defines the wages and other terms of employment for the bargaining unit effective July 1, 2026. The agreement provides for a 2.5% wage increase for the period July 1, 2026 through June 30, 2027; a revised pay plan for the period July 1, 2027 through June 30, 2028; and a 3.0% wage increase for the period July 1, 2028 through June 30, 2029. Additionally, effective July 1, 2026, an additional Step 23 was added, and effective July 1, 2028, an additional increase to Steps 25 and 27 have been added to the pay plan.

FISCAL NOTE: This Ordinance approves and adopts a new pay plan and rates of pay for the Classified Employees represented by the FOP.

The estimated fiscal impacts (Salaries/Wages and Employee Benefits) of the Collective Bargaining agreement for the period of July 1, 2026 through June 30, 2029 are as follows:

FY2027	$1,400,000
FY2028	$10,100,000 ($8,700,000 incremental from FY2027)
FY2029	$11,500,000 ($1,400,000 incremental from FY2028)

The fiscal impact is calculated on the premise that wage levels would have continued unchanged for an additional three years in the absence of this contract's approval. The financial implications associated with this agreement have already been reflected in the FY2027 Approved Operating Budget. There is a companion resolution to approve the collective bargaining agreement.

Acknowledged by the Chief Financial Officer July 14, 2028.

COLA 2.5%

Effective **7/1/2026**

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	Completion of Year 18	Year 21	Year 23
POLICE OFFICER	24	76,314	76,314	76,314	76,314	80,130	84,137	88,344	92,761	97,399	102,269	105,337	108,497	111,752
CORPORAL	25	76,314	76,314	76,314	80,130	84,137	88,344	92,761	97,399	102,269	107,382	110,603	113,921	117,339
SENIOR CORPORAL	26	76,314	76,314	80,130	84,137	88,344	92,761	97,399	102,269	107,382	112,751	116,134	119,618	123,207
MASTER CORPORAL	27	76,314	80,130	84,137	88,344	92,761	97,399	102,269	107,382	112,751	118,389	121,941	125,599	129,367
SERGEANT	29	84,136	88,343	92,760	97,398	102,268	107,381	112,750	118,388	124,307	130,522	134,438	138,471	142,625
SR. SERGEANT	30	88,343	92,760	97,398	102,268	107,381	112,750	118,388	124,307	130,522	137,048	141,159	145,394	149,756
LIEUTENANT	31	92,760	97,398	102,268	107,381	112,750	118,388	124,307	130,522	143,574	150,753	155,276	159,934	164,732
SR. LIEUTENANT	32	97,398	102,268	107,381	112,750	118,388	124,307	130,522	143,574	150,753	158,291	163,040	167,931	172,969

COLA 0.0%

Effective **7/1/2027**

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	Commencement of Year 18	Year 21	Year 23
POLICE OFFICER	24	76,314	80,130	84,137	88,344	92,761	97,399	102,269	107,382	112,751	118,389	121,941	125,599	129,367
CORPORAL	25	80,130	84,137	88,344	92,761	97,399	102,269	107,382	112,751	118,389	124,308	128,037	131,878	135,834
SENIOR CORPORAL	26	84,137	88,344	92,761	97,399	102,269	107,382	112,751	118,389	124,308	130,523	134,439	138,472	142,626
MASTER CORPORAL	27	88,344	92,761	97,399	102,269	107,382	112,751	118,389	124,308	130,523	137,049	141,160	145,395	149,757
SERGEANT	29	97,399	102,269	107,382	112,751	118,389	124,308	130,523	137,049	143,901	151,096	155,629	160,298	165,107
SR. SERGEANT	30	102,269	107,382	112,751	118,389	124,308	130,523	137,049	143,901	151,096	158,651	163,411	168,313	173,362
LIEUTENANT	31	107,382	112,751	118,389	124,308	130,523	137,049	143,901	151,096	166,206	174,516	179,751	185,144	190,698
SR. LIEUTENANT	32	112,751	118,389	124,308	130,523	137,049	143,901	151,096	166,206	174,516	183,242	188,739	194,401	200,233

COLA 3.0%

Effective **7/1/2028**

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	Commencement of Year 18	Year 21	Year 23	Year 25	Year 27
POLICE OFFICER	24	78,603	82,533	86,660	90,993	95,543	100,320	105,336	110,603	116,133	121,940	125,598	129,366	133,247	137,244	141,361
CORPORAL	25	82,533	86,660	90,993	95,543	100,320	105,336	110,603	116,133	121,940	128,037	131,878	135,834	139,909	144,106	148,429
SENIOR CORPORAL	26	86,660	90,993	95,543	100,320	105,336	110,603	116,133	121,940	128,037	134,439	138,472	142,626	146,905	151,312	155,851
MASTER CORPORAL	27	90,993	95,543	100,320	105,336	110,603	116,133	121,940	128,037	134,439	141,161	145,396	149,758	154,251	158,879	163,645
SERGEANT	29	100,320	105,336	110,603	116,133	121,940	128,037	134,439	141,161	148,219	155,630	160,299	165,108	170,061	175,163	180,418
SR. SERGEANT	30	105,336	110,603	116,133	121,940	128,037	134,439	141,161	148,219	155,630	163,412	168,314	173,363	178,564	183,921	189,439
LIEUTENANT	31	110,603	116,133	121,940	128,037	134,439	141,161	148,219	155,630	171,193	179,753	185,146	190,700	196,421	202,314	208,383
SR. LIEUTENANT	32	116,133	121,940	128,037	134,439	141,161	148,219	155,630	171,193	179,753	188,741	194,403	200,235	206,242	212,429	218,802

Prime Sponsor(s): Mr. Toole, Mr. Caneco
Requested by: Public Safety
Date of introduction: July 28, 2026

ORDINANCE NO. 26-094

**AMEND THE GRANTS BUDGET:
APPROPRIATE STATE FUNDS FROM THE DELAWARE OPIOID SETTLEMENT COMMISSION TO THE PROJECT REACH OPIOID GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

WHEREAS, state funding in the amount of $30,000 has been awarded from the Delaware Opioid Settlement Commission to the Project Reach Opioid Grant; and

WHEREAS, this program provides critical funding for the Division of Police in its efforts to combat opioid awareness and prevention; and

WHEREAS, this funding will be used by the New Castle County Department of Public Safety, Division of Police and Division of Emergency Medical Services for overtime for officers and paramedics for outreach purposes; and

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

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

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

Section 1. The Grants Budget, as adopted by Ordinance No. 75-173, is hereby amended by adding the material on the attached “Exhibit A,” which is considered to be underscored in its entirety, which is attached hereto and made a part hereof.

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

Section 3. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 1, 2026.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council of
New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $30,000 in state funding from the Delaware Opioid Settlement Commission to the Project Reach Opioid Grant. These funds will be used by the New Castle County Department of Public Safety, Division of Police and Division of Emergency Medical Services for overtime of police officers and paramedics for outreach purposes to include educational sessions, resource kits, and training students.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 1, 2026.

FISCAL NOTE: This Ordinance, if approved, will appropriate $30,000 in state funding from the Delaware Opioid Settlement Commission to the Project Reach Opioid Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $30,000. This increase will impact FY2027 only as the estimated program completion date is June 30, 2027. The fiscal impact on the Operating Budget will be $12,946.93 to cover benefits for overtime not covered by the grant. This will be covered within the Department of Public Safety Approved Operating Budget.

Acknowledged by the Chief Financial Officer July 15, 2026.

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

GRANT TITLE: Project REACH Opioid **Ordinance No.** 26-094

PROGRAM TITLE: Project REACH Opioid

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	$ 30,000.00	$ -	$ 30,000.00
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 30,000.00	$ -	$ 30,000.00

Expense	Current	Change	Revised
Salaries and Wages	$ 27,823.12	$ -	$ 27,823.12
Benefits	$ 2,176.88	$ -	$ 2,176.88
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -
Contractual Services	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 30,000.00	$ -	$ 30,000.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 7/1/2026

Estimated Program Completion: 6/30/2027

Operating Budget Impact $ 12,946.93 **Found in (ORG):** 10200304 - Police
10200202 - EMS

Ordinance Passed: **Date Revised:**

PROGRAM DESCRIPTION:

Funding from the Delaware Opioid Settlement Commission will support Project REACH, a program designed to address the growing opioid crisis by increasing awareness of opioid misuse and overdose risk among high school students throughout New Castle County.

7/28/2026

Prime Sponsor(s): Mr. Toole, Mr. Caneco
Requested by: Public Safety
Date of introduction: July 28, 2026

ORDINANCE NO. 26-095

**AMEND THE GRANTS BUDGET:
APPROPRIATE STATE FUNDS FROM THE DELAWARE OPIOID SETTLEMENT COMMISSION TO THE OPIOID INTEGRATED PUBLIC SAFETY INITIATIVE GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

WHEREAS, state funding in the amount of $518,710 has been awarded from the Delaware Opioid Settlement Commission to the Opioid Integrated Public Safety Initiative Grant; and

WHEREAS, this program provides critical funding for the Department of Public Safety in its efforts to enhance opioid addiction awareness, resources, assist current Behavioral Health Unit; and

WHEREAS, this funding will be used by the New Castle County Department of Public Safety implementing a co-responder team within the 9-1-1 operations, and purchasing resources and material/supplies for opioid prevention; and

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

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

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

Section 1. The Grants Budget, as adopted by Ordinance No. 75-173, is hereby amended by adding the material on the attached “Exhibit A,” which is considered to be underscored in its entirety, which is attached hereto and made a part hereof.

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

Section 3. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 1, 2026.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council of
New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $518,710 in state funding from the Delaware Opioid Settlement Commission to the Opioid Integrated Public Safety Initiative Grant. These funds will be used by the New Castle County Department of Public Safety to implement an additional co-respondent team to include contractors who are Peer Specialist, Mental Health Professionals, and Case Managers/Advocates within the 911 Center, to purchase medical supplies and Ipads/Tablets for use for Right to Refusal program, and cabinets for holding AED/defibrillators.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 1, 2026.

FISCAL NOTE: This Ordinance, if approved, will appropriate $518,710 in state funding from the Delaware Opioid Settlement Commission to the Opioid Integrated Public Safety Initiative Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $518,710. This increase will impact FY2027 and FY2028 as the estimated program completion date is June 30, 2028. The fiscal impact on the Operating Budget will be $20,521.05 to cover benefits for overtime not covered by the grant. This will be covered within the Department of Public Safety Approved Operating Budget.

Acknowledged by the Chief Financial Officer July 15, 2026.

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

GRANT TITLE: Opioid Integrated Public Safety Initiative **Ordinance No.** 26-095

PROGRAM TITLE: Opioid Integrated Public Safety Initiative

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	$ 518,710.00	$ -	$ 518,710.00
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 518,710.00	$ -	$ 518,710.00

Expense	Current	Change	Revised
Salaries and Wages	$ 44,100.00	$ -	$ 44,100.00
Benefits	$ 3,450.38	$ -	$ 3,450.38
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ 22,150.00	$ -	$ 22,150.00
Contractual Services	$ 389,946.00	$ -	$ 389,946.00
Equipment	$ 59,063.62	$ -	$ 59,063.62
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 518,710.00	$ -	$ 518,710.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 7/1/2026

Estimated Program Completion: 6/30/2028

Operating Budget Impact $ 20,521.05 **Found in (ORG):** 10200304 - Police

10200501 - 911

Ordinance Passed: **Date Revised:**

PROGRAM DESCRIPTION:

7/28/2026

DEPARTMENT:	Public Safety	**EXHIBIT:**	**"A"**
GRANT TITLE:	Opioid Integrated Public Safety Initiative	**Ordinance No.**	26-
PROGRAM TITLE:	Opioid Integrated Public Safety Initiative		

Funding from the Delaware Opioid Settlement Commission will support the expansion of the multi-tiered overdose prevention and behavioral health response program. This initiative enhances frontline emergency response infrastructure and improves coordination between public safety systems and behavioral health services for high-need communities throughout New Castle County.

Prime Sponsor(s): Mr. Toole, Mr. Caneco
Requested by: Public Safety
Date of introduction: July 28, 2026

ORDINANCE NO. 26-096

**AMEND THE GRANTS BUDGET:
APPROPRIATE STATE FUNDING FROM THE STATE OF DELAWARE, DEPARTMENT OF SAFETY AND HOMELAND SECURITY TO THE FY2027 STATE EMERGENCY RESPONSE COMMISSION (SERC) GRANT TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY**

WHEREAS, authorization is being sought for the appropriation of $78,936 in state funding from the State of Delaware, Department of Safety and Homeland Security; and

WHEREAS, the grant award will be used to support part of the salaries and benefits associated with one (1) Emergency Preparedness Planner along with training, and other expenses related to hazardous incidents; and

WHEREAS, these funds will provide support to enhance state and local emergency response and preparedness capabilities related to hazardous materials incidents through better coordination and planning; and

WHEREAS, the County Executive has determined that grants anticipated to be received from the State of Delaware, Department of Safety and Homeland Security are sufficient to cover the increase in the Grants Budget as hereinafter amended; and

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

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

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

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

Section 3. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 1, 2026.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council

of New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $78,936 in state funding from the State of Delaware, Department of Safety and Homeland Security to the FY2027 State Emergency Response Commission Grant. This funding will support part of the salaries and benefits associated with one (1) Emergency Preparedness Planner along with training, and other expenses related to hazardous incidents.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 1, 2026.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $78,936 in state funding from the State of Delaware, Department of Safety and Homeland Security to the FY2027 State Emergency Response Commission Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $78,936. This increase will only affect FY2027 only since the targeted program completion date is June 30, 2027.

Acknowledgment by the Chief Financial Officer July 15, 2026.

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

GRANT TITLE: FY27 State Emergency Response Commission **Ordinance No.** 26-096

PROGRAM TITLE: FY27 State Emergency Response Commission

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	$ 78,936.00	$ -	$ 78,936.00
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 78,936.00	$ -	$ 78,936.00

Expense	Current	Change	Revised
Salaries and Wages	$ 45,710.00	$ -	$ 45,710.00
Benefits	$ 24,751.00	$ -	$ 24,751.00
Training/Civic Affairs	$ 1,000.00	$ -	$ 1,000.00
Communication/Utilities	$ 1,250.00	$ -	$ 1,250.00
Materials/Supplies	$ 500.00	$ -	$ 500.00
Contractual Services	$ 5,725.00	$ -	$ 5,725.00
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 78,936.00	$ -	$ 78,936.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 7/1/2026

Estimated Program Completion: 6/30/2027

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

Ordinance Passed: **Date Revised:**

PROGRAM DESCRIPTION:

The primary focus of the State Emergency Response Commission (SERC) grant is to enhance state and local emergency response and preparedness capabilities related to hazardous materials incidents through better coordination and planning.

7/28/2026

Prime Sponsor(s): Mr. Sheldon, Mr. Carter
Requested by: Public Works
Date of introduction: July 28, 2026

ORDINANCE NO. 26-097

AMEND THE GRANTS BUDGET: APPROPRIATE FUNDS FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION THROUGH THE STATE OF DELAWARE, DELAWARE DEPARTMENT OF HEALTH AND SOCIAL SERVICES, DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH TO THE FISCAL YEAR 2025 WASTEWATER DHSS HIGH RISK SUBSTANCES TESTING OPIOID RESPONSE GRANT FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, funding has been awarded from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration through the State of Delaware, Department of Health and Social Services, Division of Substance Abuse and Mental Health to the FY2025 Wastewater DHSS High Risk Substances Testing Opioid Response Grant; and

WHEREAS, funding shall be used to collect samples from the sanitary sewer system to be analyzed and will be shared with the State of Delaware, Department of Health and Social Services and the New Castle County Police Department to track known overdoses with high-risk substance data to observe trends; and

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

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

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

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

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

Section 3. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to September 30, 2025.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $100,000 from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration through the State of Delaware, Department of Health and Social Services, Division of Substance Abuse and Mental Health to the FY25 Wastewater DHSS High Risk Substances Testing Opioid Response Grant. Funding shall be used to collect samples from the sanitary sewer system to be analyzed and will be shared with the State of Delaware, Department of Health and Social Services and the New Castle County Police Department to track known overdoses with high-risk substance data to observe trends.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to September 30, 2025.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $100,000 from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration through the State of Delaware, Department of Health and Social Services, Division of Substance Abuse and Mental Health to the FY25 Wastewater DHSS High Risk Substances Testing Opioid Response Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $100,000. This increase will impact FY2026 and FY2027, since the targeted program completion date of this award is September 29, 2026.

Acknowledged by the Chief Financial Officer July 15, 2026.

DEPARTMENT: Public Works **EXHIBIT:** "A"

GRANT TITLE: FY25 Wastewater DHSS High Risk Substances Testing Opioid Response **Ordinance No.** 26-097

PROGRAM TITLE: FY25 Wastewater DHSS High Risk Substances Testing Opioid Response

Revenue	Current	Change	Revised
Federal	$ 100,000.00	$ -	$ 100,000.00
State	$ -	$ -	$ -
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 100,000.00	$ -	$ 100,000.00

Expense	Current	Change	Revised
Salaries and Wages	$ -	$ -	$ -
Benefits	$ -	$ -	$ -
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -
Contractual Services	$ 100,000.00	$ -	$ 100,000.00
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 100,000.00	$ -	$ 100,000.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 9/30/2025

Estimated Program Completion: 9/29/2026

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

Ordinance Passed: **Date Revised:**

PROGRAM DESCRIPTION:

New Castle County will collect samples from the sanitary sewer system. The samples will be analyzed and shared with the State of Delaware, Department of Health and Social Services and NCC Police Departments. NCC will track known overdoses with high-risk substance data to observe trends.

7/28/2026

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Technology
Date of introduction: July 28, 2026

ORDINANCE NO. 26-098

AMEND THE FY2027 APPROVED OPERATING BUDGET: APPROPRIATE FUNDING FROM THE RECORDER OF DEEDS TECHNOLOGY FEE ACCOUNT TO THE OFFICE OF THE RECORDER OF DEEDS FOR DOCUMENT TECHNOLOGY SYSTEMS CONTRACTED SERVICES

WHEREAS, this Ordinance will amend the FY2027 Approved Operating Budget by appropriating $20,400.00 from the Recorder of Deeds Technology Fee Account to the Office of the Recorder of Deeds; and

WHEREAS, the additional funding is needed to pay Document Technology Systems for contracted services implementing confidential document redaction functionality in the Recorder of Deeds land records system, as required for compliance with Delaware Senate Bill 32 (85 Del. Laws, c. 125), effective February 8, 2026; and

WHEREAS, Delaware Senate Bill 32 requires government agencies to remove the personal information of correctional officers and probation and parole officers from publicly available records within 72 hours of receiving a written request; and

WHEREAS, the prior system supported only manual redaction, which could not reliably meet the 72-hour statutory deadline given the number of correctional officers residing in New Castle County; and

WHEREAS, this protection was previously extended to judicial officers, and coverage may expand to additional groups; and

WHEREAS, the automated functionality ensures the Office meets current statutory mandates and is positioned for future expansions of these privacy protections; and

WHEREAS, the revenue measures heretofore adopted by the County Council, are, in the opinion of the County Executive, estimated to yield sums at least sufficient to balance the proposed expenditures as set forth in the Approved Annual Operating Budget as hereinafter amended.

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

Section 1. The Annual Operating Budget for the fiscal year beginning July 1, 2026, is hereby amended by deleting the material stricken and adding the material underscored on the attached “Exhibit A.”

Section 2. The foregoing amendment shall be considered a part of the Annual Operating Budget for the fiscal year beginning July 1, 2026, and shall be effective retroactively as though incorporated initially in the Annual Operating Budget.

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

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, amends the FY2027 Approved Operating Budget by appropriating $20,400.00 from the Recorder of Deeds Technology Fee Account to the Office of the Recorder of Deeds. These funds are needed to pay Document Technology Systems for contracted services implementing confidential document redaction functionality in the Recorder of Deeds land records system, as required for compliance with Delaware Senate Bill 32 (85 Del. Laws, c. 125), effective February 8, 2026.

FISCAL NOTE: This Ordinance, if approved, will amend the FY2027 Approved Operating Budget by appropriating $20,400.00 from the Recorder of Deeds Technology Fee Account to the Office of the Recorder of Deeds in the Contractual Services Budget Line Item.

The revised FY2027 Approved Operating Budget will be $387,633,538. There will be no anticipated fiscal impact to FY2028 and FY2029 as ongoing system maintenance is covered under the existing support agreement.

The balance in the Recorder of Deeds Technology Fee Account after this appropriation will be $155,650.42.

Acknowledged by the Chief Financial Officer July 14, 2026.

EXHIBIT A1

COUNTY COUNCIL		
Salaries and Wages	$	2,730,491
Benefits		1,477,914
Training and Civic Affairs		65,212
Communication and Utilities		11,408
Materials and Supplies		60,772
Contractual Services		256,247
Equipment		1,600
Grants and Fixed Charges		469,732
Operating Transfer Charges		181,699
Total	***$***	***5,255,075***
Total Authorized Full-Time Positions 35		

COUNTY EXECUTIVE		
Salaries and Wages	$	2,401,265
Benefits		1,296,477
Training and Civic Affairs		41,904
Communication and Utilities		14,769
Materials and Supplies		22,236
Contractual Services		248,565
Equipment		1,000
Grants and Fixed Charges		43,000
Contingency		55,000
Operating Transfer Charges		114,934
Total	***$***	***4,239,150***
Total Authorized Full-Time Positions 17		

DEPARTMENT OF ADMINISTRATION		
Salaries and Wages	$	15,179,002
Benefits		8,174,714
Training and Civic Affairs		199,555
Communication and Utilities		9,592,710
Materials and Supplies		169,549
Contractual Services		8,002,559
Equipment		318,900
Grants and Fixed Charges		4,082,350
Operating Transfer Charges		1,004,932
Operating Transfer Credits		(14,008,398)
Total	***$***	***32,715,873***
Total Authorized Full-Time Positions 177		

EXHIBIT A2

DEPARTMENT OF PUBLIC WORKS		
Salaries and Wages	$	27,101,408
Benefits		14,637,068
Training and Civic Affairs		88,079
Communication and Utilities		28,464,659
Materials and Supplies		4,918,251
Contractual Services		11,344,204
Equipment		536,333
Grants and Fixed Charges		1,294,498
Land and Structures		35,000
Operating Transfer Charges		4,964,157
Operating Transfer Credits		(7,906,610)
Total	***$***	***85,477,047***
Total Authorized Full-Time Positions 389		

DEPARTMENT OF LAND USE		
Salaries and Wages	$	9,147,002
Benefits		4,932,574
Training and Civic Affairs		66,975
Communication and Utilities		100,483
Materials and Supplies		106,727
Contractual Services		1,204,609
Equipment		56,240
Grants and Fixed Charges		56,500
Operating Transfer Charges		812,369
Total	***$***	***16,483,479***
Total Authorized Full-Time Positions 113		

DEPARTMENT OF COMMUNITY SERVICES		
Salaries and Wages	$	12,751,262
Benefits		6,072,129
Training and Civic Affairs		9,960
Communication and Utilities		1,356,485
Materials and Supplies		1,029,334
Contractual Services		3,258,150
Equipment		1,500
Grants and Fixed Charges		3,296,066
Operating Transfer Charges		1,590,723
Operating Transfer Credits		(257,608)
Total	***$***	***29,108,001***
Total Authorized Full-Time Positions 161		

EXHIBIT A3

DEPARTMENT OF PUBLIC SAFETY		
Salaries and Wages	$	83,209,835
Benefits		44,672,013
Training and Civic Affairs		205,206
Communication and Utilities		1,065,054
Materials and Supplies		1,493,047
Contractual Services		2,698,422
Equipment		3,899,005
Grants and Fixed Charges		9,204,644
Operating Transfer Charges		8,603,175
Total	***$***	***155,050,401***
Total Authorized Full-Time Positions 729		

REGISTER OF WILLS		
Salaries and Wages	$	1,230,774
Benefits		660,764
Training and Civic Affairs		34,950
Communication and Utilities		9,527
Materials and Supplies		10,053
Contractual Services		62,715
Equipment		2,800
Operating Transfer Charges		112,881
Total	***$***	***2,124,464***
Total Authorized Full-Time Positions 20		

EXHIBIT A4

RECORDER OF DEEDS				
Salaries and Wages			$	1,302,349
Benefits				698,105
Training and Civic Affairs				40,170
Communication and Utilities				30,597
Materials and Supplies				12,398
Contractual Services		~~82,718~~		103,118
Equipment				6,150
Grants and Fixed Charges				18,350
Operating Transfer Charges				187,466
Total		***~~2,378,303~~***	$	***2,398,703***
Total Authorized Full-Time Positions	***23***			
SHERIFF				
Salaries and Wages			$	1,492,735
Benefits				808,273
Training and Civic Affairs				24,412
Communication and Utilities				11,740
Materials and Supplies				28,259
Contractual Services				52,249
Equipment				5,000
Operating Transfer Charges				165,848
Total			***$***	***2,588,516***
Total Authorized Full-Time Positions	***21***			
CLERK OF THE PEACE				
Salaries and Wages			$	540,993
Benefits				292,932
Training and Civic Affairs				7,700
Communication and Utilities				2,094
Materials and Supplies				9,704
Contractual Services				19,218
Equipment Replacement				0
Operating Transfer Charges				42,052
Total			***$***	***914,693***
Total Authorized Full-Time Positions	***7***			
DEBT SERVICE				
Debt Service			$	48,468,304
Total			***$***	***48,468,304***
Total Authorized Full-Time Positions				

EXHIBIT A5

ETHICS COMMISSION		
Salaries and Wages	$	45,589
Benefits		11,776
Training and Civic Affairs		10,500
Communication and Utilities		1,500
Materials and Supplies		2,450
Contractual Services		235,747
Equipment		500
Operating Transfer Charges		7,770
Total	***$***	***315,832***
Total Authorized Full-Time Positions 0		
COUNCIL CONTINGENCY		
Contingency	$	225,000
Total	***$***	***225,000***
Total Authorized Full-Time Positions		
EXECUTIVE CONTINGENCY		
Contingency	$	600,000
Total	***$***	***600,000***
Total Authorized Full-Time Positions		
PERSONNEL CONTINGENCY		
Contingency	$	455,000
Total	***$***	***455,000***
Total Authorized Full-Time Positions		
DE PFML INSURANCE PROGRAM CONTINGENCY		
Contingency	$	800,000
Total	***$***	***800,000***
Total Authorized Full-Time Positions		
ONE-TIME CONTINGENCY		
Contingency	$	414,000
Total	***$***	***414,000***

EXHIBIT A6

NEW CASTLE COUNTY				
Salaries and Wages			$	157,132,705
Benefits				83,734,739
Training and Civic Affairs				794,623
Communication and Utilities				40,661,026
Materials and Supplies				7,862,780
Contractual Services		~~27,465,403~~		27,485,803
Equipment				4,829,028
Grants and Fixed Charges				18,465,140
Debt Service				48,468,304
Land and Structures				35,000
Contingency				2,549,000
Operating Transfer Charges				17,788,006
Operating Transfer Credits				(22,172,616)
Sub-Total New Castle County		***~~387,613,138~~***	***$***	**387,633,538**
Total Authorized Full-Time Positions	***1,692***			

RESERVE ACCOUNTS ANTICIPATED BALANCES AS OF JUNE 30, 2026

Tax Stabilization Reserve Account	35,553,908
Sewer Rate Stabilization Reserve Account	13,410,350
General Fund Budget Reserve Account	46,910,980
Sewer Fund Budget Reserve Account	19,038,698
Total Reserves:	**114,913,935**

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Recorder of Deeds
Date of introduction: July 28, 2026

ORDINANCE NO. 26-099

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 2 ("ADMINISTRATION"), ARTICLE 3 ("OFFICERS AND EMPLOYEES"), TO MODIFY CERTAIN FEES CHARGED BY NEW CASTLE COUNTY OFFICE OF THE RECORDER OF DEEDS

WHEREAS, pursuant to 9 *Del. C.* § 8733(d) and 10 *Del. C.* § 8702(c) the fees charged by the Office of Recorder of Deeds must be approved by County Council; and

WHEREAS, County Council's approval of such fees is reflected in *New Castle County Code* Chapter 2 ("Administration"), Article 3 ("Officers and Employees"), Division 2.03.000("Generally"), Section 2.03.004 ("Fees for Recorder of Deeds"); and

WHEREAS, the Office of Recorder of Deeds has identified changes to *New Castle County Code* Chapter 2 ("Administration"), Article 3 ("Officers and Employees"), Division 2.03.000 ("Generally"), Section 2.03.004 ("Fees for Recorder of Deeds") that are necessary to conform that provision to current practices, to adjust for increases in service costs and to consolidate the fee schedule.

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

Section 1. *New Castle County Code* Chapter 2 ("Administration"), Article 3 ("Officers and Employees"), Division 2.03.000 ("Generally"), Section 2.03.004 ("Fees for Recorder of Deeds"), is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth below:

Sec. 2.03.004. Fees for Recorder of Deeds.

A. Documents evidencing land transactions.

1. Conditional sales agreement, per page ~~$13.00~~ *Revised to* $15.00
2. Deed, per page...~~$13.00~~ *Revised to* $15.00

   Plus each parcel description listed therein, per parcel 3.00
3. Federal tax lien, each ..
   a. <u>For a lien on real estate, 20.00</u>
   b. <u>Reserved.</u>
   c. <u>For a certificate of discharge or subordination, 5.00</u>
   d. <u>For all other notices, including a certificate of release or non-attachment, 3.00</u>
4. Financing statement:
   a. Original (husband/wife shall be construed as one (1) name), per debtor name..... 20.00
   b. Assignment within original statement .5.00

c. Assignment, amendment and continuation, per debtor name 20.00

d. Termination statement, per debtor name 10.00

e. Information search ...10.00

And copy.....1.00

f. Partial release, per debtor name 5.00

5. Lease or assignment of lease, per page ~~$13.00~~ *Revised to* $15.00

6. Mortgage, per page...~~$13.00~~ *Revised to* $15.00

a. Assignment, per page ..~~$13.00~~ *Revised to* $15.00

Plus each additional assignment mentioned therein, each 5.00

b. Modification, subordination or release, per page ~~$13.00~~ *Revised to* $15.00

c. Satisfaction piece, court order to satisfy, attorney's affidavit, first page .....
20.00

Each additional page ..~~$13.00~~ *Revised to* $15.00

d. Court order to strike satisfaction, first page 20.00

Each additional page ..~~$13.00~~ *Revised to* $15.00

e. Notation of Prothonotary's certificate on writ of levari facias, each 3.00

f. Notation of Prothonotary's certificate on writ of scire facias, each 3.00

7. Plot plans.

a. Major subdivision plans, major land plans, record conversion plans, initial declaration plans, each 300.00

b. Minor subdivision plans, minor land plans, resubdivision plans, declaration amendments, street plans, utility plans, each 50.00

c. Copy of any plot plan, subdivision plan, et al. Cost of each page shall be …...
6.00

B. Other documents.

1. Certified copies of any record.

a. If recorded copies furnished to Recorder's office, per page 3.00

b. If copies furnished by Recorder's office, per page 6.00

c. Certificate for certified copies, each .1.00

2. Commissions, each.....10.00

3. Contract of marriage, per page .~~$13.00~~ *Revised to* $15.00

5<u>4</u>. Miscellaneous documents, proper for recordation, per page ~~$13.00~~

Revised to $15.00

65. Power of attorney (general), per page ~~$13.00~~ *Revised to* $15.00

76. Receipt showing date and time document received, each 1.00

C. *Technology fee*, per document to be applied to each document recorded with the Recorder of Deeds of which three dollars ~~($3.00)~~ ($4.00) will be allocated to the Recorder of Deeds Technology Fund and two dollars ~~($2.00)~~ ($3.00) will be allocated to a New Castle County Technology Fund ~~*$5.00*~~ *Revised to $7.00*

D. *State document fee,* per document.30.00

Pursuant to 9 *Del. C.* § 9607 (Collection of recording fees), a State document fee must be applied to all documents recorded with the Recorder of Deeds.

E. *Collection fees for returned payments.*

1. The Recorder of Deeds shall assess and collect from the presenter a fee of thirty- five dollars ($35.00) whenever it is presented with a payment that is returned for any reason by the financial institution upon which it was drawn.

2. If the Recorder of Deeds incurs any costs in the collection of a returned payment, the Recorder of Deeds shall levy a charge in the full amount of those costs, plus a fee of ten dollars ($10.00) to cover direct and indirect costs of administration.

3. In addition to these charges, the presenter shall be responsible for the payment of all costs or other fees charged by the County Sheriff, the Prothonotary, or the clerk of any court for the filing, service, satisfaction, or other activity in any legal action relating to the collection of returned payments.

F. *Sending of long-distance faxes from library*, per page0.25

G. *Sending of local faxes from library*, per page (first page)0.25

Each page after ..0.10

H. *Website subscriber fee* (per page) 1.00

or

Unlimited copies (per month) ..100.00

I. *Exemption for common interest communities and homeowners' association portal.*

1. The Recorder of Deeds shall not charge a recording or technology fee for any common interest communities: maintenance declaration, bylaws, covenants, declaration of restrictions, contact information, or document memorializing election of officers. The term "common interest community" shall have the meaning set forth in 25 *Del. C.* § 81-103, and shall also include for the purposes of this subsection, but shall not be limited to, maintenance organizations, civic associations, and condominium associations.

2. The Recorder of Deeds shall not charge any fee to access the

Homeowners' Association Portal.

J. *Other Fees*

1. Copies printed or copied by individual …... 0.50 per page
2. Copy Cards ……0.50 per page
3. Copies printed by Recorder of Deeds staff …. 1.00 per page
4. Copies requested and sent by mail, fax or email …. 2.00 per page
5. Plat Copy …... 6.00 per page
6. Plat Copy requested and sent by mail, fax or email …. 7.00 per page
7. Microfilm copy …... 1.00 per page
8. Microfilm copy requested and sent by mail, fax or email …... 2.00 per page
9. Tax printout …... 1.00 per parcel
10. Tax printout requested and sent by mail, fax or email …... 2.00 per parcel
11. Notary …... 3.00
12. Judgement copies …... 2.00 per page
13. Access Card (New) …… 10.00

Access Card (Replacement) …… 10.00

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

Section 4. Severability. The provisions of this Ordinance shall be severable. If any provision of this Ordinance is found by any court of competent jurisdiction to be unconstitutional or void, the remaining provisions of this Ordinance shall remain valid, unless the court finds that the valid provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the unconstitutional or void provision that it cannot be presumed that County Council would have enacted the remaining valid provisions without the unconstitutional or void one, or unless the court finds that the remaining valid provisions, standing alone, are incomplete and incapable of being executed in accordance with County Council's intent.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: The Office of Recorder of Deeds has recommended these changes to adjust for increases in service costs and to consolidate the fee schedule of our current practices.

The proposed fee adjustments were also reviewed in comparison with surrounding jurisdictions comparable to New Castle County. Based on that review, the proposed fees remain affordable and within a reasonable range while helping to support the continued cost of operations, public access services, technology needs, and administrative costs associated with maintaining the Recorder of Deeds, the administration, and related services.

FISCAL NOTE: This Ordinance, if adopted, will generate approximately $750,000 to $1,000,000 in additional annual revenue. Actual revenue will depend on recording volume, interest rates, real estate market activity, and the type and number of documents submitted for recording. Current and historical trends in Recorder of Deeds revenue has continuously exceeded budget.

Acknowledged by Chief Financial Officer June 30, 2026.

Prime Sponsor(s): Ms. Durham, Mr. Caneco
Co-sponsor(s): Mr. Toole
Date of introduction: July 28, 2026

ORDINANCE 26-100

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 2 ("ADMINISTRATION") ARTICLE 2 ("COUNTY COUNCIL") RELATING TO REGISTRATION OF LEGISLATIVE AGENTS

WHEREAS, "legislative agent" is defined in *New Castle County Code* Section 2.02.301 as any individual who acts to promote, advocate, influence or oppose any matter pending before County government by direct communication with County government, and who in connection therewith either has received or will receive compensation from any person, and this conduct is currently regulated under *County Code*; and

WHEREAS, from time to time, it is desirable to update *County Code* to enhance transparency and clarity for the County and for the public; and

WHEREAS, *County Code* Division 2.02.300 has not been updated since 1998; and

WHEREAS, New Castle County endeavors to provide the public and County government with as much transparency as possible; and

WHEREAS, enhanced reporting by legislative agents and public access to this information improves the transparency with which County officials operate; and

WHEREAS, New Castle County Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests.

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

Section 1. *New Castle County Code* Chapter 2 ("Administration"), Division 2.02.300 ("Registration of Legislative Agents") is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

…

Sec. 2.02.301. Definitions.

…

Legislative agent means any individual who acts to promote, advocate, influence or oppose any matter pending before County government by direct communication with County government, and who in connection therewith either has received or is to receive compensation in whole or in part from any person.

…

Sec. 2.02.302. Registration with Clerk of County Council.

A. ~~Every~~ Each legislative agent shall register with the Clerk of County Council in ~~a~~ an online legislative agent docket providing the information required in this Section and contemporaneously file~~, at that time,~~ the authorization to act from ~~his~~

~~or her~~ each employer as required by Section 2.02.303 of this Division. A person who qualifies as a legislative agent shall register prior to performing any acts as a legislative agent.

B. The information recorded in the legislative agent docket shall include the following for each separate employer:

1. The name, residence or business address and occupation of each legislative agent;
2. The name and business address of ~~the~~ each employer of ~~such~~ the legislative agent;
3. The date on which the employment as legislative agent commenced;
4. The length of time the employment is to continue; and
5. The subject matter, project number, ordinance, or resolution number ~~of the legislation as~~ to which the employment relates ~~at that time~~; and
6. The Council District of the project (if applicable).

C. Upon any change in the information recorded in the legislative agent docket, the legislative agent shall, within ~~ten (10)~~ 10 business days, report such changes through the online portal. ~~to the Clerk of County Council, who shall record the change in the docket.~~

D. The Clerk of County Council shall promptly furnish copies of each entry in the legislative agent docket to the County Executive, ~~and~~ each member of County Council, and members of the public upon request ~~of such persons~~.

E. The Clerk of County Council shall ensure the list of agents and the required information is made publicly available on the New Castle County Council official webpage.

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

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus A. Henry
County Executive
of New Castle County

SYNOPSIS: This Ordinance, if passed, will establish that legislative agent registration will be provided via an online format that is publicly available on the New Castle County Council webpage. This Ordinance also clarifies the information that is necessary for each legislative agent to provide during registration. Finally, the Ordinance makes technical corrections to conform code provisions to the standards of current legislative drafting.

FISCAL NOTE: There is no discernible fiscal impact with the passage of this legislation

Prime Sponsor(s): Mr. Hollins, Mr. Street
Requested by: Community Services
Date of introduction: July 28, 2026

ORDINANCE NO. 26-101

**AMEND THE GRANTS BUDGET:
APPROPRIATE ADDITIONAL STATE OF DELAWARE GRANT-IN-AID FUNDS TO THE ABSALOM JONES SENIOR CENTER FY2027 GRANT, WHICH WILL BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, COMMUNITY RESOURCES DIVISION**

WHEREAS, original allocated funding in the amount of $245,225 from the State of Delaware Grant-in-Aid Fund was previously approved by County Council and appropriated to the Absalom Jones Senior Center FY2027 Grant via Ordinance 26-058; and

WHEREAS, authorization is sought to appropriate an additional $14,586 in state funds to the Absalom Jones Senior Center FY2027 Grant; and

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

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

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

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

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

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

Section 3. It is the intent of County Council that the provisions of this Ordinance are effective retroactive to July 1, 2026.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate an additional $14,586 received in State of Delaware Grant-In-Aid funds to the Absalom Jones Senior Center FY2027 Grant for the period July 1, 2026 through June 30, 2027, which will be administered by the Department of Community Services, Division of Community Resources.

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

It is the intent of County Council that the provisions of this Ordinance are effective retroactive to July 1, 2026.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating an additional $14,586 received in State of Delaware Grant-In-Aid funds to the Absalom Jones Senior Center FY2027 Grant for the period July 1, 2026 through June 30, 2027, which will be administered by the Department of Community Services, Division of Community Resources.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget. This increase will affect FY2027 only since the targeted program completion date for this grant is June 30, 2027. There is no fiscal impact anticipated beyond FY2027. FY2027 original funding was authorized in the amount of $245,225.

Acknowledged by the Chief Financial Officer July 15, 2026.

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

GRANT TITLE: Absalom Jones Senior Center FY2027 **Ordinance No.** 26-101

PROGRAM TITLE: Absalom Jones Senior Center FY2027

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	~~$ 245,225.00~~	$ 14,586.00	$ 259,811.00
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	~~$ 245,225.00~~	$ 14,586.00	$ 259,811.00

Expense	Current	Change	Revised
Salaries and Wages	~~$ 110,424.76~~	$ 13,236.78	$ 123,661.54
Benefits	~~$ 41,531.24~~	$ 1,349.22	$ 42,880.46
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ 1,600.00	$ -	$ 1,600.00
Contractual Services	$ 91,669.00	$ -	$ 91,669.00
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	~~$ 245,225.00~~	$ 14,586.00	$ 259,811.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 7/1/2026

Estimated Program Completion: 6/30/2027

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

Ordinance Passed: 26-058 **Date Revised:** 5/26/2026

PROGRAM DESCRIPTION:

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

~~5/26/2026~~ 7/28/2026

Prime Sponsor(s): Mr. Hollins, Mr. Street
Requested by: Community Services
Date of introduction: July 28, 2026

ORDINANCE NO. 26-102

**AMEND THE GRANTS BUDGET:
APPROPRIATE STATE FUNDS FROM THE PRESCRIPTION OPIOID SETTLEMENT DISTRIBUTION COMMISSION TO THE HOPE CENTER RECOVERY AND HOUSING STABILIZATION INITIATIVE GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES**

WHEREAS, state funding in the amount of $481,290 has been awarded from the Prescription Opioid Settlement Distribution Commission to the HOPE Center Recovery and Housing Stabilization Initiative Grant; and

WHEREAS, this program provides necessary resources to individuals associated with the HOPE Center by enhancing stabilization, recovery support, and housing support; and

WHEREAS, this funding will be used by the New Castle County Department of Community Services for individuals struggling with substance use disorders and housing instability; and

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

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

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

Section 1. The Grants Budget, as adopted by Ordinance No. 75-173, is hereby amended by adding the material on the attached “Exhibit A,” which is considered to be underscored in its entirety, which is attached hereto and made a part hereof.

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

Section 3. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 1, 2026.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council of
New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $481,290 in state funding from the Prescription Opioid Settlement Distribution Commission to the HOPE Center Recovery and Housing Stabilization Initiative Grant. These funds will be used by the New Castle County Department of Community Services for contractual services to provide clinical and case management personnel to coordinate specialized counseling, comprehensive care coordination and housing stabilization services for at-risk individuals to transition from acute crisis towards sustaining recovery and permanent housing.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 1, 2026.

FISCAL NOTE: This Ordinance, if approved, will appropriate $481,290 in state funding from the Prescription Opioid Settlement Distribution Commission to the HOPE Center Recovery and Housing Stabilization Initiative Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $481,290. This increase will impact FY2027 and FY2028 as the estimated program completion date is June 30, 2028. There is no fiscal impact on the Operating Budget.

Acknowledged by the Chief Financial Officer July 15, 2026.

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

GRANT TITLE: HOPE Center Recovery and Housing Stabilization Initiative **Ordinance No.** 26-102

PROGRAM TITLE: HOPE Center Recovery and Housing Stabilization Initiative

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	$ 481,290.00	$ -	$ 481,290.00
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 481,290.00	$ -	$ 481,290.00

Expense	Current	Change	Revised
Salaries and Wages	$ -	$ -	$ -
Benefits	$ -	$ -	$ -
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -
Contractual Services	$ 481,290.00	$ -	$ 481,290.00
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 481,290.00	$ -	$ 481,290.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 7/1/2026

Estimated Program Completion: 6/30/2028

Operating Budget Impact **Found in (ORG):**

Ordinance Passed: **Date Revised:**

PROGRAM DESCRIPTION:

Funding from the Prescription Opioid Settlement Distribution Commission will support the expansion of service capacity at the HOPE Center. The initiative focuses on enhancing stabilization, recover support and housing service for individuals navigating the intersection of substance use disorder (SUD) and housing instability.

