

**Arden Advisory Committee Meeting  
Monday, January 6, 2014**

Advisory Meeting commenced @ 7:33 P.M.

**Attendance:** William Theis (Advisory Chairman), Danny Schweers (Town Chairman), Tom Wheeler (Civic Co-Chairman), Cecilia Vore (Chairman Registration), Elizabeth Varley (Arden Trustee), Cookie Ohlson (Chairman Audit), Lisa Mullinax (Chairman Archives), Mike Curtis (Arden Trustee), Ed Rohrbach (Co-Chairman Civic), Rodney Jester (Civic Committee), Ron Meick (Civic Committee), Roy Seigfried (Chairman Community Planning), Pat Toman (Director Ardencroft), Carol Larson (Co-Chairman Forest), Katrina Streiff (Co-Chairman Forest), Warren Rosenkrantz (Arden resident guest)

**Departed:** Carrie Milligan

**Town Chairman:** Danny Schweers: Renewed the local service function agreement with NCC. It's Arden's agreement with NCC that they provide all the service that we do not provide to our community but the services that Arden provides to the community are not taxed by the county (i.e. paving the roads, library, recreation programs ACRA, Civic Committee etc.).

Danny met with Pat Toman (Ardencroft Director), Enno Krebbers (Ardentown Director) to discuss the future of the BWVC. Danny elaborated on this issue along with Bill Theis BWVC reporting below.

**Treasurer:** David Mickelson absent

**Trustee:** Mike Curtis

Trustees sent payment to the treasurer for the second half of the land rent liability.

Trustees are in the process of preparing and mailing land rent invoices.

Bill: Inquired if the trustees paid their office space rental for BWVC? Mike not sure.

**Archives:** Lisa Tenth anniversary of Archives in October. The Holiday Shop was a success & profitable. Archive is pleased with the new curator. Candidates for upcoming committee elections: 3 of 4 candidates (Deborah, Elaine Hickey and Sadie Summerville are willing to run again).

**Audit:** Cookie

Quarterly audit will be performed this Wednesday and the findings will be reported at Arden's January town meeting.

Budget: Jeff Politis absent No report will be due for January Town meeting

**BWVC:** Bill read the following report:

Discussion: Cecilia received email from Larry Strange which was sent to various officers of the three Ardens and committee members about his concerns pertaining to the operation of the BWVC. Due to the extensive detail of the email, Cecilia feels the town should be made aware of these concerns to be discussed by the town. Some of these concerns: Financial: checks and balances, improved efficiency, review policy & procedures, Committee structure: possibly shadow committee, representations from the other Ardens (voting rights).

BWVC is scheduling a special meeting in February to discuss all these concerns.

Bill Theis: BWVC **MOTION** will be presented about structural issues.

Ray wanted to clarify if the concerns about the BWVC as detailed in Larry Strange's email were being dealt with.

Danny assured Ray they were in discussions already with all town officers pertaining to BWVC. His report will be about his meeting with the officers of the other two villages who all are in agreement that BWVC is a community center for the three villages and all three villages should be involved in the fiscal and decisions of the BWVC. Based on that, they want to explore the possibility of the three villages sharing in the decisions and sharing in the fiscal responsibility by consulting the town's lawyer. These will take time. A motion will be required when the time comes. Enno Krebbers and Jim Schweiber both wrote a report in which Danny, after the Advisory meeting, sent a copy to all. (Copy follows these minutes).

**Civic:** Rodney Jester Memorial is now a sub of Civic Committee and Civic looked at the stage that was built on a large part of the memorial gardens. Last survey was by Arden Club approx. five yrs ago. Civic wrote a letter to club asking for letter of indemnity (copy of original Indemnity and Hold Harmless agreement after minutes) and certificate of insurance and both were provided. NCC has given the club notice that the stage needs to be removed since there was no permit authorized to build structure. Concerns to be discussed at town meeting: Civic resurvey, increase in burials land will be needed, is this part of the land that is considered park land that receives tax break from NCC, swap with the club and file subdivision with county, presently three memorial urns buried on leasehold that need to be moved, the main issues is that the stage is a permanent structure on town land resulting in liability issues. Working on a solution and not bringing a motion. It is the town's decision.

