

BEFORE THE DELAWARE STATE FIRE PREVENTION COMMISSION

IN RE: BOUNDARY DISPUTE)	FINDINGS OF FACT
ROBBINS HOSE COMPANY)	CONCLUSIONS OF LAW
And LITTLE CREEK VOL.)	ORDER
FIRE COMPANY)	

BEFORE, Marvel, Chairman, Kelly, Vice Chairman, Truitt, Majewski, Leonetti, Eisenbrey, and O'Neal.

On June 3, 2024, the State Fire Prevention Commission ("Commission") received a letter from Mr. Nicholas H. Rodriguez, Esq., City Solicitor for the City of Dover writing on behalf of David Carey, Fire Chief of the Dover Fire Department.¹ The letter informed the Commission of recent annexations by the City of Dover of real property within the fire districts of Cheswold, Camden-Wyoming, and Little Creek.² The letter explained the involved companies were unable to reach a mutual agreement regarding fire district boundaries. The letter further requested a ruling from the Commission that future annexations would become part of Robbins Hose's fire district automatically.

The Commission held a hearing on August 20, 2024. Robbins Hose Company was represented by Liam Gallagher, Deputy City Solicitor. Little Creek was represented by John Paradee, Esq. Robbins Hose reiterated the requests made in the letter and relied on legal precedent. Little Creek presented a compendium of 23 documents showing the history between the two fire companies related to the shared boundary. Under questioning, the Commission learned both fire

¹ Discussion at the hearing revealed the Dover Fire Department and the Robbins Hose Fire Company are the same entity. Although varying permutations of the names appear on paperwork and apparatuses, it is a singular fire company with two stations within the City of Dover. City of Dover Ordinance §46-41 adopted Robbins Hose Company No. 1 as the designated fire company of the City of Dover.

² This Order will only discuss the fire district boundary involving Little Creek. Separate orders will discuss the remaining disputes.

companies have similar response times to the area under review and both companies are staffed similarly. Vice Chairman Kelly requested specific proof from the companies showing any agreements or boundary changes would benefit public safety. The Commission moved to table Robbins Hose's request to amend the boundary lines and asked the companies to work towards a resolution. The Commission voted to deny Robbins Hose's request to automatically change boundary lines for all future annexations. The Commission further requested Robbins Hose re-submit the boundary change request with specificity and annexation documents.

Robbins Hose provided the requested documentation by letter dated December 23, 2024. The following areas are implicated:

- 5, 10, 15, 24, and 25 Maggies Way
- 1500 S. Little Creek Road
- Parcel Number ED 05-078.00-01-08.01
- 725 Horsepond Road
- 883 Horsepond Road
- 1059 Horsepond Road
- 1175 Horsepond Road
- 1757 Horsepond Road
- Kent County Aero Park Galaxy Drive and Star Lifter Avenue area
- 802 Long Point Road

On February 13, 2025, the Commission received a letter from Little Creek listing the properties at issue along with the corresponding maps. This letter also re-submitted the compendium from the August meeting.

The Commission held a public hearing on February 18, 2025. The Commission heard testimony and accepted evidence from all parties. Robbins Hose relied on language in the City of Dover's Charter. Section 20 addresses fire protection:

The council shall have power to adopt all measures requisite or appropriate for protection against fire. To this end the council may adopt ordinances prohibiting

the use of building materials that the council deem would create a fire hazard, and may zone or district the city and make particular provisions for particular zones or districts with regard to buildings and building materials. This power shall be deemed to embrace new buildings or additions to or alterations of existing structures of every kind. The council shall have the power to condemn any building or structure or portion thereof that it deems to be a health hazard or constitutes a fire menace or to require or cause the same to be torn down, removed, or so altered as to eliminate the health hazard or menace of fire.

Robbins Hose argues the language in the City charter requires fire services be provided to the City's residents by Robbins Hose, as the designated fire company, rather than surrounding fire companies.

Little Creek presented documents evidencing an agreement over the shared boundary. By agreement dated February 13, 1990, Little Creek and Robbins Hose agreed to resolve a current boundary dispute as well as future disputes.³ "In the future, if annexation occurs by the City of Dover affecting the fire district boundaries between the companies who are parties hereto, then upon annexation, these areas shall automatically become 24-hour dual response between both departments until further agreement is reached regarding the same."⁴ The Commission acknowledged and certified the agreement by letter dated April 25, 1990.⁵ Subsequent reviews of fire district boundaries maintained the 1990 agreement.

At the February hearing, all parties agreed that both fire companies provide adequate fire protection service to the areas under review. The parties also reported working well together.

While the Commission encourages mutual resolution, it has the authority to set boundaries and resolve boundaries disputes.⁶ The Commission further has the authority to resolve grievances

³ Little Creek compendium, Tab 18.

⁴ *Id* at ¶3.

⁵ Little Creek compendium, Tab 19.

⁶ 16 *Del. C.* §6607(a)(3) and (4).

between fire companies.⁷ Above all else, the Commission has a statutory mandate. “The objective of the State Fire Prevention Commission, *to which all other objectives and purposes are secondary*, is to protect the general public, specifically those persons who are the direct recipients of services regulated by this chapter, from unsafe practices.”⁸ In all decisions, the Commission finds safety and the provision of adequate services of utmost importance.

The Delaware Superior Court addressed fire district boundary disputes in *City of Dover v. State Fire Prevention Comm’n*⁹ and *City of Wilmington v. State Fire Prevention Comm’n*.¹⁰ In both cases, the Court found that the Commission did not have the authority to authorize a company other than the City’s designated company to fight fires within the City. However, the Court acknowledged the City’s opportunity to “provide otherwise,” recognizing the ability of a city to utilize additional fire companies for the residents’ services.

The Commission finds that the City of Dover, through the agreement made by Robbins Hose, provided for alternative fire protection.¹¹ The agreement made between Robbins Hose and Little Creek endured the test of time, being followed consistently since 1990. Since there is no suggestion Little Creek cannot provide adequate fire protection, the Commission will not change the boundary lines. Public safety does not so require.

⁷ 16 Del. C. §6604(15).

⁸ 16 Del. C. §6601 (emphasis added).

⁹ 2006 WL 2361707 (Del. Super. Ct. Jul 17, 2006).

¹⁰ 1990 WL 1223796 (Del. Super. Ct. Nov. 24, 1999).

¹¹ During the hearing, Mr. Rodriguez agreed that the agreement changes the posture of the boundary disagreement.

It is so ORDERED this 19th day of March, 2025.



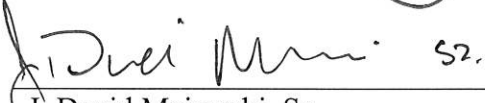
Ron Marvel, Chairman



William Kelly, Vice Chairman




Lynn Truitt



J. David Majewski, Sr.



Joe Leonetti, Sr.



Ronald O'Neal

ABSTAINED

Jeffrey Eisenbrey¹²

¹² Commissioner Eisenbrey was present for the arguments and deliberation. However, he abstained from the vote and did not participate during the hearing.