7/28/2026

Prime Sponsor(s): Mr. Hollins, Mr. Street
Requested by: Community Services
Date of introduction: July 28, 2026

ORDINANCE NO. 26-103

**AMEND THE GRANTS BUDGET:
FOR FY2026, APPROPRIATE FUNDS FROM THE STATE OF DELAWARE, DEPARTMENT OF STATE, DELAWARE DIVISION OF LIBRARIES AS A FEDERAL PASS-THROUGH GRANT FROM THE INSTITUTE OF MUSEUM AND LIBRARY SERVICES WITH FUNDING FROM THE FEDERAL LIBRARY SERVICES AND TECHNOLOGY ACT TO BE DISTRIBUTED EQUALLY TO THE TEN NEW CASTLE COUNTY LIBRARIES WHICH ARE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF LIBRARIES**

WHEREAS, the State of Delaware, Department of State, Delaware Division of Libraries has awarded each of the ten New Castle County Libraries a federal pass-through grant of $3,000 from the Institute of Museum and Library Services with funding from the Federal Library Services and Technology Act for a total grant of $30,000; and

WHEREAS, funds are intended to assist communities with potential financial challenges and increased community needs; and

WHEREAS, funds are to be used to help support ongoing participation in the Delaware Library Catalog/Consortium and the Delaware Literary Alliance on behalf of local communities; and

WHEREAS, the funding will be used to support library materials and furnishings; and

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

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

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

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

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

Section 3. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to June 22, 2026.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $30,000 from the State of Delaware, Department of State, Delaware Division of Libraries with federal pass-through funds from the Institute of Museum and Library Services with funding from the Federal Library Services and Technology Act to the Department of Community Services, Division of Libraries to be allocated equally to the ten libraries managed by New Castle County. Funds are intended to be used to help support ongoing participation in the Delaware Library Catalog/Consortium and the Delaware Literary Alliance on behalf of local communities and will be used to support library materials and furnishings.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to June 22, 2026.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget for FY2026 by appropriating $30,000 from the State of Delaware, Department of State, Delaware Division of Libraries to the 2026 LSTA Grant – Libraries to be administered by the Department of Community Services, Division of Libraries.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $30,000. This will affect the Grants Budget for FY2026 and FY2027 as the targeted completion date for this grant is August 31, 2026.

Acknowledged by the Chief Financial Officer July 16, 2026.

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

GRANT TITLE: 2026 LSTA Grant - Libraries **Ordinance No.** 26-103

PROGRAM TITLE: 2026 LSTA Grant - Libraries

Revenue	Current	Change	Revised
Federal	$ 30,000.00	$ -	$ 30,000.00
State	$ -	$ -	$ -
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 30,000.00	$ -	$ 30,000.00

Expense	Current	Change	Revised
Salaries and Wages	$ -	$ -	$ -
Benefits	$ -	$ -	$ -
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ 27,000.00	$ -	$ 27,000.00
Contractual Services	$ -	$ -	$ -
Equipment	$ 3,000.00	$ -	$ 3,000.00
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 30,000.00	$ -	$ 30,000.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 6/22/2026

Estimated Program Completion: 8/31/2026

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

Ordinance Passed: **Date Revised:**

PROGRAM DESCRIPTION:

Funding will be used to support ongoing participation in the Delaware Library Catalog/Consortium and the Delaware Literacy Alliance on behalf of local communities. Funding will be used to support library materials and furnishings.

7/28/2026

Prime Sponsor(s): Ms. George
Requested by: Executive Office
Date of Introduction: July 28, 2026

RESOLUTION NO. 26-154

CONSENTING TO THE APPOINTMENT OF ANDREW HAPPER TO THE FIRE AND AMBULANCE ADVISORY BOARD

WHEREAS, Andrew Happer has been recommended to represent the 3rd Fire District by the New Castle County Fire and Ambulance Advisory Board pursuant to *New Castle County* Code Section 2.05.203(A); and

WHEREAS, the County Executive has advised that the nomination followed the process set forth in *New Castle County Code* Section 2.05.203(A); and

WHEREAS, pursuant to *New Castle County* Code Section 2.05.203(B), the Fire and Ambulance Advisory Board is vested with the responsibility to represent the needs of the County fire, ambulance, and rescue services, to propose equipment changes for the County Emergency Communication Center, to review and make recommendations on the proposed budget of the County Emergency Services Division and to act as a liaison between County government and the volunteer fire and ambulance service, among other duties; and

WHEREAS, Mr. Happer has more than thirteen years of volunteer fire service experience with Aetna Hose Hook and Ladder Company, where he has served in numerous leadership positions, including Captain, Director, Assistant Chief, and Deputy Chief, overseeing operational readiness, incident command, personnel development, and emergency response operations; and

WHEREAS, Mr. Happer currently serves as a First Officer with Piedmont Airlines and previously served as a certified Flight Instructor, bringing extensive experience in safety management, operational decision-making, risk assessment, and leadership in high-pressure environments; and

WHEREAS, Mr. Happer also possesses significant project management experience directing multi-million-dollar construction projects and holds a Bachelor of Science degree in Civil Engineering from the University of Delaware; and

WHEREAS, Mr. Happer's background in emergency services leadership, public safety, organizational management, aviation safety, and community service provides valuable knowledge and expertise that will benefit the Fire and Ambulance Advisory Board and the residents of New Castle County.

WHEREAS, the County Executive has submitted for the advice and consent of County Council the appointment of Andrew Happer as the 3rd Fire District representative to the Fire and Ambulance Advisory Board.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby consents to the appointment of Andrew Happer to the New Castle County Fire and Ambulance Advisory Board for a term to begin immediately upon the adoption of this resolution and to expire on July 28, 2028.

Adopted by the County Council
of New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: Same as title.

FISCAL NOTE: There will be no discernible fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Mr. Caneco
Date of introduction: July 28, 2026

RESOLUTION NO. 26-155

HONORING THE LIFE AND LEGACY OF STAN MERRIMAN

WHEREAS, Stan Merriman lived eighty-nine years filled with unwavering purpose, courage, and dedication, leaving behind an extraordinary legacy of civic service to his community and country; and

WHEREAS, born in the fall of 1936, Stan Merriman embodied the highest ideals of service as a third-generation officer in the United States Army, honorably serving his nation in the years between the Korean and Vietnam Wars; and

WHEREAS, rooted in the profound lessons of a military family and his own military career, Stan channeled his deep patriotism into a lifelong pursuit of peace, serving with distinction as the Vice Chair of Veterans for Peace Chapter 12 in Houston, proving through his actions that loving one's country and deeply questioning its conflicts carry the very same duty and courage; and

WHEREAS, Stan earned his degree from the University of Santa Clara and utilized his talents to build a meaningful career as a marketing consultant for nonprofit hospitals, deliberately dedicating his professional skills to the service and growth of institutions that heal; and

WHEREAS, a passionate, lifetime organizer and an activist to his core, Stan brought his vibrant organizing energy to Delaware, where he became a vital founding member of this Democratic Veterans Caucus; and

WHEREAS, Stan stepped up when a handful of local leaders decided that Democratic veterans in Delaware needed a strong voice and a political home, leaving behind a legacy where everything the Caucus stands for today rests securely upon the foundation he helped lay; and

WHEREAS, Stan will forever be remembered as a soldier who insisted that the truest way to honor service members is to send them to war only as a last resort, an organizer who firmly believed that democracy is not a spectator sport, and a community pillar who showed New Castle County what it looks like to care about your country all the way to the end.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby extends its deepest condolences to the family and friends of Stan Merriman, and formally celebrates his extraordinary life of service, activism, and community impact. Rest easy, Stan. We will take it from here.

BE IT FURTHER RESOLVED that a copy of this Resolution be presented to the family of Stan Merriman as a lasting expression of our highest esteem, eternal gratitude, and steadfast service to our community. Rest easy, Stan. We will take it from here.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: Same as title.

FISCAL IMPACT: There is no discernible fiscal impact with the adoption of this resolution.

Prime Sponsor(s): Ms. Williams-Johns
Mr. Toole, Mr. Caneco
Co-sponsor(s): Mr. Tackett
Requested by: Administration/HR
Date of introduction: July 28, 2026

RESOLUTION NO. 26-156

AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE FRATERNAL ORDER OF POLICE, NEW CASTLE COUNTY LODGE NO. 5 COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the County Executive has successfully negotiated a collective bargaining agreement with the Fraternal Order of Police, New Castle County Lodge No. 5 attached as Exhibit "A"; and

WHEREAS, the Fraternal Order of Police, New Castle County Lodge No. 5 has ratified the collective bargaining agreement, attached as Exhibit "A"; and

WHEREAS, Section 2.02.004(c) of the *New Castle County Code* (the "Code") states in relevant part "No contract which requires the approval of County Council shall be executed, nor shall any work be started there under, until approved by resolution of County Council;" and

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby authorizes the County Executive to sign the ratified agreement with the Fraternal Order of Police, New Castle County Lodge No. 5 as set forth in Exhibit "A" hereto.

Adopted by County Council of
New Castle County on: 7/28/26

_____
Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: This Resolution authorizes the County Executive to sign the ratified collective bargaining agreement ("CBA") with the Fraternal Order of Police ("FOP"), New Castle County Lodge No. 5. This is a three-year agreement that defines the wages and other terms of employment for the bargaining unit retroactive to July 1, 2026 through June 30, 2029. The CBA clarifies the parties duties in defending the CBA, sets forth the FOP's grievance personnel permitting to attend those proceedings, describes the grievance procedure and establishes the FOP's right to initiate a system-wide grievance at Step Two without necessarily representing a single grievant along with the New Castle County's (the "County") right to bypass Step Two grievance process upon proper notice, modifies the Holidays to include Juneteenth, and to provides for Holiday pay to be added to vacation pay, re-categorizes personnel groups from two to three for purposes of vacation scheduling and increases the maximum number of vacation carry over hours from 560 to 787.5, redefines "immediate family" under the Family and Medical Leave Act for those caring for an immediate family member with a serious health condition, creates an Emergency Leave section with requirements on the manner that such leave may be designated, increases the number of paid military training leave days from 10 to 15, clarifies who may receive the monthly health insurance credit for retired uniformed police and increases the maximum per year value from $300 to $375, provides that when a retiree or his/her spouse/eligible domestic partner is eligible for Medicare they are no long covered by the County's health plan, permits the first $500 of the clothing allowance to be paid upon transfer, modifies the bilingual/multilingual bonus from a total of $500 a year to $100 per month beginning on the first month after successful completion of a language fluency test, permits an Officer First Class ("OFC") entering his/her 10th year of continuous service prior to July 1, 2027 to be eligible for promotion to rank of Corporal, effective July 1, 2027, permits an OFC entering or who as entered his/her eighth year of continuous service to be eligible for promotion to the rank of Corporal, effective July 1, 2027, provides for a Corporal entering his/her twelfth (12th) year of continuous service to be eligible for promotion to the rank of Senior Corporal, provides for a Senior Corporal entering his/her fourteenth year of continuous service prior to July 1, 2027 to be eligible for promotion to the rank of Master Corporal, and effective July 1, 2027 permits a Senior Corporal who has entered or will enter his/her sixteenth year of continuous service to be eligible for promotion to the rank of Master Corporal and modifies salaries.

FISCAL NOTE: The Resolution, if adopted, would approve a new contract for the Classified Employees represented by the Fraternal Order of Police, New Castle County Lodge No. 5.

The estimated fiscal impacts (Salaries/Wages and Employee Benefits) of the Collective Bargaining agreement for the period of July 1, 2026 through June 30, 2029 are as follows:

FY2027	$1,400,000
FY2028	$10,100,000 ($8,700,000 incremental from FY2027)
FY2029	$11,500,000 ($1,400,000 incremental from FY2028)

The fiscal impact is calculated on the premise that wage levels would have continued unchanged for an additional three years in the absence of this contract's approval. The financial implications associated with this agreement have already been reflected in the FY2027 Approved Operating Budget. There is a companion ordinance to approve the pay plans for this agreement.

Acknowledged by the Chief Financial Officer July 14, 2026.

EXHIBIT “A”

§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§

2026 - 2029

AGREEMENT

between

NEW CASTLE COUNTY

and

FRATERNAL ORDER OF POLICE, LODGE NO.5

§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§§

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AGREEMENT

This Agreement is entered effective July 1, 2026 by and between the Government of New Castle County, Delaware, hereinafter referred to as "the County," and the Fraternal Order of Police, New Castle County Lodge No. 5, hereinafter referred to as "the FOP."

For New Castle County:

Honorable Marcus Henry County Executive — Date

For Fraternal Order of Police, Lodge #5:

Jonathan Yard
President
Fraternal Order of Police, Lodge 5 — Date

ARTICLE 1

PURPOSE AND DEFENSE OF AGREEMENT

A. It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the County Government and the FOP unit covered hereby to ensure true collective bargaining under State law, to establish salaries, hours, working conditions, pensions as permitted by applicable law, and other terms of employment, consistent with availability of public funds and with the goals and purposes of the Merit System as established by County Ordinance and Regulation. The County Government and the FOP jointly pledge their cooperation to work together in the public interest to secure continued improvement in the services offered to the citizens of the County in accordance with the objectives of the Reorganization Act.

B. The parties agree to cooperate in the defense of this Agreement if any portion of it is alleged to be void, illegal, or unconstitutional by any third party, including litigation or administrative actions instituted by individual members of FOP without the express authorization of FOP. The FOP's duty of cooperation defined herein shall not apply to any claim presented by or on behalf

of FOP. "Cooperate" as defined by this section includes a) meeting with County employees and FOP Representatives and their attorneys involved in the defense of any action within the scope of this section; b) timely sharing non-privileged information relevant to the defense of any such action; and c) providing affidavits, declarations, and/or testimony supporting the defense of such actions. If the FOP determines that its obligations in this Section impair any member's rights, it shall provide the County with a written notice of objection, stating the basis therefore, within 5 business days following any County demand.

ARTICLE 2

MANAGEMENT

A. It is understood and agreed that the County Government possesses the sole right to conduct the County's business and to carry out its obligations including all legislative powers vested in County Council and Administrative powers vested in the County Executive and the Chief of Police as established by laws through ordinances, resolutions and rules and regulations of the Merit System and the Police Department and that all management rights repose therein.

B. The County and the FOP will meet and negotiate if there are any future changes or alterations to current State law and/or the Law Enforcement Officers Bill of Rights which impact on any Article or provision of this Agreement.

ARTICLE 3

RECOGNITION

A. The County Government recognizes the FOP as the sole and exclusive bargaining agent for all employees covered by this Agreement for the purpose of collective bargaining with respect to salaries, rates of pay, hours of employment, grievance handling, and other conditions of employment.

B. The term "employee(s)" as used in this Agreement shall include all Police Officers stated in specific numbered certifications of the Public Employment Relations Board (PERB) including Patrol Officers, Corporals, Senior Corporals, Master Corporals, Sergeants, Senior Sergeants, Lieutenants, and Senior Lieutenants and excluding from this bargaining unit all Police Officers above the rank of Senior Lieutenant and all other employees of the County Government of New Castle County.

C. The term "designee(s)" when used in connection with the

Chief of Police shall mean a Captain, Major, or Lieutenant Colonel.

ARTICLE 4

FOP SECURITY

A. All County Police Officers shall have the right to join or refrain from joining the FOP.

B. The FOP agrees that it shall fully and fairly represent all members of the bargaining unit.

ARTICLE 5

DEDUCTION OF FOP DUES

A. The County agrees to deduct the periodic membership dues uniformly required by the FOP as a condition of acquiring or retaining membership in accordance with the constitution and by-laws of the FOP from the pay of employees who certify that they authorize such deductions and who execute the "Authorization for Check-off of Dues" form.

B. Employees who certify that they authorize such deductions and execute the "Authorization for Check-off of Dues" form assign to the FOP from any wages earned or to be earned from the County as an employee the regular periodic dues and initiation fee or such an amount as may hereafter be established by the FOP and become due to it as said membership dues and initiation fee in the FOP.

C. Dues deductions shall be remitted to the designated financial officer of the FOP not later than ten workdays, as defined in Article 7(F), after each bi-weekly pay in which the dues were deducted.

D. Upon the proper transmittal of the FOP dues, the County has discharged its obligation to the FOP. The FOP agrees that it shall indemnify and hold the County harmless for any and all claims, demands, suits, actions, charges, grievances or liability of any kind or nature that may arise from, in connection to or by reason of any action taken or not taken by the County for the purpose of complying with any of the provisions of this Article including any assessments or fees other than a regular membership fee, and the FOP further agrees that it shall reimburse the County for any reasonable legal fees or expenses incurred in defending against any such action. The FOP shall not be liable, however, if the claim arises because of the County's negligence or willful misconduct.

E. If the FOP changes the frequency or the amount of dues to be

deducted from its members, it shall notify the Chief Human Resources Officer (CHRO) in writing at least sixty (60) workdays prior to the effective date of such change. The County agrees to implement such a change within the sixty (60) workday period provided the required written notice has been given by the FOP.

ARTICLE 6

FOP GRIEVANCE REPRESENTATIVES

A. The employees in the bargaining unit shall be represented for the purpose of grievance adjustment by a Grievance Committee of not more than four (4) employee members which shall consist of the President of the FOP, Chairperson of the Grievance Committee, and two (2) grievance representatives. The County agrees to recognize grievance representatives in accordance with the following:

Squad A	Up to two Grievance Representatives
Squad B	Up to two Grievance Representatives
Squad C	Up to two Grievance Representatives
Squad D	Up to two Grievance Representatives
Squad E	Up to two Grievance Representatives
Criminal Investigations Unit	Two Grievance Representatives
Headquarters Personnel	Up to two Grievance Representatives
Mounted Unit/ Parks	One Grievance Representative

B. If an area grievance representative is not available for the investigation and processing of grievances as specified in the grievance procedure herein due to being absent from work, an alternate from the grievance representative's area or the Chairperson of the Grievance Committee may be appointed by the President of the FOP to serve until the area representative shall return. The President of the FOP shall notify the Chief of Police and the CHRO, in writing, of such alternate's appointment and the term thereof, in order that County Government management personnel involved in the grievance

procedure will recognize the alternate.

C. Increases or decreases of employment in the Department or as divisions, sections, units, or squads are added or deleted, the County and the FOP shall make necessary adjustments in the number of grievance representatives. Adjustments shall be made by Agreement of the CHRO and the FOP.

D. If a section, unit or squad is in a location that is inaccessible to a grievance representative and the section, unit or squad is staffed by at least five (5) employees, then that section, unit or squad shall warrant a grievance representative.

1. The FOP agrees that new employees in a probationary status shall not be eligible to serve as a member of the grievance committee or as grievance representative.

2. The FOP agrees to provide to the Chief of Police and CHRO a complete list of all elected officers and representatives of the FOP together with their titles of responsibility.

3. (a) The Chairperson of the Grievance Committee and any designated grievance representative directly involved in the matter shall be permitted to leave their assigned duties, without loss of pay, for the purpose of investigating and processing grievances. This release time shall also apply to attendance at grievance hearings at Step Two and Step Three, and arbitration hearings, in accordance with the grievance procedure set forth in this Agreement.

(b) The FOP President shall be granted eight (8) hours paid release time per workday to perform duties related to FOP business.

(c) The FOP Vice President shall be entitled to four (4) hours of paid release time per workday to conduct FOP business.

(d) Any FOP member elected or appointed to the office of President of the Delaware State FOP Lodge shall be entitled to four (4) hours of paid release time per workday to conduct FOP business on behalf of the Delaware State FOP Lodge.

(e) The FOP President, FOP Vice President, and any member of the bargaining unit elected or appointed as President of the Delaware State FOP Lodge shall be assigned to a day shift schedule.

(f) The County shall provide designated and segregated office space with a door that can be closed and locked for the FOP within the Public Safety Building to conduct FOP business.

(g) During any such paid release time as set forth herein, the FOP member shall continue to accrue seniority and shall receive all contractual benefits, including but not limited to pension service credits and fringe benefits, as if actively working in a full-duty status.

4. Employees, grievance representatives, and members of the grievance committee shall upon leaving and returning to their assigned duty, report to the superior officer in charge who shall authorize the time spent under the grievance procedure. The grievance committee representative and the aggrieved employee will continue to work on their assigned duty except when required to investigate and process grievances as provided in the grievance procedure.

5. Employees required to attend hearings or conferences under the grievance procedure may do so during regularly scheduled duty hours without loss of salary. Requests by the FOP for attendance of any County personnel directly involved at hearings scheduled by the Step Three police grievance hearing officer and arbitration panel shall be cleared with the CHRO and the Chief of Police prior to the date of the hearing. Employees attending any such hearings or conferences outside of regularly scheduled duty hours shall not be eligible for pay for attending such hearings or conferences. Employees subpoenaed by the County to attend hearings or conferences outside of regularly scheduled duty hours shall be paid for attending such hearings or conferences.

ARTICLE 7

GRIEVANCE PROCEDURE

A. A grievance is any unresolved question or dispute regarding the wages, hours, terms, or conditions of employment, including unresolved questions or disputes concerning the interpretation and application of this Agreement. Such grievance should state the relevant Article (s) and subsection(s) of the Agreement allegedly violated.

B. This procedure is designed to provide a peaceful and informal method of settling all such grievances while maintaining the professional integrity of employees covered by the Agreement. The parties agree that proceedings under this Article shall be kept informal and confidential as may be appropriate.

C. The FOP is obligated, when reviewing or submitting complaints, grievances, appeals, or problems encountered, to make every reasonable effort to ascertain, document, and present the true facts relating to the situation to facilitate appropriate and timely

resolution or action. The County agrees to make available to the FOP such records as the County and the FOP deem appropriate.

D. It shall be the firm policy of the County to assure every employee an unobstructed use of his/her grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional status.

E. Time limits as set forth herein may be extended, in writing, by agreement of the parties.

F. The term "workday," whether singular or plural, as used in this Article and in Article 5, shall be defined to include only Monday, Tuesday, Wednesday, Thursday, and Friday and shall exclude Saturdays, Sundays, holidays and special holidays.

G. GRIEVANCE SUBMISSION

1. Grievances shall be processed as rapidly as possible in accordance with the following procedure:

(a) Employees shall have the right to represent themselves with the County and have such grievance(s) adjusted without the intervention of the FOP, provided the adjustment is consistent with the terms of the Agreement or the rights of other employees then affected and a grievance representative shall be present. Such rejection of FOP representation shall be evidenced by the employee on a written waiver form executed by the employee and submitted to the FOP. Notwithstanding any provision of this Agreement to the contrary, members who represent themselves do not obtain independent legal standing or rights to enforce the terms and conditions of this Agreement and shall not become independent parties to this Agreement for any purpose whatsoever.

(b) Grievances will not be considered under the grievance procedure unless signed by the Chairperson of the Grievance Committee or the grievance representative and presented within twenty (20) days of the grievant's scheduled workdays after the employee becomes aware of the circumstances giving rise to the grievance, but in no case shall exceed twenty (20) workdays. If the employee seeks, pursuant to Subsection(c)below, an informal resolution of the issue that may constitute a grievance, the time for filing a grievance is extended for an additional five (5) workdays after the employee is notified of the Chief of Police's proposed, informal resolution.

(c) Any employee may seek resolution of any issue that may be grieved by informally discussing the issue with the Chief of Police or designee. After discussion with the employee, the Chief of Police or designee may propose an informal resolution. If accepted

by the employee, no grievance may be filed. If not accepted, the employee shall have five (5) workdays from the date he/she is notified of the proposed informal resolution to file a formal grievance.

2. GREIVANCE STEPS

(a) Step One: Chief of Police or Designees

i. Any employee or one designated member of a group of employees having a grievance and/or his/her or their grievance representative shall file a grievance signed by the employee(s) and present it to the Chief of Police or designee. The Chief of Police or designee shall have five (5) workdays from date of receipt of the grievance in which to schedule a Step One hearing. The Step One hearing shall be held within twenty (20) workdays of receipt of the grievance by the Chief of Police or designee. A written decision on the matter shall be provided to the grievant by the Chief of Police or designee within fifteen (15) workdays of the Step One hearing.

ii. If the affected employee is dissatisfied with the decision of the Chief of Police or designee, he/she or his/her designated grievance representative may appeal to Step Two. An appeal to Step Two must be filed within five (5) workdays of the date of the written Step One decision.

(b) Step Two: Chief Administrative Officer ("CAO") (or Designee).

i. Within thirty (30) workdays of the receipt of any appeal from a Step One grievance decision, the CAO or designee shall hold a Step Two hearing.

ii. To perfect an appeal to the CAO or designee, the FOP must submit a written position statement, no greater than 2 pages in length, which includes relevant facts and contract provisions and may include legal/arbitral authorities that support the appeal. The FOP's position statement must be provided to the CHRO at the time the appeal is filed. The County must submit a brief, written position statement, no greater than 2 pages in length, which includes relevant facts and contract provisions and may include legal/arbitral authorities that support opposition to the appeal within five (5) business days of the submission of an appeal by the FOP. The County's position statement must be provided to the FOP Grievance Chairperson at the time of submission to the CAO.

iii. The CAO or designee may conduct investigations, appoint advisory committees, require the attendance of members of the department as witnesses and require the production

or examination of records, books, papers, and other documents relating to the matter as they deem necessary. The FOP Grievance Committee, through the CHRO, shall have the authority to require the attendance of members of the Department or other County departments as witnesses and require the production or examination of relevant records, books, papers, and other documents relating to the matter.

iv. The County's CAO designee may be the Deputy CAO, Director of Public Safety, CHRO, or Chief of Staff. Should these officials be unavailable, the parties may agree on a different person to serve as the Step Two Hearing Officer.

v. The employee, grievance representative, and/or members of the grievance committee and/or counsel shall present the grievance at the Step Two hearing.

vi. The CAO shall submit the Step Two decision in writing within ten (10) workdays and shall affix his or her signature thereto.

(c) Step Three: Appeal to Arbitration

i. The decision of the Step Two hearing officer may be appealed to arbitration, provided that a request for arbitration shall be filed with the American Arbitration Association (AAA) under the current Labor Arbitration Rules within thirty (30) calendar days after the Step Two decision has been given in writing by the Step Two hearing officer to the FOP President. Otherwise, the case shall be considered settled based on the Step Two decision.

ii. The arbitrator shall be selected from the membership of the AAA by mutual agreement of the County and the FOP. If the parties cannot agree on a selection within ten (10) workdays after the parties' receipt of a list of available arbitrators from the AAA, the arbitrator shall be selected under the Labor Arbitration Rules of the AAA.

iii. Notwithstanding any provision of this Article to the contrary, the parties may mutually agree in writing to substitute any commercially reasonable method of alternative dispute resolution or other third-party neutral practice, including establishing a standing panel of arbitrators, in satisfaction of the Step Three functions laid out herein.

iv. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the record is closed.

v. The arbitration award shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted. The arbitrator shall be without power to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement. The arbitrator shall have no power to establish or change any wage rate or the job content of any classification or modification of any wage schedule.

vi. In case of a grievance involving any continuing or other money claim against the County, no award shall be made by the arbitrator, which shall allow any alleged accruals prior to the date when such grievance shall have been presented to the County in writing except in a case whereby the employee or the FOP due to lack of knowledge could not know prior to that date that there were grounds for such a claim. In such cases, retroactive claims shall be limited to a period of thirty (30) calendar days prior to the date the claim was first filed in writing.

vii. The fee for the arbitrator's service and expenses, the administration fee of the AAA, and the cost of the proceedings shall be borne equally by the County and FOP. If either party desires a verbatim record to be made, it shall pay for the record and supply the arbitrator with a copy. Should the other party desire a copy(s) it can be obtained at the cost of that party.

3. SPECIAL RIGHTS OF THE PARTIES

The FOP has the right to initiate a system-wide grievance at Step Two without necessarily representing a single grievant. The County has the right to bypass Step Two for a system-wide grievance. The County may not bypass Step Two unless it has provided FOP notice of its intent to bypass within five (5) business days of the receipt of FOP's position statement required by this Agreement.

ARTICLE 8

DISCIPLINARY ACTION

A. It is agreed and understood that the County has the right to maintain discipline. Any disciplinary action taken by the County shall be subject to appeal rights as provided in the grievance procedure herein.

B. The forms of discipline shall include dismissal, demotion, suspension without pay (including suspension of off-duty paid job assignments), transfer, written reprimand, and oral reprimand. Suspension of off-duty paid job assignments will not be used as a separate form of discipline (i.e., separate from suspension without pay), unless the disciplinary action arises out of a police officer's

performance of a paid job assignment.

C. Any other form of discipline not specified in B above shall be approved by the FOP prior to its implementation.

D. The County agrees that it will not require employees to work extra-duty hours, as a form of discipline, without the appropriate compensation.

ARTICLE 9

INTERNAL INVESTIGATION

A. Establishment

The following internal investigation procedures are established and shall be followed when a police officer is questioned in connection with an investigation of his/her conduct. It is understood that police officers exercise a difficult, but important role in the maintenance of law and order. Their constant responsibility to act within the framework of law, and in a manner which properly reflects the discipline of the Department requires that reporting procedures be established to maintain officer accountability. On the other hand, it is important that in the process of requiring officers to render account for their use of power, they are not required to sacrifice important rights safeguarded to all other citizens.

B. Definition of Internal Investigation

An internal investigation is any examination, question, inquiry, investigation, scanning or other method designed to examine certain points of information, either based on fact or hearsay, which may ultimately result in the disciplining of a police officer for alleged violations of law, governing rules and regulations, directives or other rules of conduct.

C. Professional Standards Unit

The Department shall establish a unit, to be known as the Professional Standards Unit, which shall be responsible for handling internal investigations.

D. Duty to Cooperate and *Garrity* Rights

1. The Department recognizes that, for purposes of criminal prosecution, officers do not automatically waive their Constitutional privilege against self-incrimination when questioned regarding an internal investigation. However, every police officer shall answer questions posed to him/her by officers of the

Professional Standards Unit. If a police officer refuses to answer questions upon being advised of his/her *Garrity* Rights, he/she may be placed on administrative leave without pay by the Chief of Police or designee immediately upon refusal.

2. If an officer is cooperative, but reasonably requests additional time to retain counsel and/or legal representation, he/she shall be placed on administrative leave with pay for no more than twelve (12) calendar days and he/she shall be paid his/her base rate of pay. Should the employee continue to refuse to answer questions posed by the Professional Standards Unit after the twelve (12) days mentioned above, he/she may be continued on administrative leave, but it shall be without pay or benefits. However, if no criminal charges are placed against the employee, he/she shall be reinstated with full benefits and back pay at his/her base rate.

E. Complaints

When a complaint is made against a police officer, a preliminary review of the complaint will be conducted using all available resources, including but not limited to: body worn camera footage, video surveillance footage, audio recordings, and/or witness testimony. If there is just cause to investigate, the complaint will be fully and properly investigated. If there is no corroborative evidence in support of the complaint, then the complaint shall be classified as unfounded, and the employee shall not be required to submit a written report or memorandum.

F. Procedure

The following procedures are established to ensure certain rights of police officers under investigation and shall not be construed to limit supervisory or command authority in normal operations. To ensure that internal investigations are conducted in a manner which is conducive to good order and discipline the following procedures are established:

1. Every police officer shall answer questions upon the request of officers of the Professional Standards Unit, subject to the provisions in subsection D above. Before questioning of the police officer occurs, he/she shall be apprised of the following: identity of the officer in charge of the investigation, identity of the officers conducting the investigation, their names, ranks, and assignments, the nature of the investigation including any alleged violations of rules and regulations and/or orders, or any other allegations. The police officer shall be notified of the complainant's name, if available. The police officer shall also be advised whether his/her involvement in the investigation is as a principal or witness at the time of questioning.

2. The questioning of a police officer shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward and preferably when the police officer is on duty. If the urgency of the investigation requires that he/she be questioned while off duty, he/she shall be awarded pay at premium rate in accordance with Article 22 of this Agreement.

3. The questioning of a police officer shall be conducted at police headquarters, the County Administration Building or the place where the incident allegedly occurred, as designated by the investigating officer, unless otherwise waived by the officer being investigated.

4. All questions directed to the officer under investigation shall be asked by and through no more than two (2) interrogators.

5. Interrogation sessions shall be for a reasonable period and shall allow time for such personal necessities and rest periods as are reasonably necessary.

6. If a complete record, either written, taped or transcribed, is kept of the interrogation of the police officer, a copy of the record shall be available to the officer or his/her counsel upon request.

7. If the officer under interrogation is being investigated in reference to violation of a criminal statute, he/she shall be completely informed of his/her rights prior to the commencement of the interrogation.

8. At the request of any officer under interrogation, he/she shall have the right to be represented by counsel or other representative of his/her choice, who shall always be present during the interrogation, unless waived by the officer.

9. Directives and orders concerning internal investigations inconsistent with the guidelines set forth herein shall be modified accordingly.

10. The Department shall not insert any adverse material into any file of an officer except the file of the internal investigation, unless the officer has an opportunity to review, sign, receive a copy of, and comment in writing upon the adverse material.

11. If the County is required by subpoena to produce a Professional Standards Unit file or part of a file and an employee is party to the proceedings or an officer may be required to testify, the

officer may review the produced files.

12. Prior disciplinary actions related to discriminatory policing, harassment, and/or tampering with evidence, may be considered for purposes of establishing a pattern or practice of unacceptable behavior and may be used for purposes of future progressive discipline regardless of when the prior disciplinary action occurred. An employee who receives no discipline for three years from the last discipline shall not have prior discipline for infractions unrelated to discriminatory policing, harassment, and/or tampering with evidence considered against him/her for purposes of future progressive discipline.

G. Legal Defense and Police Professional Liability Insurance

1. The County agrees to provide defense counsel for any employee subjected to or threatened with civil or criminal prosecution because of the lawful performance of his/her duties as an employee of the County. All reasonable efforts will be made to provide counsel acceptable to both the County and the employee, but the final determination as to who shall serve shall rest with the County alone. The County agrees to accept responsibility for all reasonable and necessary expenses connected to the defense of the employee, but in no event shall the County pay, or be responsible or liable for, any assessment of punitive damages, or for fines beyond the cost of the defense in a suit in which the employee is found to have acted wantonly and/or maliciously.

2. The FOP or the employee may provide or obtain such additional counsel as they may deem necessary for the proper defense of the employee without prejudice to or relief of the County's responsibility in the provision of counsel as provided for in paragraph 1,above.

3. The County shall provide police professional liability insurance coverage which shall include protection against false arrest and civil suit damages for each individual employee in the performance of his/her duties. Said coverage shall be for a maximum benefit of one million dollars ($1,000,000.00) per claim.

ARTICLE 10

DISCRIMINATION

A. The County shall not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required in this Agreement on behalf of members of this bargaining unit.

B. The FOP agrees to represent employees in the unit by admitting persons into membership without discrimination on the basis of race, creed, color, national origin, marital status, age, gender, sexual orientation (defined as heterosexuality, homosexuality or bisexuality), or political affiliation; further, the FOP recognizes its responsibility of non-interference, restraint of coercion of any employee of the County in the performance of his/her duty.

C. There shall be no discrimination by the FOP or the County because of race, color, creed, national origin, gender, sexual orientation (defined as heterosexuality, homosexuality, or bisexuality), age or any other classification protected by law.

ARTICLE 11

PROBATIONARY STATUS PERIOD

A. All employees shall be subject to a probationary period of one (1) year from the completion of a County-approved police academy or substitute training orientation program. The period of probation is expressly understood to be part of the entrance requirements and permanent status will not be approved until such employees satisfactorily complete the period of probation.

B. Employees who are disciplined up to and including dismissal during the probationary period defined above may challenge such discipline through the contractual grievance procedure as allowed by 11 *Del. C.* § 9203. Any separation from service of a probationary employee having been sworn and assigned regular duty shall require the approval of the CHRO.

C. Employees who are appointed to a higher rank must serve a probationary period of one (1) year during which time the individual must meet the requirements of the new rank as established by the Chief of Police. Failure to meet the requirements will subject the individual to reduction to former rank.

D. Nothing in subsection C above is to be construed as limiting the Chief of Police in the promotion of personnel as vacancies or operations may demand.

ARTICLE 12

SENIORITY

A. Any employee shall establish seniority by satisfactorily completing the probationary period of one (1) year after graduation

from a County-approved Police Academy or substitute training orientation program. Thereafter, their names shall be placed on the seniority list by classification in order of their seniority as of the most recent date of hire. County-wide seniority shall be used for measuring accrual of benefits and increments. If there is a tie in seniority, the employee with the highest last three digits in his/her social security number shall be considered the senior employee. If a tie exists when these last three digits have been reviewed, the employee with the last four highest digits in his/her Social Security number shall be considered the senior employee.

B. The Office of Human Resources shall keep the seniority lists up to date. Upon request, the President of the FOP may inspect the seniority list in the Office of Human Resources.

C. An employee shall lose seniority standing if separated from County employment except for a layoff not exceeding two years.

D. Layoffs, when necessary, shall begin with those employees having the least seniority in the positions covered by this Agreement in the affected occupational classification. A senior employee may displace the junior employee in a lower classification after exhausting his/her seniority within his/her own classification. Employees who can retain employment with the County by exercising their seniority but elect not to do so and, in lieu thereof, choose to leave County service shall be considered to have resigned voluntarily.

E. Employees who have been laid off shall have recall rights in the inverse order of layoffs according to seniority for a period of two years. The employee shall be given one option of returning. If he/she elects not to return, all further recall rights shall be forfeited. If recalled within the two-year period, employees shall not be required to attend a police academy.

F. No employee may be bumped by a person outside of the bargaining unit because of a reduction in force.

ARTICLE 13

HOLIDAYS WITH PAY

A. The following shall be holidays with pay each year:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday

Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Election Day (every other year)
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day (Normal workday to be 4 hours)
Christmas Day

B. Holidays with pay shall be scheduled for celebration each year and the dates of observance shall be those specified by the State of Delaware for such holidays.

C. Special Holidays: Days that the Governor and/or County Executive may designate as holidays with pay shall be known as special holidays.

D. When working the 4-4 shift configuration, if an officer is required to work on a holiday, employees shall receive, at their option, either eleven and one-quarter (11.25), eight (8) or ten (10) hours of vacation, depending on the employee's regular scheduled shift, added to their accrued vacation time at time-and-one-half, or time and one-half their regular rate of pay for such hours worked, in addition to holiday pay. Holiday pay added to vacation shall be 12 hours for those on an 8-hour shift, 15 hours for those on a 10-hour shift, or 16.875 hours for those on an 11.25-hour shift. When working the 4-4 shift configurations, if a holiday falls within an employee's regular scheduled day off, the employee is entitled to eight (8) hours added to vacation or holiday pay. Holiday pay will be an additional eight (8) hours at the employee's base rate of pay.

E. Whenever the holiday falls on a Saturday, the preceding Friday shall be considered the holiday. Whenever the holiday falls on a Sunday, the following Monday shall be considered the holiday, except for employees whose work cycle requires them to work Saturday or Sunday.

F. For employees whose work cycle requires them to work Saturday or Sunday, the holiday shall be celebrated on the actual day.

G. An employee shall have the option of receiving his/her holiday pay in separate semi-annual checks. Such payments would be made on June 30 and December 15. If an employee chooses to exercise this option, it is understood that it would be effective for one (1) year, after which the employee may choose to exercise the option again or not. This option must be exercised prior to January 1 of each

year.

1. To receive holiday pay, the employee must work the last scheduled workday prior to and the next scheduled workday following the holiday if work is available. Holiday pay shall be granted if absence is due to any paid leave granted by the County.

2. Employees who have holiday work assignments and fail to report and perform such work for any reason other than set forth above, shall not receive pay for the holiday.

ARTICLE 14

VACATIONS

A. Employees who meet the eligibility criteria as of December 31 of a given year shall be granted vacation with pay, or a vacation allowance in lieu thereof in accordance with the requirements outlined below. Regarding vacation allowance in lieu of vacation time off, it shall be at the County's option and complete discretion whether to provide to an employee at his/her request a vacation allowance in lieu of vacation time off.

1. Employees on the payroll of the County as of December 31 of a given year who have not completed 12 months of accumulated service with the County on December 31 shall be eligible in the following year for one (1) day of vacation for each complete month of accumulated service, to a maximum of ten (10) days. (For the purpose of this policy, any employee placed on the payroll of the County on or before the first working day of any month shall be considered to have a full month's service in that month.)

2. Employees on the payroll of the County who have one (1) year of accumulated service with the County on December 31 but less than (5) years, shall be entitled to ten (10) days of vacation in the following year.

3. Employees on the payroll of the County who have five (5) years of accumulated service with the County on December 31 but less than ten (10) years, shall be entitled to fifteen (15) days of vacation in the following year.

4. Employees on the payroll of the County who have ten (10) years of accumulated service with the County on December 31 but less than fifteen (15) years, shall be entitled to twenty (20) days of vacation in the following year.

5. Employees on the payroll of the County who have fifteen (15) years of accumulated service with the County on December

31 shall be entitled to twenty-five (25) days of vacation in the following year.

6. Employees on the payroll of the County who have completed more than fifteen (15) years of accumulated service with the County on December 31 shall be entitled to twenty-five (25) days of vacation plus one (1) additional day of vacation for each successive year of accumulated service in the following year.

7. Any employee completing the fifth (5th) year of accumulated service or the tenth (10th) year of accumulated service or the fifteenth (15th) year of service with the County during the current vacation year shall be entitled to fifteen (15) days of vacation or twenty (20) days of vacation or twenty- five (25) days of vacation, as the case may be, in the current vacation year. Any employee completing more than fifteen (15) years of accumulated service shall be entitled to twenty-five (25) days of vacation and one (1) additional day of vacation for each successive year of accumulated service in the current vacation year.

B. Vesting

1. Vacation with pay shall vest as of December 31 of the calendar year proceeding the then current vacation year.

2. Employees who qualify for a vacation on the vesting date and are terminated from the payroll of the County before taking vacation, shall receive vacation allowance at time of termination in lieu of vacation time off. However, if an employee voluntarily resigns, he/she shall be required to give two (2) weeks' notice of such intention to be eligible for the benefit accrued under this Section.

3. Employees who retire pursuant to the Merit System Rules and Regulations shall be paid a vacation allowance in accordance with the following schedule:

(a) For an employee who would be entitled to ten (10) days of vacation if he/she worked until the following December 31, one (1) day of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of ten (10) days.

(b) For an employee who would be entitled to fifteen (15) days of vacation if he/she worked until the following December 31, one and one-half (1.5) days of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of fifteen (15) days.

(c) For an employee who would be entitled to twenty

(20) days of vacation if he/she worked until the following December 31, two (2) days of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of twenty (20) days.

(d) For an employee who would be entitled to twenty-five (25) days of vacation if he/she worked until the following December 31, two and one-half (2.5) days of vacation for each completed month of service after the preceding December 31, to a maximum of twenty-five (25) days.

(e) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she had worked until the following December 31 ("the employee's total vacation days") the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of accumulated service, after the preceding December 31, to a maximum of the employee's total vacation days. For example, if an employee were entitled to thirty-four (34) vacation days if he/she had worked until the following December 31, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of accumulated service, to a maximum of thirty-four (34) days.

4. In the case of an employee who is on approved leave of absence when vacation is vested on December 31, he/she shall be credited with vacation, upon his/her return, for each full month of service which was completed before the leave began in the preceding calendar year. The vacation shall be credited during the current calendar year, in accordance with the following formula:

(a) For an employee who would be entitled to ten (10) days of vacation if he/she worked until the preceding December 31, one day of vacation for each completed month of accumulated service, to a maximum of ten (10) days.

(b) For an employee who would be entitled to fifteen (15) days of vacation if he/she had worked until the preceding December 31, one and one-half (1.5) days of vacation for each completed month of accumulated service, to a maximum of fifteen (15) days.

(c) For an employee who would be entitled to twenty (20) days of vacation if he/she had worked until the preceding December 31, two (2) days of vacation for each completed month of accumulated service, to a maximum of twenty (20) days.

(d) For an employee who would be entitled to twenty-five (25) days of vacation if he/she had worked until the preceding December 31, two and one-half (2.5) days of vacation for each completed month of accumulated service, to a maximum of twenty-

five (25) days.

(e) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she had worked until the preceding December 31 ("the employee's total vacation days") the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of accumulated service, to a maximum of the employee's total vacation days. For example, if an employee is entitled to thirty-four (34) vacation days if he/she has worked until the preceding December 31, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of accumulated service, to a maximum of thirty-four (34) days.