**Community Planning:** Ray Siegfried **Motion** for a resolution for the town to participate in the National Flood Insurance program (copy follows these minutes). In essence, the town would be handing over the administration of this project to the New Castle County Land Use . NCC would be the administrators. Ardentown had handed over administration about fifteen years ago. The hope is that all Ardens will have this approved. There are three incorporated communities that do not participate in the entire state and we are two of the three. Ray will email Danny with a copy of the resolution to be posted on town website.

Ray handed out Draft conflict of interest policy (copy at end of these minutes). Conflict policy would govern all committees and officers in terms of how we disclose conflicts and it provides a process which is required by state law for all incorporated and or municipalities. Ray will email Danny a copy to be posted on town website. Community planning goal is to have a vote in place for the March advisory and March town meeting. This is not a motion ; it is an adoption of a policy.

**Forest:** Carol Larson

Delaware grant to remove trees. Boundary project is still a work in progress. Forest wants to submit a proposal to apply for Schroder funds .Ongoing project: trees inventory of each leasehold and apply for money from the state. Storm water affects the forest and want to apply for grant money to address it. No motions.

**Playground:** Ed Rohrbach No motions. The slide has been removed from under the Fels oak with a lot of discussion surrounding the topic. Plan is to replace it and locate it in a safe place. Rickerman is working with Civic and they are going to perform an independent health study/ review of the Fels Oak. The Fels Oak has been braced twice already. Cecilia said she received a call from Dela about resigning. Ed will contact Dela and ,if so, he will submit a nominee replacement to be confirmed.

**Registration:** Cecilia Vore

Registration committee has their nominee except one. Registration will conduct an election to replace Larry Strange and Laura Wallace on BWVC. Larry Strange's term is for two more months 3/14 and Laura Wallace's term is for another fourteen months 3/15. Gary Quinton's & Warren Rosenkrantz's names will be submitted to replace Larry Strange . If Warren is not nominated to fill Larry Strange's position, then his name will be submitted for nominee of Laura Wallace's position.

The committee will post a current affidavit request for absentee ballots and will have it posted on the website in approximately a week. The March Advisory Meeting is the deadline for submitting nominees.

**Agenda Items**– At beginning of Town Meeting, prior to Committee Reports.

- 1) Registration – Cecilia Vore will present the criteria and procedure for Absentee Voting.
- 2) January Town Meeting is the last opportunity for getting names of nominees for Town Officers and Standing Committees onto the slate from the Floor. The deadline for names is at the March Advisory Meeting.

**Old Business**

**New business**

Mike: Insurance representative wants to meet with appropriate town officers for the Village.

Danny: Village Website was originally maintained by Community Planning and Danny has been maintaining it but now he would like to pass it to Advisory Board which seems to be the appropriate committee. It is word press. The state will host it for the Village

**Civic will** bring refreshments for the January 2014Town Meeting.

Meeting adjourned: 9:07 P.M.

Respectfully submitted,

Elizabeth Resko

Secretary, Village of Arden

**Attachments**

**JIM SCHWABER PROPOSAL**

**for the three villages to share responsibility for the Buzz Ware Village Center, 11/24/2013**

Hi Enno, Pat, and Danny,

At the Village of Ardencroft town meeting in The Buzz on this past Thursday night a motion was introduced concerning Ardencroft's involvement in same, and I jumped in with a motion to postpone discussion or vote on the motion until we might investigate the issues and seek some resolution prior to the next town meeting. So please find below what I propose as a path forward to achieve this objective: essentially to flesh out/revise/improve the below to create some kind of explicit governing document for The Buzz that includes all three Ardens. I am suggesting that you three or your deputized designees would be the right way to do this, if you may agree with this objective.

Be it understood,

1) There is a long-standing convention of treating the Buzz Ware Village Center (BWVC) as a joint resource to the three Ardens -- Ardencroft, Ardentown, and Arden -- with support, involvement, and substantial work from residents of all three Ardens to make the BWVC succeed

financially as well as socially. In this way the management of the BWVC has been consistent with many, many other projects that touch all three communities, of which arguably ACRA is the crown jewel (and which heavily depends on the BWVC). In all these joint projects, residents of the three Ardens make no distinctions among themselves as to "which Arden" they belong. We are all fellow travelers with common causes, interests, and responsibilities towards these joint projects.