5. An employee who is on approved leave of absence during the current calendar year but returns to work before December 31 shall vest vacation according to the following formula:

(a) For an employee who would have been entitled to ten (10) days of vacation if he/she had worked during the entire calendar year, one (1) day of vacation for each completed month of service in the current calendar year, to a maximum of ten (10) days.

(b) For an employee who would have been entitled to fifteen (15) days of vacation if he/she had worked during the entire calendar year, one and one-half (1.5) days of vacation for each completed month of service in the current calendar year, to a maximum of fifteen (15) days.

(c) For an employee who would have been entitled to twenty (20) days of vacation if he/she had worked during the entire calendar year, two (2) days of vacation for each completed month of service in the current calendar year, to a maximum of twenty (20) days.

(d) For an employee who would have been entitled to twenty- five (25) days of vacation if he/she had worked the entire calendar year, two and one-half (2.5) days of vacation for each completed month of service in the current calendar year, to a maximum of twenty-five (25) days.

(e) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she had worked during the entire calendar year ("the employee's total vacation days"), the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of service in the current calendar year, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to thirty-four (34) vacation days if he/she had worked the entire calendar year, such

an employee would be credited with three and one-half (3.5) days of vacation for each completed month of service in the current calendar year, to a maximum of thirty-four (34) days.

C. Vacation Scheduling

1. The scheduling of vacations period shall be subject to the approval of the Chief of Police and, in an emergency, may be subject to change. Initial vacation requests made prior to March 1 will be selected based on seniority. Such requests will be grouped into three categories, Lieutenants, Sergeants, and non-supervisors. Patrol officers, OFC, and all ranks of corporals will be placed in the non-supervisory category. Vacation scheduling of one group shall not impact the other group.

2. An employee who does not receive his/her requested vacation shall have until March 15 to resubmit the vacation request in accordance with the foregoing procedure. After March 15, vacations will be granted on a first-come, first-served basis based upon the date submitted, with seniority serving as a tie breaker.

3. Vacations scheduled prior to March 15 shall not be canceled due to transfers unless an emergency exists, as per subsection 1, above.

4. During the period governed by seniority, vacation requests for dates during the months of June, July and August of two (2) consecutive scheduled full workdays or more will have priority over vacation requests of one (1) day.

5. Officers working the 4-4 shift are limited to using twelve (12) days of vacation during the months of June, July, and August. Vacation scheduling will proceed by seniority.

D. Vacation time will be credited and subtracted in hours, depending on the employee's regular scheduled shift. For example, 1 day = 8 hours, 10 hours, or 11.25 hours, depending upon the employee's regular scheduled shift.

E. The vacation year shall begin March 1 and end on the last day of February. Vacation must be applied for and taken during this period. A maximum of 787.50 hours of vacation may be accumulated and carried over, subject to the following provisions:

1. An employee carrying up to 240 vacation hours must take at least 40 hours of vacation in each vacation year; and

2. An employee carrying over 240 to 787.50 vacation hours must take at least 80 hours of vacation in each vacation year.

F. If a holiday falls within an approved scheduled vacation period, the employee shall be entitled to an additional day of vacation in lieu of holiday pay.

G. 1. The County shall provide the payroll check covering the vacation period in advance of the scheduled vacation, if requested at least two (2) weeks before the advance payroll check is to be issued.

2. The County will make every effort to ensure that vacations taken in lieu of holiday or overtime day pay will be recorded on the employee's next paycheck or as soon thereafter as possible.

ARTICLE 15

SICK LEAVE

A. Each employee is entitled to sick leave with full pay in accordance with the following provisions:

1. An employee shall be credited with one (1) day of sick leave for each completed month of service. Accumulation of sick leave is unlimited.

2. Any new employee placed on the payroll of the County on the first working day of the month shall, at the completion of that month, be credited with a full month of sick leave credit.

B. Sick leave may be used to prevent loss of pay when absent for:

1. Personal illness or injury, when not covered by worker's compensation.

2. Medical, dental, or optical appointment. Up to four (4) hours of sick leave shall be granted for such appointments, unless factors such as unusual travel or recuperative problems occur. Additional time shall be granted in these instances if supported by a copy of the appointment form or other acknowledgment supplied by the treating physician.

(a) An employee who has prior knowledge that he/she may have to use sick leave for medical, dental, or optical appointments shall make application for this type of sick leave on forms prescribed by the County, specifying the name and location of the physician and the date and time of the appointment.

(b) Such application for sick leave usage must be made

at least twenty-four (24) hours in advance for an employee to be entitled to use sick leave to cover his/her absence. Inability or failure to notify the County twenty-four (24) hours in advance shall require the employee to provide an explanation to the Chief of Police or designee.

(c) If a medical emergency precludes the employee from applying for sick leave in advance of a medical, dental, or optical appointment, he/she shall be required to complete the application form immediately following his/her return to work and properly verify such emergency by supplying a statement from his/her physician.

(d) To receive compensation for sick usage for a medical, dental, or optical appointment, the employee shall also be required to report his/her inability to be on duty, as specified in Section E, below, if such an appointment precludes his/her coming to work at his/her regularly scheduled starting time.

3. Quarantine in the home, or when upon the advice of a physician it appears that the presence of an employee would jeopardize the health of fellow employees.

4. Illness requiring personal attention of an employee due to the illness or injury of an individual with whom the employee resides or to care for a member of the immediate family who has a "serious health condition" as defined by the Family and Medical Leave Act for whose care the employee is responsible. The immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or any relative residing in the same home or any person with whom the employee has made his/her home. Immediate family shall also include one who stands *in loco parentis* and step siblings, children, and parents. The limit under this paragraph shall be ten (10) days per year. Further usage shall require the approval of the Chief of Police or designee.

C. The County and the FOP agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a program directed toward their rehabilitation.

D. To receive compensation for sick leave, it is the employee's responsibility to report his/her inability to be on duty and the reason at as early an hour as practical, but in any event prior to the time set for the beginning of his/her daily duties.

E. Sick leave will be credited and subtracted in hours, depending on the employee's regular scheduled shift. For example, 1 day = 8 hours, 10 hours, or 11.25 hours, depending upon the employee's regular scheduled shift.

F. To receive payment for sick leave, any employee who is absent for personal illness for three (3) or more consecutive days may be referred to the County's designated medical facility upon returning to work unless he/she presents a medical certificate.

1. If the employee returns to work without a medical certificate, he/she shall immediately report to his/her supervisor who shall determine whether the employee should start work or be referred to the County's designated medical facility.

2. After an absence of three (3) or more consecutive days, due to a personal, non-occupational injury, an employee shall not be permitted to return to work unless he/she presents a medical certificate from his/her physician.

G. Time off without loss of pay or sick leave shall be granted as follows:

1. In the case of a death of a member of the immediate family, defined in Section C, Subsection 4, no deduction of hourly rate may be made for absence of four consecutive workdays.

2. In the case of the death of a near relative, defined as grandparent, first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, absence on the day of the funeral shall be allowed, provided it is a regularly scheduled workday for the employee. The employee may be required to provide verification to be granted this leave.

H. Notwithstanding any other provision of this Article 15 to the contrary, each employee may designate up to 3 days of accrued sick leave each year as "Emergency Leave." "Emergency Leave" designation is permitted only in full day increments and only when the employee is presently unable to report to duty caused by any of the following: 1) a serious, sudden, and unforeseen accident directly involving the employee, 2) damage to the employee's residence(s) due to an emergent event (not to include income earning properties in which the employee does not reside), 3) a serious, sudden, and unforeseen accident directly involving a member of the employee's immediate family, or 4) damage to the principle residence of a member of the employee's immediate family due to an emergent event. No other causes qualify as a basis for an employee to designate sick leave as Emergency Leave. Employees must produce documentation to support the designation of Emergency Leave when requested. The term "immediate family" as used in this subsection shall have the same meaning as set forth in Section B, subsection 4 of this Article. Designation of Emergency Leave must follow the procedure outlined in the applicable sections of the Division of Police Policy related to Compensation,

Benefits, and Conditions of Work (currently Appendix 22-C).

I. If Congress enacts legislation providing for involuntary induction into the military, absence necessitated by examination connected with possible Selective Service induction shall be allowed without charge against sick leave.

J. In the case of an extended illness where an employee with at least six (6) months' service has exhausted all his/her accumulated sick leave, vacation time, and any other available paid leave the FOP may request that an advancement of unearned sick leave be loaned to such an employee. The FOP shall bring the matter to the attention of the CHRO or designee who may, at his/her sole discretion, grant a sick leave loan up to ten (10) days, provided that a written statement from the employee's physician has been submitted which indicates the reason for the extended illness. The CHRO may recommend that the County Executive grant an additional sick leave loan of up to twenty (20) days. Such advancement of unearned sick leave shall be considered a loan and shall be repayable to the County. When the employee returns from his/her extended illness and begins to accumulate sick leave, one-half day of sick leave per month shall be deducted from the employee's balance until the entire sick leave loan has been repaid; the employee may elect to repay the sick leave loan more than one-half day per month. All such loans must be reimbursed to the County before any request for additional sick leave loans are granted. When an employee who has received an advance loan leaves the County service and the loan has not been repaid, the County will be reimbursed for the remaining sick leave balance, except in the case of death or full disability.

K. Sick leave shall be certified by the Chief of Police or designee upon forms prescribed by the Office of Human Resources which shall maintain complete and accurate leave records. Records of sick leave accumulated and taken shall be available to the employee or the FOP. Accumulated sick leave of employees shall be credited on their personnel records.

L. Title 29, Chapter XIV, Part 1604 of the Code of Federal Regulations requires that the County comply with the guidelines on employment policies relating to pregnancy and childbirth which have been set forth therein by the Equal Employment Opportunity Commission. In accordance with these guidelines, the County agrees to the following provisions:

1. An employee shall be permitted to continue working until such time as the employee's physician determines that the employee is no longer physically able to perform her regular job duties. It is the employee's responsibility to inform her physician as of the nature of her regular job duties.

2. An employee may request a leave of absence without pay, as set forth in Article 20(A)(4), to cover Health issues relating to pregnancy, childbirth, and recovery there from. The leave must be for a definite period so that the substitute may know his/her status. The employee must return at the close of her leave or forfeit her position and her seniority.

ARTICLE 16

FOP SICK BANK

A. The County and the FOP agree to create a Sick Leave Bank (Bank) for the exclusive use of unit members covered by the collective bargaining agreement. The Bank shall be utilized to provide additional sick leave days for employees to address catastrophic health care conditions. Participation in the Bank is voluntary, and the use of the benefit shall be limited to participating members.

B. Eligibility shall be limited to non-probationary employees.

C. An eligible employee who seeks to join the Bank must donate a minimum of one (1) day up to a maximum of twelve (12) days of accrued sick leave annually, during the open enrollment period. The open enrollment period shall be January first through January thirty-first of each year. To remain an active member, eligible employees must donate accrued sick leave on an annual basis.

1. Eligible employees who wish to enroll in the Bank must complete an enrollment form to be established by the Office of Human Resources. Enrollment forms must be submitted electronically or in hard copy form to the Office of Human Resources.

2. A member may withdraw up to one consecutive year (12 months) of leave in a five-year period.

3. To qualify for Bank usage, a member must meet all the following requirements:

(a) A member must have exhausted all his/her sick, vacation, compensatory, or other accrued leave.

(b) A member must be an active member of the Bank.

(c) A member must have a need for a continuous absence due to their own catastrophic health condition.

(d) A member must provide medical documentation of his/her catastrophic health condition.

(e) A member must obtain approval from the CHRO and the FOP prior to any utilization of the Bank.

D. To request leave from the Bank, an eligible employee must submit a request through the FOP to the CHRO. A copy of the employee's medical documentation must accompany the request for leave. The CHRO may request additional information from the Chief of Police or Public Safety Director. The CHRO will notify the employee in writing of the approval or denial of the request.

E. The County and the FOP shall be jointly responsible for establishing the policies and procedures to govern administration of the Bank. At the end of each calendar year, unused days shall remain in the Bank for future use.

ARTICLE 17

ANNUAL MEDICAL EXAMINATION

The County shall require and provide employees with an annual medical examination to be performed by the designated County approved physician at his/her arrangement. A Pap test will be administered to female employees who request it. The County may require a stress test or a psychological or psychiatric examination if felt necessary by the CHRO for reasonable cause. The examination shall be confidential and restricted to designated County medical facility files, except where conditions are noted that would limit the employee in the performance of his/her duties. In such cases, a conference between the employee, the designated County-approved physician, Chief of Police and CHRO or designees shall be held to review the issue. Physical fitness examinations in accordance with Article 34 of this contract shall be taken within sixty (60) days of the annual medical examination. If the County fails to schedule a physical fitness evaluation to be taken within sixty (60) days of the employee's annual medical examination, the physical fitness examination shall be conducted only on a voluntary basis.

ARTICLE 18

DRUG TESTING

A. In addition to drug testing of employees due to incidents or due to reasonable suspicion, the parties recognize that the County may engage in random drug testing of employees. Employees shall be selected by an objective, random method. It is in the spirit of safety and cooperation that the FOP agrees to random drug testing as a condition of employment for their bargaining unit. The County agrees that the FOP will be included in drafting the County's random drug testing procedures.

B. The County's drug testing policy will be published as a personnel policy and procedure.

1. In reference to random drug testing, the County agrees to listen to the underlying concerns of the FOP concerning the subject of random drug testing and to receive a written list of the expressed concerns for future reference.

2. Members of the bargaining unit subject to this Agreement shall be subject to the Police Department policy concerning drug testing, supplemented by the County's Random Drug Testing Policy. Nothing in the County's policy shall prohibit the dismissal or other disciplinary action against an employee pursuant to any other directive, policy, regulation, ordinance, or law.

3. The Police Department policy will be adhered to until such time as there is change in circumstance which, in the judgment of the County, warrants the initiation of random testing. Should such a situation occur, the County agrees to:

(a) consider the concerns of the FOP, as discussed and submitted at the negotiations, in making its decision to implement random drug testing; and,

(b) to advise the FOP, in advance, as to its decision to implement random drug testing.

C. The FOP and the County shall meet and discuss which laboratory or laboratories shall be utilized for the tests. Any sample yielding a positive test shall be tested again. Any employee whose sample is confirmed positive in a more extensive second test (gas- chromatograph/mass spectrometry) for use of unlawful drugs as listed by Delaware Title 16 as amended shall be terminated.

D. Should such drug testing show an abuse of other drugs and/or alcohol, which are not illegal in and of themselves, the individual shall be given the opportunity of entering and completing a substance abuse rehabilitation program under the Employee's Assistance Program for the first offense. Failure to do so will result in termination. Second offenders will be terminated.

E. Employees assigned to the Drug Control Squad or other similar units may be tested prior to and while in such assignments due to the nature of the assignment. Such employees may be tested as frequently as deemed necessary by the department.

ARTICLE 19

MILITARY TRAINING LEAVE

A. Armed Forces" are defined to include the Army, Navy, Marine Corps, Air Force Coast Guard, and Space Force. "Reserve Components" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Officer Reserve Corps, the regular Army Reserve, the Naval Reserve, the Marine Corps Reserve, the Coast Guard and Air Force Reserves.

B. Any person who submits a request for military leave shall be granted leave. In all cases of military leave other than active deployment, the number of persons on military leave will not count against scheduled and approved vacations.

C. Employees who leave their service with the County to join the Armed Forces, or who are ordered to duty with the Armed Forces, shall be granted leave from their position and the right to return to that position in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Probationary employees may be required to complete their probationary employment upon reinstatement.

D. Such employee shall be entitled to be restored to the position which he/she vacated, provided he/she makes application to the Office of Human Resources within ninety (90) days of the date of his/her Honorable Discharge, and is physically and mentally capable of performing the work of his/her position.

E. If the position vacated by an employee entering the armed services no longer exists at the time he/she qualified to return to work, such employee shall be entitled to be reemployed in another position of the same class in the County service, provided re-employment does not necessitate the laying-off of another person who was appointed at an earlier date than such person returning from military leave.

F. In addition to his/her accumulated vacation pay, an employee with ninety (90) days service entering military service due to enlistment or the draft shall be entitled to be paid one full calendar month's wages.

G. Any employee who is a member of the National Guard, or an organized military reserve of the United States, will be entitled to a leave of absence, without pay, not to exceed a total of ten (10) working days in any one calendar year, or a longer period as may be required by the employee's orders and USERRA.

H. Any employee who is a member of the National Guard or any organized military service component of the United States will be entitled to a leave of absence not to exceed a total of fifteen (15) workdays in any one (1) calendar year during which time he/she shall be paid his/her regular salary rate. To receive payment of salary rate, an employee must file a copy of his/her orders with the Office of Human Resources prior to his/her leave. For training periods beyond fifteen (15) workdays, each year, while leave shall be granted, the County shall not be liable for salaries.

I. Any employee who is a member of a State National Guard and who is ordered to perform emergency duty under the supervision of the United States Government, or a State government shall be granted a leave of absence during the period of such activity. Any such employee shall receive the pay differential in the amount by which the employee's normal salary, calculated on the basis up to a maximum of forty (40) hours, which the employee has lost by virtue of such absence, exceeds any pay received from a State.

J. To ensure uniformity, requests for deferment of employees from service in the armed forces shall be made only by the County Executive.

ARTCICLE 20

LEAVE OF ABSENCE

A. Leaves of absence may be granted to employees covered by this Agreement as follows:

1. Family and Medical Leave - Eligible employees are entitled to up to twelve (12) weeks of FMLA leave in a 12-month month period, in accordance with County Personnel Policy.

(a) An employee who qualifies for an FMLA leave will be required to use accumulated sick, vacation or other paid leave, in any order chosen by the employee, to run concurrently with the FMLA leave, provided however, that,

i. an employee may elect to retain up to two (2) weeks' vacation and two (2) weeks sick leave and

ii. an employee utilizing FMLA leave of one (1) day or less must use accumulated sick, vacation or other paid time concurrently with the FMLA leave.

(b) An employee is limited to 12 weeks on FMLA leave in any 12-month period. The 12-month period is a rolling 12-month

period measured backward from the date the leave is used.

(c) Notwithstanding the provisions of the FMLA, the County shall continue life insurance and health care benefits provided for in this Agreement, without cost to the employee, during any period when an employee is taking FMLA leave to which the employee is entitled.

(d) Notwithstanding the provisions of the FMLA, an employee who takes the FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the period of FMLA leave. Such an employee shall not, however, accumulate vacation or sick leave, or pension credit, during unpaid FMLA leave.

(e) Certification from a health care provider shall be provided directly to the CHRO. The CHRO shall not release information concerning the serious health condition justifying the leave.

(f) Notwithstanding the provisions of the FMLA, upon returning from leave, an employee is entitled to:

i. be restored to the position held when the leave began, unless such an employee is not qualified due to the expiration of a required license or certificate. In such a case, the employee will be placed on the payroll at the rate of pay for the position held when the leave began and be provided a reasonable opportunity to acquire the necessary license or certificate.

ii. any negotiated pay increases which would have occurred and the employee would have been eligible for during the leave period.

(g) Employees who take leave due to personal illness must provide certification from the health care provider that the employee can return to work.

(h) Use of family and medical leave shall have no adverse impact on the employee's evaluation.

2. Civil Leave - An employee shall be given leave with full pay when subpoenaed to appear before a court, public body, or commission in connection with County business. An employee shall be paid the difference between his/her regular salary, and any wage compensation granted him/her when subpoenaed to appear before a court, public body, or commission not in connection with County business.

3. Educational Leave - A permanent employee may be given educational leave with full or partial pay for the purpose of taking

courses directly related to his/her work as determined by the Chief of Police and the CHRO or designee. Requests for such leave must be approved in advance by the Human Resources Advisory Board and the County Executive and they may not exceed a total of twenty (20) days or one hundred sixty (160) hours in any one calendar year. Such educational leave with full or partial pay shall not be granted in conjunction with any other leave of absence and is intended to be utilized by the County employees needing specific grants of time during normal duty hours to attend educational classes which are not available at any off-duty time. It is specifically prohibited to grant a block of educational leave in conjunction with leave without pay granted for educational purposes. Educational leave for a longer period may be granted in special cases of unusual merit and of great benefit to the County government. In such cases, the employee must agree in writing to return to work for a minimum period of one (1) year after expiration of the educational leave.

Where staffing requirements permit, the County will attempt to accommodate emergency, short-term educational leave requests by employees. The County's decision will not be subject to grievance.

4. Leave Without Pay - The Chief of Police, with the approval of the County Executive, may grant a permanent employee a leave of absence without pay not to exceed two (2) years. Failure of an employee to return to duty upon the expiration of his/her leave without pay shall be interpreted as a resignation. Leave without pay shall be granted only when it will not result in harm to the interest of the County as an employer beyond any benefits to be realized.

5. Disability Leave - Permanent and probationary employees who are temporarily disabled in the line of duty shall receive full pay for up to one (1) year without charge against his/her vacation or sick leave, subject to the following conditions:

(a) Provided that the disability results from an injury or illness sustained directly in the performance of the employee's duties, as provided in the State Worker's Compensation Act.

(b) If incapacitated for his/her regular employment, the employee may be given other duties within the Police Department for the period of recuperation. Unwillingness to accept such an assignment as directed by the Chief of Police or the CHRO or designees will make the employee ineligible for disability leave during the time involved.

(c) A physician selected by the County shall determine the physical ability of the employee to continue working or to return

to work unless the employee's physician determined otherwise, in which case a third impartial physician shall be employed to make the decision.

6. Fraternal Order of Police Employment - Any employee elected or appointed as a member of the FOP shall be granted a leave of absence without pay for a period not to exceed two (2) years which may be extended by agreement of the parties. Such leave shall not be granted to more than one (1) employee for the FOP.

7. Fraternal Order of Police Convention - Leaves of absence with pay to attend and serve as delegates or alternates to conventions of the Fraternal Order of Police and organization and training conferences relating to the Fraternal Order of Police shall be granted to the FOP. Such leave shall not exceed two thousand six hundred (2,600) hours for the three-year duration of this agreement. The FOP agrees to endeavor to make appointments to such conventions or other functions requiring said leave, in such a manner as to prevent serious staffing shortages within any one (1) division or squad of the Department. Notice regarding said requested leave must be submitted in advance to the Chief of Police or designee, listing the name(s) of personnel and total hours to be used. Such leaves may be used for training and education in grievance handling, labor and management relations, personnel administration, etc. Such leave shall also be granted for attendance at the National Law Enforcement Memorial Services, to include the Candlelight Vigil, Parade of Honorees and Memorial Service.

8. FOP Meeting Leave - Any employee on the Board of Directors of the FOP, shall be given three (3) hours off from duty to participate in Board of Director's, monthly meetings, or any special meetings. The FOP shall give the appropriate supervisor notice of such meetings. Attendance will not exceed more than three (3) members per shift at any time and said members shall be subject to callback as required.

B. Seniority shall accumulate during all authorized leaves of absence. Should the position of any employee on approved leave without pay be abolished or consolidated he/she shall, upon return from leave, be given employment in a position having the same classification; if that is not possible, in a position allocated to a classification with a lower pay grade provided, however, that the name of such employee shall be placed on a re-employment list for his/her original classification.

C. Absence Without Leave - An absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed to be an absence

without leave. Any such absence shall be without pay and may be a subject for disciplinary action. In the absence of such disciplinary action, any employee who is absent for four (4) consecutive workdays without leave shall be deemed to have resigned from employment with the County. Such action may be reconciled by a subsequent grant of leave if the conditions warrant.

ARTCLE 21

SHIFT SCHEDULING

A. The 4-4 shift configuration includes eleven and one quarter (11.25) hour day and evening shifts. The 4-4 shift will be scheduled in a thirty-two (32) day rotation.

B. A workday under the 4-4 shift is an eleven and one-quarter (11.25) hour shift for day work and evening shifts. Employees will be paid for ten (10), eight (8) and eleven and one-quarter (11.25) hours respectively at straight time for the scheduled shifts.

C. The Chief of Police reserves the right to temporarily reconfigure the shifts provided for herein, to address natural or man-made disasters (including events such as pandemics, riots, wars, military activations, civil disorders, hurricanes, tornadoes, states of emergency, etc.). Such shift reconfigurations shall be limited to a period of thirty (30) days but may be extended for two (2) periods of fifteen (15) days each after consultation with the FOP. Further fifteen (15) day extensions may be implemented if the FOP agrees that the conditions requiring the reconfiguration continue to exist. The parties agree that the shift schedules provided for herein shall resume at such time as such conditions no longer exist.

D. Officers will be scheduled for forty (40) hours of training throughout the year. The County will continue to use its best efforts to schedule training days for Monday through Friday, and to ensure that training will not be scheduled the day before or the day after a holiday. The County also agrees that whole platoon in- service training shall not be scheduled during the months of June, July, or August. Pay for training hours will be spread throughout the pay cycles. Officers will be advised in advance of the training days.

ARTICLE 22

HOURS OF DUTY/OVERTIME COMPENSATION

A. The payroll period for all employees shall cover fourteen (14) consecutive days beginning at the employee's respective starting time on Monday and ending at the employee's respective starting time on Monday, fourteen (14) days later.

B. Overtime Pay - For the purpose of computing overtime, the regular duty day is either eight (8), ten (10) or eleven and one-quarter (11.25) hours depending on the employee's regular scheduled shift, and the regular duty pay cycle will remain unchanged.

C. The premium rate of time and one-half the employee's regular base rate of pay shall be paid for all duty hours performed in excess of eight (8), ten (10) or eleven and one-quarter (11.25) hours in any continuous 24-hour period or for all duty hours worked in excess of the regular duty pay cycle.

D. All duty hours worked on County-ordered emergency duty shall be paid in accordance with the provisions of paragraph C above.

E. Court Time: Where a Police Officer is required to appear in court on off duty hours, including Grand Jury time, in connection with the performance of his/her duty, he/she, commencing at the time the employee is scheduled to appear, shall receive minimum pay of three (3) hours at time and one-half for such time. In no event shall an employee receive premium court time pay for duty hours.

F. Pay Day: Pay day shall be on Friday following the end of the payroll period except when a holiday falls on Friday, then pay day shall be the Thursday following the end of the payroll period. If both Thursday and Friday are holidays, then pay day shall be on the Wednesday following the end of the payroll period.

G. Meals: Each employee shall be granted a meal period as near as possible to the normal eating hours, except where an emergency requires otherwise. During such meal periods, the employee shall be available in case of emergency.

H. Overtime assignments for each member of the Department shall be done on as equitable a basis as possible. When an employee is improperly (unintentionally) missed for an overtime opportunity, the employee shall not receive monetary reimbursement for the missed opportunity but will be provided a like overtime opportunity with a review and resolution of any systemic issues that may have generated the missed opportunity. The like overtime opportunity shall not affect the overtime due to another employee. Each missed overtime opportunity shall be evaluated on a case-by-case basis. Managers whose intentional acts results in missed overtime opportunities shall be evaluated for possible discipline.

ARTICLE 23

COMPENSATORY TIME FOR FIELD TRAINING OFFICER ASSIGNMENTS

Employees who are assigned to perform the duties of a Field Training Officer (FTO) shall receive two hours of compensatory time for each eight hours of the employee's FTO assignment. Employees who wish to use compensatory time must submit a request in the same manner as requests for vacation time. Time will be calculated by the Squad Lieutenant at the end of the FTO process and shall be available for use after that time.

ARTICLE 24

CLASSIFICATION AND SALARIES

A. Upon hire, a Police Officer, other than a certified lateral program entry officer who has completed at least 1 year of qualifying service, will be paid at Pay Grade 24, Step 2 during the period of time prior to the completion of the County-approved police academy or substitute training or orientation program. Upon graduation from the County-approved Academy, the Police Officer will move to Step 3. Such Police Officer will move to Step 4 two (2) years after the date of hire if the officer receives a satisfactory evaluation.

1. Certified Lateral Entry Program Officers who have completed less than three (3) years of qualifying service at another police agency shall be hired at Pay Grade 24 Step 4. Certified Lateral Entry Program Officers who have completed three (3) to five (5) years of qualifying service at another police agency shall be hired at Pay Grade 24 Step 5. Certified Lateral Entry Program Officers who have completed more than five (5) years of qualifying service at another police agency shall be hired at Pay Grade 24 Step 6. Consistent with this Agreement, certified Lateral Entry Program Officers shall establish seniority by satisfactorily completing the probationary period of one (1) year after completion of the Certified Training Academy.

2. For the purposes of obtaining Corporal Rank and First-Class Corporal Rank, a Lateral Entry Program Officer's required service shall be counted from the time that he/she commenced employment as a County Police Officer.

B. Merit Increase Compensation Procedure

1. The County shall make available to those employees not at the maximum salary of their assigned pay grades in the pay plan, a merit increment one step increase to the next higher salary in the employee's pay grade in accordance with the rules of the pay plan.

2. Merit increases as required by this Agreement shall be effective on the employee's anniversary date.

C. Effective July 1, 2027, the Corporal rank structure will no longer be correlated with pay grades 25, 26 & 27.

D. Effective July 1, 2027, a member entering their twelfth (12th) year of continuous service shall move to Pay grade 25.

E. Effective July 1, 2027, a member entering their fourteenth (14th) year of continuous service shall move to Pay grade 26.

F. Effective July 1, 2027, a member entering their sixteenth (16th) year of continuous service shall move to Pay grade 27.

G. Senior Sergeant (Pay Grade 30): A Sergeant shall advance to Senior Sergeant after completing four (4) years of service in the rank of Sergeant, provided a satisfactory evaluation is received.

H. Senior Lieutenant (Pay Grade 32): A Lieutenant shall advance to Senior Lieutenant after completing four (4) years of service in the rank of Lieutenant, provided a satisfactory evaluation is received.

I. Effective July 1, 2026, an increase to salaries of 2.5% will occur for all FOP bargaining unit members. See Salary Guide Appendix B.

J. Effective July 1, 2027, the pay guide shall be adjusted as set forth in Exhibit B, attached hereto. See Salary Guide Appendix B.

K. Effective July 1, 2028, an increase to salaries of 3.0% will occur for all FOP bargaining unit members. See Salary Guide Appendix B.

L. 1. Effective July 1, 2022, any FOP bargaining unit member who has completed eighteen (18) or more years of continuous service with the County will receive an additional increase of 3% to his/her salary. Any FOP bargaining unit member who completes eighteen (18) years of continuous service with the County after July 1, 2022, will receive an increase of 3% to his/her salary, effective on his/her eighteenth (18^{th}) anniversary date. Effective July 1, 2027, this service increase shall be effective at the commencement of eighteen (18) years of continuous service.

2. Effective July 1, 2022, any FOP bargaining unit member who has completed twenty-one (21) or more years of continuous service with the County will receive an additional increase of 3% to his/her salary. Any FOP bargaining unit member who completes twenty-one (21) years of continuous service with the County after July 1, 2022, will receive an increase of 3% to his/her salary, effective on his/her twenty-first (21^{st}) anniversary date. Effective July 1, 2027, this service increase shall be effective at the commencement of twenty-one (21) years of continuous service.

3. Effective July 1, 2026, any FOP bargaining unit member who has completed twenty-three (23) or more years of continuous service with the County will receive an additional increase of 3% to his/her salary. Any FOP bargaining unit member who completes twenty-three (23) years of continuous service with the County after July 1, 2026, will receive an increase of 3% to his/her salary, effective on his/her twenty-third (23rd) anniversary date. Effective July 1, 2027, this service increase shall be effective at the commencement of twenty-three (23) years of continuous service.

4. Effective July 1, 2028, any FOP bargaining unit member who has commenced twenty-five (25) or more years of continuous service with the County will receive an additional increase of 3% to his/her salary. Any FOP bargaining unit member who commences twenty-five (25) years of continuous service with the County after July 1, 2028, will receive an increase of 3% to his/her salary, effective on the commencement of his/her twenty-fifth (25th) year.

5. Effective July 1, 2028, any FOP bargaining unit member who has commenced twenty-seven (27) or more years of continuous service with the County will receive an additional increase of 3% to his/her salary. Any FOP bargaining unit member who commences twenty-seven (27) years of continuous service with the County after July 1, 2028, will receive an increase of 3% to his/her salary, effective on the commencement of his/her twenty-seventh (27th) year.

ARTICLE 25

SAFETY AND HEALTH

A. The FOP agrees that it will insist that its members work safely and fully cooperate with the County to eliminate conditions conducive to accidents or unhealthy conditions within its operations.

B. It is in the spirit of safety and cooperation that the FOP agrees to random drug testing for their bargaining unit. The County agrees that the FOP will be included in drafting the County's random drug testing procedures. The County's drug testing policy will be published as a personnel policy and procedure.

C. With respect to known and reasonably foreseeable risks and dangers, the County agrees that it will maintain adequate safety and health standards and will cooperate with the FOP and with all the County's employees in order that employees are always protected from a safety and health standpoint.

D. The Police Safety Coordinator shall be appointed by the Chief of Police and the President of the FOP.

E. Any recommendation pertaining to safety and health made by the FOP President or any employee to the Chief of Police or departmental safety coordinator shall be considered promptly.

F. The CHRO, or designee, will meet with the safety coordinators at least once each month to review the preceding month's accident and health records and to consider improvement in the safety and health program.

G. The equipment and facilities shall be maintained so as not to endanger the safety and health of the employees.

H. All police vehicles shall have heating and air conditioning with proper maintenance, excluding all seized vehicles.

ARTICLE 26

BULLETIN BOARDS

The County agrees to provide and maintain in the police headquarters and designated substations separate bulletin boards where notices of official FOP matters may be posted by the FOP.

ARTICLE 27

HEALTH INSURANCE AND PRESCRIPTION DRUG BENEFITS

A. The County agrees to assume the full cost of providing a basic indemnity plan for employee's applicable coverage (i.e., employee only, employee and children, employee and spouse, or employee and family) with a level of benefits consistent with the indemnity plan available in program year 2019. The County will also make alternative plan designs available that require employee cost sharing, such as, but not limited to, EPO, PPO, HMO, POS, and HSA plans.

1. Effective January 1, 2017, the County shall pay 93% of each employee's monthly premium for health insurance other than the basic indemnity plan which shall be paid at 100%.

2. Effective January 1, 2021, the County shall pay 90% of each employee's premium for health insurance other than the basic indemnity plan which shall be paid at 100%.

3. Effective January 1, 2022, the County shall pay 87% of the monthly premium for each employee enrolled in the PPO plan. Employees enrolled in the PPO plan may maintain their premium share at 10% on or after January 1, 2022, if they participate in the Wellness Program offered by the County and maintain their participation for the entire calendar year.

(a) The Wellness Plan shall be implemented on January 1, 2021, and employees shall receive enrollment materials by November of 2020.

(b) Points shall accumulate throughout 2021 for 2022 premium sharing rates.

(c) The County will continue to pay 100% of the premiums for each employee enrolled in the basic indemnity plan and 90% of the premiums for employees enrolled in all other plans, except the PPO, as set forth above.

4. The County shall deduct the employee's contribution through payroll deduction.

B. Health care coverage shall include the employee's domestic partner, if the employee's domestic partner was enrolled in a County plan as of December 31, 2020, and maintains enrollment without any interruption. Domestic partners who meet these criteria may maintain eligibility for health care coverage as provided in this Agreement (and may hereafter be referred to as an "eligible domestic partner" or "eligible domestic partners"). Effective January 1, 2021, coverage for domestic partners for new enrollments will no longer be an option (continuing coverage will only be available for domestic partners who were enrolled as of December 31, 2020).

C. The County has established a spousal coordination of benefits ("COB") program and maintains a separate policy with additional terms and forms for the administration of the program.

1. Effective January 1, 2021, employees who are married (or eligible domestic partners) and who are both employed by the County, must elect to be covered under a single plan, i.e., one spouse/eligible domestic partner must select an employee plus spouse or an employee plus family coverage plan, and the other employee-spouse/eligible domestic partner must be covered by that same plan and may not maintain independent or separate coverage under a County plan.

2. For new employees hired on or after January 1, 2021, and continuing for each plan year thereafter:

(a) If a County employee's spouse/eligible domestic partner is eligible to participate in a group health insurance and/or prescription drug insurance plan through their employer (notwithstanding that employer's COB policies), the spouse/eligible domestic partner of the employee must enroll with at least single coverage in said employer's sponsored group insurance coverage(s).

(b) If a County employee's spouse/eligible domestic partner is self- employed / self-insured and offers a group health and/or prescription drug plan to his/her employees, such self-employed spouse/eligible domestic partner must also enroll with at least single coverage in such employer- sponsored group insurance.

(c) This requirement shall be waived for any spouse or eligible domestic partner whose employer (self-employed) requires the spouse or eligible domestic partner to pay more than 50% of the single coverage monthly premium and the employee submits proof of such.

(d) Upon the spouse or eligible domestic partner's enrollment in any such available group health and/or prescription drug insurance coverage, that coverage will become the primary payer of benefits, and the coverage sponsored by the County will become the secondary payer of benefits, if elected by the County employee. It is the County employee's responsibility to advise the County immediately (and not later than 30 days after any change in eligibility), if the employee's spouse or eligible domestic partner becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer.

(e) Upon becoming eligible, the employee's spouse/eligible domestic partner must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, unless he/she is exempt from this requirement in accordance with the exemption stated above.

D. Health care plans in effect as of January 1, 2021, shall include the following copayment rates. *

Medical Coverage Copayments

Office visit - Primary Care Physician	$25
Office visit - Specialist	$35
Well child visits/annual check-ups/immunizations	$15
Emergency Room visit**	$100
Urgent Care Center Visit	$25
Radiology Services (X-Ray, MRI, C/T Scan)	$0
Mammogram***	$0
PAP Screening Test***	$0
Other lab work***	$0

* Should the County establish and offer new plans during the term of the Agreement, such as an employee self- directed care plan, copayments shall be at the rates established by the County with the

plan formation.

** This copayment will be waived if the patient is admitted to the hospital.

*** No copayment will be charged when the service is received from a designated non-copayment provider. Employees will be personally responsible for the difference between the cost for the service the plan covers for the designated non- copayment provider charge and the cost charged by a non- covered provider if the member chooses to use a provider other than a designated non-copayment provider. An exception will be granted in instances of documented medical necessity.

E. The County will provide the following three-tier prescription drug co-pay system:

Generic prescription drugs	$ 8 employee co-pay
Preferred prescription drugs	$30 employee co-pay
Non-preferred prescription drugs	$50 employee co-pay

When available, employees may fill maintenance medications through a 90-day mail order supply program. Employees will only be charged two (2) 30-day co-pays for the 90-day supply when filled through the mail order supply program.

F. Waiver of Health Insurance - Payment to a Deferred Compensation Plan

1. If an employee presents proof that the employee has health insurance coverage from a source other than the health insurance provided by the County and waives the right to receive health insurance coverage from the County, the County will contribute, for the benefit of such an employee, the sum of $250 per month to a deferred compensation plan established pursuant to Section 457 of the Internal Revenue Code.

2. No payment shall be made pursuant to this provision until the employee has established an account with the County's deferred compensation administrator and has been removed from the applicable County health insurance plan. In addition to exclusion from this payment as a primary insured, employees who have secured health insurance coverage through a County plan, other than as a primary insured, will not be eligible to receive this payment.

G. Access to Information: The FOP will be granted full and complete access to all information pertaining to rate increases. This access will include authorization to receive information directly from existing and prospective carriers.

H. Retirees

1. The County agrees to make available and assume the cost of a basic individual indemnity plan for those employees retiring on or after July 1, 1975, but before April 1, 1997, who are not eligible for Medicare. Such retirees shall have the same options available to active employees under Sections A and D, above, with the cost of coverage under the basic indemnity plan serving as the amount of the County's contribution.

2. For those employees retiring on or after April 1, 1997 (who are not eligible for Medicare), the County agrees to assume the full cost of providing a basic individual indemnity plan. Further the County agrees to issue health insurance credits as outlined below:

(a) Each month, the retiree shall be issued a health insurance credit to be used exclusively to purchase health insurance coverage (through the County) for retirees who purchase coverage for themselves and their child or their children, spouse/eligible domestic partner, or family.

(b) The value of the monthly credit for retired uniformed police will be the product of $15 times the number of years of credited service. The maximum value of the monthly health insurance credit for each retiree shall be $375 regardless of length of service in excess of the number of years required for normal retirement under any plan.

(c) Credits cannot be banked for future use.

(d) If the cost of the health insurance program selected by the retiree exceeds the amount of the individual retiree's health insurance credit, the retiree will be responsible to contribute the difference. In the event other coverage is available for the spouse/eligible domestic partner, the County will be considered the secondary provider of insurance under coordination of benefits.

(e) For the avoidance of doubt, a retiree who purchases health insurance coverage solely for themselves is not entitled to a health insurance credit under this Article.

3. Regardless of the date of retirement, when a retiree or his or her spouse/eligible domestic partner becomes eligible for Medicare, the County's insurance will cease. Upon verification of enrollment in Medicare Parts A and B, the County will pay the full cost of providing the retiree and his or her spouse/eligible domestic partner with coverage that supplements, or, as in the case of Medicare advantage plans, replaces Medicare for Medicare participants. In the

event of the retiree's death, the County will not assume the cost of providing coverage for the surviving spouse/eligible domestic partner.

4. When the retiree or his/her spouse/eligible domestic partner becomes eligible for Medicare, the Medicare eligible individual is no longer covered by the County plan. He or she is eligible for the Standard Medifill or equivalent coverage. The retiree or his/her spouse/eligible domestic partner who is not Medicare eligible at that time shall remain on the County plan until he/she becomes Medicare eligible.

5. When a member of the Department retires on a disability retirement and is unable to work at a full-time job, he/she shall be eligible to receive the County's basic indemnity coverage plan in effect at the time of his/her retirement. The cost of the plan, which may cover the employee, his/her spouse, and dependent children who are entitled to coverage under federal law, shall be borne by the County. Such retirees shall have the same options available to active employees under Sections A and D, above,, with the cost of coverage under the County's basic indemnity plan in effect at the time of his/her retirement serving as the amount of the County's contribution.

I. Life and Accidental Death and Dismemberment Insurance

1. The County agrees to assume the full cost of life insurance amounting to one and one- half (1½) of the employee's annual salary, with a minimum death benefit of $50,000 and a maximum death benefit of
$200,000.

2. Additionally, the County will provide accidental death and dismemberment benefits for each employee. Employees will contribute $1.00 per month toward the cost of this insurance. The County further agrees to administer (through payroll deduction) the voluntary purchase of additional term life insurance coverage at full cost to the employee.

3. The County agrees to assume the full cost of providing $5,000 life insurance for those employees retiring from County service on or after April 1, 1997, with accidental death and dismemberment benefits for each employee. If the retiree had voluntary additional life insurance as of the date of retirement, the retiree may elect to continue the voluntary additional life insurance coverage, and the County agrees to assist the retiree in obtaining such coverage, at full cost to the retiree.

J. Benefits Committee

1. The County shall maintain a Labor - Management Health Care Benefits Committee (the Benefits Committee) which shall consist of a representative designated by each County bargaining unit and six (6) representatives designated by the County, each of whom shall be a participant in the County employee health insurance plan. The CHRO or designee shall chair the Benefits Committee.

2. The Benefits Committee shall meet for the purpose of reviewing and determining employee benefits including any Wellness Programs available to County employees for the future enrollment periods and the identity of administrators and carriers.

3. The Benefits Committee shall be involved at all stages of the review process, including the development of bid specifications, the review of bids (including costs of each plan), meetings with bidders, the design of a benefits plan and Wellness Program, and the selection or termination of plan administrators and consultants. One of the objectives of this review and selection process shall be to foster competition among bidders. During this process, the FOP representatives will be granted full and complete access to all information relating to employee benefits.

4. The Benefits Committee shall meet as often as possible to fulfill the duties identified in subsections 2 and 3, above, but no less frequently than quarterly. Meeting agendas will be provided in advance and will include quarterly financial updates of the plan. Minutes will be provided after each meeting.

5. Any recommendations reached by the Benefits Committee shall be subject to approval by the membership of the FOP, in the following manner: Committee members shall be provided with adequate time and information regarding the proposed recommendation of the Benefits Committee to allow FOP members to make an informed decision regarding their health care benefits. Following a decision by the FOP membership regarding the proposed recommendation of the Benefits Committee, the Benefits Committee shall meet to vote on the proposed recommendation, which shall require approval by two-thirds of the members present at the Benefits Committee meeting. With advance notice, Benefits Committee members may designate a proxy to cast their vote.

ARTICLE 28

CALL-IN PAY

A. Call-In Pay and On-Call Pay

All employees called in for duty by the Chief of Police or designee outside of their regularly scheduled hours, or after

completing their regular tour of duty, shall be paid for hours actually worked at premium rate as set forth in Article 22 (c) or a guarantee of four (4) hours pay at said premium rate, whichever is greater. This paragraph shall not apply to employees required to work daily overtime or report for court time.

B. Call-Up Pay

All employees called up by a supervisor or called upon the authorization of a supervisor for professional purposes which concern County police matters, excluding those matters caused by an error or neglect of the employee, shall be paid one (1) hour straight time for the inconvenience.

C. On-Call Equipment

For those employees who are normally on-call the County shall supply a car for their use while serving in such status. Any related equipment deemed necessary by the Department of Police for the employee to conduct his/her duties while on- call shall also be provided.

D. On-Call Pay

Employees who are required to be on-call by the Department shall be paid one (1) hour of straight time pay for each scheduled day in which the employee is on-call.

E. Standby Pay

1. Standby Order: During off time when placed on standby by the proper employee in charge, an employee will be paid one-half of the employee's regular base rate for all standby time, up to a maximum of eight (8) hours in any twenty-four (24) hour period starting with the time the employee is notified to standby. Standby pay shall cease when the employee is notified by a superior employee that the standby order is rescinded.

2. Standby For Court: On each occasion when an employee is scheduled for a court appearance, the employee may elect to be placed on standby or be placed on standby by a proper authority (i.e., court officer, supervisor, or representative of the Attorney General's Office). An employee will not, however, have the right to be placed on standby if the proper authority directs the employee to appear in court. When an employee is on standby for a scheduled court appearance, such an employee will be paid at one-half (½) of the employee's regular base rate for three (3) hours, unless notified to appear in Court at which time standby pay shall cease. In such a case, the employee shall be provided with a time when the employee is

required to appear, and the employee shall, commencing at the time the employee is required to appear, be paid for court time pursuant to Article 22(E).

F. Change in Shift

Employees shall be given at least seven (7) days' notice of a change in their shift except in the event of an emergency or for training purposes in which case, the County shall give such notice as is practical. Another exception to this seven-day notice requirement shall allow regular shift hours to be changed on a temporary basis by up to two (2) hours at the beginning or the end of the shift provided forty-eight (48) hours' notice is given to the affected employee. All other shift changes shall be in accordance with Article 21 of this agreement.

G. Clothing Allowance (Non-uniformed Employees)

1. The following operational units and individuals shall receive an annual clothing allowance of one thousand dollars ($1,000.00): CIU, PSU, DCU, Colonel Executive Officer, FOP President, Serving FOP State President, and Court Officers. The County may change the names or designations of the identified operational units, but the clothing allowance shall be preserved for the functions performed by the designated units and individuals as of the effective date of this Agreement.

2. The allowance shall be payable in two (2) installments: five hundred dollars ($500.00) added to the employee's last paycheck in March, and five hundred dollars ($500.00) added to the employee's last paycheck in September of each calendar year. Confirmation of usage of such allowance is required by the County prior to each subsequent allowance.

3. An employee assigned to one of the units identified in Article 28 subsection 1 above on a temporary or full-time basis shall receive the first $500 of the clothing allowance upon transfer. All subsequent clothing allowance payments shall be made according to the schedule set forth in Article 28 subsection 2, above.

H. FOP-County Committee

A committee consisting of County representatives including the CHRO or designee, and FOP members of the bargaining unit shall be established to discuss problems which may arise. The Committee may meet during the first week of each month, with the exact date to be confirmed with the CHRO or designee. These meetings are not intended to bypass the grievance procedure or to be considered contract

negotiations but are intended as a means of fostering good employment relations through communications between the parties. A maximum of four (4) members of the FOP may attend such monthly meetings and if on duty shall be granted necessary time off without loss of salary to so attend.

I. Uniforms and Equipment

1. The County shall continue to furnish and maintain (including tailoring, dry cleaning, and laundering) uniforms and equipment. The cost of maintaining and furnishing uniforms and equipment shall be paid by the County. The County agrees to provide shoes to replace worn or damaged shoes as part of the uniform.

2. The County and the FOP agree that an inspection of uniforms and equipment should be held at least once yearly.

J. Personal Property

When an employee suffers damage to personal property in the line of duty, the County agrees to reimburse the employee a reasonable amount for such property.

ARTICLE 29

TEMPORARY RANK ASSIGNMENTS

A. Employees who are assigned duties which are not covered within their position descriptions under the County's Personnel Policies and Procedures, will receive adjusted compensation upon written notification of their appointment to assume such duties by the Chief of Police or designee.

B. Employees shall receive compensation for performing duties outside their position description provided the assignment is for one full day or more to such position. Their compensation shall reflect a 5% increase in wages from their position.

C. The Chief of Police or designee will appoint employees to such positions, no more than two (2) grades above their present position. The Department, through the Office of Human Resources, will fill all vacancies with permanent appointments within thirty days of the vacancy's occurrence.

ARTICLE 30

ALTERATIONS OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or

modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the County, and in no case shall it be binding upon the parties hereto unless agreement is made and executed in writing between the parties and same has been ratified by the FOP. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein. It is understood and agreed that if any part of this agreement conflicts with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this agreement shall not be affected thereby. In the event of a conflict between the County's duty of reasonable accommodation under the Americans with Disabilities Act (ADA) and the seniority or other provisions of this agreement, the parties agree that the duty of reasonable accommodation shall prevail.

ARTICLE 31

MERIT SYSTEM RULES

In the administration of the matters covered by this Agreement, the County Government and the FOP and its members are governed by the applicable rules and regulations of the County's Merit System Ordinance which do not conflict with the terms of this Agreement.

ARTCLE 32

PENSION

A. Effective July 1973, and for police officers hired before February 1, 1993, County Code, Section 11A-6, (Section 26- 596 as amended), Employees' Retirement System, shall become an integral part of this agreement, including the following amendment:

> An employee completing at least 30 years of credited service may retire at his/her option at any age and receive a service retirement annuity. A County police officer who entered the service prior to July 1, 1973, completing at least 20 years of credited service may retire at his/her option at any age and receive a service retirement annuity. A County police officer who enters the County police service after July 1, 1973, completing at least 20 years of County Police service may retire at his/her option at any age up to age 55 which is mandatory and receive a service retirement annuity.

B. Police officers hired on or after February 1, 1993, shall become members of the Delaware County and Municipal Police/

Firefighters Pension Plan set forth at 11 *Del. C.* Section 8801 et seq. as amended from time to time (the State Plan). Under the provision of 11 *Del. C.* Section 8813, a police officer covered by the State Plan shall become eligible to receive a service pension, after the termination of employment, beginning with the month when the police officer has five (5) [*see* 11 *Del. C.* § 8813(a)] years of credited service and has attained age 62; or the police officer has five (5) years of credited service and has retired under the provision of 11 *Del. C.* §. 8811 [*see* 11 *Del. C.* § 8813(c) which refers to § 8811 – mandatory retirement age] or the police officer's age plus credited service (but not less than ten (10) years) equals 75; or the police officer has 20 years of credited service. The County shall contribute such amounts for coverage under the State Plan as required under 11 *Del. C.* Section 8842.

C. The New Castle County Code, Chapter 11A, "Pension," Article I, Section 11A-6 was amended by New Castle County Council effective December 16, 1986, by ordinances 86-220 and 87-239. Those ordinances have been recodified as Section 26-596(f) and Section 26-592, definition of "final average salary." Refer to those sections for changes which modify pension provisions for police officers. Employees hired before July 1, 1977, that elect the retirement option detailed in ordinances 86-220 and 87-239 would be eligible for their accumulated sick leave benefit upon retirement, with the exception that they shall receive the lesser of five (5) days times their number of years of service or the number of days in their sick leave bank. Medical insurance will be covered under and the same as Article 27..

ARTICLE 33

PHYSICAL FITNESS

A. The parties recognize the necessity for all officers to be physically fit. To ensure that such fitness is achieved, the County and the FOP agree on a comprehensive medical and physical fitness program. In that regard, as part of the annual physical, an officer shall take the physical fitness test described in Appendix "A" (Physical Fitness Test).

B. New hires shall take the Physical Fitness Test prior to graduation from the police academy, and thereafter on an annual basis.

C. Employees shall take the Physical Fitness Test on an annual basis.

D. The County and the FOP will confer and agree upon minimum standards and progressive discipline.

ARTICLE 34

CAREER DEVELOPMENT

A. The County recognizes the specialized expertise of officers within the Department as compared to the entry level police officer. It is a well-recognized principle in Personnel management that people are the most important asset to an organization. If the organization is to operate at peak efficiency, it can only be done when its individual members have developed their individual skills to their highest degree of capability. This development and individual growth results in greater job satisfaction and greater efficiency and effectiveness in job performance. In this regard, the County has established the following career development plan:

1. All bargaining unit employees who are awarded a bachelors, graduate, or post-graduate degree from an accredited educational institution shall be eligible to receive a one-time payment of $200, to be paid within sixty (60) days of the submission to the Public Safety Department of written documentation evidencing the awarding of the degree. Payment under this paragraph shall be limited to one (1) bachelor's degree, one (1) graduate degree, and one (1) post-graduate degree for each bargaining unit employee.

2. All bargaining unit employees shall be paid an annual bilingual/multilingual bonus in the amount of $100 per month. Payment shall commence upon the employee's achieving a passing score on a language fluency test measuring the employee's proficiency in speaking and comprehending a second language. All subsequent monthly payments shall be made in the first pay period of the month. The County and the FOP will confer on the parameters of the proficiency test prior to its implementation or modification. This test will be coordinated by the County in January of each year. The bilingual/multilingual bonus shall be paid within sixty (60) days of the employee's successful completion of the language fluency test.

B. The County shall conduct annual testing to determine promotions to the positions of Sergeant and Lieutenant. The written examination for each rank will take place on the second Saturday in February and the eligible list for each rank will be published by May 8th of the same year.

C. A patrol officer, upon satisfactorily completing three (3) years of continuous service as a police officer with the County, shall receive Officer First Class (OFC) stripes without any additional adjustment in pay. Said patrol officer must maintain satisfactory evaluation to retain all OFC stripes.

D. An OFC, entering his/her tenth (10th) year of continuous service prior to July 1, 2027, shall be eligible for promotion to the rank of Corporal. Effective July 1, 2027, an OFC, who has entered or who will enter his/her eighth (8^{th}) year of continuous service shall be eligible for promotion to the rank of Corporal. Eligibility for Corporal rank is contingent upon meeting the following:

1. He/she has received four satisfactory evaluations after obtaining the rank of OFC and is rated satisfactory in the current year.

2. The Corporal rank may be lost by an unsatisfactory performance evaluation and/or serious disciplinary action.

3. The Corporal rank once obtained and lost would be reinstated once a satisfactory performance evaluation is obtained.

4. It is understood that the rank of Corporal is not a supervisory position but recognition of satisfactory years of service and leadership. Should a vacancy occur on a shift, there would be no acting Corporal status.

5. It is also understood that the rank of Corporal does not give preference to that officer for consideration of any promotional opportunity.

E. A Corporal entering his twelfth (12) year of continuous service shall be eligible for promotion to the rank of Senior Corporal provided he/she has met the following:

1. He/she has received two consecutive satisfactory evaluations after obtaining the rank of Corporal and is rated satisfactory in the current year.

2. The Senior Corporal rank may be lost by an unsatisfactory performance evaluation and/or serious disciplinary action.

3. The Senior Corporal rank once obtained and lost would be reinstated once a satisfactory performance evaluation is obtained.

4. It is understood that the rank of Senior Corporal is not a supervisory position but recognition of satisfactory years of service and leadership. Should a vacancy occur on a shift, there would be no acting Senior Corporal status.

5. It is also understood that the rank of Senior Corporal does not give preference to that officer for consideration of any promotional opportunity.

F. A Senior Corporal entering his/her fourteenth (14) year of continuous service prior to July 1, 2027, shall be eligible for promotion to the rank of Master Corporal. Effective July 1, 2027, a Senior Corporal who has entered or will enter his/her sixteenth (16th) year of continuous service shall be eligible for promotion to the rank of Master Corporal. Eligibility for Master Corporal rank is contingent upon meeting the following:

1. He/she has received two consecutive satisfactory evaluations after obtaining the rank of Senior Corporal and is rated satisfactory in the current year.

2. The Master Corporal rank may be lost by an unsatisfactory performance evaluation and/or serious disciplinary action.

3. The Master Corporal rank once obtained and lost would be reinstated once a satisfactory performance evaluation is obtained.

4. It is understood that the rank of Master Corporal is not a supervisory position but recognition of satisfactory years of service and leadership. Should a vacancy occur on a shift, there will be no acting Master Corporal status.

5. It is also understood that the rank of Master Corporal does not give preference to that officer for consideration of any promotional opportunity.

ARTICLE 35

SHOOTING DAYS

A. Employees who meet the minimum/mandatory firearms qualification standards established by the Delaware Council on Police Training (COPT) Standards, shall receive six days in each year they qualify.

B. Employees in years one through ten years of service may elect to use earned shooting days in the following manner:

1. Employees may use the shooting days in the same manner as vacation time. Requests to use shooting days in lieu of vacation time must be submitted, and shall be processed, in the same manner as vacation time; or

2. Employees may elect to receive compensation at their current rate of pay; or

3. Employees may elect to accrue the shooting days, and

those days shall be paid at the time of separation from employment at the employee's rate of pay at the time of separation.

C. Employees who have eleven or more years of service may elect to use earned shooting days in the following manner:

1. Employees may use the shooting days in the same manner as vacation time. Requests to use shooting days in lieu of vacation time must be submitted, and shall be processed, in the same manner as vacation time; or

2. Employees may elect to accrue the shooting days, and those days shall be paid at the time of separation from employment at the employee's rate of pay at the time of separation.

D. Effective January 1, 2016, the shooting days shall be eliminated. Any unused shooting days as of January 1, 2016, may be used as described in Section (a) and (b) above.

ARTICLE 36

DURATION OF AGREEMENT

This Agreement is effective from July 1, 2026, through June 30, 2029. The parties shall commence successor negotiations as required by 19 *Del. C.* §1613 (a). The parties can mutually agree to commence successor negotiations at an earlier date than the Code requires.

APPENDIX A

APPENDIX A

Physical Fitness Test

The following physical fitness test shall be administered by a fitness testing provider selected by the County:

1 Exercise electrocardiogram evaluation

2. Percent body fat calibration

3. Grip strength

4. Upper body endurance

5. Abdominal endurance

APPENDIX B

COLA 2.5%

Effective 7/1/2026

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	Completion of Year 18	Year 21	Year 23
POLICE OFFICER	24	76,314	76,314	76,314	76,314	80,130	84,137	88,344	92,761	97,399	102,269	105,337	108,497	111,752
CORPORAL	25	76,314	76,314	76,314	80,130	84,137	88,344	92,761	97,399	102,269	107,382	110,603	113,921	117,339
SENIOR CORPORAL	26	76,314	76,314	80,130	84,137	88,344	92,761	97,399	102,269	107,382	112,751	116,134	119,618	123,207
MASTER CORPORAL	27	76,314	80,130	84,137	88,344	92,761	97,399	102,269	107,382	112,751	118,389	121,941	125,599	129,367
SERGEANT	29	84,136	88,343	92,760	97,398	102,268	107,381	112,750	118,388	124,307	130,522	134,438	138,471	142,625
SR. SERGEANT	30	88,343	92,760	97,398	102,268	107,381	112,750	118,388	124,307	130,522	137,048	141,159	145,394	149,756
LIEUTENANT	31	92,760	97,398	102,268	107,381	112,750	118,388	124,307	130,522	143,574	150,753	155,276	159,934	164,732
SR. LIEUTENANT	32	97,398	102,268	107,381	112,750	118,388	124,307	130,522	143,574	150,753	158,291	163,040	167,931	172,969

COLA 0.0%

Effective 7/1/2027

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	Commencement of Year 18	Year 21	Year 23
POLICE OFFICER	24	76,314	80,130	84,137	88,344	92,761	97,399	102,269	107,382	112,751	118,389	121,941	125,599	129,367
CORPORAL	25	80,130	84,137	88,344	92,761	97,399	102,269	107,382	112,751	118,389	124,308	128,037	131,878	135,834
SENIOR CORPORAL	26	84,137	88,344	92,761	97,399	102,269	107,382	112,751	118,389	124,308	130,523	134,439	138,472	142,626
MASTER CORPORAL	27	88,344	92,761	97,399	102,269	107,382	112,751	118,389	124,308	130,523	137,049	141,160	145,395	149,757
SERGEANT	29	97,399	102,269	107,382	112,751	118,389	124,308	130,523	137,049	143,901	151,096	155,629	160,298	165,107
SR. SERGEANT	30	102,269	107,382	112,751	118,389	124,308	130,523	137,049	143,901	151,096	158,651	163,411	168,313	173,362
LIEUTENANT	31	107,382	112,751	118,389	124,308	130,523	137,049	143,901	151,096	166,206	174,516	179,751	185,144	190,698
SR. LIEUTENANT	32	112,751	118,389	124,308	130,523	137,049	143,901	151,096	166,206	174,516	183,242	188,739	194,401	200,233

COLA 3.0%

Effective 7/1/2028

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	Commencement of Year 18	Year 21	Year 23	Year 25	Year 27
POLICE OFFICER	24	78,603	82,533	86,660	90,993	95,543	100,320	105,336	110,603	116,133	121,940	125,598	129,366	133,247	137,244	141,361
CORPORAL	25	82,533	86,660	90,993	95,543	100,320	105,336	110,603	116,133	121,940	128,037	131,878	135,834	139,909	144,106	148,429
SENIOR CORPORAL	26	86,660	90,993	95,543	100,320	105,336	110,603	116,133	121,940	128,037	134,439	138,472	142,626	146,905	151,312	155,851
MASTER CORPORAL	27	90,993	95,543	100,320	105,336	110,603	116,133	121,940	128,037	134,439	141,161	145,396	149,758	154,251	158,879	163,645
SERGEANT	29	100,320	105,336	110,603	116,133	121,940	128,037	134,439	141,161	148,219	155,630	160,299	165,108	170,061	175,163	180,418
SR. SERGEANT	30	105,336	110,603	116,133	121,940	128,037	134,439	141,161	148,219	155,630	163,412	168,314	173,363	178,564	183,921	189,439
LIEUTENANT	31	110,603	116,133	121,940	128,037	134,439	141,161	148,219	155,630	171,193	179,753	185,146	190,700	196,421	202,314	208,383
SR. LIEUTENANT	32	116,133	121,940	128,037	134,439	141,161	148,219	155,630	171,193	179,753	188,741	194,403	200,235	206,242	212,429	218,802

APPENDIX C

MATTHEW MEYER
COUNTY EXECUTIVE

JACQUELINE D. JENKINS, ED. D
CHIEF HUMAN RESOURCES OFFICER

Joint Memorandum of Understanding
Sick and Vacation Accruals and Conversions
Between New Castle County Government and Fraternal Order of Police, Lodge No. 5

This Memorandum of Understanding (MOU) between New Castle County Government (hereinafter "County"), and the Fraternal Order of Police, Lodge No. 5, ("hereinafter "Union"), representing New Castle County Police Officers defined as patrol officers, corporals, senior corporals, master corporals, sergeants, senior sergeants, lieutenants, and senior lieutenants, for the purpose of establishing the Sick and Vacation Accruals and Conversions effective January 1, 2021. The following terms and conditions document the settlement between the parties:

For the sake of this agreement the following terms are defined as such: **"Carried over from previous year"** is defined as the time accrued and awarded to the employee prior to January 1 of the current year. **"Earned year to date"** is defined as the time credited to the employee after January 1 of the current year **"Hours balance"** is defined as the combined balance of **"carried over from previous year"** and **"earned year to date"** time.

1. **Sick Leave:** The terms outlined in the Collective Bargaining Agreement for Sick Leave, Section 42, remain the same with regards to eligibility criteria and the timeframe for accrual of Sick Leave. An employee will be credited with sick leave according to the number of hours in the shift to which the employee is assigned. If an employee's shift changes during that month, this will be reflected in the number of credited hours on the first day of the following month. Credited hours will increase or decrease depending on the employees' assigned shift.

   Example: If an employee is assigned to the 11.25-hour shift on January 1, said employee will be credited 1 day of Sick Leave in the amount of 11.25 hours on the first day of February; if an employee is assigned the 10-hour shift on January 1, said employee will be credited 1 day of Sick Leave in the amount of 10 hours on the first day of February; if an employee is assigned to the 8-hour shift on January 1, said employee will be credited with 1 day of Sick Leave in the amount of 8 hours on the first day of February.

When an employee is assigned to a new shift, the employee will be credited with the number of hours based on their newly assigned shift beginning on the first day of the following month.

2. **Vacation Time:** The terms outlined in the Collective Bargaining Agreement for Vacation, Section 30, remain the same with regards to eligibility criteria and the timeframe for accrual. An employee will be credited with vacation according to the number of hours in the shift to which the employee is assigned on December 31 of a given year.

87 READS WAY, NEW CASTLE, DE 19720 PHONE: 302-395-5180 FAX: 302-395-5190

MATTHEW MEYER
COUNTY EXECUTIVE

JACQUELINE D. JENKINS, ED. D
CHIEF HUMAN RESOURCES OFFICER

Example: If an employee is assigned to the 11.25-hour shift in a given year, said employee will accrue 11.25 hour days based on the years of accumulated service.

If an employee has a shift change during a given year, the employee's "earned year to date" vacation balance will be adjusted as of the date of the shift change based on the newly assigned hourly shift.

Example: An employee is assigned to the 8-hour shift. The employee is transferred to the 11.25-hour shift. A conversion of the employee's "earned year to date" vacation balance will occur to reflect the equivalent number of days based on 11.25 hours.

Scenario I: Employee with 17 years of service is entitled to 27 days of vacation, employee transfers from 11.25-hour shift to 8-hour shift.

- 11.25-hour shift x 27 days = 303.75 total hours
- 8-hour shift x 27 days = 216 total hours
- 303.75 hours – 216 hours = 87.75 total hour difference
- 87.75 hours will be deducted from the employee's "hours balance"

Scenario II: Employee with 17 years of service is entitled to 27 days of vacation, employee transfers from 8-hour shift to 11.25-hour shift.

- 8-hour shift x 27 days = 216 total hours
- 11.25-hour shift x 27 days = 303.75 total hours
- 216 hours -303.75 hours = -87.75 total hour difference
- 87.75 hours will be credited to the employee's "hour balance"

When an employee is assigned a new shift, the adjusted balance will not include nor modify the "Carried over from previous year" balance.

Only unused vacation days remaining from the "earned year to date" balance will be adjusted at the time of the employee's transfer.

Scenario I: Employee with 17 years of service is entitled to 27 days of vacation, employee transfers from 11.25-hour shift to 8-hour shift. Transfer occurs in June and the employee has used 7 days of the entitled 27 days of vacation, leaving a remaining balance of 20 days of vacation from the "earned year to date" balance.

87 READS WAY, NEW CASTLE, DE 19720 PHONE: 302-395-5180 FAX: 302-395-5190

MATTHEW MEYER
COUNTY EXECUTIVE

JACQUELINE D. JENKINS, ED. D
CHIEF HUMAN RESOURCES OFFICER

- 11.25-hour shift x 20 days = 225 total hours
- 8 -hour shift x 20 days = 160 total hours
- 160 hours - 225 hours = -65 total hour difference
- 65 hours will be deducted from the employee's "hours balance"

Scenario II: Employee with 17 years of service is entitled to 27 days of vacation, employee transfers from 8-hour shift to 11.25-hour shift. Transfer occurs in June and the employee has used 7 days of the entitled 27 days of vacation, leaving a remaining balance of 20 days of vacation from the "earned year to date" balance.

- 8-hour shift x 20 days = 160 total hours
- 11.25-hour shift x 20 days = 225 total hours
- 160 hours -225 hours = -65 total hour difference
- 65 hours will be credited to the employee's "hours balance"

Scenario III: Employee with 17 years of service is entitled to 27 days of vacation, employee transfers from 8-hour shift to 11.25-hour shift. Transfer occurs in November and the employee has used 27 days of the entitled 27 days of vacation, leaving a remaining balance of 0 days of vacation from the "earned year to date" balance.

- 11.25-hour shift x 0 days = 0 total hours
- 8 -hour shift x 0 days = 0 total hours
- 0 hours - 0 hours = 0 total hour difference
- 0 hours will be deducted from the employee's "hours balance"

Scenario IV: Employee with 17 years of service is entitled to 27 days of vacation, employee transfers from 11.25-hour shift to 8-hour shift. Transfer occurs in November and the employee has used 27 days of the entitled 27 days of vacation, leaving a remaining balance of 0 days of vacation from the "earned year to date" balance.

- 8-hour shift x 0 days = 0 total hours
- 11.25-hour shift x 0 days = 0 total hours
- 0 hours - 0 hours = 0 total hour difference
- 0 hours will be credited to the employee's "hours balance"

3. If any term or provision of this MOU is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or

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provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

For New Castle County Government

Honorable Matthew S. Meyer
County Executive
Date April 30, 2022

Jacqueline D. Jenkins, Ed. D
Chief Human Resources Officer
Date 4/29/22

For the FOP, Lodge No. 5

Jonathan Yard
President, FOP Lodge No. 5
Date 4-26-22

Colonel Joseph Bloch
Chief of Police
Date 4.25.22

87 READS WAY, NEW CASTLE, DE 19720 PHONE: 302-395-5180 FAX: 302-395-5190

Prime Sponsor(s): Ms. Williams-Johns
Mr. Toole, Mr. Caneco
Co-sponsor(s): Mr. Tackett
Requested by: Administration/HR
Date of introduction: July 28, 2026

RESOLUTION NO. 26-157

AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE FRATERNAL ORDER OF POLICE, NEW CASTLE COUNTY LODGE NO. 5 CAPTAINS, MAJORS, & LIEUTENANT COLONEL COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the County Executive has successfully negotiated a collective bargaining agreement with the Fraternal Order of Police, New Castle County Lodge No. 5, Captains, Majors and Lt. Colonel, attached as Exhibit "A"; and

WHEREAS, the Fraternal Order of Police, New Castle County Lodge No. 5, Captains, Majors, and Lt. Colonel, has ratified the collective bargaining agreement, attached as Exhibit "A"; and

WHEREAS, Section 2.02.004(c) of the *New Castle County Code* (the "Code") states in relevant part "No contract which requires the approval of County Council shall be executed, nor shall any work be started there under, until approved by resolution of County Council;" and

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby authorizes the County Executive to sign the ratified agreement with the Fraternal Order of Police, New Castle County Lodge No. 5, Captains, Majors and Lt. Colonel, as set forth in Exhibit "A" hereto.

Adopted by County Council of
New Castle County on: 7/28/26

_____
Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: This Resolution authorizes the County Executive to sign the ratified collective bargaining agreement ("CBA") with the Fraternal Order of Police ("FOP"), New Castle County Lodge No. 5, Captains, Majors, and Lt. Colonel. This is a three-year agreement that defines the wages and other terms of employment for the bargaining unit retroactive to July 1, 2026 through June 30, 2029. The CBA clarifies the parties duties in defending the CBA, sets forth the FOP's grievance personnel permitting to attend those proceedings, describes the grievance procedure and establishes the FOP's right to initiate a system-wide grievance at Step Two without necessarily representing a single grievant along with the New Castle County's (the "County") right to bypass Step Two grievance process upon proper notice, increases the maximum number of vacation carry over hours from 560 to 787.5, redefines "immediate family" under the Family and Medical Leave Act for those caring for an immediate family member with a serious health condition, creates an Emergency Leave section with requirements on the manner that such leave may be designated, increases the number of paid military training leave days from 10 to 15, clarifies who may receive the monthly health insurance credit for retired uniformed police and increases the maximum per year value from $300 to $375, provides that when a retiree or his/her spouse/eligible domestic partner is eligible for Medicare they are no long covered by the County's health plan, permits the first $500 of the clothing allowance to be paid upon transfer, increases the Staff Duty Officer per day pay from $30.00 to $100.00, and incorporates language related to possible future application of the Fair Labor Standards Act ("FLSA").

FISCAL NOTE: The Resolution, if adopted, would approve a new contract for the Captains, Majors, and the Lt. Colonel represented by the Fraternal Order of Police, New Castle County Lodge No. 5.

The estimated fiscal impacts (Salaries/Wages and Employee Benefits) of the Collective Bargaining agreement for the period of July 1, 2026 through June 30, 2029 are as follows:

FY2027	$94,000
FY2028	$469,000 ($375,000 incremental from FY2027)
FY2029	$668,000 ($199,000 incremental from FY2028)

The agreement provides for a 2.5% wage increase for the period July 1, 2026 through June 30, 2027; a revised pay plan for the period July 1, 2027 through June 30, 2028; and a 3.0% wage increase for the period July 1, 2028 through June 30, 2029. Additionally, effective July 1, 2026, an additional Step 23 was added, and effective July 1, 2028, Steps 25 and 27 have been added to the pay plan to mirror the rank and file of FOP Lodge #5.

The fiscal impact is calculated on the premise that wage levels would have continued unchanged for an additional three years in the absence of this contract's approval. The financial implications associated with this agreement have already been reflected in the FY2027 Approved Operating Budget.

Acknowledged by the Chief Financial Officer July 17, 2026.

EXHIBIT “A”

2026-2029

AGREEMENT

between

NEW CASTLE COUNTY

and

FRATERNAL ORDER OF POLICE, LODGE N0.5,
CAPTAINS, MAJORS, & LIEUTENANT COLONEL

****

2026-2029
PAY PLAN AND RATES OF PAY FOR
FRATERNAL ORDER OF POLICE, LODGE NO. 5,
CAPTAINS, MAJORS, AND LIEUTENANT COLONEL

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AGREEMENT

This Agreement was entered into effective **July 1, 2026,** by and between the Government of New Castle County, Delaware, hereinafter referred to as "the County," and the Fraternal Order of Police, New Castle County Lodge No. 5, hereinafter referred to as "the FOP."

For New Castle County:

_____ _____

The Honorable Marcus Henry — Date
County Executive

For Fraternal Order of Police, Lodge #5:

_____ _____

Jonathan Yard — Date
President, Fraternal Order of Police, Lodge 5

ARTICLE 1

PURPOSE AND DEFENSE OF AGREEMENT

A. It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the County Government and the FOP unit covered hereby to ensure true collective bargaining under State law, to establish salaries, hours, working conditions, pensions as permitted by applicable law, and other terms of employment, consistent with availability of public funds and with the goals and purposes of the Merit System as established by County Ordinance and Regulation. The County Government and the FOP jointly pledge their cooperation to work together in the public interest to secure continued improvement in the services offered to the citizens of the County in accordance with the objectives of the Reorganization Act.

B. The parties agree to cooperate in the defense of this Agreement if any portion of it is alleged to be void, illegal, or unconstitutional by any third party, including litigation or administrative actions instituted by

individual members of FOP without the express authorization of FOP. The FOP's duty of cooperation defined herein shall not apply to any claim presented by or on behalf of FOP. "Cooperate" as defined by this section includes a) meeting with County employees and FOP Representatives and their attorneys involved in the defense of any action with the scope of this section; b) timely sharing non-privileged information relevant to the defense of any such action; and c) providing affidavits, declarations, and/or testimony supporting the defense of such actions. If the FOP determines that its obligations in this Section impair any member's right, it shall provide the County with a written notice of objection, stating the basis therefore, with five (5) business days following any County demand.

ARTICLE 2

MANAGEMENT

A. It is understood and agreed that the County Government possesses the sole right to conduct the County's business and to carry out its obligations including all legislative powers vested in County Council and Administrative powers vested in the County Executive and the Chief of Police as established by laws through ordinances, resolutions and rules and regulations of the Merit System and the Police Department and that all management rights repose therein.

B. The County and the FOP will meet and negotiate if there are any future changes or alterations to current State law and/or the Law Enforcement Officers Bill of Rights which impact on any Article or provision of this Agreement.

ARTICLE 3

RECOGNITION

A. The County Government recognizes the FOP as the sole and exclusive bargaining agent for all employees covered by this Agreement for the purpose of collective bargaining with respect to salaries, rates of pay, hours of employment, grievance handling, and other conditions of employment.

B. The term "employee(s)" as used in this Agreement shall include all Police Officers stated in specific numbered certifications of the Public Employment Relations Board (PERB) including Police Captains, Police Majors and Police Lieutenant Colonel and excluding from this bargaining unit all Police Officers below the rank of Captain and all other employees of the County Government of New Castle County.

C. The term “designee(s)” when used in connection with the Chief of Police shall mean a Captain, Major or Lieutenant Colonel.

ARTICLE 4

FOP SECURITY

A. All County Police Officers shall have the right to join or refrain from joining the FOP.

B. The FOP agrees that it shall fully and fairly represent all members of the bargaining unit.

ARTICLE 5

DEDUCTION OF FOP DUES

A. The County agrees to deduct the periodic membership dues uniformly required by the FOP as a condition of acquiring or retaining membership in accordance with the constitution and by-laws of the FOP from the pay of employees who certify that they authorize such deductions and who execute the "Authorization for Check-off of Dues" form.

B. Employees who certify that they authorize such deductions and execute the "Authorization for Check-off of Dues" form assign to the FOP from any wages earned or to be earned from the County as an employee the regular periodic dues and initiation fee or such an amount as may hereafter be established by the FOP and become due to it as said membership dues in the FOP.

C. Dues deductions shall be remitted to the designated financial officer of the FOP not later than the ten workdays, as defined in Article 7 (F), after each bi-weekly pay in which the dues were deducted.

D. Upon the proper transmittal of the FOP dues, the County has discharged its obligation to the FOP. The FOP agrees that it shall indemnify and hold the County harmless for any and all claims, demands, suits, actions, charges, grievances or liability of any kind or nature that may arise from, in connection to or by reason of any action taken or not taken by the County for the purpose of complying with any of the provisions of this Article, including any assessments or fees other than a regular membership fee, and the FOP further agrees that it shall

reimburse the County for any reasonable legal fees or expenses incurred in defending against any such action. The FOP shall not be liable, however, if the claim arises because of the County's negligence or willful misconduct.

E. If the FOP changes the frequency or the amount of dues to be deducted from its members, it shall notify the Chief Human Resources Officer ("CHRO") in writing at least sixty (60) workdays prior to the effective date of such change. The County agrees to implement such a change within the sixty (60) workday period provided the required written notice has been given by the FOP.

ARTICLE 6

FOP GRIEVANCE REPRESENTATIVES

A. The employees in the bargaining unit shall be entitled to be represented by one grievance representative, chosen by the members of the bargaining unit. Said representative does not need to be a member of this bargaining unit.

B. If an area grievance representative is not available for the investigation and processing of grievances as specified in the grievance procedure here due to being absent from work, an alternate from the grievance representative's area or the Chairperson of the Grievance Committee may be appointed by the President of the FOP to serve until the area representative shall return. The President of the FOP shall notify the Chief of Police and the CHRO, in writing, of such alternate's appointment and the term thereof, in order that County Government management personnel involved in the grievance procedure will recognize the alternate.

C. The FOP agrees to furnish the Chief of Police and CHRO a complete list of all elected officers and representatives of the FOP together with their titles of responsibility.

ARTICLE 7

GRIEVANCE PROCEDURE

A. A grievance is any unresolved question or dispute regarding the wages, hours, terms, or conditions of employment, including unresolved questions or disputes concerning the interpretation and application of this Agreement. Such grievance should state the relevant Article(s) and subsections of this Agreement allegedly violated.

B. This procedure is designed to provide a peaceful and informal method of settling all such grievances while maintaining the professional integrity of employees covered by the Agreement. The parties agree that proceedings under this Article be kept informal and confidential as may be appropriate.

C. The FOP is obligated, when reviewing or submitting complaints, grievances, appeals, or problems encountered, to make every reasonable effort to ascertain, document, and present the true facts relating to the situation to facilitate appropriate and timely resolution or action. The County agrees to make available to the FOP such records as the County and the FOP deem appropriate.

D. It shall be the firm policy of the County to assure every employee an unobstructed use of his/her grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional status.

E. Time limits as set forth herein may be extended, in writing, by Agreement of the parties.

F. The term "workday," whether singular or plural, as used in this Article and in Article 5, shall be defined to include only Monday, Tuesday, Wednesday, Thursday, and Friday and shall exclude Saturdays, Sundays, holidays and special holidays.

G. GRIEVANCE SUBMISSION

1. Grievances shall be processed as rapidly as possible in accordance with the following procedure:

(a) Employees shall have the right to represent themselves with the County and have such grievance(s) adjusted without the intervention of the FOP, provided the adjustment is consistent with the terms of the Agreement or the rights of other employees then affected and a grievance representative shall present. Such rejection of FOP representation shall be evidenced by the employee on a written waiver form executed by the employee and submitted to the FOP. Notwithstanding any provision of this Agreement to the contrary, members who represent themselves do not obtain independent legal standing or rights to enforce the terms and conditions of this Agreement and shall not become independent parties to this Agreement for any purpose whatsoever.

(b) Grievances will not be considered under the grievance procedure unless signed by the Chairperson of the Grievance Committee or the grievance representative and presented within twenty (20) days of the grievant's scheduled workday after the employee becomes aware of the circumstances giving rise to the grievance, but in no case shall exceed twenty (20) workdays. If the employee seeks, pursuant to subsection (c) below, an informal resolution of the issue that may constitute a grievance, the time for filing a grievance is extended for an additional five (5) workdays after the employee is notified of the Chief of Police's proposed, informal resolution.

(c) Any employee may seek resolution of any issue that may be grieved by informally discussing the issue with the Chief of Police or designee. After discussion with the employee, the Chief of Police or designee may propose an informal resolution. If accepted by the employee, no grievance may be filed. If not accepted, the employee shall have five (5) workdays from the date he/she is notified of the proposed informal resolution to file a formal grievance.

2. GRIEVANCE STEPS

(a) Step One: Director of Public Safety

(i) Any employee or one designated member of a group of employees having a grievance and/or his/her or their grievance representative shall file a grievance signed by the employee(s) and present it to the Director of Public Safety. The Director of Public Safety shall have five (5) workdays from date of receipt of the grievance in which to schedule a Step One hearing. The Step One hearing shall be held within twenty (20) workdays of receipt of the grievance by the Director of Public Safety. A written decision on the matter shall be provided to the grievant by the Director of Public Safety within fifteen (15) workdays of the Step One hearing.

(ii) If the affected employee is dissatisfied with the decision of the Director of Public Safety, he/she or his/her designated grievance representative may appeal

to Step Two. An appeal to Step Two must be filed within five (5) workdays of the date of the written Step One decision.

(b) Step Two: Chief Administrative Officer

(i) Within thirty (30) workdays of the receipt of any appeal from a Step One grievance decision, the Chief Administrative Officer ("CAO") or designee shall hold a Step Two hearing.

(ii) To perfect an appeal to the CAO or designee, the FOP must submit a written position statement, no greater than two (2) pages in length, that includes relevant facts and contract provisions and may include legal/arbitral authorities that support the appeal. The FOP's position statement must be provided to the CHRO at the time the appeal is filed. The County must submit a brief, written position statement, no greater than two (2) pages in length, that includes relevant facts and contract provisions and may include legal/arbitral authorities that support opposition to the appeal within five (5) business days of the submission of an appeal by the FOP. The County position statement must be provided to the FOP Grievance Chairperson at the time of submission to the CAO.

(iii) The CAO or designee may conduct investigations, appoint advisory committees, require the attendance of members of the department as witnesses and require the production or examination of records, books, papers and other documents relating to the matter as they deem necessary. The FOP Grievance Committee, through the CHRO, shall have the authority to require the attendance of members of the Department or other County departments as witnesses and require the production or examination of relevant records, books, papers and other documents relating to the matter.

(iv) The County's CAO designee may be the Deputy CAO, CHRO, or Chief of Staff. Should these officials be unavailable, the parties may agree on a different person to serve as the Step Two Hearing Officer.

(v) The employee, grievance representative, and/or members of the grievance committee and/or counsel shall present the grievance at the Step Two hearing.

(vi) The CAO shall submit the Step Two decision in writing, within ten (10) workdays and shall affix his or her signature thereto.

(c) Step Three: Appeal to Arbitration

(i) The decision of the Step Two hearing officer may be appealed to arbitration, provided that a request for arbitration shall be filed with the American Arbitration Association ("AAA") under the current Labor Arbitration Rules within thirty (30) calendar days after the Step Two decision has been given in writing by the Step Two hearing officer to the FOP President. Otherwise, the case shall be settled based on the Step Two decision.

(ii) The arbitrator shall be selected from the membership of the AAA by mutual agreement of the County and the FOP. If the parties cannot agree on a selection within ten (l0) workdays after the parties' receipt of a list of available arbitrators from the AAA, the arbitrator shall be selected under the Labor Arbitration Rules of the AAA.

(iii) Notwithstanding any provision of this Article to the contrary, the parties may mutually agree in writing to substitute any commercially reasonable method of alternative dispute resolution or other third-party neutral practice, including establishing a standing panel of arbitrators, in satisfaction of the Step Three functions laid out herein.

(iv) The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the record is closed.

(v) The arbitration award shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted. The arbitrator shall be without power to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of

this Agreement. The arbitrator shall have no power to establish or change any wage rate or the job content of any classification or modification of any wage schedule.

(vi) In case of a grievance involving any continuing or other money claim against the County, no award shall be made by the arbitrator, which shall allow any alleged accruals prior to the date when such grievance shall have been presented to the County in writing except in a case whereby the employee or the FOP due to lack of knowledge could not know prior to that date that there were grounds for such a claim. In such cases, retroactive claims shall be limited to a period of thirty (30) calendar days prior to the date the claim was first filed in writing.

(vii) The fee for the arbitrator's service and expenses, the administration fee of the AAA, and the cost of the proceedings shall be borne equally by the County and FOP. If either party desires a verbatim record to be made, it shall pay for the record and supply the arbitrator with a copy. Should the other party desire a copy(s) it can be obtained at the cost of that party.

3. The FOP has the right to initiate a system-wide grievance at Step Two without necessarily representing a single grievant. The County has the right to bypass Step Two for a system-wide grievance. The County may not bypass Step Two unless it has provided FOP notice of its intent to bypass within five (5) business days of the receipt of FOP's position statement required by this Agreement.

ARTICLE 8

DISCIPLINARY ACTION

A. It is agreed and understood that the County has the right to the maintain discipline. Any disciplinary action taken by the County shall be subject to appeal rights as provided in the grievance procedure herein.

B. The forms of discipline shall include dismissal, demotion, suspension without pay (including suspension of off-duty paid job assignments), transfer, written reprimand, and oral reprimand. Suspension of off-duty paid job assignments will not be used as a separate form of discipline (i.e., separate from suspension without pay), unless the disciplinary

action arises out of a police officer's performance of a paid job assignment.

C. Any other form of discipline not specified in B above shall be approved by the FOP prior to its implementation.

D. The County agrees that it will not require employees to work extra-duty hours, as a form of discipline, without the appropriate compensation.

ARTICLE 9

INTERNAL INVESTIGATION

A. Establishment

The following internal investigation procedures are established and shall be followed when a police officer is questioned in connection with an investigation of his/her conduct. It is understood that police officers exercise a difficult, but important role in the maintenance of law and order. Their constant responsibility to act within the framework of law, and in a manner which properly reflects the discipline of the Department requires that reporting procedures be established to maintain officer accountability. On the other hand, it is important that in the process of requiring officers to render account for their use of power, they are not required to sacrifice important rights safeguarded to all other citizens.

B. Definition of Internal Investigation

An internal investigation is any examination, question, inquiry, investigation, scanning or other method designed to examine certain points of information, either based on fact or hearsay, which may ultimately result in the disciplining of a police officer for alleged violations of law, governing rules and regulations, directives or other rules of conduct.

C. Professional Standards Unit

The department shall establish a unit, to be known as the Professional Standards Unit, which shall be responsible for handling internal investigations.