2) In this context there has been an on-going practice in which the governance of the BWVC has been by an Arden-elected committee with additional members authorized by Ardencroft and Ardentown. In the spirit of point #1, all these members have cooperated and worked as a single committee, while at the same time recognizing that only the Arden members were voting members because they alone were responsible for the BWVC's finances.

3) This cooperation has recently turned sour, with the Arden members of the BWVC Committee insisting on their right to have the only official votes because only they have responsibility for the Center's finances. At the same time, the representatives of Ardencroft and Ardentown want their opinions fully heard, but without accepting a full share of the financial responsibility.

4) Therefore, be it resolved that the town chairs of Ardencroft, Ardentown, and Arden will explore options whereby responsibility for the BWVC finances and decisions will be officially shared by the three villages. That is, the three villages would share responsibility for the BWVC finances, and representatives from the villages would together determine how this wonderful community center is run, hopefully in a restored spirit of cooperation. [Or something like this?]

Respectfully submitted for your consideration please,

Jim Schwaber  
302-584-4216

### **Three Villages, One Buzz?**

#### **Meeting of the Chairs of The Ardens, Saturday, January 4, 2014**

#### **to discuss joint responsibility for the Buzz Ware Village Center**

On Saturday, January 4, the chairs of the three Ardens met. Jim Schwaber, an Ardencroft director, had asked us to explore how the three villages might share in the governance of, and fiscal responsibility for, the Buzz Ware Village Center.

Our exploration of possibilities has just begun. Before it concludes, there will be ample time for all residents of the three villages to have their comments heard. Now is not that time. Even so, feel free to call your village's chair if you have questions or comments. Note that nothing can be formalized without the approval of each village in an open vote. Below are Enno Krebbers' notes from our meeting.

Enno Krebbers, Ardentown, 476-2303

Danny Schweers, Arden, 475-0998

Pat Toman, Ardencroft, 475-7508

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

**FOR VALUE RECEIVED**, on December 12, 2013, The Arden Club (hereinafter referred to as the "Indemnitor") of 2126 The Highway, Arden, Delaware 19810 agrees to indemnify and hold harmless The Village of Arden (hereinafter referred to as the "Indemnitee") of 2119 The Highway, Arden, Delaware 19810, and its successors and assigns, from any claim, action, liability, loss, damage or suit, arising from the following: Any loss, damage, or injury, that may be sustained during the course of activities on or adjacent to the encroachment of the Shady Grove stage on the leasehold of The Arden Club, 2126 The Highway, Arden, Delaware into lands owned by the Village of Arden including but not limited to concerts, memorials, and other activities to benefit the community..

In the event that the Indemnitee is served with, or otherwise becomes aware of a claim that pursuant to the terms of this agreement the Indemnitor shall be responsible for the defense of the Indemnitee against the allegations made in such claim, the Indemnitee shall provide the Indemnitor reasonably timely written notice of same, and thereafter the Indemnitor shall at his/her/its own expense defend, protect and save harmless Indemnitee against said claim or any loss or liability thereunder.

In the further event the Indemnitor shall fail to so defend and/or indemnify and save harmless, then in such instance the Indemnitee shall have full rights to defend, pay or settle said claim on its behalf without further notice to the Indemnitor and with full rights to recourse against the Indemnitor for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

Upon default, the Indemnitor further agrees to pay all reasonable attorney's fees necessary to enforce this Agreement.

This Agreement shall be unlimited as to amount or duration.

**Severability.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by the parties subsequent to the expungement of the invalid provision.