D. Duty to Cooperate and *Garrity* Rights

1. The Department recognizes that, for purposes of criminal prosecution, officers do not automatically waive their

Constitutional privilege against self-incrimination when questioned regarding an internal investigation. However, every police officer shall answer questions posed to him/her by officers of the Professional Standards Unit. If a police officer refuses to answer questions upon being advised of his/her *Garrity* Rights, he/she may be placed on administrative leave without pay by the Chief of Police or designee immediately upon refusal.

2. If an officer is cooperative, but reasonably requests additional time to retain counsel and/or legal representation, he/she shall be placed on administrative leave with pay for no more than twelve (12) calendar days and he/she shall be paid his/her base rate of pay. Should the employee continue to refuse to answer questions posed by the Professional Standards Unit after the twelve (12) days mentioned above, he/she may continue on administrative leave, but it shall be without pay or benefits. However, if no criminal charges are placed against the employee, he/she shall be reinstated with full benefits and back pay at his/her base rate.

E. Complaints

When a complaint is made against a police officer, a preliminary review of the complaint will be conducted using all available resources, including but not limited to: body worn camera footage, video surveillance footage, audio recordings, and/or witness testimony. If there is just cause to investigate, the complaint will be fully and properly investigated. If there is no corroborative evidence in support of the complaint, then the complaint shall be classified as unfounded, and the employee shall not be required to submit a written report or memorandum.

F. Procedure

The following procedures are established to ensure certain rights of police officers under investigation and shall not be construed to limit supervisory or command authority in normal operations. To ensure that internal investigations are conducted in a manner which is conducive to good order and discipline the following procedures are established:

1. Every police officer shall answer questions upon the request of officers of the Professional Standards Unit, subject to the provisions in subsection D above. Before questioning of the police officer occurs, he/she shall be apprised of the following: identity of the officer in charge of the investigation, identity of

the officers conducting the investigation, their names, ranks, and assignments, the nature of the investigation including any alleged violations of rules and regulations and/or orders, or any other allegations. The police officer shall be notified of the complainant's name, if available. The police officer shall also be advised whether his/her involvement in the investigation is as a principal or witness at the time of questioning.

2. The questioning of a police officer shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward and preferably when the police officer is on duty.

3. The questioning of a police officer shall be conducted at police headquarters, the County Administration Building, or the place where the incident allegedly occurred, as designated by the investigating officer, unless otherwise waived by the officer being investigated.

4. All questions directed to the officer under investigation shall be asked by and through no more than two (2) interrogators.

5. Interrogation sessions shall be for a reasonable period and shall allow time for such personal necessities and rest periods as are reasonably necessary.

6. If a complete record, either written, taped or transcribed, is kept of the interrogation of the police officer, a copy of the record shall he available to the officer or his/her counsel upon request.

7. If the officer under interrogation is being investigated in reference to violation of a criminal statute, he/she shall be completely informed of his/her rights prior to the commencement of the interrogation.

8. At the request of any officer under interrogation, he/she shall have the right to be represented by counsel or other representative of his/her choice, who shall always be present during the interrogation, unless waived by the officer.

9. Directives and orders concerning internal investigations inconsistent with the guidelines set forth herein shall be modified accordingly.

10. The Department shall not insert any adverse material into any file of an officer except the file of the internal investigation, unless the officer has an opportunity to review, sign, receive a copy of, and comment in writing upon the adverse material.

11. If the County is required by subpoena to produce a Professional Standards Unit file or part of a file and an employee is party to the proceedings or an officer may be required to testify, the officer may review the produced files.

12. Prior disciplinary actions related to discriminatory policing, harassment, and/or tampering with evidence, may be considered for purposes of establishing a pattern or practice of unacceptable behavior and may be used for purposes of future progressive discipline regardless of when the prior disciplinary action occurred. An employee who receives no discipline for three years from the last discipline shall not have prior discipline for infractions unrelated to discriminatory policing, harassment, and/or tampering with evidence considered against him/her for purposes of future progressive discipline.

G. Legal Defense and Police Professional Liability Insurance

1. The County agrees to provide defense counsel for any employee subjected to or threatened with civil or criminal prosecution because of the lawful performance of his/her duties as an employee of the County. All reasonable efforts will be made to provide counsel acceptable to both the County and the employee, but the final determination as to who shall serve shall rest with the County alone. The County agrees to accept responsibility for all reasonable and necessary expenses connected to the defense of the employee, but in no event shall the County pay, or be responsible or liable for, any assessment of punitive damages, or for fines beyond the cost of the defense in a suit in which the employee is found to have acted wantonly and/or maliciously.

2. The FOP or the employee may provide or obtain such additional counsel as they may deem necessary for the proper defense of the employee without prejudice to or relief of the County's responsibility in the provision of counsel as provided for in paragraph 1 above.

3. The County shall provide police professional liability insurance coverage which shall include protection against false arrest and

civil suit damages for each individual employee in the performance of his/her duties. Said coverage shall be for a maximum benefit of one million dollars ($1,000,000.00) per claim.

ARTICLE 10

DISCRIMINATION

A. The County shall not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required in this Agreement on behalf of members of this bargaining unit.

B. The FOP agrees to represent employees in the unit by admitting persons into membership without discrimination on the basis of race, color, creed, national origin, marital status, age, gender, sexual orientation (defined as heterosexuality, homosexuality or bisexuality), or political affiliation; further, the FOP recognizes its responsibility of non-interference, restraint of coercion of any employee of the County in the performance of his/her duty.

C. There shall be no discrimination by the FOP or the County because of race, color, creed, national origin, marital status, age, gender, sexual orientation (defined as heterosexuality, homosexuality, or bisexuality), or political affiliation, or any other classification protected by law.

ARTICLE 11

PROBATIONARY STATUS PERIOD

A. Employees who are appointed to a higher rank must serve a probationary period of one (I) year during which time the individual must meet the requirements of the new rank as established by the Chief of Police. Failure to meet the requirements will subject the individual to reduction to former rank.

B. Nothing in subsection A above is to be construed as limiting the Chief of Police in the promotion of personnel as vacancies or operations may demand.

C. Employees who are disciplined up to an including dismissal during the probationary period defined above may challenge such discipline through the contractual disciplinary grievance procedure executed by and between NCC and the FOP as allowed by 11 *Del. C.* § 9203. Any

separation from service of a probationary employee having been sworn and assigned regular duty shall require the approval of the CHRO.

ARTICLE 12

SENIORITY

A. Employee names shall be placed on the seniority list by classification in order of their seniority as of the most recent date of hire. County-wide seniority shall be used for measuring accrual of benefits and increments. If there is a tie in seniority, the employee with the highest last three digits in his/her social security number shall be considered the senior employee. If a tie exists when these last three digits have been reviewed, the employee with the last four highest digits in his/her Social Security number shall be considered the senior employee.

B. The Office of Human Resources shall keep the seniority lists up-to-date. Upon request, the President of the FOP may inspect the seniority list in the Office of Human Resources.

C. An employee shall lose seniority standing if separated from County employment except for a layoff not exceeding two years.

D. Layoffs, when necessary, shall begin with those employees having the least seniority in the positions covered by this Agreement in the affected occupational classification. A senior employee may displace the junior employee in a lower classification after exhausting his/her seniority within his/her own classification. Employees who can retain employment with the County by exercising their seniority but elect not to do so and, in lieu thereof, choose to leave County service shall be considered to have resigned voluntarily.

E. Employees who have been laid off shall have recall rights in the inverse order of layoffs according to seniority for a period of two years. The employee shall be given one option of returning. If he/she elects not to return, all further recall rights shall be forfeited. If recalled within the two-year period, employees shall not be required to attend a police academy.

F. No employee may be bumped by a person outside of the bargaining unit because of a reduction in force.

ARTICLE 13

HOLIDAYS WITH PAY

A. The following shall be holidays with pay each year:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Election Day (every other year)
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve (Normal workday to be 4 hours)
Christmas Day

The above specified holidays with pay shall be scheduled for celebration each year and the dates of observance shall be those specified by the State of Delaware or County Executive for such holidays.

1. Special Holidays

   Such other days as the Governor and/or County Executive may designate as holidays with pay shall be known as special holidays.

2. Floating Holidays

   Effective January I, 2023, employees shall be granted two floating holidays each calendar year. Floating holidays must be taken by December 31st of each year. Unused floating holidays shall not carry over to the next calendar year. Floating Holidays shall be taken in 8 hour, one day, increments. Floating Holidays requests made prior to April 1 will be approved on the basis of seniority. Requests on or after April 1 will be approved on a first- come first serve basis

B. Employees required to work a holiday, with the exception of those mentioned in Article 13(A)(2) above, shall receive, at their option, either 8 hours of vacation added to their accrued vacation time or time

and one-half their regular rate of pay for such hours worked in addition to holiday pay.

C. Whenever the holiday falls on a Saturday, the preceding Friday shall be considered the holiday; and whenever the holiday falls on a Sunday, the following Monday shall be considered the holiday.

For employees whose work cycle requires them to work Saturday or Sunday, the holiday shall be celebrated on the actual day.

D. An employee shall have the option of receiving his/her holiday pay in separate semi-annual checks. Such payments would be made on June 30 and December 15. If an employee chooses to exercise this option, it is understood that it would be effective for one (1) year, after which the employee may choose to again exercise the option or not. This option must be exercised prior to January 1 of each year.

E. To receive holiday pay, the employee must work the last scheduled workday prior to and the next scheduled workday following the holiday if work is available. Holiday pay shall be granted if absence is due to any paid leave granted by the County.

F. Employees who have holiday work assignments and fail to report and perform such work for any reason other than set forth above, shall not receive pay for the holiday.

ARTICLE 14

VACATIONS

A. Employees of the County covered by the terms of this Collective Bargaining Agreement who meet the eligibility criteria as of December 31 of a given year shall be granted vacation with pay, or a vacation allowance in lieu thereof in accordance with the requirements outlined below. With regard to vacation allowance in lieu of vacation time off, it shall be at the County's option and complete discretion whether to provide to an employee at his/her request a vacation allowance in lieu of vacation time off.

(1) Employees on the payroll of the County who shall have one (1) year of accumulated service with the County on December 31 but less than (5) years, shall be entitled to ten (10) days of vacation in the following year.

(2) Employees on the payroll of the County who shall have five (5) years of accumulated service with the County on December 31

but less than ten (10) years, shall be entitled to fifteen (15) days of vacation in the following year.

(3) Employees on the payroll of the County who shall have ten (10) years of accumulated service with the County on December 31 but less than fifteen (15) years, shall be entitled to twenty (20) days of vacation in the following year.

(4) Employees on the payroll of the County who shall have fifteen (15) years of accumulated service with the County on December 31 shall be: entitled to twenty-five (25) days of vacation plus one (1) additional day of vacation for each successive year of accumulated service in the following year.in the following year.

(5) Employees on the payroll of the County who have completed more than fifteen (15) years of accumulated service with the County on December 31 shall be entitled to twenty-five (25) days of vacation plus one (1) additional day of vacation for each successive year of accumulated service in the following year.

B. Any employee completing the fifth (5th) year of accumulated service or the tenth (I 0th) year of accumulated service or the fifteenth (15th) year of service with the County during the current vacation year shall be entitled to fifteen (15) days of vacation or twenty (20) days of vacation or twenty- five (25) days of vacation in the current vacation year. Any employee completing more than fifteen (15) years of accumulated service shall be entitled to twenty-five (25) days of vacation and one (1) additional day of vacation for each successive year of accumulated service in the current vacation year.

C. Vesting

(1) Vacation with pay shall vest as of December 31 of the calendar year proceeding the then current vacation year.

(2) Employees falling under the scope of this Agreement who qualify for a vacation on the vesting date and are terminated from the payroll of the County before taking vacation, shall receive vacation allowance at time of termination in lieu of vacation time off. However, in the event any employee voluntarily resigns, he/she shall be required to give two (2) weeks' notice of such intention to be eligible for the benefit accruing under this Paragraph.

(3) Employees who terminate due to the retirement provisions of the Merit System Rules and Regulations, shall be paid a vacation allowance in accordance with the following schedule:

(a) For any employee who would be entitled to ten (10) days of vacation if he/she worked until the following December 31, one (I) day of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of ten (10) days.

(b) For any employee who would be entitled to fifteen (15) days of vacation if he/she worked until the following December 31, one and one-half (1.5) days of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of fifteen (15) days.

(c) For any employee: who would be entitled to twenty (20) days of vacation if he/she worked until the following December 31, two (2) days of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of twenty (20) days.

(d) For an employee who would be entitled to twenty-five (25) days of vacation if he/she worked until the following December 31, two and one-half (2.5) days of vacation for each completed month of service after the preceding December 31, to a maximum of twenty-five (25) days.

(e) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she had worked until the following December 31 ("the employee's total vacation days") the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of accumulated service, after the preceding December 31, to a maximum of the employee's total vacation days. For example, if an employee were entitled to thirty-four (34) vacation days if he/she had worked until the following December 31, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of accumulated service, to a maximum of thirty-four (34) days.

(4) In the case of an employee who is on an approved leave of absence when vacation is vested on December 31, he/she shall be credited with vacation, upon his/her return, for each full month of service which was completed before the leave began in the preceding calendar year. The vacation shall be credited during the current calendar year, in accordance with the following formula:

(a) For an employee who would be entitled to ten (10) days of vacation if he/she worked until the preceding December 31, one day of vacation for each completed month of accumulated service, to a maximum of ten (10) days.

(b) For an employee who would be entitled to fifteen (15) days of vacation if he/she had worked until the preceding December 31, one and one-half (1.5) days of vacation for each completed month of accumulated service, to a maximum of fifteen (15) days.

(c) For an employee who would be entitled to twenty (20) days of vacation if he/she had worked until the preceding December 31, two (2) days of vacation for each completed month of accumulated service, to a maximum of twenty (20) days.

(d) For an employee who would be entitled to twenty-five (25) days of vacation if he/she had worked until the preceding December 31, two and one-half (2.5) days of vacation for each completed month of accumulated service, to a maximum of twenty-five (25) days.

D. For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she had worked until the preceding December 31 ("the employee's total vacation days") the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of accumulated service, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to thirty-four (34) vacation days if he/she had worked until the preceding December 31, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of accumulated service, to a maximum of thirty-four (34) days.

E An employee who is on an approved leave of absence during the current calendar year but returns to work before December 31 shall vest vacation according to the following formula:

(1) For an employee who would have been entitled to ten (10) days of vacation if he/she had worked during the entire calendar year, one (l) day of vacation for each completed month of service in the current calendar year, to a maximum of ten (10) days.

(2) For an employee who would have been entitled to fifteen (15) days of vacation if he/she had worked during the entire calendar year, one and one-half (1.5) days of vacation for each completed month of service in the current calendar year, to a maximum of fifteen (l5) days.

(3) For an employee who would have been entitled to twenty (20) days of vacation if he/she had worked during the entire calendar year, two (2) days of vacation for each completed month of service in the current calendar year, to a maximum of twenty (20) days.

(4) For an employee who would have been entitled to twenty- five (25) days of vacation if he/she had worked the entire calendar year, two and one-half (2.5) days of vacation for each completed month of service in the current calendar year, to a maximum of twenty-five (25) days.

(5) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she had worked during the entire calendar year ("the employee's total vacation days"), the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of service in the current calendar year, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to thirty-four (34) vacation days if he/she had worked the entire calendar year, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of service in the current calendar year, to a maximum of thirty-four (34) days.

F. Vacation Scheduling

The scheduling of vacation period shall be subject to the approval of the Chief of Police and, in an emergency, may be subject to change.

Initial vacation requests made prior to March 1 will be selected based on seniority.

An employee who does not receive his/her requested vacation shall have until March 15 to resubmit the vacation request in accordance with the foregoing procedure. After March 15, vacations will be granted on a first come, first served basis based upon the date submitted, with seniority serving as a tie breaker.

Vacations scheduled prior to March 15 shall not be canceled due to transfers unless an emergency exists, as per the first paragraph of this section.

G. Vacation time will be credited and subtracted in hours, based on the employee's regularly scheduled eight (8) hour shift.

H. The vacation year shall begin March 1 and end on the last day of February. Vacation must be applied for and taken during this period. A maximum of 787.5 hours of vacation may be accumulated and carried over, subject to the following provisions:

(1) An employee carrying over up to 240 vacation hours must take at least 40 hours of vacation in each vacation year; and

(2) An employee carrying over 240 to 787.5 vacation hours must take at least 80 hours of vacation in each vacation year.

I. During the period governed by seniority, vacation requests for dates during the months of June, July, and August of two (2) consecutive scheduled full workdays or more will have priority over vacation requests of one (1) day.

J. If a holiday falls within an approved scheduled vacation period, the employee shall be entitled to an additional day of vacation in lieu of holiday pay.

K. (1) The County shall provide the payroll check covering the vacation period in advance of the scheduled vacation, if requested at least two (2) weeks before the advance payroll check is to be issued.

(2) The County will make every effort to ensure that vacations taken in lieu of holiday or overtime day pay will be recorded on the employee's next paycheck or as soon thereafter as possible.

ARTICLE 15

SICK LEAVE

A. Each full-time employee is entitled to sick leave with full pay in accordance with the following provisions:

An employee shall be credited with one (1) day of sick leave for each completed month of service. Accumulation of sick leave is unlimited.

Sick leave may be used to prevent loss of pay when absent for:

(1) Personal illness or injury, when not covered by worker's compensation.

(2) Medical, dental, or optical appointment. Up to four (4) hours of sick leave shall be granted for such appointments, unless factors such as unusual travel or recuperative problems occur. Additional time shall be granted in these instances if supported by a copy of the appointment form or other acknowledgment supplied by the treating physician.

An employee who has prior knowledge that he/she may have to use sick leave for medical, dental, or optical appointments shall make application for this type of sick leave on forms prescribed by the County, specifying the name and location of the physician and the date and time of the appointment. Such application for sick leave usage must be made at least twenty-four (24) hours in advance for an employee to be entitled to use sick leave to cover his/her absence. Inability or failure to notify the County twenty-four (24) hours in advance shall require the employee to provide an explanation to the Chief of Police or designee. If a medical emergency precludes the employee from applying for sick leave in advance of a medical, dental, or optical appointment, he/she shall be required to complete the application form immediately following his/her return to work and properly verify such emergency by supplying a statement from his/her physician. To receive compensation for sick usage for a medical, dental, or optical appointment, the employee shall also he required to report his/her inability to be on duty, as specified in subsection C below, if such an appointment precludes his/her coming to work at his/her regularly scheduled starting time.

(3) Quarantine in the home, or when upon the advice of a physician it appears that the presence of an employee would jeopardize the health of fellow employees.

(4) Illness requiring personal attention of an employee due to the illness or injury of an individual with whom the employee resides or to care for a member of the immediate family who has a 'serious health condition' as defined by the Family and Medical Leave Act for whose care the employee is responsible. The immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or any relative residing in the same home or any person with whom the employee has made his/her home. The limit under this paragraph shall be ten (10) days per year. Further usage shall require the approval of the Chief of Police or designee.

(5) The County and the FOP agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a program directed toward their rehabilitation.

B. To receive compensation for sick leave, it is the employee's responsibility to report his/her inability to be on duty and the reason at as early an hour as practical, but in any event prior to the time set for the beginning of his/her daily duties.

C. Sick leave will be credited and subtracted in hours, depending on the employee's regularly scheduled eight (8) hour shift.

(1) To receive payment for sick leave, any employee who is absent for personal illness for three (3) or more consecutive days may be referred to the County's designated medical facility upon returning to work unless he/she presents a medical certificate. If the employee returns to work without a medical certificate, he/she shall immediately report to his/her supervisor who shall determine whether or not the employee should start work or be referred to the County's designated medical facility.

(2) After an absence of three (3) or more consecutive days, due to a personal, non-occupational injury, an employee shall not be permitted to return to work unless he/she presents a medical certificate from his/her physician.

D. Time off without loss of pay or sick leave shall be granted as follows:

(1) In the case of a death of a member of the immediate family, defined in Section (38), paragraph (d), no deduction of hourly rate may be made for absence of four consecutive workdays.

(2) In the case of the death of a near relative, defined as grandparent, first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, absence on the day of the funeral shall be allowed, provided it is a regularly scheduled workday for the employee. The employee may be required to provide verification in order to be granted this leave.

(3) If Congress enacts legislation providing for involuntary induction into the military, absence necessitated by examination connected with possible Selective Service induction shall be allowed without charge against sick leave.

E. Notwithstanding any other provision of this Article 15 to the contrary, each employee may designate up to 3 days of accrued sick leave each year as "Emergency Leave." "Emergency Leave" designation is permitted only in full day increments and only when the employee is presently unable to report to duty caused by any of the following: 1) a serious, sudden, and unforeseen accident directly involving the employee, 2) damage to the employee's residence(s) due to an emergent event (not to include income earning properties in which the employee does not reside), 3) a serious, sudden, and unforeseen accident directly involving a member of the employee's immediate family, or 4) damage to the principle residence of a member of the employee's immediate family due to an emergent event. No other causes qualify as a basis for an employee to designate sick leave as Emergency Leave. Employees must produce documentation to support the designation of Emergency Leave when requested. The term "immediate family" as used in this subsection shall have the same meaning as set forth in Section A, subsection 4 of this Article. Designation of Emergency Leave must follow the procedure outlined in the applicable sections of the Division of Police Policy related to Compensation, Benefits, and Conditions of Work (currently Appendix 22-C).

F. In the case of an extended illness where an employee has exhausted all his/her accumulated sick leave, vacation time, and any other available paid leave the FOP may request that an advancement of unearned sick leave be loaned to such an employee. The FOP shall bring the matter to the attention of the CHRO or designee who may, at his/her sole discretion, grant a sick leave loan up to ten (10) days, provided that a written statement from the employee's physician has been submitted which indicates the reason for the extended illness. The CHRO may

recommend that the County Executive grant an additional sick leave loan of up to twenty (20) days. Such advancement of unearned sick leave shall be considered a loan and shall be repayable to the County. When the employee returns from his/her extended illness and begins to accumulate sick leave, one-half day of sick leave per month shall be deducted from the employee's balance until the entire sick leave loan has been repaid; the employee may elect to repay the sick leave loan in excess of one-half day per month. All such loans must be reimbursed to the County before any request for additional sick leave loan will be granted. When an employee who has received an advance loan leaves the County service and the loan has not been repaid, the County will be reimbursed for the remaining sick leave balance, except in the case of death or full disability.

G. (1) Sick leave shall be certified by the Chief of Police or designee upon forms prescribed by the Office of Human Resources which shall maintain complete and accurate leave records. Records of sick leave accumulated and taken shall be available to the employee or the FOP. Accumulated sick leave of employees shall be credited on their personnel records.

(2) Title 29, Chapter XIV, Part 1604 of the Code of Federal Regulations requires that the County comply with the guidelines on employment policies relating to pregnancy and childbirth which have been set forth therein by the Equal Employment Opportunity Commission. In accordance with these guidelines, the County agrees to the following provisions:

(a) An employee shall be permitted to continue working until such time as the employee's physician determines that the employee is no longer physically able to perform her regular job duties. It is the employee's responsibility to inform her physician as to the nature of her regular job duties.

(b) An employee may request a leave of absence without pay, as set forth in Article 19(A)(4), to cover disabilities relating to pregnancy, childbirth and recovery there from. The leave must be for a definite period of time so that the substitute may know his/her status. The employee must return at the close of her leave or forfeit her position .and her seniority.

ARTICLE 16

FOP SICK BANK

A. The County and the FOP agree to maintain a Sick Leave Bank (Bank) for the exclusive use of FOP Members. The Bank shall be utilized to provide additional sick leave days for employees to address catastrophic health care conditions. Participation in the Bank is voluntary, and the use of the benefit shall be limited to participating members.

(1) An eligible employee who seeks to join the bank must donate a minimum of one (1) day up to a maximum of twelve (12) days of accrued sick leave annually, during the open enrollment period. The open enrollment period shall be January 1st through January 31st of each year. To remain an active member, eligible employees must donate accrued sick leave on an annual basis.

(2) Eligible employees who wish to enroll in the Bank must complete an enrollment form to be established by the Office of Human Resources. Enrollment forms must be submitted electronically or in hard copy form to the Office of Human Resources.

(3) A member may withdraw up to one consecutive year (12 months) of leave in a five-year period.

(4) To qualify for Bank usage, a member must meet all of the following requirements:

(a) A member must have exhausted all his/her sick, vacation, compensatory, or other accrued leave.

(b) A member must be an active member of the Bank.

(c) A member must have a need for a continuous absence due to their own catastrophic health condition.

(d) A member must provide medical documentation of his/her catastrophic health condition.

(e) A member must obtain approval from the CHRO and the FOP prior to any utilization of the Bank.

(5) To request leave from the Bank, an eligible employee must submit a request through the FOP to the CHRO. A copy of the employee's medical documentation must accompany the request for leave. The CHRO may request additional information from the Chief of Police or Public Safety Director. The CHRO will notify the employee in writing of the approval or denial of the request.

(6) The County and the FOP shall be jointly responsible for establishing the policies and procedures to govern administration of the Bank. At the end of each calendar year, unused days shall remain in the Bank for future use.

ARTICLE 17

DRUG TESTING

A. (1) In addition to drug testing of employees due to incident or due to reasonable suspicion, the parties recognize that the County may engage in random drug testing of employees. Employees shall be selected by an objective, random method. It is in the spirit of safety and cooperation that the FOP agrees to random drug testing as a condition of employment for their bargaining unit. The County agrees that the FOP will be included in drafting the County's random drug testing procedures. The County's drug testing policy will be published as a personnel policy and procedure.

(2) In reference to random drug testing, the County agrees to listen to the underlying concerns of the FOP concerning the subject of random drug testing and to receive a written list of the expressed concerns for future reference.

(3) Members of the bargaining unit subject to this Agreement shall be subject to the Police Department policy concerning drug testing, supplemented by the County's Random Drug Testing Policy. Nothing in the County's policy shall prohibit the dismissal or other disciplinary action against an employee pursuant to any other directive, policy, regulation, ordinance, or law.

(4) The Police Department policy will be adhered to until such time as there is change in circumstance which, in the judgment of the County, warrants the initiation of random testing. Should such a situation occur, the County agrees to:

(a) consider the concerns of the FOP, as discussed, and submitted at the negotiations, in making its decision to implement random drug testing; and,

(b) to advise the FOP, in advance, as to its decision to implement random drug testing.

(5) The FOP and the County shall meet and discuss which laboratory or laboratories shall be utilized for the tests. Any sample yielding a positive test shall be tested again. Any employee whose sample is confirmed positive in a more extensive second test (gas- chromatograph/mass spectrometry) for use of unlawful drugs as listed by Delaware Title 16 as amended shall be terminated.

(6) Should such drug testing show an abuse of other drugs and/or alcohol, which are not illegal in and of themselves, the individual shall be given the opportunity of entering and completing a substance abuse rehabilitation program under the Employee's Assistance Program for the first offense. Failure to do so will result in termination. Second offenders will be terminated.

(7) Employees assigned to the Drug Control Squad or other similar units may be tested prior to and while in such assignments due to the nature of the assignment. Such employees may be tested as frequently as deemed necessary by the department.

ARTICLE 18

MILITARY TRAINING LEAVE

A. "Armed Forces" are defined to include the Army, Navy, Marine Corps, Air Force and Coast Guard. "Reserve Components" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Officer Reserve Corps, the regular Army Reserve, the Naval Reserve, the Marine Corps Reserve, the Coast Guard and Air Force Reserves.

B. Any person who submits a request for military leave shall be granted leave. In all cases of military leave other than active deployment, the number of persons on military leave will not count against scheduled and approved vacations.

C. Employees who leave their service with the County to join the Armed Forces, or who are ordered to duty with the Armed Forces, shall be

granted leave from their position and the right to return to that position in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Probationary employees may be required to complete their probationary employment upon reinstatement.

D. Such employee shall be entitled to be restored to the position which he/she vacated, provided he/she makes application to the Office of Human Resources within ninety (90) days of the date of his/her Honorable Discharge and is physically and mentally capable of performing the work of his/her position.

E. In the event the position vacated by an employee entering the armed services no longer exists at the time he/she qualified to return to work, such employee shall be entitled to be reemployed in another position of the same class in the County service, provided re-employment does not necessitate the laying-off of another person who was appointed at an earlier date than such person returning from military leave.

In addition to his/her accumulated vacation pay, a permanent employee with ninety (90) days service entering military service due to enlistment or the draft shall be entitled to be paid one full calendar month's wages.

F. (1) Any employee who is a member of the National Guard, or an organized military reserve of the United States, will be entitled to a leave of absence, without pay, not to exceed a total of ten (10) working days in any one calendar year, or a longer period as may be required by the employee's orders and USERRA.

Any employee who is a member of the National Guard or any organized military service component of the United States will be entitled to a leave of absence not to exceed a total of ten (15) workdays in any one (1) calendar year during which time he/she shall be paid his/her regular salary rate. To receive payment of salary rate, an employee must file a copy of his/her orders with the Office of Human Resources prior to his/her leave. For training periods beyond ten (15) workdays, each year, while leave shall be granted, the County shall not be liable for salaries.

(2) Any employee who is a member of a State National Guard and who is ordered to perform emergency duty under the supervision of the United States Government, or a State government shall be granted a leave of absence during the

period of such activity. Any such employee shall receive the pay differential in the amount by which the employee's normal salary, calculated on the basis up to a maximum of forty (40) hours, which the employee has lost by virtue of such absence, exceeds any pay received from a State.

(3) To ensure uniformity, requests for deferment of employees from service in the armed forces shall be made only by the County Executive.

ARTICLE 19

LEAVE OF ABSENCE

A. Leaves of absence may be granted to full-time employees covered by this Agreement as follows:

(1) (a) Family and Medical Leave ("FMLA) - Eligible employees are entitled to up to twelve (12) weeks of FMLA leave in a 12-month month period, in accordance with County Personnel policy. An employee who qualifies for an FMLA leave will be required to use accumulated sick, vacation or other paid leave, in any order chosen by the employee, to run concurrently with the FMLA leave, provided however, that (i) an employee may elect to retain up to two (2) weeks' vacation and two (2) weeks sick leave and (ii) an employee utilizing FMLA leave of an increment of one (1) day or less must use accumulated sick, vacation or other paid time concurrently with the FMLA leave. In all events, an employee is limited to 12 weeks on FMLA leave in any 12-month period. The 12-rnonth period is a rolling 12-month period measured backward from the date the leave is used.

(b) Notwithstanding the provisions of the FMLA, the County shall continue life insurance and health care benefits provided for in this Agreement, without cost to the employee, during any period when an employee is taking FMLA leave to which the employee is entitled.

(c) Notwithstanding the provisions of the FMLA, an employee who takes the FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the period of FMLA leave. Such an employee shall not,

however, accumulate vacation or sick leave, or pension credit, during unpaid FMLA leave.

(d) Certification from a health care provider shall be provided directly to the CHRO. The CHRO shall not release information concerning the serious health condition justifying the leave.

(e) Notwithstanding the provisions of the FMLA, upon returning from leave, an employee is entitled to:

(1) be restored to the position held when the leave began, unless such an employee is not qualified due to the expiration of a required license or certificate. In such a case, the employee will be placed on the payroll at the rate of pay for the position held when the leave began and be provided a reasonable opportunity to acquire the necessary license or certificate.

(2) any negotiated pay increases which would have occurred, and the employee would have been eligible for during the leave period.

(f) Employees who take leave due to personal illness must provide certification from the health care provider that the employee can return to work.

(g) Use of family and medical leave shall have no adverse impact on the employee's evaluation.

(2) Civil Leave - An employee shall be given leave with full pay when subpoenaed to appear before a court, public body, or commission in connection with County business. An employee shall be paid the difference between his/her regular salary, and any wage compensation granted him/her when subpoenaed to appear before a court, public body, or commission not in connection with County business.

(3) (a) Educational Leave - A full-time permanent employee may be given educational leave with full or partial pay for the purpose of taking courses directly related to his/her work as determined by the Chief of Police and the CHRO or designee. Requests for such leave must be approved in advance by the Human Resources Advisory Board and the County Executive and they may not

exceed a total of twenty (20) days or one hundred sixty (160) hours in any one calendar year. Such educational leave with full or partial pay shall not be granted in conjunction with any other leave of absence and is intended to be utilized by the County employees needing specific grants of time during normal duty hours to attend educational classes which are not available at any off-duty time. It is specifically prohibited to grant a block of educational leave in conjunction with leave without pay granted for educational purposes. Educational leave for a longer period may be granted in special cases of unusual merit and of great benefit to the County government. In such cases, the employee must agree in writing to return to work for a minimum period of one (1) year after expiration of the educational leave.

(b) Where staffing requirements permit, the County will attempt to accommodate emergency short-term educational leave requests by employees. The County's decision will not be subject to grievance.

(4) Absence Without Leave - An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed to be an absence without leave. Any such absence shall be without pay and may be a subject for disciplinary action. In the absence of such disciplinary action, any employee who absents himself/herself for four (4) consecutive workdays without leave shall be deemed to have resigned from employment with the County. Such action may be reconciled by a subsequent grant of leave if the conditions warrant.

(5) Disability Leave-A permanent, probationary, or limited- term employee who is temporarily disabled in the line of duty shall receive full pay for up to one (l) year without charge against his/her vacation or sick leave, subject to the following conditions:

(a) Provided that the disability results from an injury or illness sustained directly in the performance of the employee's duties, as provided in the State Worker's Compensation Act.

(b) If incapacitated for his/her regular employment, the employee may be given other duties within the Police

Department for the period of recuperation. Unwillingness to accept such an assignment as directed by the Chief of Police or the CHRO or designees will make the employee ineligible for disability leave during the time involved.

(c) A physician selected by the County shall determine the physical ability of the employee to continue working or to return to work unless the employee's physician determined otherwise, in which case a third impartial physician shall be employed to make the decision.

(6) Fraternal Order of Police Convention - Leaves of absence with pay to attend and serve as delegates or alternates to conventions of the Fraternal Order of Police and organization and training conferences relating to the Fraternal Order of Police shall be granted to the FOP. Such leave shall not exceed two thousand six hundred (2,600) hours for the three-year duration of this agreement. The FOP agrees to endeavor to make appointments to such conventions or other functions requiring said leave, in such a manner as to prevent serious staffing shortages within any one (1) division or squad of the Department. Notice for said requested leave must be submitted in advance to the Chief of Police or designee, listing the name(s) of personnel and total hours to be used. Such leaves may be used for training and education in grievance handling, labor and management relations, personnel administration, etc. Such leave shall also be granted for attendance at the National Law Enforcement Memorial Services, to include the Candlelight Vigil, Parade of Honorees and Memorial Service.

(a) Seniority shall accumulate during all authorized leaves of absence. Should the position of any employee on approved leave without pay be abolished or consolidated he/she shall, upon return from leave, be given employment in a position having the same classification; if that is not possible, in a position allocated to a classification with a lower pay grade provided, however, that the name of such employee shall be placed on a re-employment list for his/her original classification.

ARTICLE 20

SHIFT SCHEDULING

A. The daily shift will be determined by the Chief of Police and is subject to change without notice.

ARTICLE 21

HOURS OF DUTY - OVERTIME COMPENSATION

A. (1) The payroll period for all annual salaried employees shall cover fourteen (14) consecutive days beginning at the employee's respective starting time on Monday and ending at the employee's respective starting time on Monday, fourteen (14) days later.

(2) Employees of this bargaining unit shall not be entitled to overtime compensation except for those assignments deemed appropriate by the Chief of Police after consultation with the Director of Public Safety and the Chief Administrative Officer. For such jobs approved by the Chief of Police, the premium rate of time and one-half the employee's regular base rate of pay shall be paid for all duty hours performed more than eight (8) hours in any continuous twenty-four-hour period or for all duty hours worked in excess of the regular duty pay cycle.

(3) Pay Day: Pay day shall be on the Friday following the end of the payroll period except where a holiday falls on Friday, then pay day shall be the Thursday following the end of the payroll period. If both Thursday and Friday are holidays, then pay day shall be on Wednesday.

(4) Overtime assignment for each member of the bargaining unit shall be made on as equitable a basis as possible.

(5) Members of this bargaining unit shall receive 8 hours of straight time pay, twice per year. This payment shall coincide with the date the employee qualifies with their Division issued firearm. This payment is limited to a total of 16 hours per calendar year.

(6) Members of this bargaining unit shall be entitled to one (1) hour of straight pay per day for each day they are required to serve as the "Staff Duty Officer." A schedule shall be established

by the Chief of Police to determine who serves as the "Staff Duty Officer." Only one member of the bargaining unit may serve as the "Staff Duty Officer" per day.

B. If a court or administrative body determines that any employee subject to this Agreement is not exempt under the Fair Labor Standards Act ("FLSA"), the parties shall as soon as practicable re-negotiate the wage and overtime provisions of this Agreement to reflect the applicable FLSA requirements, including the minimum wage and overtime rates, and any applicable state or local laws. Should a court of competent jurisdiction determine that classes of employees who are subject to this Agreement are FLSA-exempt, the parties agree to include the following language upon the exhaustion of all appellate rights related to such determination: "FOP members subject to this CBA represent and agree that they are exempt under the Fair Labor Standards Act.

ARTICLE 22

PROFESSIONAL TIME

A. Because of the managerial, administrative, and professional nature of the positions covered by this agreement, employees are responsible for fulfilling the duties of their positions regardless of the hours of work or the schedule of hours that may be necessary. The individual employee must exercise professional judgement in the management of the workload and the work schedule, subject to the goals and objectives of the Division as established by the employee's supervisor. Any time more than the normal hours in a day or week shall not qualify for additional compensation in any way, except as outlined in Article 21. Similarly, any times less than the normal hours in the day or week, not covered by paid leave, shall not be deducted from the annual compensation provided, however, that it is the responsibility of the supervisor to assure that subordinates work at least the normal hours on average for their Division and that any blocks of time in excess of three (3) hours not worked and not covered by paid leave must be approved in advance by the Chief of Police.

B. To take professional time it is the responsibility of the employee to inform his/her supervisor or designee as to

(1) When the employee is leaving.
(2) When the employee is returning.
(3) How the employee can be reached.

ARTICLE 23

CLASSIFICATION AND SALARIES

A. Effective July 1, 2026, an increase of 2.5% shall occur to all FOP bargaining unit members' salaries. See Salary Guide Appendix A.

B. Effective July 1, 2027, the pay guide shall be adjusted as set forth in Appendix A, attached hereto. See Salary Guide Appendix A.

C. Effective July 1, 2028, an increase of 3.0% shall occur to all FOP bargaining unit members' salaries. See Salary Guide Appendix A.

D. (1) Effective July 1, 2022, any FOP bargaining unit member who has completed eighteen (18) or more years of continuous service with the County will receive an additional increase of 3% to his/her salary. Any FOP bargaining unit member who completes eighteen (18) years of continuous service with the County after July 1, 2022 will receive an increase of 3% to his/her salary, effective on his/her eighteenth (18th) anniversary date. Effective July 1, 2027, this service increase shall be effective at the commencement of eighteen (18) years of continuous service.

(2) Effective July 1, 2022, any FOP bargaining unit member who has completed twenty-one (21) or more years of continuous service with the County will receive an additional increase of 3% to his/her salary. Any FOP bargaining unit member who completes twenty-one (21) years of continuous service with the County after July 1, 2027, will receive an increase of 3% to his/her salary, effective on his/her twenty-first (21st) anniversary date. Effective July 1, 2027, this service increase shall be effective at the commencement of twenty-one (21) years of continuous service.

3. Effective July 1, 2026, any FOP bargaining unit member who has completed twenty-three (23) or more years of continuous service with the County will receive an additional increase of 3% to his/her salary. Any FOP bargaining unit member who completes twenty-three (23) years of continuous service with the County after July 1, 2027, will receive an increase of 3% to his/her salary, effective on his/her twenty-third (23rd) anniversary date. Effective July 1, 2027, this service increase shall be effective at the commencement of twenty-three (23) years of continuous service.

4. Effective July 1, 2028, any FOP bargaining unit member who has completed twenty-five (25) or more years of continuous service with the County will receive an additional increase of 3% to his/her salary. Any FOP bargaining unit member who commences twenty-five (25) years of continuous service with the

County after July 1, 2028, will receive an increase of 3% to his/her salary, effective the commencement of his/her twenty-fifth (25th) year.

5. Effective July 1, 2028, any FOP bargaining unit member who has completed twenty-seven (27) or more years of continuous service with the County will receive an additional increase of 3% to his/her salary. Any FOP bargaining unit member who commences twenty-seven (27) years of continuous service with the County after July 1, 2028, will receive an increase of 3% to his/her salary, effective on the commencement of his/her twenty-seventh (27th) year.

ARTICLE 24

SAFETY AND HEALTH

A. (1) The FOP agrees that it will insist that its members work safely and fully cooperate with the County to eliminate conditions conducive to accidents or unhealthy conditions within its operations.

It is in the spirit of safety and cooperation that the FOP agrees to random drug testing for their bargaining unit. The County agrees that the FOP will be included in drafting the County's random drug testing procedures. The County's drug testing policy will be published as a personnel policy and procedure.

(2) The County agrees that it will maintain adequate safety and health standards and will cooperate with the FOP and with all the County's employees in order that employees are always protected from a safety and health standpoint.

(3) The Police Safety Coordinator shall be appointed by the Chief of Police and the President of the FOP.

(4) Any recommendation pertaining to safety and health made by the FOP President or any employee to the Chief of Police or departmental safety coordinator shall be considered promptly.

(5) The CHRO, or designee, will meet with the safety coordinators at least once each month to review the preceding month's accident and health records and to consider improvement in the safety and health program.

(6) The equipment and facilities shall be maintained so as not to endanger the safety and health of the employees.

(7) All police vehicles shall have heating and air conditioning with proper maintenance, excluding all seized vehicles.

ARTICLE 25

HEALTH INSURANCE AND PRESCRIPTION DRUG BENEFITS

A. (1) The County agrees to assume the full cost of providing a basic indemnity plan for the full-time employee's applicable coverage (i.e., employee only, employee and children, employee and spouse, or employee and family) with a level of benefits consistent with the indemnity plan available in program year 2019. The County will also make alternative plan designs available that require employee cost sharing, such as, but not limited to, EPO, PPO, HMO, POS, and HSA plans.

Effective January 1, 2017, the County shall pay 93% of each employee's monthly premium for health insurance other than the basic indemnity plan which shall be paid at 100%.

Effective January I, 2021, the County shall pay 90% of each employee's premium for health insurance other than the basic indemnity plan which shall be paid at 100%.

Effective January 1, 2022, the County shall pay 87% of the monthly premium for each employee enrolled in the PPO plan. Employees enrolled in the PPO plan may maintain their premium share at 10% on or after January 1, 2022, if they participate in the Wellness Program offered by the County and maintain their participation for the entire calendar year. The Wellness Plan shall be implemented on January I, 2021, and employees shall receive enrollment materials by November of 2020. Points shall accumulate throughout 2021 for2022 premium sharing rates. The County will continue to pay 100% of the premiums for each employee enrolled in the basic indemnity plan and 90% of the premiums for employees enrolled in all other plans, except the PPO, as set forth above.

The County shall deduct the employee's contribution through payroll deduction. Health care coverage shall include the employee's domestic partner, if the employee's domestic partner was enrolled in a County plan as of December 31, 2020, and maintains enrollment without any interruption. Domestic partners who meet these criteria may maintain eligibility for health care coverage as provided in this Agreement (and may hereafter be referred to as an "eligible domestic partner" or "eligible domestic partners"). Effective January 1, 2021, coverage for domestic partners for new enrollments will no longer be an option (continuing coverage

will only be available for domestic partners who were enrolled as of December 31, 2020).

(2) The County has established a spousal coordination of benefits ("COB") program and maintains a separate policy with additional terms and forms for the administration of the COB program.

Effective January l, 2021, employees who are married (or eligible domestic partners) and who are both employed by the County, must elect to be covered under a single plan, i.e., one spouse/eligible domestic partner must select an employee plus spouse or an employee plus family coverage plan, and the other employee-spouse/eligible domestic partner must be covered by that same plan and may not maintain independent or separate coverage under a County plan.

For new employees hired on or after January 1, 2021 and continuing for each plan year thereafter: If a County employee's spouse/eligible domestic partner is eligible to participate in a group health insurance and/or prescription drug insurance plan through their employer (notwithstanding that employer's COB policies), the spouse/eligible domestic partner of the employee must enroll with at least single coverage in said employer's sponsored group insurance coverage(s). If a County employee's spouse/eligible domestic partner is self-employed/self-insured and offers a group health and/or prescription drug plan to his/her employees, such self-employed spouse/eligible domestic partner must also enroll with at least single coverage in such employer- sponsored group insurance. This requirement shall be waived for any spouse or eligible domestic partner whose employer (self-employed) requires the spouse or eligible domestic partner to pay more than 50% of the single coverage monthly premium and the employee submits proof of such. Upon the spouse or eligible domestic partner's enrollment in any such available group health and/or prescription drug insurance coverage, that coverage will become the primary payer of benefits, and the coverage sponsored by the County will become the secondary payer of benefits, if elected by the County employee. It is the County employee's responsibility to advise the County immediately (and not later than 30 days after any change in eligibility), if the employee's spouse or eligible domestic partner becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer. Upon becoming eligible, the employee's

spouse/eligible domestic partner must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, unless he/she is exempt from this requirement in accordance with the exemption stated above.

(3) Health care plans in effect as of January 1, 2021, shall include the following copayment rates. *

Medical Coverage Co-payments

Office visit - Primary Care Physician	$ 25
Office visit – Specialist	$ 35
Well child visits/annual check-ups/immunizations	$ 15
Emergency Room visit**	$ 100
Urgent Care Center Visit	$ 25
Radiology Services (X-Ray, MRI, C/T Scan)	$ 0
Mammogram***	$ 0
PAP Screening Test***	$ 0
Other Lab Work	$ 0

* Should the County establish and offer new plans during the term of the Agreement, such as an employee self- directed care plan, copayments shall be at the rates established by the County with the plan formation.

** This copayment will be waived if the patient is admitted to the hospital.

*** No copayment will be charged when the service is received from a designated non-copayment provider. Employees will be personally responsible for the difference between the cost for the service the plan covers for the designated non-copayment provider charge and the cost charged by a non- covered provider, if the member chooses to use a provider other than a designated non-copayment provider. An exception will be granted in instances of documented medical necessity.

(4) The County will provide the following three-tier prescription drug co-pay system:

Generic prescription drugs	$ 8 employee co-pay
Preferred prescription drugs	$ 30 employee co-pay
Non-preferred prescription drugs	$ 50 employee co-pay

When available, employees may fill maintenance medications through a 90-day mail order supply program. Employees will only be charged

two (2) 30-day co-pays for the 90-day supply when filled through the mail order supply program.

B. Waiver of Health Insurance - Payment to a Deferred Compensation Plan

If an employee presents proof that the employee has health insurance coverage from a source other than the health insurance provided by the County and waives the right to receive health insurance coverage from the County, the County will contribute, for the benefit of such an employee, the sum of $250 per month to a deferred compensation plan established pursuant to Section 457 of the Internal Revenue Code. No payment shall be made pursuant to this provision until the employee has established an account with the County's deferred compensation administrator and has been removed from the applicable County health insurance plan. In addition to exclusion from this payment as a primary insured, employees who have secured health insurance coverage through a County plan, other than as a primary insured, will not be eligible to receive this payment.

C. Access to Information

The FOP will be granted full and complete access to all information pertaining to rate increases. This access will include authorization to receive information directly from existing and prospective carriers.

D. Retirees

(1) The County agrees to make available and assume the cost of a basic individual indemnity plan for those employees retiring on or after July 1, 1975, but before April 1, 1997, who are not eligible for Medicare. Such retirees shall have the same options available to active employees under paragraph 64 with the cost of coverage under the basic indemnity plan serving as the amount of the County's contribution.

(2) For those employees retiring on or after April 1, 1997 (who are not eligible for Medicare), the County agrees to assume the full cost of providing a basic individual indemnity plan. Further the County agrees to issue health insurance credits as outlined below:

(a) Each month, the retiree shall be issued a health insurance credit to be used exclusively to purchase health insurance coverage (through the County) for retirees who purchase coverage for themselves and their

child or their children, spouse/eligible domestic partner, or family.

(b) The value of the monthly credit for uniformed police will be the product of $15 times the number of years of credited service. The maximum value of the monthly health insurance credit for each retiree shall be $375 regardless of length of service in excess of the number of years required for normal retirement under any plan.

(c) Credits cannot be banked for future use.

(d) If the cost of the health insurance program selected by the retiree exceeds the amount of the individual retiree's health insurance credit, the retiree will be responsible to contribute the difference. In the event other coverage is available for the spouse/eligible domestic partner, the County will be considered the secondary provider of insurance under coordination of benefits.

(e) For the avoidance of doubt, a retiree who purchases health insurance coverage solely for themselves is not entitled to a health insurance credit under this Article.

(3). Regardless of the date of retirement, when a retiree or his or her spouse/eligible domestic partner becomes eligible for Medicare, the County's insurance will cease. Upon verification of enrollment in Medicare Parts A and B, the County will pay the full cost of providing the retiree and his or her spouse/eligible domestic partner with coverage that supplements, or, as in the case of Medicare advantage plans, replaces Medicare for Medicare participants. In the event of the retiree's death, the County will not assume the cost of providing coverage for the surviving spouse/eligible domestic partner.

(4). When the retiree or his/her spouse becomes eligible for Medicare, the Medicare eligible individual is no longer covered by the County plan. He or she is eligible for the Standard Medifill or equivalent coverage. The retiree or his/her spouse who is not Medicare eligible at that time shall remain on the County plan until he/she becomes Medicare eligible.

(5). When a member of the Department retires on a disability retirement and is unable to work at a full-time job, he/she shall be eligible to receive the County's basic indemnity coverage plan in effect at the time of his/her retirement. The cost of the

plan, which may cover the employee, his/her spouse, and dependent children who are entitled to coverage under federal law, shall be borne by the County. Such retirees shall have the same options available to active employees under Sections A and D above, with the cost of coverage under the County's basic indemnity plan in effect at the time of his/her retirement serving as the amount of the County's contribution.

E. Life and Accidental Death and Dismemberment Insurance

(1) Effective April 1, 1997, the County agrees to assume the full cost of life insurance amounting to one and one- half (1½) of the employee's annual salary, with a minimum death benefit of $50,000 and a maximum death benefit of $200,000. Additionally, the County will provide accidental death and dismemberment benefits for each employee. Employees will contribute $1.00 per month toward the cost of this insurance. The County further agrees to administer (through payroll deduction) the voluntary purchase of additional term life insurance coverage at full cost to the employee.

(2) The County agrees to assume the full cost of providing $5,000 life insurance for those employees retiring from County service on or after April 1, 1997, with accidental death and dismemberment benefits for each employee. If the retiree had voluntary additional life insurance as of the date of retirement, the retiree may elect to continue the voluntary additional life insurance coverage, and the County agrees to assist the retiree in obtaining such coverage, at full cost to the retiree.

F. Benefits Committee

(1) The County shall maintain a Labor - Management Health Care Benefits Committee (the "Benefits Committee") which shall consist of a representative designated by each County bargaining unit and six (6) representatives designated by the County, each of whom shall be a participant in the County employee health insurance plan. The CHRO or designee shall chair the Benefits Committee. The members of this bargaining unit shall be represented by the designee selected by the FOP. The members of this bargaining unit will not have a separate representative on the County's Benefits Committee.

(2) The Benefits Committee shall meet for the purpose of reviewing and determining employee benefits including any Wellness Programs available to County employees for the future

enrollment periods and the identity of administrators and carriers.

(3) The Benefits Committee shall be involved at all stages of the review process, including the development of bid specifications, the review of bids (including costs of each plan), meetings with bidders, the design of a benefits plan and Wellness Program, and the selection or termination of plan administrators and consultants. One of the objectives of this review and selection process shall be to foster competition among bidders. During this process the union representatives will be granted full and complete access to all information relating to employee benefits.

(4) The Benefits Committee shall meet as often as possible to fulfill the duties identified in paragraphs (b) and (c) above, but no less frequently than quarterly. Meeting agendas will be provided in advance and will include quarterly financial updates of the plan. Minutes will be provided after each meeting.

(5) Any recommendations reached by the Benefits Committee shall be subject to approval by the membership of the FOP, in the following manner; Committee members shall be provided with adequate time and information regarding the proposed recommendation of the Benefits Committee to allow FOP members to make an informed decision regarding their health care benefits. Following a decision by the FOP membership regarding the proposed recommendation of the Benefits Committee, the Benefits Committee shall meet to vote on the proposed recommendation, which shall require approval by two-thirds of the members present at the Benefits Committee meeting. With advance notice, Benefits Committee members may designate a proxy to cast their vote.

ARTICLE 26

CLOTHING ALLOWANCE

A. Members of the bargaining unit shall receive an annual clothing allowance of one thousand dollars ($1,000.00).

B. The allowance shall be payable in two (2) installments: five hundred dollars ($500.00) added to the employee's last paycheck in March and five hundred dollars ($500.00) added to the employee's last paycheck in September of each calendar year. Confirmation of usage of such

allowance is required by the County prior to each subsequent allowance.

ARTICLE 27

UNIFORMS AND EQUIPMENT

A. The County shall continue to furnish and maintain (including tailoring, dry cleaning, and laundering) uniforms and equipment. The cost of maintaining and furnishing of uniforms and equipment shall be paid by the County. The County agrees to provide shoes to replace worn or damaged shoes as part of the uniform.

B. The County and the FOP agree that an inspection of uniforms and equipment should be held at least once yearly.

ARTICLE 28

PERSONAL PROPERTY

When an employee suffers damage to personal property in the line of duty, the County agrees to reimburse the employee a reasonable amount for such property.

ARTICLE 29

TEMPORARY RANK ASSIGNMENTS

A. (1) Employees who are assigned duties which are not covered within their position descriptions under the County's Personnel Policies and Procedures, will receive adjusted compensation upon written notification of their appointment to assume such duties by the Chief of Police or designee.

(2) Employees shall receive compensation for performing duties outside their position description provided the assignment is for one full day or more to such position. Their compensation shall reflect a 5% increase in wages from their position.

(3) The Chief of Police may appoint employees to such positions, no more than two (2) grades above their present position.

ARTICLE 30

ALTERATIONS OF AGREEMENT

A. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the County, and in no case shall it be binding upon the parties hereto unless agreement is made and executed in writing between the parties and same has been ratified by the FOP. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein. It is understood and agreed that if any part of this agreement conflicts with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this agreement shall not be affected thereby. In the event of a conflict between the County's duty of reasonable accommodation under the Americans with Disabilities Act ("ADA") and the seniority or other provisions of this agreement, the parties agree that the duty of reasonable accommodation shall prevail.

ARTICLE 31

MERIT SYSTEM RULES

A. In the administration of the matters covered by this Agreement, the County Government and the FOP and its members are governed by the applicable rules and regulations of the County's Merit System.

ARTICLE 32

PENSION

A. Effective July 1973, and for police officers hired before February 1, 1993, County Code, Section l lA-6, (Section 26- 596 as amended), Employees' Retirement System, shall become an integral part of this agreement, including the following amendment:

"An employee completing at least 30 years of credited service may retire at his/her option at any age and receive a service retirement annuity. A County police officer who enters the County police service after July 1, 1973, completing at least 20 years of County Police service may retire at his/her option at any age up to age *55* which is mandatory and receive a service retirement annuity." Police officers hired on or after February 1, 1993, shall become members of the Delaware County and Municipal

Police/Firefighters Pension Plan set forth at 11 *Del.* C. § 8801 *et seq*., as amended from time to time (the "State Plan").

ARTICLE 33

MAINTENANCE OF STANDARDS

A. The County agrees that all conditions of employment relating to pensions, wages, salaries, hours, insurance, vacations, sick leave, grievance procedures and all other terms and conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement, and the same shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

ARTICLE 34

DURATION OF AGREEMENT

A. This agreement is effective from July 1, 2026, through June 30, 2029. The parties shall commence successor negotiations as required by 19 *Del. C.* § 1613(a). The parties can mutually agree to commence successor negotiations at an earlier date than the Code permits.

APPENDIX A

(FOP CAPTAINS, MAJORS AND LT. COLONELS' PAY PLAN)

7/1/2026

									Completion of		
		1	2	3	4	5	6	7	Year 18	Year 21	Year 23
Police Captain	1	130,449	143,494	150,669	158,202	166,112	174,418	183,139	188,633	194,292	200,121
Police Major	2	143,494	150,669	158,202	166,112	174,418	183,139	192,296	198,065	204,007	210,127
Deputy Chief of Police	3	150,669	158,202	166,112	174,418	183,139	192,296	201,911	207,968	214,207	220,633

7/1/2027

									Commencement of		
		1	2	3	4	5	6	7	Year 18	Year 21	Year 23
Police Captain	1	151,008	166,109	174,414	183,135	192,292	201,907	212,002	218,362	224,913	231,660
Police Major	2	166,109	174,414	183,135	192,292	201,907	212,002	222,602	229,280	236,158	243,243
Deputy Chief of Police	3	174,414	183,135	192,292	201,907	212,002	222,602	233,732	240,744	247,966	255,405

7/1/2028

									Commencement of				
		1	2	3	4	5	6	7	Year 18	Year 21	Year 23	Year 25	Year 27
Police Captain	1	155,538	171,092	179,647	188,629	198,060	207,963	218,361	224,912	231,659	238,609	245,767	253,140
Police Major	2	171,092	179,647	188,629	198,060	207,963	218,361	229,279	236,157	243,242	250,539	258,055	265,797
Deputy Chief of Police	3	179,647	188,629	198,060	207,963	218,361	229,279	240,743	247,965	255,404	263,066	270,958	279,087

Prime Sponsor(s): Ms. George, Ms. Kilpatrick
Date of introduction: July 28, 2026

RESOLUTION NO. 26-158

TO AMEND NEW CASTLE COUNTY COUNCIL EMPLOYEE HANDBOOK CHAPTERS 1 THROUGH 8 REGARDING EMPLOYEE POLICIES

WHEREAS, from time to time, it becomes necessary for New Castle County Council to update and/or amend the New Castle County Council Employee Handbook ("Handbook"); and

WHEREAS, there are times, as here, where County Council has determined it is best to update certain policies in order to ensure consistency with current laws and/or changes in societal norms and expectations; and

WHEREAS, policies and procedures in the Handbook are subject to adoption and revision upon at least a majority vote of County Council; and

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby amends the New Castle County Council Employee Handbook by adding the material that is underscored and deleting the material with strikethroughs as set forth below.

Chapter 1. Introduction

1.1. *Preamble*

The following provisions constitute New Castle County Council's ~~key~~ personnel policies. County Council incorporates by reference some Merit System policies where noted specifically herein. The policies herein apply to all salaried and hourly employees of ~~New Castle~~ County Council. <u>These</u> ~~P~~<u>p</u>olicies and procedures ~~herein~~ are subject to revision upon <u>at least</u> a majority ~~agreement of Council in writing, or by a majority~~ vote by Council at any ~~regular or committee~~ meeting of ~~New Castle~~ County Council.

1.2. *Purpose of the <u>Employee</u> Handbook*

The purpose of this ~~Employee~~ Handbook is to provide a summary of the employment policies of County Council. **This ~~Employee~~ Handbook is not intended to and does not create a contract of employment or a contract of any type with respect to the employment policies described herein**.

1.3. *Modification*

~~The~~ Council reserves the right to add to, delete from, or modify any of the policies or benefits described herein at any time as set forth in the ~~above~~ Preamble.

1.6 *<u>Procedural</u> Rules of ~~the~~ County Council ~~of New Castle County~~*

All employees of New Castle County Council, in addition to the policies and procedures contained within this Employee Handbook, are subject to the Procedural Rules of the County…

…

Chapter 3. Employment Conditions

3.4. *Smoking in the Workplace*

New Castle County Council provides a "smoke-free work area." In furtherance thereof, ~~Smoking or~~ smoking and other use of tobacco or marijuana products or their substitutes are ~~is~~ prohibited inside any County Council facility. For purposes of this policy, the following definitions apply:

- "Tobacco product" is a product intended for human consumption, including by inhalation or absorption, that is made from tobacco and/or that contains nicotine. Examples of "tobacco products" include cigarettes, cigars, pipe tobacco, hookah tobacco, chewing tobacco, snuff, or smokeless tobacco.

- "Tobacco substitute" means an electronic smoking device employing a mechanical heating element, battery, or circuit to produce aerosol or vapor for inhalation (for ex., vaping).

…

Chapter 4. Hours and Wages

4.1. *Hours of Work*

Employees will be assigned work hours, which are subject to change. The default ~~regular~~ starting and finishing times are 9 a.m. to 5 p.m., with one hour for lunch. An employee's working hours may be changed if approved by his or her direct supervisor and a majority of Council and upon advice to the President and Clerk. Employees shall work a minimum of ~~seventy~~ ~~(~~70~~)~~ hours per pay period.

~~4.1.1. Work hours may be further amended to afford a County Council employee the opportunity to pursue an advanced college academic degree and/or a degree of higher learning, provided that the employee works reports to the office a minimum of thirty-five (35) hours per week and provided that the weekly schedule is permanent for each semester. In order to take advantage of this section, an employee must have five (5) 3 years' seniority working for County Council and must provide documentation (enrollment verification) that he or she is they are registered for an advanced program at an accredited college, or university, institution of higher learning. Further, any hours schedule change during this pursuit and pursuant to this section must be approved by the employee's direct supervisor, a majority of Council and upon advice to the President and Clerk of Council.~~

4.3. *Time Records*

Each employee is required to maintain an accurate record of all time worked. ~~Staff should sign in upon arrival each workday at the receptionist's desk (with name and time~~

~~of sign-in).~~ Employees are expected to report to work on time. Any falsification or abuse of time records ~~(including recordation of an inaccurate arrival time upon sign-in)~~ is an act of misconduct and is grounds for disciplinary action. ~~Employees should inform the receptionist when they are leaving the office and when they expect to return. Hourly employees are required to submit their timecards in accordance with the payroll schedule. Any falsification or abuse of time records is grounds for discipline up to, and including, termination. Legislative Aides and Assistants will take turns, under the Clerk's supervision, to cover telephones when the receptionist is absent. A monthly schedule for breaks and lunch hours will be posted. If a person is unavailable at the scheduled time, he or she should arrange a trade-off. The receptionist must notify the person scheduled or the Clerk if the relief person did not show at the designated time.~~

4.4. *Compensatory Time*

Compensatory time (“comp time”) will be earned for attendance at meetings and traveling time to and from such meetings~~, as well as for~~ and other specific projects **so long as** they are undertaken for Council **and Council-related matters** outside of the normal work hours. Comp~~ensatory~~ time is awarded for work time accumulated at the specific request of and benefit to the supervisor or the Clerk of Council.

County Council staff may accrue comp~~ensatory ("comp")~~ time at the rate of one hour for each hour worked outside ~~of~~ the regular work hours within the regular 35 hour work week. At no time shall the accrual of comp~~ensatory~~ time exceed ~~seventy~~ ~~(~~70~~)~~ hours.

~~4.4.1 Compensatory time will not be earned while on a leave of absence, on sick leave, or while on vacation unless pursuant to a specific request by a supervising Council member through the Clerk and unless the employee has indicated that there is no medical impediment to his or her returning to work.~~

4.4.1~~2~~ In order to receive credit for comp~~ensatory~~ time, it must be specified and broken down by particular project and hours spent working on each project. A broad category of work for a large number of hours is not acceptable.

4.4.2~~3~~ Requests to take comp~~ensatory~~ time must be approved in advance by the Clerk and the supervising Council Member. Requests to take comp~~ensatory~~ time in excess of one week at a time must be approved by the supervising Council member through the Clerk.

4.4.3~~4~~ Comp~~ensatory~~ time records shall be maintained jointly by the employee and the Clerk in the form of an ongoing log of time worked, time earned, time taken and balance available. Comp~~ensatory~~ time logs must be reviewed and signed biweekly by each staff member's supervisor. The original signed copy must be forwarded to the Clerk's Office contemporaneously with payroll timecards. Since Council recognizes that employees are entitled to an unpaid lunch hour, a requirement by a supervisor to work through the lunch hour and prior approval of the same

will be a rare exception and shall not occur on a routine or frequent basis.

~~4.5. Authorized Overtime~~

~~An employee may work overtime only when the supervisor authorizes it. Likewise, an employee is expected to work overtime when requested to do so by a supervisor.~~

4.5~~6~~. *Pay Period and Pay Day*

All employees are paid biweekly on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled payday falls on a day off, such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

4.6~~7~~. *Lunch Breaks*

Employees are entitled to an unpaid ~~sixty (~~**60**~~)~~ **minute lunch** after working no more than ~~five (~~5~~)~~ consecutive hours.

4.7~~8~~. Emergency Conditions

Chapter 6. Benefits.

…

6.3. *Dental Insurance*

New Castle County offers ~~a~~ dental plans that require~~s~~ a contribution by the employee. Dental plans for Council Employees will be offered by the County as a whole, and are subject to change.

6.7. *Sick Days*

Staff members who are unable to work due to illness or emergency ~~should~~ must contact ~~call~~ the Clerk's Office prior to their usual starting time or as soon as practical. ~~A pattern (three (3) or more in a 12-month period) of calling in sick before or after holidays or weekends will trigger a discussion with the Clerk of Council and the requirement of a doctor's excuse for all future pre- or post-weekend/holiday absences during the next twelve months. Failure to produce a doctor's excuse stating that the employee was unable to work due to illness for any such absence after the third absence in the 12-month period will result in a written reprimand concerning the pattern of absences. A consecutive period of absence as a result of illness or injury shall count as one occurrence for purposes of triggering a discussion with Clerk of Council or the requirement of a doctor's excuse. Additional lateness or absence will result in further disciplinary action.~~ For all other purposes not mentioned herein relating to sick and vacation leave, the County merit system may be followed.

6.8. *Holiday Pay*

The Council will provide holidays as specified in the *County Code*, and as changes occur therein. Presently, there are ~~15~~ 13 paid holidays and 2 floating holidays. However, in a Council election year, an additional holiday is granted. If the holiday falls on Saturday, the previous Friday will be recognized as the paid holiday. If the holiday falls on Sunday, the following Monday will be recognized as the holiday.

~~6.9 *Tuition Reimbursement*~~

~~New Castle County's tuition reimbursement policy offers employees the opportunity to further their education and self-development by providing financial assistance. This benefit is available to Council employees who meet the eligibility requirements under Personnel Policy Number 5.05 of the New Castle County Office of Human Resources Personnel Policies and Procedures.~~

6.9 *Higher Learning*. County Council employees have the opportunity to pursue an academic degree and/or a degree of higher learning, provided that the employee works a minimum of 35 hours per week and the weekly work schedule remains fixed for the duration of each semester. To take advantage of this section, an employee must have 3 years' seniority working for County Council and must provide documentation (*e.g.*, enrollment verification) that they are registered at an accredited college, university, or institution of higher learning. Furthermore, the class schedule and any schedule changes must be approved by the employee's direct supervisor, a majority of Council, and upon advice to the President and Clerk of Council.

Chapter 7. Leaves of Absence

7.1. *Sick Leave*

~~An employee hired after July 1, 1977, upon retirement or involuntary separation from County service (for reasons other than cause), shall be paid for any sick leave time he or she has accumulated not to exceed one hundred (100) workdays. Payment shall be paid based on one day paid for each two days accrued.~~ Employees in good standing, who resign after giving adequate notice to the Clerk of Council (which in no case shall be less than two weeks), shall be paid accumulated sick leave not to exceed twenty (20) workdays based on one day paid for each two days accrued.

…

7.5. *Bereavement Leave*

~~Employees will be permitted to take up to four (4) paid bereavement days for a death in the immediate family and one (1) to attend the funeral of persons in the employee's extended family. For purposes of this policy, immediate family shall be defined to mean the employee's spouse, children, siblings, parents, and in-laws. The extended family shall be defined to include first cousins, uncles, aunts, grandparents, brother and sister-in-law, nephews and nieces.~~

An employee is permitted to take up to 5 paid bereavement days for a death in their "immediate family." In addition, an employee is permitted to take up to 2 paid

bereavement days for a death in their "extended family." For purposes of this policy, the following definitions apply:

- "Immediate family" includes an employee's spouse or a domestic partner, a child (including loss of a pregnancy), a sibling, a parent or stepparent, a parent in-law, and a grandparent.

- "Domestic partners," as more fully defined at 5 C.F.R. Sec. 875.213, are, among other things, adults other than a spouse who are in a committed relationship, who maintain a common residence, and who are not related in a way that would prohibit recognition of a legal marriage in the U.S.

- "Extended family" includes a first cousin, an uncle or aunt, a nephew or niece, and a brother- or sister-in-law.

The Clerk of Council is authorized under this Resolution to amend the subject headings so that all titles are uniformly italicized, not underlined (as the titles are currently).

Adopted by Council of
New Castle County on:

_____
Monique Williams-Johns
President of Council
of New Castle County

SYNOPSIS: This Resolution provides for revisions and updates to Council's Employee Handbook, which include:

- Chapter 1: Clarifies the permissible process to be followed to revise County Council's policies and procedures.
- The Clerk of Council is authorized under this Resolution to amend the subject headings so that all titles are uniformly italicized, not underlined (as the titles are currently).
- Section 3.4 *Smoking in the Workplace* is amended to clarify and ensure a smoke free work area by clarifying the prohibition of tobacco products and tobacco substitutes in New Castle County Council facilities.
- Sections 4.3 (Time Records) and 4.4 (Comp Time) are updated to properly reflect the current state of these sections and to aid in clarifying the acts for which comp time can be received.
- Section 6.8 is provided greater clarity.
- New Section 6.9 was updated to consolidate like sections regarding higher learning potentially available to Council employees.

- Section 7.1 *Sick Leave* is updated to eliminate outdated payout figures when there is a retirement of involuntary separation.
- Section 7.5 *Bereavement Leave* is amended to include a grandparent, a domestic partner, the loss of a child during pregnancy, and a stepparent in the definition of “immediate family” and to increase the number of paid bereavement days from 4 to 5 days for the death of an “immediate family” member. Additionally, the definition of “extended family” is amended to provide an employee up to 2 paid bereavement days (instead of 1) for a death in their “extended family.”

FISCAL NOTE: There is no discernible fiscal impact.

Prime Sponsor(s): Ms. Durham
Date of Introduction: July 28, 2026

RESOLUTION NO. 26-159

APPOINTING MONICA HILL TO THE NEW CASTLE COUNTY BOARD OF ASSESSMENT REVIEW

WHEREAS, Monica Hill has expressed interest in serving on the New Castle County Board of Assessment Review; and

WHEREAS, pursuant to 9 Del C. Sec. 1318 and New Castle County Code Sec. 2.05.102, the Board of Assessment Review is vested with the responsibility of hearing appeals from property owners regarding improper assessment, following the hearing of any property owner and determining whether the assessment is correct, and reviewing the methods by which the general manager of the Department of Land Use has established the assessments, among other duties; and

WHEREAS, pursuant to 9 Del C. Sec. 1317, Ms. Hill is a resident and property owner in the County; and

WHEREAS, Ms. Hill resides in Council District 2 in New Castle County; and

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby appoints Monica Hill to the New Castle County Board of Assessment Review for a term beginning on July 28, 2026 and expiring on July 28, 2030.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council of
New Castle County

SYNOPSIS: Same as title.

FISCAL NOTE: There is no discernible fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Ms. Williams-Johns
Date of introduction: July 28, 2026

RESOLUTION NO. 26-160

RECOGNIZING AND HONORING CAITIE LAYTON FOR BEING SELECTED AS TEACHER OF THE YEAR AND COMMENDING HER EXCEPTIONAL DEDICATION TO STUDENT SUCCESS, EDUCATIONAL EXCELLENCE, AND SERVICE TO THE SCHOOL COMMUNITY

WHEREAS, education is the cornerstone of a thriving society, and outstanding teachers are essential to preparing students to become knowledgeable, responsible, compassionate, and engaged citizens; and

WHEREAS, the teaching profession requires extraordinary commitment, patience, creativity, integrity, and a genuine passion for helping students reach their highest potential, often extending far beyond the classroom through mentorship, encouragement, and service; and

WHEREAS, Caitie Layton has consistently demonstrated exceptional professionalism, instructional excellence, and an unwavering commitment to fostering a positive, inclusive, and engaging learning environment in which every student is encouraged to grow academically, socially, and personally; and

WHEREAS, through innovative instructional practices, thoughtful lesson planning, meaningful student engagement, and the effective use of educational resources, Caitie Layton has inspired a love of learning while encouraging students to think critically, solve problems creatively, and pursue excellence in all their endeavors; and

WHEREAS, Caitie Layton recognizes the unique strengths, talents, and needs of every student and works diligently to ensure that all learners are provided meaningful opportunities to succeed, demonstrating compassion, patience, and a steadfast belief in the potential of every child; and

WHEREAS, beyond classroom instruction, Caitie Layton has generously devoted her time and talents to mentoring students, supporting extracurricular activities, collaborating with colleagues, engaging families, and contributing to initiatives that strengthen the entire school community; and

WHEREAS, Caitie Layton serves as a respected leader among her peers by sharing knowledge, encouraging professional growth, embracing innovation, and fostering a collaborative culture that benefits both educators and students alike; and

WHEREAS, through professionalism, ethical leadership, and an unwavering commitment to educational excellence, Caitie Layton has earned the admiration and respect of students, parents, fellow educators, administrators, and the community; and

WHEREAS, the honor of being selected as her of the Year reflects not only Caitie Layton's outstanding instructional ability, but also her exemplary leadership, character, service, and enduring commitment to making a meaningful difference in the lives of her students; and

WHEREAS, Caitie Layton's accomplishments exemplify the highest ideals of the teaching profession and serve as an inspiration to fellow educators while highlighting the profound and lasting impact that dedicated teachers have on future generations.

NOW, THEREFORE, BE IT RESOLVED that President Monique Williams-Johns of New Castle County Council hereby extends the highest commendation and heartfelt congratulations to Caitie Layton upon being selected as Teacher of the Year, recognizing this distinguished honor as a reflection of her extraordinary dedication, professional excellence, leadership, and unwavering commitment to the success of every student; and

BE IT FURTHER RESOLVED that New Castle County Council proudly recognizes Caitie Layton for creating meaningful educational experiences that inspire curiosity, foster lifelong learning, and empower students to become confident, capable, compassionate, and responsible members of their communities; and

BE IT FURTHER RESOLVED that President Monique Williams-Johns, on behalf of the Members of New Castle County Council, expresses sincere gratitude for the countless hours, unwavering commitment, and exceptional care that Caitie Layton has devoted to her students, their families, her colleagues, and the broader school community, acknowledging that her efforts have made a lasting and positive impact far beyond the classroom; and

BE IT FURTHER RESOLVED that New Castle County Council recognizes the invaluable contributions made each day by educators throughout the county and proudly celebrates Caitie Layton as an outstanding representative of the teaching profession whose dedication, compassion, and excellence bring distinction to her school, her district, and the community as a whole; and

BE IT FINALLY RESOLVED that a copy of this Resolution be presented to Caitie Layton as an expression of profound appreciation, admiration, and respect for her exceptional service and outstanding achievements, with best wishes for continued success and many more years of inspiring excellence in education.

Adopted by County Council of
New Castle County on:

_____

Monique Williams-Johns
President of County Council
Of New Castle County

SYNOPSIS: Same as title.

FISCAL IMPACT: There is no discernible fiscal impact with the adoption of this resolution.

Prime Sponsor(s): Mr. Hollins, Mr. Street
Co-sponsor(s): Mr. Toole
Requested by: Community Services
Date of introduction: July 14, 2026

ORDINANCE NO. 26-086

**AMEND THE GRANTS BUDGET:
APPROPRIATE ANTICIPATED FUNDING FROM THE STATE OF DELAWARE, DEPARTMENT OF HEALTH AND SOCIAL SERVICES, DIVISION OF SERVICES FOR AGING & ADULTS WITH PHYSICAL DISABILITIES TO THE 2027 AB JONES SENIOR CENTER ART LOVING SENIORS GRANT, WHICH WILL BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY RESOURCES**

WHEREAS, authorization is being sought for the appropriation of $29,056 in funding from the State of Delaware, Department of Health and Social Services, Division of Services for Aging & Adults with Physical Disabilities to the 2027 Ab Jones Senior Center Art Loving Seniors Grant; and

WHEREAS, the Art Loving Seniors Program will be a partnership between the Absalom Jones Senior Center and The Art Studio location at the Absalom Jones Community Center to implement a program that will support healthy aging, well-being and aging in place through visual art workshops and provide access to professionally run art classes specifically tailored to the needs of approximately 300 seniors; and

WHEREAS, the County Executive has determined that the revenue to be appropriated shall be sufficient to cover the increase in the Grants Budget as hereinafter amended; and

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

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

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

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

Section 3. It is the intent of the County Council that the provisions of this Ordinance shall be effective July 1, 2026.

Adopted by County Council of
New Castle County on: 7/28/26

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $29,056 in funding from the State of Delaware, Department of Health and Social Services, Division of Services for Aging & Adults with Physical Disabilities to the 2027 Ab Jones Senior Center Art Loving Seniors Grant which will be administered by the Department of Community Services, Division of Community Resources.

The Art Loving Seniors Program will be a partnership between the Absalom Jones Senior Center and The Art Studio location at the Absalom Jones Community Center to implement a visual art program for seniors that supports enrichment activities promoting social interaction, health and well-being, and aging in place.

It is the intent of the County Council that the provisions of this Ordinance shall be effective July 1, 2026.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $29,056 in funding from the State of Delaware, Department of Health and Social Services, Division of Services for Aging & Adults with Physical Disabilities to the 2027 Ab Jones Senior Center Art Loving Seniors Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget by $29,056. This increase will affect FY2027 only since the targeted program completion date for this grant is June 30, 2027. There is no fiscal impact anticipated beyond FY2027. FY2026 funding was authorized in the amount of $32,345.

Acknowledged by the Chief Financial Officer June 29, 2026.

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

GRANT TITLE: 2027 Ab Jones Senior Center Art Loving Seniors **Ordinance No.** 26-086

PROGRAM TITLE: 2027 Ab Jones Senior Center Art Loving Seniors

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	$ 29,056.00	$ -	$ 29,056.00
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 29,056.00	$ -	$ 29,056.00

Expense	Current	Change	Revised
Salaries and Wages	$ -	$ -	$ -
Benefits	$ -	$ -	$ -
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ 6,036.00	$ -	$ 6,036.00
Contractual Services	$ 23,020.00	$ -	$ 23,020.00
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 29,056.00	$ -	$ 29,056.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 7/1/2026

Estimated Program Completion: 6/30/2027

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

Ordinance Passed: **Date Revised:**

PROGRAM DESCRIPTION:

The Art Loving Seniors Program will be a partnership between the Absalom Jones Senior Center and The Art Studio location at the Absalom Jones Community Center. The grant will support healthy aging, well-being and aging in place through visual art workshops and provide access to professionally run art classes specifically tailored to the needs of approximately 300 seniors.

7/14/2026

Prime Sponsor(s): Mr. Toole, Mr. Caneco
Requested by: Public Safety
Date of introduction: July 14, 2026

ORDINANCE NO. 26-087

**AMEND THE GRANTS BUDGET:
APPROPRIATE FEDERAL FUNDING FROM THE U.S. DEPARTMENT OF TRANSPORTATION PASSED THROUGH THE STATE OF DELAWARE, DEPARTMENT OF SAFETY AND HOMELAND SECURITY, OFFICE OF HIGHWAY SAFETY TO THE FY27 OHS 250TH ANNIVERSARY MOTORIST AND PEDESTRIAN SAFETY GRANT, TO BE ADMINISTERED BY THE DEPARMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

WHEREAS, federal funding has been awarded from the U.S. Department of Transportation passed through the State of Delaware, Office of Highway Safety to Department of Public Safety, Division of Police; and

WHEREAS, this funding provides critical funding for the Division of Police to mitigate the severe safety risks associated with high-density crowds navigating busy roadways; and

WHEREAS, the funding will be used to support Police overtime to assist City of Wilmington's Police Department with pedestrian safety and traffic control; and

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

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

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

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

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

Section 3. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 4, 2026.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns

President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $26,000 in federal funding from the U.S. Department of Transportation passed through the State of Delaware, Office of Highway Safety to the FY27 OHS 250th Anniversary Motorist and Pedestrian Safety Grant. Funds will be used by the New Castle County Department of Public Safety, Division of Police, to support overtime.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 4, 2026.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $26,000 in federal funding from the U.S. Department of Transportation passed through the State of Delaware, Office of Highway Safety to the FY27 OHS 250th Anniversary Motorist and Pedestrian Safety Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $26,000. This increase will affect FY2027 since the targeted program completion date is July 4, 2026. There will be no fiscal impact beyond FY2027 as a result of this grant award. The fiscal impact on the Operating Budget will be $14,078.22 to cover benefits for overtime not covered by the grant. This will be covered within the Department of Public Safety, Division of Police Approved Operating Budget.

Acknowledged by the Chief Financial Officer June 30, 2026.

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

GRANT TITLE: FY27 OHS 250th Anniversary Motorist and Pedestrian Safety **Ordinance No.** 26-087

PROGRAM TITLE: FY27 OHS 250th Anniversary Motorist and Pedestrian Safety

Revenue	Current	Change	Revised
Federal	$ 26,000.00	$ -	$ 26,000.00
State	$ -	$ -	$ -
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 26,000.00	$ -	$ 26,000.00

Expense	Current	Change	Revised
Salaries and Wages	$ 26,000.00	$ -	$ 26,000.00
Benefits	$ -	$ -	$ -
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -
Contractual Services	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 26,000.00	$ -	$ 26,000.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 7/4/2026

Estimated Program Completion: 7/4/2026

Operating Budget Impact: $ 14,078.22 **Found in (ORG):** 10200305 - Police

Ordinance Passed/Date Revised:

PROGRAM DESCRIPTION:

The grant, funding with State of Delaware - Department of Safety and Homeland Security Federal pass-through funding from the U.S. Department of Transportation through the Delaware Office of Highway Safety will support overtime salaries during the campaign.

7/14/2026

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Admin/Finance
Date of introduction: July 14, 2026

ORDINANCE NO. 26-088

AMEND THE FY2026 APPROVED OPERATING BUDGET: APPROPRIATE STATE OF DELAWARE FUNDING RECEIVED FOR THE NEW CASTLE COUNTY POLICE EMPLOYEE'S RETIREMENT SYSTEM TO THE DEPARTMENT OF PUBLIC SAFETY EMPLOYEE BENEFITS BUDGETARY LINE ITEM

WHEREAS, New Castle County receives pension contributions from the State of Delaware for the New Castle County Police Employee's Retirement System; and

WHEREAS, the revenue measures heretofore adopted by the County Council are, in the opinion of the County Executive, estimated to yield sums at least sufficient to balance the proposed expenditures as set forth in the Annual Operating Budget as hereinafter amended.

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

Section 1. The Annual Operating Budget Ordinance for the fiscal year beginning July 1, 2025, is hereby amended by deleting the matter stricken and adding the matter underscored on the attached Exhibit "A".

Section 2. The foregoing amendment shall be considered a part of the Annual Operating Budget for the fiscal year beginning July 1, 2025 and shall be effective as though incorporated initially in the FY2026 Annual Operating Budget Ordinance.

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

Section 4. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to June 30, 2026.

Adopted by County Council
of New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance will appropriate $6,903,202.50 of revenue received from the State of Delaware to the New Castle County Department of Public Safety Employee Benefits Budgetary Line Item. New Castle County receives pension contributions from the State of Delaware for the New Castle County Police Employee's Retirement System.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to June 30, 2026.

FISCAL NOTE: This Ordinance, if approved will appropriate $6,903,202.50 of revenue received from the State of Delaware to the New Castle County Department of Public Safety Employee Benefits Budgetary Line Item.

Prior to 1996, New Castle County would deposit the revenue received from the State directly to the Pension Trust Fund. Upon the passage of Governmental Accounting Standards Board Statement # 24 (GASB 24), the County was required to record all on-behalf payments in the General Fund as revenue and expense the proceeds to the General Fund. The revenue is then recorded in the Pension Trust Fund.

The fiscal impact of this Ordinance, if approved, would increase the Employee Benefits line of the Department of Public Safety by $6,903,202.50.

The fiscal impact in subsequent years will be contingent upon any change by the State of Delaware in regards to the police pension program.

Acknowledged by the Chief Financial Officer June 29, 2026.

Overview of the Police Pension Funding from the State:
Police Officers hired subsequent to January 31, 1993 become members of the State of Delaware's County and Municipal Police/Firefighter's Pension Plan (C/M Plan). The pension contribution rate is established annually by the C/M Plan's actuary.

Since at least 1990, the County receives distributions of tax proceeds from the State of Delaware for County police (*18 Del. C. 707).* The State of Delaware funds distributions through a special tax levied on gross insurance premiums. The tax proceeds are deposited into a special fund, managed by the State Board of Pension Trustees and distributed based on two components:

1. Under *18 Del. C. 708 (b),* the State Board of Pension Trustees allocates the special fund deposits based on eligibility and proportionately distributes the funds on a per capita basis based on the total number of state, county and municipal police entitled to benefits from an annual registry in accordance with *18 Del. C. 709(a).* Funds are distributed to the proper officers of the state, county or municipal police department or bureau. Distribution takes place twice annually, on or before June 30 and December 31.

2. Under *18 Del. C. 708 (c),* the allocation of the special fund for "state police" provides post-retirement increases for retired county and municipal police and firefighters. The State Board of Pension Trustees allocates these funds on a per capita basis to the account of each eligible county or municipality upon the annual registry in accordance with *18 Del. C. 709(b).* Any county or municipality wishing to grant a post-retirement increase from the special fund shall submit a proposal to the State Board of Pension Trustees. In addition, prior to the implementation of such increase, the County must deposit into the special fund sufficient funds to cover 25% of the total actuarial cost of such increase.