**No Waiver.** The failure of the parties to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware.

### **Resolution for the National Flood Insurance Program**

WHEREAS, Town Assembly of Arden being aware of the recurring flooding and the threat of flooding from Naamans Creek and the resulting damage to property located within Arden: and,

WHEREAS, there is a desire and need for the program of insurance coverage for those who reside or hold title to property located within such flood-prone areas: and,

WHEREAS, relief is available in the form of flood insurance as authorized by the National Flood Insurance Act of 1968, as amended: and,

WHEREAS, the regulations declared by the Federal Emergency Management Agency under said Act require [1] an official legislative or executive act indicating a local need for flood insurance and a desire to participate in the National Flood Insurance Program, and [2] assurances in the form of action by the appropriate local legislative body committing the local legislative body to certain future courses of action;

NOW, THEREFORE, be it resolved by Town Assembly of Arden:

THAT, it will comply with the regulations of the National Flood Insurance Program:

- 1) To recognize and duly evaluate flood, mudslide [i.e., mudflow] and/or flood-related erosion hazards in all official actions in the areas having special flood, mudslide [i.e. mudflow] and/or flood-related erosion hazards and to take such other official action reasonably necessary to carry out the objectives of the program; and,
- 2) To assist the Land Use Department of New Castle County as Administrator of this program in delineation of the limits of the areas having special flood, mudslide or flood-related erosion hazards; and,
- 3) To provide such information concerning present uses and occupancy of the flood plain, mudslide or flood-related erosion areas as the administrator may request; and,
- 4) To maintain for public inspection and furnish upon request, for the determination of applicable flood insurance risk premium rates within all areas having special flood hazards identified on a Flood Insurance Rate Map [FIRM], any certificates of flood proofing, and information on the elevation [in relation to mean sea level] of the level of the lowest floor [including basement] of all new or substantially improved structures, and include whether or not such structures contain a basement, and if the structure has been flood-proofed, the elevation [in relation to mean sea level] to which the structure was flood proofed, that NCCDLU will maintain records of building permit applications in the floodplain, records of the elevation certificates for structures constructed in or near the floodplain.: and,
- 5) To cooperate with Federal, State, and local agencies and private firms which undertake to study, survey, map and identify flood plain, mudslide [i.e. mudflow] or

flood-related erosion areas, and cooperate with neighboring communities with respect to the management of adjoining flood plain, mudslide [i.e., mudflow] and/or flood related erosion areas in order to prevent aggravation of existing hazards; and,

- 6) Upon occurrence, to notify the Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that all FIRM's accurately represent the community's boundaries, include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished flood plain management regulatory authority and,
- 7) To appoint New Castle County Land Use Department with the responsibility, authority, and means to implement the commitments made herein and to submit annually or biennially a report to the Administrator on the progress made during the past within the community in the development and implementation of flood plain management measure. NCCDLU will furnish the data to Arden. As a participating community, Arden, with the assistance of NCCDLU complete all reporting requirements to FEMA.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Arden Chairman \_\_\_\_\_

Attest: \_\_\_\_\_

RJS 1/04/14

## **Draft Conflict of Interest Policy**

### Purpose and scope:

This policy is created to prevent any acts of favoritism, cronyism, nepotism and personal gain or undue advantage which interfere with fairness because such acts undermines trust and the common good of the Village. Service to the Village is always about protecting the common good, which may be defined as the common conditions that are important to the welfare of everyone. Conflicts of interests make the Village lose faith in the integrity of our governmental decision-making processes. This policy covers all elected officers and committee members.

### Definition:

Conflicts of interest can be defined as any situation in which an individual is in a position to exploit a professional or official capacity in some way for their personal or financial benefit. Conflicts of interest occur when an officer or committee member puts his or her personal or financial interest ahead of the Village interest. No officer or committee member shall use his or her office to secure unwanted privileges private advancements or gains. No officer or committee member can disclose confidential information gained by reason of his or her position nor otherwise use such information for personal gain or benefit.

### Process:

When a conflict of interest is possible, an officer or committee member is expected to declare and recues oneself from the conflict by abstaining from the discussion and the vote. It is not sufficient for officers and committee members to make conflicts public. They must take themselves out of the decision-making process altogether. This includes discussion and debate as well as actual voting. Officers and committee members are also expected to refrain from public pronouncements, influence and private arm twisting on decisions in which he or she has an interest.

If an officer or committee member does not declare a conflict and another person believes there exist a conflict he or she should bring this forward to the officers or committee as a potential conflict. In turn the committee or officers have the responsibility to verify and resolved the issue as soon as possible and reported at the next Town Assemble meeting. If the conflict of interest is verified the person in question will be removed from his or her position at that time and will not be eligible for committee or officer position for 5 years.

RJS 12/21/13