COUNTY COUNCIL			
Salaries and Wages		$	2,708,793
Benefits			1,525,869
Training and Civic Affairs			66,220
Communication and Utilities			16,974
Materials and Supplies			38,688
Contractual Services			311,129
Equipment			2,363
Grants and Fixed Charges			444,909
Operating Transfer Charges			195,519
Total		***$***	***5,310,464***
Total Authorized Full-Time Positions	***35***		
COUNTY EXECUTIVE			
Salaries and Wages		$	2,305,318
Benefits			1,293,169
Training and Civic Affairs			42,627
Communication and Utilities			19,550
Materials and Supplies			23,336
Contractual Services			387,693
Equipment			1,050
Grants and Fixed Charges			490,075
Contingency			35,000
Operating Transfer Charges			112,454
Total		***$***	***4,710,271***
Total Authorized Full-Time Positions	***17***		
DEPARTMENT OF ADMINISTRATION			
Salaries and Wages		$	14,042,962
Benefits			7,834,901
Training and Civic Affairs			215,888
Communication and Utilities			8,386,742
Materials and Supplies			169,943
Contractual Services			8,794,771
Equipment			484,095
Grants and Fixed Charges			4,453,249
Operating Transfer Charges			1,198,287
Operating Transfer Credits			(14,044,103)
Total		***$***	***31,536,735***
Total Authorized Full-Time Positions	***173***		

DEPARTMENT OF PUBLIC WORKS		
Salaries and Wages	$	28,756,814
Benefits		16,093,269
Training and Civic Affairs		48,845
Communication and Utilities		27,456,675
Materials and Supplies		4,969,282
Contractual Services		11,455,557
Equipment		497,207
Grants and Fixed Charges		1,529,759
Land and Structures		50,000
Operating Transfer Charges		4,843,523
Operating Transfer Credits		(7,876,371)
Total	***$***	***87,824,560***
Total Authorized Full-Time Positions 389		

DEPARTMENT OF LAND USE		
Salaries and Wages	$	8,996,033
Benefits		5,031,240
Training and Civic Affairs		54,675
Communication and Utilities		124,467
Materials and Supplies		100,633
Contractual Services		1,488,543
Equipment		99,188
Grants and Fixed Charges		56,500
Operating Transfer Charges		1,073,339
Total	***$***	***17,024,618***
Total Authorized Full-Time Positions 113		

DEPARTMENT OF COMMUNITY SERVICES		
Salaries and Wages	$	14,008,316
Benefits		5,874,643
Training and Civic Affairs		33,831
Communication and Utilities		1,447,825
Materials and Supplies		1,494,747
Contractual Services		3,997,550
Equipment		179,725
Grants and Fixed Charges		3,235,149
Operating Transfer Charges		1,391,315
Operating Transfer Credits		(243,749)
Total	***$***	***31,419,352***
Total Authorized Full-Time Positions 162		

DEPARTMENT OF PUBLIC SAFETY				
Salaries and Wages			$	78,231,240
Benefits		~~43,444,049~~		50,347,252
Training and Civic Affairs				192,680
Communication and Utilities				1,008,895
Materials and Supplies				1,353,710
Contractual Services				2,641,928
Equipment				2,379,322
Grants and Fixed Charges				11,672,041
Operating Transfer Charges				8,501,518
Total		***~~149,425,383~~***	***$***	***156,328,586***
Total Authorized Full-Time Positions	***729***			
REGISTER OF WILLS				
Salaries and Wages			$	1,219,161
Benefits				669,258
Training and Civic Affairs				34,950
Communication and Utilities				10,257
Materials and Supplies				10,053
Contractual Services				62,715
Equipment				2,800
Operating Transfer Charges				97,749
Total			***$***	***2,106,943***
Total Authorized Full-Time Positions	***20***			
RECORDER OF DEEDS				
Salaries and Wages			$	1,377,085
Benefits				764,405
Training and Civic Affairs				40,170
Communication and Utilities				30,665
Materials and Supplies				12,398
Contractual Services				83,945
Equipment				6,150
Grants and Fixed Charges				18,350
Operating Transfer Charges				172,975
Total			$	***2,506,143***
Total Authorized Full-Time Positions	***23***			

SHERIFF			
Salaries and Wages		$	1,482,722
Benefits			835,738
Training and Civic Affairs			29,452
Communication and Utilities			12,261
Materials and Supplies			21,259
Contractual Services			55,999
Equipment			5,000
Operating Transfer Charges			150,197
Total		***$***	***2,592,628***
Total Authorized Full-Time Positions	***21***		
CLERK OF THE PEACE			
Salaries and Wages		$	528,809
Benefits			298,062
Training and Civic Affairs			9,600
Communication and Utilities			3,586
Materials and Supplies			7,939
Contractual Services			34,421
Equipment Replacement			0
Operating Transfer Charges			35,085
Total		***$***	***917,502***
Total Authorized Full-Time Positions	***7***		
DEBT SERVICE			
Debt Service		$	47,892,496
Total		***$***	***47,892,496***
Total Authorized Full-Time Positions			
ETHICS COMMISSION			
Salaries and Wages		$	44,477
Benefits			4,092
Training and Civic Affairs			10,500
Communication and Utilities			1,745
Materials and Supplies			2,450
Contractual Services			235,747
Equipment			500
Operating Transfer Charges			6,796
Total		***$***	***306,307***
Total Authorized Full-Time Positions	***0***		

COUNCIL CONTINGENCY		
Contingency	$	7
Total	***$***	***7***
Total Authorized Full-Time Positions		
EXECUTIVE CONTINGENCY		
Contingency	$	31,225
Total	***$***	***31,225***
Total Authorized Full-Time Positions		
PERSONNEL CONTINGENCY		
Contingency	$	90,600
Total	***$***	***90,600***
Total Authorized Full-Time Positions		
BENEFITS CONTINGENCY		
Contingency	$	1,763,275
Total	***$***	***1,763,275***
Total Authorized Full-Time Positions		
DE PFML INS PROG CONTINGENCY		
Contingency	$	486,725
Total	***$***	***486,725***
Total Authorized Full-Time Positions		
ATTRITION CONTINGENCY		
Personal Services - Salaries and Wages	$	(6,107,378)
Personal Services - Employee Benefits	$	(3,442,422)
Total	***$***	***(9,549,800)***
Total Authorized Full-Time Positions		
ONE-TIME CONTINGENCY		
Contingency	$	307,576
Total	***$***	***307,576***

NEW CASTLE COUNTY			
Salaries and Wages		$	147,594,352
Benefits	~~80,226,273~~		87,129,476
Training and Civic Affairs			779,438
Communication and Utilities			38,519,642
Materials and Supplies			8,204,438
Contractual Services			29,549,997
Equipment			3,657,400
Grants and Fixed Charges			21,900,032
Debt Service			47,892,496
Land and Structures			50,000
Contingency			2,714,408
Operating Transfer Charges			17,778,757
Operating Transfer Credits			(22,164,223)
Sub-Total New Castle County	~~***376,703,010***~~	***$***	**383,606,213**
Total Authorized Full-Time Positions	***1,689***		

RESERVE ACCOUNTS ANTICIPATED BALANCES AS OF JUNE 9, 2026	
Tax Stabilization Reserve Account	52,704,771
Sewer Rate Stabilization Reserve Account	15,087,725
General Fund Budget Reserve Account	46,910,980
Sewer Fund Budget Reserve Account	19,038,698
Total Reserves:	**133,742,174**

Prime Sponsor(s): Mr. Smiley
Co-sponsor(s): Ms. Williams-Johns
Requested by: County Council
Date of introduction: July 14, 2026

ORDINANCE NO. 26-090

**AMEND THE GRANTS BUDGET:
APPROPRIATE FUNDING FROM THE NEW CASTLE COUNTY COUNCIL FY2027 APPROVED OPERATING BUDGET TO THE SENIOR HOME REPAIR PROGRAM GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES**

WHEREAS, the Senior Home Repair Program Grant is designed to provide minor housing repair assistance to eligible senior homeowners age 60 and older with a maximum grant amount of $2,500.00; and

WHEREAS, the home must be located in New Castle County, outside the boundaries of Wilmington and Newark; and

WHEREAS, there are currently over 137 seniors on the waiting list for this program; and

WHEREAS, New Castle County Council has determined that there will be unspent funding available in the Grants and Fixed Charges Budget Line Item at the end of FY2026; and

WHEREAS, New Castle County Council wishes to provide $5,000 to the Senior Home Repair Program Grant from their Grants and Fixed Charges Budget Line Item within the FY2027 Approved Operating Budget; and

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

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

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

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

Adopted by County Council of
New Castle County on: 7/28/26

_____

Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____

Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $5,000 from the County Council – Grants and Fixed Charges Budget Line Item within the FY2027 Approved Operating Budget to the Senior Home Repair Program Grant. In order to complete this transaction, **Ordinance No. 26-091 must be passed by County Council to complete this transaction.**

The Senior Home Repair Program Grant is designed to provide minor housing repair assistance to eligible senior homeowners age 60 and older, who own and reside in their home as their primary residence, have assets under the asset limit and have homeowners insurance. The maximum grant amount is $2,500. The home must be located in New Castle County, outside the boundaries of Wilmington and Newark. There are currently over 137 seniors on the waiting list for this program. Funding for the program is from the Community Development Block Grant Program.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $5,000 in funding to the Senior Home Repair Program Grant, which is administered by the Department of Community Services. Partial funding for this program will be provided from the County Council – Grants and Fixed Charges Budget Line Item in the FY2027 Approved Operating Budget.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget by $5,000. This increase will affect FY2027 and beyond since this program is ongoing, without an expiration date, until all funds have been expended.

Acknowledged by the Chief Financial Officer July 1, 2026.

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

GRANT TITLE: Senior Home Repair Program **Ordinance No.** 26-090

PROGRAM TITLE: Senior Home Repair Program

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	$ -	$ -	$ -
County	~~$ 658,676.46~~	$ 5,000.00	$ 663,676.46
Program Income	$ 108,436.05	$ -	$ 108,436.05
Other	$ -	$ -	$ -
Total	~~$ 767,112.51~~	$ 5,000.00	$ 772,112.51

Expense	Current	Change	Revised
Salaries and Wages	$ -	$ -	$ -
Benefits	$ -	$ -	$ -
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -
Contractual Services	$ 60,205.50	$ -	$ 60,205.50
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	~~$ 706,907.01~~	$ 5,000.00	$ 711,907.01
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	~~$ 767,112.51~~	$ 5,000.00	$ 772,112.51

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 7/1/2012

Estimated Program Completion: ongoing

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

Ordinance Passed/Date Revised:

12-043	4/24/2012	23-064	5/23/2023
18-072	7/16/2018	24-090 Sub 1	6/11/2024
19-065	7/3/2019	24-119	7/9/2024
20-060	6/9/2020	25-035	4/8/2025
21-075 Floor Amend 1	6/16/2021	25-068	5/27/2025
21-106	9/30/2021	26-062	5/26/2026
22-068	5/24/2022		

PROGRAM DESCRIPTION:

The Senior Home Repair Program is designed to provide minor housing repair assistance to eligible senior homeowners age 60 and older, who own and reside in their home as their primary residence, have assets under the asset limit and have homeowners insurance. The maximum grant amount is $2,500. The home must be located in New Castle County, outside the boundaries of Wilmington and Newark. There are currently over 137 seniors on the waiting list for this program. Funding for the program is from the Sheriff's Office, Program Income and the General Fund.

~~5/26/2026~~ 7/14/2026

Prime Sponsor(s): Mr. Smiley
Requested by: County Council
Date of introduction: July 14, 2026

ORDINANCE NO. 26-091

AMEND THE FY2027 APPROVED OPERATING BUDGET: REDUCE THE GRANTS AND FIXED CHARGES BUDGET LINE ITEM OF COUNTY COUNCIL TO PROVIDE FUNDING FOR NEW CASTLE COUNTY OPERATING PROGRAMS AND GRANTS

WHEREAS, County Council has budgeted funding available in the Grants and Fixed Charges Budget Line Item; and

WHEREAS, the Department of Public Safety, Division of Communication provides New Castle County with a computer aided emergency communications center that is easily accessible to all residents and is responsive to all emergency 911 and non-emergency call requests for police, fire, and emergency medical services, regardless of callers' location; and

WHEREAS, New Castle County Council would like to contribute $5,000 to enable the Department of Public Safety, Division of Emergency Communications to continue its successful community outreach program by offering a training course and certification as an Emergency Telecommunicator for up to twenty-five participants; and

WHEREAS, successful completion of the training program will assist future, interested job applicants who apply for 911 system positions in meeting minimum and/or preferred qualifications during the application process; and

WHEREAS, the Department of Community Services, Division of Community Development and Housing provides Community Cleanup efforts to areas in need in New Castle County; and

WHEREAS, New Castle County Council would like to contribute $5,000 to enable the Department of Community Services, Division of Community Development and Housing to continue its successful Community Cleanup efforts to areas in need in New Castle County; and

WHEREAS, the Senior Home Repair Program Grant is designed to provide minor housing repair assistance to eligible senior homeowners age 60 and older with a maximum grant amount of $2,500.00; and

WHEREAS, the home must be located in New Castle County, outside the boundaries of Wilmington and Newark and there are currently over 129 seniors on the waiting list for this program; and

WHEREAS, New Castle County Council wishes to provide $5,000 to the Senior Home Repair Program Grant; and

WHEREAS, the State of Delaware, Division of Public Health discontinued the Rodent Control Program in 2019; and

WHEREAS, New Castle County Council wishes to provide $5,000 to the Department of Land Use, Division of Customer Relations and Enforcement to assist with rodent control in vacant properties; and

WHEREAS, these funds will be utilized to address rodent issues throughout communities when new development is occurring nearby that displaced rodents or when a community has an infestation in a few houses that is affecting the rest of the community; and

WHEREAS, the Department of Public Safety Pipes and Drums Band is made up of employees across the Department who volunteer their time and musical talent to perform at various events representing the Department of Public Safety and New Castle County while expanding community relationships; and

WHEREAS, New Castle County Council wishes to provide $5,000 to the Department of Public Safety, Division of Administration to assist with purchasing uniforms for the Department of Public Safety's Pipes and Drums Band; and

WHEREAS, the revenue measures heretofore adopted by the County Council are, in the opinion of the County Executive, estimated to yield sums at least sufficient to balance the proposed expenditures as set forth in the Annual Operating Budget as hereinafter amended.

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

Section 1. The Annual Operating Budget Ordinance for the fiscal year beginning July 1, 2026, is hereby amended by deleting the material that is stricken and adding the material that is underscored on the attached Exhibit "A."

Section 2. The foregoing amendment shall be considered a part of the Annual Operating Budget for the fiscal year beginning July 1, 2026 and shall be effective as though incorporated initially in the Annual Operating Budget Ordinance.

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

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will transfer $25,000 from the County Council – Grants and Fixed Charges Budget Line Item within the FY2027 Approved Operating Budget and appropriate $5,000 to the Department of Public Safety, Division of Emergency Communications to enable them to reach out to the community by offering a training course and certification as an Emergency Telecommunicator for up to twenty-five participants, $5,000 to the Department of Community Services, Division of Community Development and Housing to provide Community Cleanup efforts to areas in need in New Castle County, $5,000 to the Senior Home Repair Program Grant, $5,000 to the Department of Land Use, Division of Customer Relations and Enforcement to assist with rodent control in vacant properties and $5,000 to the Department of Public Safety, Division of Administration to assist with purchasing uniforms for the Department of Public Safety's Pipes and Drums Band. **Ordinance No. 26-090 must first be passed by County Council to amend the existing grant.**

FISCAL NOTE: This Ordinance, if approved, will amend the FY2027 Approved Operating Budget by reducing the County Council – Grants and Fixed Charges Budget Line Item by $25,000 and appropriating $5,000 to the Department of Public Safety – Salaries and Wages, Employee Benefits and Materials and Supplies Budget Line Items, $5,000 to the Department of Community Services – Contractual Services Budget Line Item, $5,000 to the Senior Home Repair Program Grant, $5,000 to the Department of Land Use, Division of Customer Relations and Enforcement – Contractual Services Budget Line Item and $5,000 to the Department of Public Safety, Division of Administration – Materials and Supplies Budget Line Item.

This legislation will result in no increase to the FY2027 Approved Operating Budget if this Ordinance and it's companion Ordinance are approved. The resulting effect will be the transfer of $20,000 of FY2027 Approved Operating Budget between Departments and the transfer of $5,000 of FY2027 Approved Operating Budget spending authority to the Grants Budget. There is no fiscal impact beyond FY2027.

Acknowledged by the Chief Financial Officer July 1, 2026.

COUNTY COUNCIL				
Salaries and Wages			$	2,730,491
Benefits				1,477,914
Training and Civic Affairs				65,212
Communication and Utilities				11,408
Materials and Supplies				60,772
Contractual Services				256,247
Equipment				1,600
Grants and Fixed Charges		~~469,732~~		444,732
Operating Transfer Charges				181,699
Total		***~~5,255,075~~***	***$***	***5,230,075***
Total Authorized Full-Time Positions	***35***			
COUNTY EXECUTIVE				
Salaries and Wages			$	2,401,265
Benefits				1,296,477
Training and Civic Affairs				41,904
Communication and Utilities				14,769
Materials and Supplies				22,236
Contractual Services				248,565
Equipment				1,000
Grants and Fixed Charges				43,000
Contingency				55,000
Operating Transfer Charges				114,934
Total			***$***	***4,239,150***
Total Authorized Full-Time Positions	***17***			
DEPARTMENT OF ADMINISTRATION				
Salaries and Wages			$	15,179,002
Benefits				8,174,714
Training and Civic Affairs				199,555
Communication and Utilities				9,592,710
Materials and Supplies				169,549
Contractual Services				8,002,559
Equipment				318,900
Grants and Fixed Charges				4,082,350
Operating Transfer Charges				1,004,932
Operating Transfer Credits				(14,008,398)
Total			***$***	***32,715,873***
Total Authorized Full-Time Positions	***177***			

DEPARTMENT OF PUBLIC WORKS				
Salaries and Wages			$	27,101,408
Benefits				14,637,068
Training and Civic Affairs				88,079
Communication and Utilities				28,464,659
Materials and Supplies				4,918,251
Contractual Services				11,344,204
Equipment				536,333
Grants and Fixed Charges				1,294,498
Land and Structures				35,000
Operating Transfer Charges				4,964,157
Operating Transfer Credits				(7,906,610)
Total			***$***	***85,477,047***
Total Authorized Full-Time Positions	***389***			
DEPARTMENT OF LAND USE				
Salaries and Wages			$	9,147,002
Benefits				4,932,574
Training and Civic Affairs				66,975
Communication and Utilities				100,483
Materials and Supplies				106,727
Contractual Services		~~1,204,609~~		1,209,609
Equipment				56,240
Grants and Fixed Charges				56,500
Operating Transfer Charges				812,369
Total		***~~16,483,479~~***	***$***	***16,488,479***
Total Authorized Full-Time Positions	***113***			
DEPARTMENT OF COMMUNITY SERVICES				
Salaries and Wages			$	12,751,262
Benefits				6,072,129
Training and Civic Affairs				9,960
Communication and Utilities				1,356,485
Materials and Supplies				1,029,334
Contractual Services		~~3,258,150~~		3,263,150
Equipment				1,500
Grants and Fixed Charges				3,296,066
Operating Transfer Charges				1,590,723
Operating Transfer Credits				(257,608)
Total		***~~29,108,001~~***	***$***	***29,113,001***
Total Authorized Full-Time Positions	***161***			

DEPARTMENT OF PUBLIC SAFETY				
Salaries and Wages		~~83,209,835~~	$	83,212,189
Benefits		~~44,672,013~~		44,673,359
Training and Civic Affairs				205,206
Communication and Utilities				1,065,054
Materials and Supplies		~~1,493,047~~		1,494,347
Contractual Services		~~2,698,422~~		2,703,422
Equipment				3,899,005
Grants and Fixed Charges				9,204,644
Operating Transfer Charges				8,603,175
Total		***~~155,050,401~~***	***$***	***155,060,401***
Total Authorized Full-Time Positions	***729***			

REGISTER OF WILLS				
Salaries and Wages			$	1,230,774
Benefits				660,764
Training and Civic Affairs				34,950
Communication and Utilities				9,527
Materials and Supplies				10,053
Contractual Services				62,715
Equipment				2,800
Operating Transfer Charges				112,881
Total			***$***	***2,124,464***
Total Authorized Full-Time Positions	***20***			

RECORDER OF DEEDS			
Salaries and Wages		$	1,302,349
Benefits			698,105
Training and Civic Affairs			40,170
Communication and Utilities			30,597
Materials and Supplies			12,398
Contractual Services			82,718
Equipment			6,150
Grants and Fixed Charges			18,350
Operating Transfer Charges			187,466
Total		$	***2,378,303***
Total Authorized Full-Time Positions	***23***		
SHERIFF			
Salaries and Wages		$	1,492,735
Benefits			808,273
Training and Civic Affairs			24,412
Communication and Utilities			11,740
Materials and Supplies			28,259
Contractual Services			52,249
Equipment			5,000
Operating Transfer Charges			165,848
Total		***$***	***2,588,516***
Total Authorized Full-Time Positions	***21***		
CLERK OF THE PEACE			
Salaries and Wages		$	540,993
Benefits			292,932
Training and Civic Affairs			7,700
Communication and Utilities			2,094
Materials and Supplies			9,704
Contractual Services			19,218
Equipment Replacement			0
Operating Transfer Charges			42,052
Total		***$***	***914,693***
Total Authorized Full-Time Positions	***7***		
DEBT SERVICE			
Debt Service		$	48,468,304
Total		***$***	***48,468,304***
Total Authorized Full-Time Positions			

ETHICS COMMISSION		
Salaries and Wages	$	45,589
Benefits		11,776
Training and Civic Affairs		10,500
Communication and Utilities		1,500
Materials and Supplies		2,450
Contractual Services		235,747
Equipment		500
Operating Transfer Charges		7,770
Total	***$***	***315,832***
Total Authorized Full-Time Positions 0		

COUNCIL CONTINGENCY		
Contingency	$	225,000
Total	***$***	***225,000***
Total Authorized Full-Time Positions		

EXECUTIVE CONTINGENCY		
Contingency	$	600,000
Total	***$***	***600,000***
Total Authorized Full-Time Positions		

PERSONNEL CONTINGENCY		
Contingency	$	455,000
Total	***$***	***455,000***
Total Authorized Full-Time Positions		

DE PFML INSURANCE PROGRAM CONTINGENCY		
Contingency	$	800,000
Total	***$***	***800,000***
Total Authorized Full-Time Positions		

ONE-TIME CONTINGENCY		
Contingency	$	414,000
Total	***$***	***414,000***

NEW CASTLE COUNTY			
Salaries and Wages	~~157,132,705~~	$	157,135,059
Benefits	~~83,734,739~~		83,736,085
Training and Civic Affairs			794,623
Communication and Utilities			40,661,026
Materials and Supplies	~~7,862,780~~		7,864,080
Contractual Services	~~27,465,403~~		27,480,403
Equipment			4,829,028
Grants and Fixed Charges	~~*18,465,140*~~		18,440,140
Debt Service			48,468,304
Land and Structures			35,000
Contingency			2,549,000
Operating Transfer Charges			17,788,006
Operating Transfer Credits			(22,172,616)
Sub-Total New Castle County	~~***387,613,138***~~	***$***	**387,608,138**
Total Authorized Full-Time Positions ***1,692***			

RESERVE ACCOUNTS ANTICIPATED BALANCES AS OF JUNE 30, 2026	
Tax Stabilization Reserve Account	35,553,908
Sewer Rate Stabilization Reserve Account	13,410,350
General Fund Budget Reserve Account	46,910,980
Sewer Fund Budget Reserve Account	19,038,698
Total Reserves:	**114,913,935**

Prime sponsor(s): Ms. Durham
Date of introduction: December 9, 2025

ORDINANCE NO. 25-163

AMENDING *NEW CASTLE COUNTY CODE* CHAPTER 6 ("BUILDING CODE "), ARTICLE 3 ("ADMINISTRATION") TO CODIFY THE PLUMBING AND MECHANICAL TECHNICAL ADVISORY COMMITTEE WITHIN THE *NEW CASTLE COUNTY CODE*

WHEREAS, the Plumbing and Mechanical Technical Advisory Committee ("PMTAC") and its related code requirements do not formally appear in the body of *New Castle County Code*; and

WHEREAS, for consistency the Plumbing and Mechanical Technical Advisory Committee is being incorporated into *County Code*, consistent with all other Committees, Boards, and Commissions; and

WHEREAS, New Castle County Council finds that the provisions of this Ordinance are rationally and reasonably related to and substantially advance its goal of protecting and preserving legitimate government interests, including the protection and preservation of the public health, safety, prosperity, general welfare, and quality of life of New Castle County and its residents.

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

Section 1. *New Castle County Code* Chapter 6 ("Building Code"), Article 3 ("Administration") is hereby amended to include a new section by adding the material that is underlined, as follows.

…

Sec. 6.03.024 - Plumbing and Mechanical Technical Advisory Committee.

A. *Establishment*. The Plumbing and Mechanical Technical Advisory Committee ("PMTAC") is established and authorized by appointment of the General Manager of the Department of Land Use.

B. *Purpose*.

1. The PMTAC is to advise the Licensing Division within the Department of Land Use regarding the application and administration of the provisions of the International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code, and associated codes and standards with respect to:

a. Reviewing and recommending code amendments, interpretations, and modifications.

b. Reviewing and recommending the minimum acceptable qualifications for the purpose of issuing plumbing and mechanical contractor licenses (excluding licenses issued by the State of

Delaware) for the purposes of obtaining a permit.

c. Reviewing and recommending appropriate action on new equipment or products.

d. Reviewing and recommending appropriate administrative actions to be imposed for violations of code provisions when requested to do so.

C. *Membership*.

1. PMTAC shall consist of a minimum of 7 members who have held valid New Castle County plumbing, heating, and/or air conditioning licenses for at least 10 years and whose license remains active. Members must have a place of business in New Castle County but are not employed by the County.

2. Appointments are for a 4-year term.

3. Any member of PMTAC who fails to attend 3 consecutive, regularly-scheduled meetings forfeits membership and the resulting vacancy shall be filled as provided under this section.

a. When the Chair deems the absence from a meeting to be due to illness, incapacity, or a family crisis, then such absence shall be excused and not count against the member.

4. Vacancies

a. Mid-term vacancies, excluding the chair, shall be filled by the General Manager of the Department of Land Use for the remainder of the term and in the same manner as in the case of regular appointments under this section. Any member whose term has expired may continue to serve until reappointed or replaced.

5. Only eligible Committee members, which does not include current employees of any governmental body, shall be compensated for each meeting attended in accordance with a pay plan adopted by County Council.

D. *Chair, election, and duties*.

1. Election of the Chair.

a. Nominations for the Chair shall be made from the floor and the election shall follow immediately thereafter.

1. The candidate receiving at least a majority vote shall be declared elected.

b. Mid-term vacancies in the office of Chair shall be filled immediately by regular election procedures at the first scheduled business meeting following the vacancy.

c. Should the Chair be absent from a meeting, the members present shall elect one of their members to be the temporary Chair.

2. *Duties*

a. The Chair shall preside at all meetings and hearings of the PMTAC and shall perform all duties normally conferred by parliamentary usage on such office as well as those duties specified in any bylaws.

b. The Chair shall be a voting member of the PMTAC, and shall have the privilege of discussing all matters before the PMTAC.

E. *Staff*.

1. The Licensing Division of the Department of Land Use shall provide support staff to accomplish the PMTAC's administrative functions and responsibilities.

2. Staff shall maintain the minutes and records of the PMTAC, prepare agenda of regular and special meetings, provide notice of meetings to committee members, arrange proper public notice of meetings and any other public advertising, and attend to the correspondence of the committee.

3. The Department of Law shall provide necessary legal support to assist the committee to accomplish its assigned functions.

F. *Business Meetings*.

1. The PMTAC shall meet as needed to address organizational matters and such other business that the Chair or a majority of the Committee deems appropriate.

2. The regular business meetings of the PMTAC shall be held at the call of the Chair at a time and place the PMTAC designates.

3. A quorum of not less than 4 members shall be necessary for the PMTAC to take official action on any matter. A motion is carried by a simple majority of members present.

4. If requested by the Chair or by a majority of the members present at any properly constituted meeting, voting shall be by roll call and a record of the roll shall be kept as a part of the minutes.

5. Special meetings may be called by the Chair, or by a majority of the members present at a regularly scheduled meeting. The public notice of the special meeting shall specify its purpose and no other business will be considered.

6. A meeting may be postponed to an alternative date and time agreeable to the Committee upon at least a majority vote in favor.

7. Proceedings shall be conducted in accordance with 29 *Del. C.* Ch. 100 ("The *Delaware Freedom of Information Act*").

8. At the business meeting, the order of business shall be:

a. Call to order.

b. Roll call and determination of quorum.

c. Minutes of previous meeting.

d. New Business (as specifically identified in the meeting notice).

e. Schedule for next meeting.

f. Adjournment.

9. *Robert's Rules of Order* shall govern the meetings of the PMTAC unless they are inconsistent with bylaws adopted by the PMTAC, in which case the bylaws prevail.

10. The members of the PMTAC should be provided the meeting minutes within 10 business days, where possible.

G. *Amendments*.

1. The PMTAC, to the extent it deems necessary or helpful, may adopt and amend bylaws and rules to govern the procedure of the Committee.

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

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
of New Castle County

SYNOPSIS: This Ordinance codifies language regarding the Plumbing and Mechanical Technical Advisory Committee ("PMTAC") within the *New Castle County Code.*

FISCAL NOTE: This Ordinance has no known fiscal impact.

Prime sponsor(s): Ms. Durham
Date of introduction: December 9, 2025

SUBSTITUTE NO. 1 TO ORDINANCE NO. 25-164

AMENDING *NEW CASTLE COUNTY CODE* CHAPTER 40 ("UNIFIED DEVELOPMENT CODE") AND APPENDIX 6 RELATING TO THE STRUCTURE OF CERTAIN COUNTY COMMITTEES

WHEREAS, language identifying a Design Review Advisory Committee ("DRAC"), the Resource Protection Area Technical Advisory Committee ("RPATAC"), and the Technical Advisory Committee ("TAC") should be comprehensive and clear; and

WHEREAS, language currently describing membership for RPATAC is located in an appendix separated from the Code section establishing RPATAC in the body of the *New Castle County Code*; and

WHEREAS, updates to the membership of the TAC are necessary to align with the function of the committee; and

WHEREAS, the current relevant sections of the *County Code* are in need of clarity and specificity so that they are more clearly understood and more closely followed; and

WHEREAS, New Castle County Council finds that the provisions of this Ordinance are rationally and reasonably related to and substantially advance its goal of protecting and preserving legitimate government interests, including the protection and preservation of the public health, safety, prosperity, general welfare, and quality of life of New Castle County and its residents.

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

Section 1. *New Castle County Code* Chapter 40 ("Unified Development Code") and Appendix 6 are hereby amended by adding the material that is underlined and deleting the material with strikethroughs, as follows.

Chapter 40 – UNIFIED DEVELOPMENT CODE…

…

Sec. 40.26.420. Designation <u>of district</u>.

A. County Council may establish <u>a</u> Hometown (<u>"</u>HT<u>"</u>) Overlay Zoning Districts~~,~~ pursuant to process and standards for a zoning map amendment set forth in Article 31 of this Chapter.
B. The ~~Hometown~~ (HT~~)~~ Overlay Zoning District encompasses the boundaries of communities and neighborhoods that will be subject to a modification of

dimensional standards as set forth herein and by an approved Community Redevelopment Plan.

C. When the establishment of a ~~Hometown~~ HT Overlay District requires an amendment to the Comprehensive Development Plan, the County must amend the Comprehensive Plan consistent with State Code.

D. The description and identification of these communities shall be through civic initiative and public input to determine the unique qualities, landscapes, land use, development patterns, amenities, road network and transit facilities, community uses, public spaces and other assets that define and characterize that community. The delineation of a community shall not be comprised of only one ~~(1)~~ land use type. Communities are composed of a variety of uses that include residential, commercial, employment, recreational and institutional uses. While not all communities have each of these categories, all communities do exhibit a variety of land uses that together contribute to the identity and function of the community.

E. All proposed land use applications reviewed by the Department shall comply with a Community Redevelopment Plan and/or Design Guidelines adopted for a community.

F. A Design Review Advisory Committee shall be established pursuant to Section 40.30.450 for each HT Zoning Overlay District that is created.

1. Currently, an HT Zoning Overlay District exists in:

a. Claymont
b. Hockessin
c. Centreville
d. North St. Georges

~~Sec. 40.26.440. - Design Review Advisory Committee ("DRAC").~~

~~A Design Review Advisory Committee shall be established pursuant to Section 40.30.450 for each Hometown Zoning Overlay District created.~~

Sec. 40.30.310. - Planning Board.

The Planning Board…

…

G. Any other power…

Only eligible Committee members, which does not include current employees of any governmental body, shall be compensated for each meeting attended in accordance with a pay plan adopted by County Council.

Sec. 40.30.320. - Board of Adjustment.

The Board of Adjustment…

…

D. Any other power…

Only eligible Committee members, which does not include current employees of any governmental body, shall be compensated for each meeting attended in accordance with a pay plan adopted by County Council.

Sec. 40.30.330. - Historic Review Board.

…

The Historic Review Board…

…

K. The Historic Review Board…

Only eligible Committee members, which does not include current employees of any governmental body, shall be compensated for each meeting attended in accordance with a pay plan adopted by County Council.

Sec. 40.30.430. - Resource Protection Area, Technical Advisory Committee ("RPATAC").

A. Membership

1. The RPATAC shall consist of 13 members, each appointed by the County Executive for a 4 year term. The County Executive shall designate the Chair.
2. The 13 members will include one representative from each of the following:
    a. Energy industry
    b. Consulting Engineers' Council
    c. Department of Natural Resources and Environmental Control
    d. Delaware Geologic Survey
    e. The County Chamber of Commerce
    f. The County Department of Land Use
    g. The County Department of Public Works
    h. Water Company
    i. University of Delaware Water Resources Agency

j. Environmental advocacy group

k. Private sector

l. New Castle Conservation District

m. Private sector environmental professional

3. Members may be reappointed, and each member may serve until a successor is appointed.

B. The purposes and duties of the RPATAC are to:

1. ~~A.~~ Provide technical support and recommendations to the Department concerning the technical definition and criteria of any resource protection area or level as depicted in Table 40.10.010.

2. ~~B.~~ Advise the Department when it is determined that environmental standards contained in this Article should be amended.

3. ~~C.~~ Provide technical support and recommendations to the Department, Board of Adjustment and Planning Board regarding any application concerning an Article 10 standard.

4. ~~D.~~ Advise the Department when the RPATAC determines that Article 10, or any regulations, interpretations or policies promulgated pursuant to Article 10, should be amended.

5. ~~E.~~ Assist the Department as requested.

6. ~~F.~~ Provide technical support, review and recommendations on all floodplain variance applications and variance applications concerning the reduction of the required OSR for major residential land developments depicted in Table 40.04.110.

7. ~~H.~~ Upon request from the Department, RPATAC shall provide recommendations regarding application of the standards to rezoning, subdivision, and land development submissions relative to any issue involving a protected resource.

8. ~~I.~~ Provide technical support and recommendations to the Department concerning the transfer of development rights from one WRPA to another.

C. Only eligible Committee members, which does not include current employees of any governmental body, shall be compensated for each meeting attended in accordance with a pay plan adopted by County Council.

…

Sec. 40.30.450. - Design Review Advisory Committee ("DRAC").

A. A DRAC shall be established for each ~~Hometown~~ HT Overlay Zoning District. The Department shall ~~be~~ provide the professional staff for each Committee. The current Design Review Advisory Committees are the:

1. Claymont Design Review Advisory Committee

2. Hockessin Design Review Advisory Committee

3. Centreville Design Review Advisory Committee

4. North St. Georges Design Review Advisory Committee

~~A~~ B. Purposes and duties of each Committee shall be:...

~~B~~ C. The Committee shall adopt bylaws and rules…

~~C~~ D. Members. The District Council person(s), in whose councilmanic district…

E. Only eligible Committee members, which does not include current employees of any governmental body, shall be compensated for each meeting attended in accordance with a pay plan adopted by County Council.

Sec. 40.30.460. – Technical Advisory Committee ("TAC").

One (1) representative from each of the following:

a. New Castle County Department of Land Use

b. New Castle Conservation District

c. Delaware Geological Survey

d. Delaware Department of Natural Resources Environmental Control

e. Delaware Department of Transportation

f. Water Resources Agency

g. Private Sector

Only eligible Committee members, which does not include current employees of any governmental body, shall be compensated for each meeting attended in accordance with a pay plan adopted by County Council.

APPENDIX 6. - MISCELLANEOUS ITEMS

~~**1. Technical Advisory Committee.**~~

~~One (1) representative from each of the following:~~

~~New Castle County Department of Land Use~~

~~Licensing Division, Engineering Section~~

~~Planning Division, Historic Preservation Section~~

~~Department of Public Works~~

~~Department of Police~~

~~New Castle Conservation District~~

~~Delaware Geological Survey~~

~~State of Delaware~~

~~Division of Public Health~~

~~Division of State Police (Planning Section, Troop 1, Troop 6, Troop 9)~~

~~Office of the State Fire Marshal~~

~~DelDOT, State Highway Department, Subdivision Manager~~

~~DelDOT, Division of Highways~~

~~DNREC, Office of the Secretary~~

~~State Planning Coordinator~~

~~Department of Agriculture, Urban Forester~~

~~Bureau of Archeology and Historic Preservation~~

~~Delaware Transit Corporation~~

~~Water Resources Agency of New Castle County~~

~~Public Service Commission~~

~~Public Water Company (City of Newark, United Water Delaware, City of Wilmington, Artesian, Tidewater Utilities, Town of Middletown)~~

~~Delaware Farm Bureau~~

~~2. Resource Protection Area Technical Advisory Committee.~~

~~One (1) representative from each of the following:~~

~~Chemical Industry~~

~~Consulting Engineers' Council~~

~~DNREC~~

~~Delaware Geologic Survey~~

~~The County Chamber of Commerce~~

~~The County Department of Land Use~~

~~The County Department of Public Works~~

~~Water Company Representative~~

~~Water Resources Agency of New Castle County~~

~~University of Delaware Water Resources Agency~~

~~Environmental Advocacy Group Representative~~

~~Private Sector Representative~~

~~New Castle Conservation District~~

~~Private Sector Environmental Professional~~

~~The members shall be appointed by the County Executive for a four (4) year term. The members may be reappointed, and each member shall serve until a successor is appointed. The chairman shall be designated by the County Executive~~….

~~3~~ 2. Department of Land Use Distribution of Approved Plans….

4 3. Source of Data for Establishing Resource Protection Levels (supplement to Table 40.05.420).

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

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
of New Castle County

SYNOPSIS: This Ordinance clarifies the language regarding Hometown Zoning Overlay Districts and the accompanying Design Review Advisory Committee that is associated with each District as required under Sections 40.26.240 and 40.30.450.

Furthermore, the Ordinance removes redundant language in Section 40.26.440. In addition, as with other committees and boards, the Ordinance consolidates Code sections and membership structure relating to the RPATAC in a manner that is much easier to follow by organizing the language in a more comprehensive and logical manner, from Appendix 6 to Section 40.30.430.

Finally, this Ordinance updates the membership of the Technical Advisory Committee.

Substitute No. 1 makes the following changes:

Sec. 40.30.310: The Substitute clarifies the eligibility for compensation language for the Planning Board.

Sec. 40.30.320: The Substitute clarifies the eligibility for compensation language for the Board of Adjustment.

Sec. 40.30.330: The Substitute clarifies the eligibility for compensation language for the Historic Review Board.

Sec 40.30.430: The Substitute revises the proposed structure of Section 40.30.430 to list the “Membership” prior to the “Purpose”, consistent with other Boards and Commissions code structures.

Sec. 40.30.460: The Substitute relocates the Technical Advisory Committee membership list from Appendix 6 to Article 30.

FISCAL NOTE: This Ordinance has no discernible fiscal impact.

Prime sponsor(s): Ms. Durham
Date of introduction: December 9, 2025

ORDINANCE NO. 25-164

AMENDING *NEW CASTLE COUNTY CODE* CHAPTER 40 ("UNIFIED DEVELOPMENT CODE") AND APPENDIX 6 RELATING TO THE STRUCTURE OF CERTAIN COUNTY COMMITTEES

WHEREAS, language identifying a Design Review Advisory Committee ("DRAC"), the Resource Protection Area Technical Advisory Committee ("RPATAC"), and the Technical Advisory Committee ("TAC") should be comprehensive and clear; and

WHEREAS, language currently describing membership for RPATAC is located in an appendix separated from the Code section establishing RPATAC in the body of the *New Castle County Code*; and

WHEREAS, updates to the membership of the TAC are necessary to align with the function of the committee; and

WHEREAS, the current relevant sections of the *County Code* are in need of clarity and specificity so that they are more clearly understood and more closely followed; and

WHEREAS, New Castle County Council finds that the provisions of this Ordinance are rationally and reasonably related to and substantially advance its goal of protecting and preserving legitimate government interests, including the protection and preservation of the public health, safety, prosperity, general welfare, and quality of life of New Castle County and its residents.

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

Section 1. *New Castle County Code* Chapter 40 ("Unified Development Code") and Appendix 6 are hereby amended by adding the material that is underlined and deleting the material with strikethroughs, as follows.

Chapter 40 – UNIFIED DEVELOPMENT CODE…

…

Sec. 40.26.420. Designation <u>of district</u>.

A. County Council may establish <u>a</u> Hometown (<u>"</u>HT<u>"</u>) Overlay Zoning District~~s~~, pursuant to process and standards for a zoning map amendment set forth in Article 31 of this Chapter.
B. The ~~Hometown~~ (HT~~)~~ Overlay Zoning District encompasses the boundaries of communities and neighborhoods that will be subject to a modification of

dimensional standards as set forth herein and by an approved Community Redevelopment Plan.

C. When the establishment of a ~~Hometown~~ HT Overlay District requires an amendment to the Comprehensive Development Plan, the County must amend the Comprehensive Plan consistent with State Code.

D. The description and identification of these communities shall be through civic initiative and public input to determine the unique qualities, landscapes, land use, development patterns, amenities, road network and transit facilities, community uses, public spaces and other assets that define and characterize that community. The delineation of a community shall not be comprised of only one ~~(1)~~ land use type. Communities are composed of a variety of uses that include residential, commercial, employment, recreational and institutional uses. While not all communities have each of these categories, all communities do exhibit a variety of land uses that together contribute to the identity and function of the community.

E. All proposed land use applications reviewed by the Department shall comply with a Community Redevelopment Plan and/or Design Guidelines adopted for a community.

F. A Design Review Advisory Committee shall be established pursuant to Section 40.30.450 for each HT Zoning Overlay District that is created.

1. Currently, an HT Zoning Overlay District exists in:

a. Claymont
b. Hockessin
c. Centreville
d. North St. Georges

~~**Sec. 40.26.440. - Design Review Advisory Committee ("DRAC").**~~

~~A Design Review Advisory Committee shall be established pursuant to Section 40.30.450 for each Hometown Zoning Overlay District created.~~

Sec. 40.30.430. - Resource Protection Area, Technical Advisory Committee ("RPATAC").

A. The purposes and duties of the RPATAC are to:

1. ~~A.~~ Provide technical support and recommendations to the Department concerning the technical definition and criteria of any resource protection area or level as depicted in Table 40.10.010.

2. ~~B.~~ Advise the Department when it is determined that environmental standards contained in this Article should be amended.

3. ~~C.~~ Provide technical support and recommendations to the Department, Board of Adjustment and Planning Board regarding any application concerning an Article 10 standard.

4. ~~D.~~ Advise the Department when the RPATAC determines that Article 10, or any regulations, interpretations or policies promulgated pursuant to Article 10, should be amended.

5. ~~E.~~ Assist the Department as requested.

6. ~~F.~~ Provide technical support, review and recommendations on all floodplain variance applications and variance applications concerning the reduction of the required OSR for major residential land developments depicted in Table 40.04.110.

7. ~~H.~~ Upon request from the Department, RPATAC shall provide recommendations regarding application of the standards to rezoning, subdivision, and land development submissions relative to any issue involving a protected resource.

8. ~~I.~~ Provide technical support and recommendations to the Department concerning the transfer of development rights from one WRPA to another.

B. Membership

1. The RPATAC shall consist of 13 members, each appointed by the County Executive for a 4 year term. The County Executive shall designate the Chair.

2. The 13 members will include one representative from each of the following:

    a. Energy industry

    b. Consulting Engineers' Council

    c. Department of Natural Resources and Environmental Control

    d. Delaware Geologic Survey

    e. The County Chamber of Commerce

    f. The County Department of Land Use

    g. The County Department of Public Works

    h. Water Company

    i. University of Delaware Water Resources Agency

    j. Environmental advocacy group

    k. Private sector

    l. New Castle Conservation District

    m. Private sector environmental professional

3. Members may be reappointed, and each member may serve until a successor is appointed.

C. Only eligible Committee members, which does not include current employees of any governmental body, shall be compensated for each meeting attended in accordance with a pay plan adopted by County Council.

…

Sec. 40.30.450. - Design Review Advisory Committee ("DRAC").

A. A DRAC shall be established for each ~~Hometown~~ HT Overlay Zoning District. The Department shall ~~be~~ provide the professional staff for each Committee. The current Design Review Advisory Committees are the:

1. Claymont Design Review Advisory Committee
2. Hockessin Design Review Advisory Committee
3. Centreville Design Review Advisory Committee
4. North St. Georges Design Review Advisory Committee

~~A~~ B. Purposes and duties of each Committee shall be:...

~~B~~ C. The Committee shall adopt bylaws and rules…

~~C~~ D. Members. The District Council person(s), in whose councilmanic district…

E. Only eligible Committee members, which does not include current employees of any governmental body, shall be compensated for each meeting attended in accordance with a pay plan adopted by County Council.

APPENDIX 6. - MISCELLANEOUS ITEMS

1. Technical Advisory Committee.

One (1) representative from each of the following:

a. New Castle County Department of Land Use

~~Licensing Division, Engineering Section~~

~~Planning Division, Historic Preservation Section~~

~~Department of Public Works~~

~~Department of Police~~

b. New Castle Conservation District

c. Delaware Geological Survey

d. Delaware Department of Natural Resources Environmental Control

e. Delaware Department of Transportation

~~State of Delaware~~

~~Division of Public Health~~

~~Division of State Police (Planning Section, Troop 1, Troop 6, Troop 9)~~

~~Office of the State Fire Marshal~~

~~DelDOT, State Highway Department, Subdivision Manager~~

~~DelDOT, Division of Highways~~

~~DNREC, Office of the Secretary~~

~~State Planning Coordinator~~

~~Department of Agriculture, Urban Forester~~

~~Bureau of Archeology and Historic Preservation~~

~~Delaware Transit Corporation~~

f. Water Resources Agency ~~of New Castle County~~

~~Public Service Commission~~

~~Public Water Company (City of Newark, United Water Delaware, City of Wilmington, Artesian, Tidewater Utilities, Town of Middletown)~~

~~Delaware Farm Bureau~~

g. Private Sector

Only eligible Committee members, which does not include current employees of any governmental body, shall be compensated for each meeting attended in accordance with a pay plan adopted by County Council.

~~2. Resource Protection Area Technical Advisory Committee.~~

~~One (1) representative from each of the following:~~

~~Chemical Industry~~

~~Consulting Engineers' Council~~

~~DNREC~~

~~Delaware Geologic Survey~~

~~The County Chamber of Commerce~~

~~The County Department of Land Use~~

~~The County Department of Public Works~~

~~Water Company Representative~~

~~Water Resources Agency of New Castle County~~

~~University of Delaware Water Resources Agency~~

~~Environmental Advocacy Group Representative~~

~~Private Sector Representative~~

~~New Castle Conservation District~~

~~Private Sector Environmental Professional~~

~~The members shall be appointed by the County Executive for a four (4) year term. The members may be reappointed, and each member shall serve until a successor is appointed. The chairman shall be designated by the County Executive~~….

~~3~~ 2. Department of Land Use Distribution of Approved Plans….

~~4~~ 3. Source of Data for Establishing Resource Protection Levels (supplement to Table 40.05.420).

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

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
of New Castle County

SYNOPSIS: This Ordinance clarifies the language regarding Hometown Zoning Overlay Districts and the accompanying Design Review Advisory Committees that are associated with each District as required under Sections 40.26.240 and 40.30.450.

Furthermore, the Ordinance removes redundant language in Section 40.26.440. In addition, importantly, as with other committees and boards, the Ordinance consolidates code sections and membership structure relating to the RPATAC in a manner that is much easier to follow by organizing the language in a more comprehensive and logical manner, from Appendix 6 to Section 40.30.430.

Finally, this Ordinance updates the membership of the Technical Advisory Committee.

FISCAL NOTE: This Ordinance has no discernible fiscal impact.

Marcus A. Henry
County Executive

David M. Culver
General Manager

New Castle County Department of Land Use

DEPARTMENT OF LAND USE
RECOMMENDATION REPORT

Ordinance 25-164
Application 2026-0210-T
Structure of Certain County Committees

April 21, 2026

Sponsor: Councilwoman Dee Durham (District 2)

Description: Amendment to amend New Castle County Code Chapter 40 (The "Unified Development Code") to the Structure of Certain Committees.

EXECUTIVE SUMMARY

Application 2026-0210-T (Ordinance 25-164), is a text amendment to the Unified Development Code (UDC) that proposes to update the membership of RPATAC, identify relevant members for the TAC, and update existing UDC text. While the Department sees the proposed amendments to be important, it has several recommendations for County Council to consider with respect to structural consistency within the UDC.

The Department of Land Use has considered the Standards for Text Amendment in Section 40.31.420 of the New Castle County Code and comments received from other agencies and the public. Based on this analysis, the Department recommends **CONDITIONAL APPROVAL** of Ordinance 25-164 with the condition that County Council considers a substitute ordinance that:

1. Relocates the Technical Advisory Committee membership list from Appendix 6 to Article 30,
2. Revise the proposed structure for Section 40.30.430 to list the membership requirements prior to the purpose (consistent with the code structure for other Boards and Committees in both Chapter 2 & Chapter 40),
3. Either eliminate the eligibility language from the UDC, or include it for the Historic Review Board, and to
4. Remove the listing of current DRACs in Section 40.26.420.

DESCRIPTION

Application 2026-0210-T (Ordinance 25-164), is a text amendment to the Unified Development Code (UDC) that proposes to update the membership of RPATAC, identify relevant members for the TAC, and update existing UDC text.

BACKGROUND

Extractive Use Operations

Regulation of the operation of Extractive Use Operations as a specific use dates back to 1983, with the addition of Licensing requirements for Extractive Use Operations (Ord. 83-103) to Chapter 21, Article IV (Now Chapter 36). It included provisions for licensing of new operations, continuation of existing nonconforming uses, and operational limitations including intensity and number of truckloads per day.[1] Planned Extractive Use Districts were incorporated into the Zoning Regulations in 1989 with the adoption of Ord. 88-165. During the planning process for an Extractive Use, the Department was required send applications to the Technical Advisory Committee made up of the following representatives (Former Code[2]; Section 40-209):

1. Delaware Geological Survey.
2. DNREC.
3. Water resources agency for the county.
4. State department of transportation.
5. County department of public works.
6. University of Delaware, College of Agricultural Sciences.
7. The county conservation district.

When the Unified Development Code was adopted (Ordinance 97-172)[3] the provisions from the Zoning Code (Former Code) were incorporated into Article 31.

A Technical Advisory Committee was listed in Appendix 6 that included:

1. New Castle County
   Department of Land Use
   Development and Licensing
   Division of Site Management

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[1] Burris v. Cross, Superior Court of Delaware: https://law.justia.com/cases/delaware/superior-court/1990/583-a-2d-1364-5.html (Accessed 4/9/2026)

[2] Former Code refers to the Zoning Regulations (Chapter 40), and Subdivision Regulations (Chapter 32) as written on 12/31/1997

[3] Ordinance 97-172, Unified Development Code: https://www3.newcastlede.gov/PDFDocument/default.aspx?DocumentID=80:FC40FF5826FBF7107D10260598B6C0724428DD1196872F86735C7182B4706D85C3CDA77EEC6E6C721AA1B7DCCC8B2372&x=temp.pdf (Accessed 4/9/2026)

Historic Preservation
Department of Special Services
Department of Public Safety

2. New Castle Conservation District
3. Delaware Geological Survey
4. State of Delaware
   - Division of Public Health
   - Division of State Police (Planning Section, Troop 1, Troop 6, Troop 9)
   - Office of the State Fire Marshall
   - DelDOT, State Highway Department, Subdivision Manager
   - DelDOT, Division of Highways
   - DNREC, Office of the Secretary
   - State Planning Coordination
   - State Planning Coordinator
   - Department of Agriculture, Urban Forester
   - Bureau of Archeology and Historic Preservation
5. Delaware Transit Corporation
6. Water Resources Agency
7. Public Service Commission
8. Public Water Company (City of Newark, United Water Delaware, City of Wilmington, Artesian, Tidewater Utilities, Town of Middletown)
9. Del. Farm Bureau

It was tasked with reviewing Zoning Map amendments, and held a hearing for Major Subdivision Plans (Table 40.30.110) until the adoption of Ord. 09-066, which shifted the plan review process to the Two Step Process, and replaced TAC with PLUS, however did not alter Appendix 6. Extractive Use permits were reviewed by RPATAC accompanied by representation from DelDOT.

Resource Protection Area Technical Committee RPATAC

The New Castle County Resource Protection Area Technical Committee (RPATAC) dates back 30 years to *Ordinance 90-289*[4] as part of an effort to protect drinking water supplies throughout the county through the establishment of an overlay zoning district with specific protections for Wellhead Protection areas (further defined as Class "A", "B" and "C" Wellheads by Ordinance 93-170)[5], Cockeysville Formation Areas, Recharge Areas, and Erosion Prone Slopes. Additionally, protections were included for floodplains, reservoir watershed areas. Section 23-138 Technical Advisory Committee listed the membership and term requirements as well as duties and

[4] Ordinance 90-289, Water Resource Protection Area Overlay Zone: https://www3.newcastlede.gov/PDFDocument/default.aspx?DocumentID=80:FC40FF5826FBF7107D10260598B6C0724428DD1196872F86E781BB8953A4D0896285F3E633A9BE3C&x=temp.pdf (Accessed 4/9/2026)

[5] Ordinance 93-170, Water Resource Protection Area Districts: https://www3.newcastlede.gov/PDFDocument/default.aspx?DocumentID=80:FC40FF5826FBF7107D10260598B6C0724428DD1196872F86FE90A4F4EF05393C1E05B25600447445&x=temp.pdf , (Accessed 4/9/2026)

responsibilities of RPATAC (all of which mirror language in the UDC today). When the Unified Development Code was adopted (Ord 97-172) in 1997, Article 10 was created carrying over the language from Section 23-138 Technical Advisory Committee to Section 40.10.387 Technical Advisory Committee and Section 40.10.388 RPATAC Review.

PLANNING BOARD PUBLIC HEARING – *April 9, 2026*
*Please note, the below is a summary. A recording and transcripts of the public hearing are available at the Department of Land Use.

Councilwoman Dee Durham, the ordinance's sponsor, spoke on behalf of the application. She provided a brief background of the proposed ordinance and how it related to ordinance being considered by County Council regarding compensation to County Boards and Committees. Matthew Rogers, Planner for the Department of Land Use discussed the changes within the UDC and stated that the Department had worked with the Councilwoman to update the membership to RPATAC and the Extractive Use TAC (TAC).

The Planning Board had no questions or comments regarding the Ordinance.

Public Comment:

There was no public comment during the public hearing and there were no written comments submitted to the Department while the record was open.

ANALYSIS

Ordinance 25-164 proposes updates to the membership of the County's Resource Protection Area Technical Advisory Committee (RPATAC) and includes a membership list for the Technical Advisory Committee tasked with reviewing extractive use permits. The Department believes that these changes are important in assuring the continued relevant membership on both advisory committees, however it has several recommendations regarding the ordinance as written.

RPATAC & TAC Membership Location in the UDC

When County Council establishes Boards, Committees, and Commissions they are typically established in Chapter 2, Article 5 - Departments and Offices with specific provisions related to their membership and compensation. This includes:

- Board of License Inspection and Review
- Agricultural Land Preservation Advisory Committee
- Fire and Ambulance Advisory Board
- Police Accountability Board
- Open Space Advisory Board
- Department of Community Services Board
- Library Advisory Board

- Housing advisory board
- Human Resources Advisory Board
- New Castle County Diversity Commission
- County Compensation Commission
- County Investment Advisory Board
- New Castle County Public Arts Commission

Unlike the above Boards and Committees, those established to act as part of the Zoning and Subdivision Process (not including those established in State Code - Planning Board and Board of Adjustment) are described in Article 30. Ordinance 25-164 correctly relocates RPATAC membership from Appendix 6 Miscellaneous Items to Article 30, however retains the Technical Advisory Committee in Appendix 6. The Department recommends that County Council consider relocating the Technical Advisory Committee from Appendix 6 to Article 30, and to revise the proposed structure for Section 40.30.430 to list the membership requirements prior to the purpose (consistent with the code structure for other Boards and Committees in both Chapter 2 & Chapter 40).

Compensation Language in the UDC

While limits on compensation of County Boards and Committees may be better addressed in Chapter 2 as opposed to Chapter 40 (UDC - Zoning and Subdivision Regulations), if the intent is to retain the following language:

> *Only eligible Committee members, which does not include current employees of any governmental body, shall be compensated for each meeting attended in accordance with a pay plan adopted by County Council*

The Department recommends that County Council considers either:

1. Making the provision universally applicable in either Chapter 2 or the pay plan adopted by County Council, or

2. Amend Section 40.30.330 Historic Review Board to include the limitation

Listing the Current Design Review Advisory Committees

While there hasn't been a new Hometown Overlay Zoning District in nearly 20 years, including a list of "current" committees adds an additional procedural hurdle in establishing a new Hometown Overlay Zoning District since it would now require an amendment to the UDC for a new DRAC to be considered "current" in addition to the Ordinance to adopt the Community Redevelopment Plan and subsequent rezoning of all affected properties.

Standards for Text Amendment – Section 40.31.420 of the New Castle County Code

Pursuant to Section 40.31.420 of the New Castle County Code, in determining whether a text amendment shall be recommended or approved, all the following factors shall be considered:

A. *Implementation of a new portion of the Comprehensive Development Plan.*

N/A

B. *Implementation and achievement of the Comprehensive Plan's goals and objectives.*

N/A

C. *Consistency with the provisions of this Chapter and the standards for similar uses.*

Relocating the membership list for RPATAC, and potentially the TAC from Appendix 6 to Article 30 is consistent with the similar provisions for the Historic Review Board.

D. *Necessity to respond to State and/or Federal legislation.*

N/A

E. *Flexibility in meeting the objectives of this Chapter.*

N/A

F. *Changes to conditions, interpretations, and/or clarifications to existing language for new uses.*

N/A

G. *Consideration of specific problems found in this Chapter.*

If adopted, this amendment will clearer define the agencies responsible as part of the TAC to review Extractive Use Operations.

DEPARTMENT OF LAND USE RECOMMENDATION

The Department of Land Use has considered the Standards for Text Amendment in Section 40.31.420 of the New Castle County Code and comments received from other agencies and the public. Based on this analysis, the Department recommends **CONDITIONAL APPROVAL** of Ordinance 25-164 with the condition that County Council considers a substitute ordinance that:

1. Relocates the Technical Advisory Committee membership list from Appendix 6 to Article 30,
2. Revise the proposed structure for Section 40.30.430 to list the membership requirements prior to the purpose (consistent with the code structure for other Boards and Committees in both Chapter 2 & Chapter 40),
3. Either eliminate the eligibility language from the UDC, or include it for the Historic Review Board, and to
4. Remove the listing of current DRACs in Section 40.26.420.

PLANNING BOARD RECOMMENDATION

At a business meeting held on April 21, 2026, the Planning Board considered the recommendation provided by the Department of Land Use as well as comments from outside agencies and the public. On a motion made by Lisa Brutus and seconded by Robert Ott, the Board voted to recommend **CONDITIONAL APPROVAL** of application 2026-0210-T (Ord. 25-164) as subject to the conditions made by the Department of Land Use. The motion was adopted by a vote of 6-0-0-3 (In Favor: Brutus, Cantrell, Chamblee, Ott, Snowden, Visvardis; In Opposition: None; Abstention: None; Absent: Cochran, Daigle, Drake).

Prior to the vote, the following discussion occurred:

Matthew Rogers (Land Use) read the Department of Land Use recommendation into the record.

Robert Snowden remarked that the ordinance was largely a housekeeping ordinance. There were no other questions or comments from the Planning Board.

STATUTORY GUIDELINES

In the phraseology of 9 Delaware Code Section 2603(a), the Department finds that this ordinance will promote the convenience, order and welfare of the present and future inhabitants of this State.

5-8-26

David M. Culver date
General Manager
Department of Land Use

5/8/26

Robert B. Snowden date
Chair
New Castle County Planning Board

Prime Sponsor(s): Ms. Durham
Date of introduction: December 9, 2025

SUBSTITUTE NO. 1 TO ORDINANCE NO. 25-165

AMENDING THE PAY PLANS AND RATES OF PAY FOR ELIGIBLE MEMBERS OF CERTAIN NEW CASTLE COUNTY BOARDS, COMMITTEES, AND COMMISSIONS

WHEREAS, there remain individuals who serve without compensation on several New Castle County boards, committees, and commissions (hereinafter, collectively the "Committees" (plural) or "Committee" (singular), where circumstances provide) although they perform invaluable service to the County without payment; and

WHEREAS, presently, most eligible Committee members are compensated; that said, the members of the Design Review Advisory Committee, the Resource Protection Area Technical Advisory Committee, Plumbing and Mechanical Technical Advisory Committee, and the Technical Advisory Committee are not compensated; and

WHEREAS, as a matter of fairness the above should be remedied to place all eligible members of Committees on equal footing; and

WHEREAS, compensating members helps address the challenge of finding qualified individuals to serve on Committees; and

WHEREAS, individuals who serve on Committees often must personally pay for expenses in addition to suffering lost opportunities elsewhere where they could receive compensation for their services; and

WHEREAS, serving on a Committee can cause personal hardship vis a vis family commitments and other matters; and

WHEREAS, equally compensating members of County Committees provides fairness, helps attract more County residents to serve, helps improve retention, and provides greater parity among the Committees; and

WHEREAS, members of Committees are often required to attend meetings that demand significant time commitments due to the complex matters under consideration and the necessity of robust public participation; and

WHEREAS, to ensure adequate compensation for extended service, and to encourage continued involvement from dedicated Committee members, it is necessary to establish a mechanism for supplemental payment for meetings that exceed 2 hours; and

WHEREAS, New Castle County Council finds that the provisions of this Ordinance are rationally and reasonably related to and substantially advance its goal of protecting and preserving legitimate government interests, including the protection and preservation of the public health, safety, prosperity, general welfare, and quality of life of New Castle County and its residents.

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

Section 1. The pay plans and rates of pay for the members of the Committees identified on the attached Exhibits, which does not include current employees of any governmental body, are hereby amended by adding the material that is underscored as reflected on Exhibits A and B.

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

Adopted by County Council
of New Castle County on: 7/28/26

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
of New Castle County

SYNOPSIS: This Ordinance proposes to amend the pay plans and rates of pay for attendance at regular and special meetings for eligible members who serve on the New Castle County Committees identified on the attached Exhibits A and B, as identified with underlines, which does not include current employees of any governmental body.

The Substitute proposes to amend the pay plans and rates of pay for attendance at regular and special meetings for eligible members with supplemental payment at a rate of $25 per hour for every hour over 2 hours.

FISCAL NOTE: This Ordinance proposes to amend the pay plans and rates of pay for eligible member for attendance at regular and special meetings of the Committees identified on Exhibits A to $100/meeting lasting not more than two hours plus $25 per hour for every hour over two. The fiscal impact (Salaries/Wages and applicable Benefits which include Life Insurance, FICA/Medicare, Workers Compensation) of this proposed change is estimated at $34,532 for FY2027. This was not included in the FY2027 Approved Budget and the shortfall will need to be assessed at fiscal year-end.

PAY PLAN AND RATES OF PAY FOR NON-UNION UNCLASSIFIED SERVICE EMPLOYEES OF THE EXECUTIVE OFFICE

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
LEGAL SECRETARY	17	38,533	40,460	42,484	44,607	46,838	49,180	51,639	54,221	56,932	59,778	62,767
ETHICS COMMISSION ADMIN ASST	20	44,608	46,839	49,181	51,640	54,223	56,933	59,780	62,769	65,907	69,202	72,662
EXECUTIVE ASSISTANT I	22	49,180	51,639	54,221	56,932	59,778	62,768	65,906	69,201	72,661	76,294	80,109
OFFICE OF LAW PARALEGAL	24	54,223	56,933	59,780	62,769	65,907	69,202	72,662	76,295	80,110	84,116	88,322
PARALEGAL TO THE COUNTY ATTORNEY	25	56,934	59,781	62,770	65,909	69,203	72,664	76,296	80,111	84,117	88,323	92,738
EXECUTIVE ASSISTANT II	26	59,781	62,770	65,909	69,203	72,664	76,296	80,111	84,117	88,323	92,738	97,375
LAW ENFORCEMENT TECHNICIAN	26											
COMPLAINTS OFFICER	27	62,769	65,907	69,202	72,662	76,295	80,110	84,116	88,322	92,737	97,375	102,243
EXECUTIVE ASSISTANT III	30	72,664	76,296	80,111	84,117	88,323	92,738	97,377	102,244	107,357	112,725	118,361
STAFF DIRECTOR	30											
ASSISTANT COUNTY ATTORNEY I	32	80,113	84,119	88,325	92,740	97,379	102,246	107,359	112,727	118,362	124,281	130,495
ASSISTANT COUNTY ATTORNEY II	34	88,324	92,739	97,378	102,245	107,358	112,726	118,361	124,280	130,493	137,017	143,868
DIRECTOR OF COMMUNICATIONS	34											
EXECUTIVE ASSISTANT IV	34											
DIRECTOR OF REDEVELOPMENT	36	97,378	102,245	107,358	112,726	118,361	124,280	130,493	137,017	143,867	151,061	158,614
SENIOR ASSISTANT COUNTY ATTORNEY												
CHIEF HUMAN RESOURCES OFFICER	38	107,359	112,727	118,362	124,281	130,495	137,019	143,871	151,064	158,618	166,550	174,877
CHIEF OF TECHNOLOGY AND ADMIN SERVICES	38											
COMMUNITY SERVICES DEPT. GEN. MANAGER	38											
COUNTY SOLICITOR	39	112,728	118,363	124,283	130,496	137,020	143,872	151,065	158,619	166,551	174,877	183,620
CHIEF FINANCIAL OFFICER	40	118,362	124,281	130,495	137,019	143,871	151,063	158,617	166,549	174,875	183,618	192,798
CHIEF OF STAFF	40											
COUNTY ATTORNEY	40											
DEPUTY CHIEF ADMINISTRATIVE OFFICER	40											
DIRECTOR OF PUBLIC SAFETY	40											
LAND USE DEPARTMENT GENERAL MANAGER	40											
POLICY DIRECTOR FOR THE COUNTY EXECUTIVE	40											
PUBLIC WORKS DEPARTMENT GENERAL MGR.	40											
CHIEF OF POLICE	41	141,447	148,518	155,945	163,742	171,929	180,526	189,552	199,029	208,981	219,430	236,163
PART-TIME ATTORNEY (hourly rate)		44.57	46.80	49.14	51.60	54.18	56.89	59.73	62.72	65.86	69.15	73.00
EXECUTIVE AND ADMINISTRATIVE RATES OF PAY												
CHIEF ADMINISTRATIVE OFFICER		114,980	129,926	137,723	145,986	162,044	170,145	178,653	187,585	196,963	206,813	217,153

PAY PLAN AND RATES OF PAY FOR NON-UNION UNCLASSIFIED SERVICE EMPLOYEES OF THE EXECUTIVE OFFICE

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
BOARD AND COMMISSIONERS RATES OF PAY												
JUDGEMENT COMMISSIONERS	$9.25 PER HOUR											
MEMBER, AGRICULTURAL LAND PRESERVATION ADVISORY COMMITTEE	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 2.05.106											
MEMBER, AUDIT COMMITTEE	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 2.02.402											
MEMBER, BOARD OF ADJUSTMENT	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) PER NCC CODE 40.30.341											
MEMBER, BOARD OF ASSESSMENT REVIEW	$100 PER MEETING FOR ANY MEETING LASTING NOT MORE THAN ~~SIX (6)~~ TWO (2) HOURS PLUS $25 PER HOUR FOR EVERY HOUR OVER ~~SIX~~ TWO (2) THAT A MEMBER SPENDS HEARING APPEALS IN A SINGLE DAY PER ELIGIBLE MEMBERS PER NCC CODE 02.05.102 $35 PER HOUR FOR REFEREES HEARING RESIDENTIAL APPEALS/$50 PER HOUR FOR REFEREES HEARING NON-RESIDENTIAL APPEALS/$50 PER HOUR FOR BOARD MEMBERS - SHALL ONLY APPLY TO APPEALS OF JULY 1, 2024 GENERAL REASSESSMENT VALUES FILED BY MARCH 14, 2025											
MEMBER, BOARD OF LICENSE INSPECTION AND REVIEW	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 2.05.103											
MEMBER, DESIGN REVIEW ADVISORY COMMITTEE-CENTREVILLE	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 40.30.450											
MEMBER, DESIGN REVIEW ADVISORY COMMITTEE-CLAYMONT	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 40.30.450											
MEMBER, DESIGN REVIEW ADVISORY COMMITTEE-CHOCKESSIN	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 40.30.450											
MEMBER, DESIGN REVIEW ADVISORY COMMITTEE-ST. GEORGES	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 40.30.450											
MEMBER, DIVERSITY COMMISSION	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 2.05.509											
MEMBER, EMPLOYEES' RETIREMENT SYSTEM BOARD	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 2.05.505											
MEMBER, FINANCIAL ADVISORY COUNCIL	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 14.01.019											
MEMBER, FIRE AND AMBULANCE ADVISORY BOARD	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 2.05.203											
MEMBER, HISTORIC REVIEW BOARD	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) PER NCC CODE 40.30.341											
MEMBER, HOUSING ADVISORY BOARD	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 2.05.406											
MEMBER, HUMAN RESOURCES ADVISORY BOARD	$100 PER MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) PER NCC CODE 2.05.507											
MEMBER, LIBRARY ADVISORY BOARD	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 2.05.403											
MEMBER, OPEN SPACE ADVISORY BOARD	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 2.05.306											
MEMBER, PLANNING BOARD	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) PER NCC CODE 40.30.341											
MEMBER, PLUMBING AND MECHANICAL TECHNICAL ADVISORY COMMITTEE	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 6.03.024											
MEMBER, POLICE ACCOUNTABILITY BOARD	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 2.05.204											
MEMBER, PUBLIC ARTS COMMISSION	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 2.05.516											
MEMBER, RESOURCE PROTECTION AREA TECHNICAL ADVISORY COMMITTEE	$100 PER REGULAR MEETING/SPECIAL MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 40.30.430											
MEMBER, TECHNICAL ADVISORY COMMITTEE	$100 PER REGULAR MEETING LASTING NOT MORE THAN TWO (2) HOURS PLUS ($25) PER HOUR FOR EVERY HOUR OVER TWO (2) FOR ELIGIBLE MEMBERS PER NCC CODE 40.31.293, 40.31.295, 40.31.298											

Effective: 07/01/2026 (Ordinance 23-063)
Revised: 07/01/2026 (Ordinance 23-086)
Revised: 07/01/2023 (Ordinance 23-148)
Revised: 07/01/2024 (Ordinance 24-056)
Revised: 10/8/2024 (Ordinance 24-149)
Revised: 10/8/2024 (Ordinance 24-151) - Add Step 11 (Incumbents in Step 10 on 6/30/2024, move to Step 11 upon reaching anniversary date following 7/1/2024)
Revised: 12/10/2024 (Ordinance 24-170) - Board Member Compensation
Revised: 01/13/2025 (Ordinance 25-014) - Board of Assessment Compensation for Appeals
Revised: xx/xx/xxxx (Ordinance 25-xxx) - Board Member Compensation

Prime Sponsor(s): Ms. Durham
Date of introduction: December 9, 2025

ORDINANCE NO. 25-165

AMENDING THE PAY PLANS AND RATES OF PAY FOR ELIGIBLE MEMBERS OF CERTAIN NEW CASTLE COUNTY BOARDS, COMMITTEES, AND COMMISSIONS

WHEREAS, there remain individuals who serve without compensation on several New Castle County boards, committees, and commissions (hereinafter, collectively the "Committees" (plural) or "Committee" (singular), where circumstances provide) although they perform invaluable service to the County without payment; and

WHEREAS, presently, most eligible Committee members are compensated; that said, the members of the Design Review Advisory Committee, the Resource Protection Area Technical Advisory Committee, and the Plumbing and Mechanical Technical Advisory Committee are not compensated; and

WHEREAS, as a matter of fairness the above should be remedied to place all eligible members of Committees on equal footing; and

WHEREAS, compensating members helps address the challenge of finding qualified individuals to serve on Committees; and

WHEREAS, individuals who serve on Committees often must personally pay for expenses in addition to suffering lost opportunities elsewhere where they could receive compensation for their services; and

WHEREAS, serving on a Committee can cause personal hardship vis a vis family commitments and other matters; and

WHEREAS, equally compensating members of County Committees provides fairness, helps attract more County residents to serve, helps improve retention, and provides greater parity among the Committees; and

WHEREAS, New Castle County Council finds that the provisions of this Ordinance are rationally and reasonably related to and substantially advance its goal of protecting and preserving legitimate government interests, including the protection and preservation of the public health, safety, prosperity, general welfare, and quality of life of New Castle County and its residents.

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

Section 1. The pay plans and rates of pay for the members of the Committees identified on the attached Exhibits, which does not include current employees of any governmental body, are hereby amended by adding the material that is underscored as reflected on Exhibits A and B.

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

Adopted by County Council
of New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
of New Castle County

SYNOPSIS: This Ordinance proposes to amend the pay plans and rates of pay for attendance at regular and special meetings for eligible members who serve on the New Castle County Committees identified on the attached Exhibits A and B, as identified with underlines, which does not include current employees of any governmental body.

FISCAL NOTE: TBD

Prime Sponsor(s): Mr. Tackett
Date of introduction: February 24, 2026

ORDINANCE NO. 26-017

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 40 (“UNIFIED DEVELOPMENT CODE”), ARTICLE 6 (“SIGN REGULATIONS) REGARDING ELECTRONIC VARIABLE MESSAGE SIGNS

WHEREAS, electronic variable message ("EVM") signs provide businesses with greater flexibility and potential to grow economically by allowing businesses to target their communications to the public more effectively by posting messages targeted to certain populations of motorists and passersby at a specific time of day, aligning the message with the demographic to enhance business and economic development; and

WHEREAS, although EVM signs often are more uniform, readable, and aesthetically pleasing than many traditional signs, in an abundance of caution EVM signs were limited to change once every 30 minutes and EVM off-premises advertising signs, which are substantially limited in placement, may change once every 10 seconds; and

WHEREAS, motorists and passersby have a limited "window of time" to safely view and comprehend any sign, and thus the 30-minute time limit for EVM signs to change has proven unrealistic and a hindrance to business in the County; and

WHEREAS, reasonably adjusting the time in which a message on an EVM sign may change, while balancing this with safety and maintaining aesthetics, is prudent and reasonable; this is particularly so given the above and given that the Code precludes spinning, fading, moving or scrolling messages (except in emergency situations); establishes lighting standards that protect adjoining property owners; and requires buffers and other restrictions that limit EVM sign usage; and

WHEREAS, given the advantage to our local businesses—and the benefit to our local consumers—that comes from utilization of EVM signs in place of traditional signs, it is in the best interests of businesses and consumers in New Castle County to allow businesses to replace a traditional sign with an identically-sized EVM sign, subject to certain limitations identified below.

WHEREAS, County Council has determined that the provisions of this Ordinance substantially advance and are reasonably and rationally related to legitimate government interests, including, but not limited to, promoting the public health, safety, welfare, and quality of life of present and future inhabitants of New Castle County.

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

Section 1. *New Castle County Code* Chapter 40 (“Unified Development Code”), Article 6 (“Sign Regulations”), Section 40.06.030 (“Specifications”) is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

Sec. 40.06.030. - Specifications.

A. *Generally.* …

B. *Specifications by sign type.* Specifications for sign types shall be as follows:

1. *Ground sign….*

6. *Electronic variable message sign (EVMS).*

a. An electronic variable message sign may be substituted in lieu of other permitted signs pursuant to Section 40.06.060, Schedule of Sign Restrictions.

b. Portable or temporary EVMS are prohibited.

c. The EVMS shall be further restricted by the additional standards in this subsection and the lighting standards in Section 40.22.750.

d. With the exception of off-premises advertising signs, each EVMS is restricted to no more than fifty (50) square feet of sign area including where the overall sign is partly static signage and partly EVMS and is greater than fifty (50) square feet in total, and shall not be located within seventy-five (75) feet of any residential use. EVM off-premises advertising signage shall be subject to the standards set forth in Section 40.06.070. The setback shall include any right-of-way and shall be measured from the property line to the sign structure.

e. ~~With the exception of EVM off-premises advertising signs, t~~The message displayed on the EVMS shall remain fixed for a minimum of ~~thirty (30) minutes. The message displayed on EVM off-premises signage shall remain fixed for a minimum of~~ ten (10) seconds.

f. The following standards shall apply to all EVMS: ….

Section 2. Consistent with Comprehensive Development Plan. New Castle County Council finds that the provisions of this Ordinance are consistent with the spirit and intent of the New Castle County Comprehensive Development Plan.

Section 3. Inconsistent Ordinances and Resolutions Repealed. All ordinances or parts of ordinances and all resolutions or parts of resolutions that may be in conflict herewith are hereby repealed except to the extent they remain applicable to land use matters reviewed under previous Code provisions as provided in Chapter 40 of the *New Castle County Code*.

Section 4. Severability. The provisions of this Ordinance shall be severable. If any provision of this Ordinance is found by any court of competent jurisdiction to be unconstitutional or void, the remaining provisions of this Ordinance shall remain valid, unless the court finds that that the valid provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the unconstitutional or void provision that it cannot be presumed that County Council would have enacted the remaining valid provisions, without the unconstitutional or void one, or unless the court finds that the remaining valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the County Council's intent. If any provision of this Ordinance or any zoning map or portion thereof is found to be unconstitutional or void, all applicable former ordinances, resolutions, zoning maps or portions thereof shall become applicable and shall be considered as continuations thereof as not as new enactments regardless if severability is possible.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive or as otherwise provided in 9 *Del. C.* § 1156 and shall only apply to Land Use applications submitted after such date(s) unless the applicant by written request agrees to submit to the provisions of this Ordinance.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive of New Castle County

SYNOPSIS: The following is a summary of the revisions contained in this ordinance broken down by *New Castle County Code* Division or Section number.

Sec. 40.06.030. This amendment limits all EVM signs to remain static for 10 seconds.

FISCAL NOTE: This Ordinance, if approved, has no discernible fiscal impact.

New Castle County Department of Land Use

DEPARTMENT OF LAND USE RECOMMENDATION REPORT

Ordinance 26-017
Application 2026-0141-T
Electronic Variable Message Signs (EVMS)

May 19, 2026

Sponsor: Councilman David Tackett (District 11)

Description: To amend the New Castle County Code Chapter 40 ("Unified Development Code" or "UDC"), Article 6 ("Sign Regulations")

EXECUTIVE SUMMARY

The first provisions for EVMS in the UDC date back more than 20 years, and were based on providing public services with the ability to not only notify the public of special events, but to also display emergency notifications. For that use case, the requirement for such a sign to remain static for 12 hours except in emergency situations made sense to the County at the time. As usage of EVM signs have expanded to other non-residential uses the static period remained constant. In 2019, the time for on premise EVMS to remain static was reduced to 30 minutes with no detrimental effect on public safety or the character of neighborhoods. Off premise EVMS, signs that advertised products not sold at the site, however have long been able to adjust their displayed message every 10 seconds, preferring the act of advertising goods in general over advertising products sold at the site. Ordinance 26-017 proposes to amend the New Castle County Code to bring parity in the duration that both on and off premise EMVS must remain static at 10 seconds. In evaluating national best practices, regulations in neighboring states, and DelDOT regulations, setting a static time requirement for all EVMS at 10 seconds is both safe for drivers and equitable for local business owners.

The Department of Land Use has considered the Standards for Text Amendment in Section 40.31.420 of the New Castle County Code and comments received from other agencies and the public. Based on this analysis, the Department recommends **APPROVAL** of Ordinance 26-017.

DESCRIPTION

Application 2026-0141-T (Ordinance 26-017), is a text amendment to amend New Castle County Code to bring parity in the duration that both on and off premise EMVS must remain static at 10 seconds.

BACKGROUND

Neither the Former Code nor the Unified Development Code (UDC) at the time of its adoption (December 31, 1997), addressed Electronic Variable Message (EVM) Signs, and as such were prohibited until 2003.

Ordinance 03-077

On November 11, 2003, County Council adopted Ord. 03-077, permitting public service uses to employ EVMS technology to display static messages that were limited to a 12-hour hold time per message.

Ordinance 05-064

Two years later, Ord. 05-064 was adopted expanding the use of EVMS for non-residential uses, as a wall or ground signs, while retaining the requirement for a 12-hour hold time.

Ordinance 07-070

In 2007, Ord. 07-070 was adopted establishing a ten-second hold time for time/temperature signs. In 2008, Ord. 08-056 was adopted enabling legislation for off premise EVM signs.

Ordinance 14-026

In 2014, Ord. 14-026 was introduced and subsequently heard by the Planning Board. It proposed reducing the duration that an EVMS was required to remain fixed from 12 hours to 15 minutes. The ordinance did not proceed to the Planning Board Business Meeting.

Ordinance 19-072

On October 22, 2019 County Council adopted Ord. 19-072, providing for a reduction in the duration that an EVMS is required to remain fixed from 12 hours to 30 minutes, provisions to assist in replacement of existing signage with an EVMS and cleanup to existing UDC provisions.

Ordinance 26-017

On February 24, 2026 County Council introduced Ord. 26-017, proposing a uniformed standard that an EVMS must remain static at 10 seconds.

PRELIMINARY LAND USE SERVICE (PLUS) REVIEW

The proposed text amendment was reviewed at the PLUS meeting held on April 1, 2026. The PLUS Review Letter, dated April 22, 2026, includes comments from the Office of State Planning and Coordination, who had no objections to the ordinance however encouraged the County to review best practices to ensure safety of vehicles. All other State agencies had no comment or objections to ordinance.

PLANNING BOARD PUBLIC HEARING – *May 5, 2026*
*Please note, the below is a summary. A recording and transcripts of the public hearing are available at the Department of Land Use. [1]

Matthew Rogers, Planner for the Department of Land Use presented Ordinance 26-017 at the May 5, 2025, Joint New Castle County Department of Land Use and Planning Board Public Hearing. During his presentation, he discussed the history of Electronic Variable Message Signs (EVMS) in the code as well as proposed amendments to the UDC.

Questions from the Planning Board:

Robert Snowden inquired if there was a scientific basis for the reduction in time that a sign must remain static. Mr. Rogers explained that the rationale was based on achieving parity between off-premise advertising (advertising of products or services not sold or provided for on the property) which has a 10 second static requirement, and on premise advertisement (advertising of products or services sold or provided for on the property). Ms. Visvardis inquired about animations displayed on signs. Mr. Rogers explained that animations and other effects are explicitly prohibited in the UDC. Mr. Snowden inquired about studies evaluating the relationship between driver distraction and requirements for signs to remain static. Mr. Rogers explained that the Department had evaluated that when the time was reduced from 12 hrs. to 30 minutes.

Public Comment:

There was no public comment at the Public Hearing and while the record was open.

ANALYSIS

Ordinance 26-017 proposes to reduce the requirement that on premise EVMSs remain static from 30 minutes to 10 seconds consistent with the requirements for off premise EVMSs. Mr. Snowden inquired about the basis for the 10 second static requirement (dwell time) proposed by Ordinance 26-017, and the implications on driver safety.

It's important to note that the original EVMS regulations stemmed from a specific utility (specifically public services) and not a comprehensive approach to effective advertising that evaluated dwell times and driver distraction.

EVM sign regulations originated with Ordinance 03-077, permitted EVM signs for Public Services (Section 40.33.230.H – ambulance, fire police, etc.) while including a requirement that the sign remain static for 12 hours. Mill Creek Fire Company had reached out to former Councilman Woods, requesting provisions for an EVM sign to permit them to better provide direction for emergency situations in a manner that a Bulletin sign could not accommodate. They also logically wanted to be able to display messages for events at the fire hall. The fire company found the 12-hour static time to adequately meet their needs. When Ord. 05-064 was adopted it expanded the use of EVMS to non-residential uses, while retaining the requirement for a 12-hour hold time. The dwell time was reduced in 2019 from 12 hrs to 30 minutes by Ordinance 19-072.

[1] May 5, 2026 Planning Board Public Hearing: https://www.newcastlede.gov/agendacenter

When evaluating if a driver is distracted the Federal Highway Administration (FHWA) (and other institutions) typically consider a 2 second gaze to constitute a distraction that could impair a driver's response. The FHWA released a report in 2013 determining that digital billboards do not pose an "unacceptable" safety risk, finding that based on eye tracking data that while drivers look at digital signs slightly longer than static ones, the durations remained within federal safety standards.[2] Subsequent studies have critiqued the lack of due consideration in the report specifically regarding dwell time.[3] Some recommendations include formulaic approaches taking into account roadway speed, while the general consensus examining dwell time requirements across the country is from 6-10 seconds.[4] While PennDOT and the Pennsylvania Chapter of the APA recommend 8 seconds[5], DelDOT's standard is 10 seconds.[6] Reducing the time required for a message for on premise advertising to remain static for 10 seconds is consistent with national best practices, DelDOT standards and requirements, and the existing standards for off premise EVMS in the UDC.

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[2] "Driver Visual Behavior in the Presence of Commercial Electronic Variable Message Signs", FHWA (December 30, 2013)

[3] A Peer---Reviewed Critique of the Federal Highway Administration (FHWA) Report Titled: "Driver Visual Behavior in the Presence of Commercial Electronic Variable Message Signs (CEVMS)", Jerry Wachtel, President, The Veridian Group, Inc.: https://www.scenic.org/wp-content/uploads/2021/06/Critique-of-FHWA-2013-Billboard-Safety-Final-Report-1.pdf (Accessed 5/13/26)

[4] " Safety Impacts of the Emerging Digital Display Technology for Outdoor Advertising Signs", American Association of State Highway and Transportation Officials (AASHTO) Subcommittee on Traffic Engineering, January, 2009 (Accessed May15, 2026) https://transops.s3.amazonaws.com/uploaded_files/Safety%20Impacts%20of%20the%20Emerging%20Digital%20Display%20Technology%20for%20Outdoor%20Advertising%20Signs.pdf

[5] Model Sign Ordinance, Montgomery County Planning Commission https://planningpa.org/wp-content/uploads/Model-Sign-Plan-2.pdf , (Accessed 5/13/26)

[6] Administrative Code, Title 2 Transportation, 2601 Outdoor Advertising, Section 13.0: *Standards for On Premise Signs* and Section 15.0: *Standards for Outdoor Advertising Signs, Displays, and Devices in Areas Zoned Industrial or Commercial Within the Controlled Area*, https://regulations.delaware.gov/AdminCode/title2/2601 , (Accessed 5/13/26)

Standards for Text Amendment – Section 40.31.420 of the New Castle County Code

Pursuant to Section 40.31.420 of the New Castle County Code, in determining whether a text amendment shall be recommended or approved, all the following factors shall be considered:

A. *Implementation of a new portion of the Comprehensive Development Plan.*

N/A

B. *Implementation and achievement of the Comprehensive Plan's goals and objectives.*

N/A

C. *Consistency with the provisions of this Chapter and the standards for similar uses.*

Ordinance 26-017 sets a uniform standard for the time that an EVMS must remain static at 10 seconds consistent with the existing standards for just off premise EVMS.

D. *Necessity to respond to State and/or Federal legislation.*

N/A

E. *Flexibility in meeting the objectives of this Chapter.*

N/A

F. *Changes to conditions, interpretations, and/or clarifications to existing language for new uses.*

N/A

G. *Consideration of specific problems found in this Chapter.*

The first provisions for EVMS in the UDC date back more than 20 years, and were based on providing public services with the ability to not only notify the public of special events, but to also display emergency notifications. For that use case, the requirement for such a sign to remain static for 12 hours except in emergency situations made sense to the County at the time. As usage of EVM signs have expanded to other non-residential uses the static period remained constant. In 2019, the time for on premise EVMS to remain static was reduced to 30 minutes with no detrimental effect on public safety or the character of neighborhoods.

After more than 20 years of existence in the County, numerous studies, and recommendations for safe dwell times from local and neighboring transportation agencies DelDOT and PennDOT, the 10 second period that an EVMS would be required to remain static is consistent with those recommendations and standards.

DEPARTMENT OF LAND USE RECOMMENDATION

The Department of Land Use has considered the Standards for Text Amendment in Section 40.31.420 of the New Castle County Code and comments received from other agencies and the public. Based on this analysis, the Department recommends **APPROVAL** of Ordinance 26-017.

PLANNING BOARD RECOMMENDATION

At a business meeting held on May 19, 2026, the Planning Board considered the recommendation provided by the Department of Land Use as well as comments from outside agencies and the public. On a motion made by Kiana Drake and seconded by Neal Cantrell, the Board voted to recommend **APPROVAL** of application 2026-0141-T (Ord. 26-017) as recommended by the Department of Land Use. The motion was adopted by a vote of 5-0-0-4 (In Favor: Cantrell, Chamblee, Drake, Snowden, Visvardis; In Opposition: None; Abstention: None; Absent: Brutus, Cochran, Daigle, Ott).

Prior to the vote, the following discussion occurred:

Matthew Rogers read the Department of Land Use recommendation into the record.

There were no questions from the members of the Planning Board.

STATUTORY GUIDELINES

In the phraseology of 9 Delaware Code Section 2603(a), the Department finds that this rezoning will promote the convenience, order and welfare of the present and future inhabitants of this State.

5-28-26

David M. Culver date
General Manager
Department of Land Use

Robert B Snowden 5/28/2026

Robert B. Snowden date
Chair
New Castle County Planning Board