



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078

410-939-1800

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Public Notice

Havre de Grace City Council Meeting

PLACE: City Council Chambers
City Hall
711 Pennington Avenue
Havre de Grace, Maryland 21078

TIME: 7:00 p.m.

DATE: Monday, June 5, 2023

The public may attend the meeting or view it live by visiting the City of Havre de Grace website at www.havredegracemd.com and click on the City YouTube Videos tab. The video will be available to view on the website immediately following the meeting.



COUNCIL MEETING AGENDA

June 5, 2023

711 Pennington Avenue, Havre de Grace, Maryland

7:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Opening Prayer: Rev. Dr. Lynne Humphries-Russ, Hopewell United Methodist Church
5. Approval of the Minutes:
 - A. City Council Meeting Minutes – May 15, 2023
 - B. City Council Closed Session Meeting Minutes – May 15, 2023
6. Comments from Citizens
7. Appointments:
 - A. Economic Development Advisory Board (CM Robertson)
 - i. Charles Hiner – Appointment
 - B. Historic Preservation Commission (CP Ringsaker)
 - i. Ronald Browning – Appointment
 - C. Marina Commission (CM Schneegas)
 - i. Steven Lay – Reappointment
 - D. Planning Commission (CM Schneegas)
 - i. Janice Chan – Appointment
8. Oath of Office (Administered by Mayor Martin)
 - A. Economic Development Advisory Board
 - i. Charles Hiner
 - B. Historic Preservation Commission
 - i. Ronald Browning
 - C. Planning Commission
 - i. Janice Chan
9. Recognitions:
 - A. Havre de Grace Police Department Promotions & Oaths (Mayor Martin, CM Boyer, Chief Walter)
 - i. Kenneth Terry to Rank of Lieutenant
 - ii. Anthony Molesky to Rank of Sergeant
 - iii. Bryan Adams to Rank of Corporal

10. Proclamations: None

11. Presentations:

- A. Havre de Grace Recreation Committee
- B. Historic Preservation Awards (Presented by the Historic Preservation Commission)
 - i. 860 Ontario Street (Fran Blythe)
 - ii. 317 Fountain Street (Kevin Purcell & Bonnie Bradford)
 - iii. 1100 S. Adams Street (Jeanne Baynes Lounsberry)

12. Resolutions:

- A. **Calendar Resolution concerning Approving a License Agreement for Encroachment onto the City Right-of-Way at 569 Lewis Street (CM Schneegas)**
A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTION 33 AND 34 OF THE CITY CHARTER AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND FOR APPROVAL OF A LICENSE AGREEMENT FOR 569 LEWIS STREET FOR PERMISSION TO ENCROACH ONTO THE CITY RIGHT-OF-WAY
- B. **Calendar Resolution concerning Approving a Lease Agreement for an Existing HVAC Unit and Related Utilities in the City Right-of-Way at the Corner of 569 Lewis Street and Stokes Street (CM Schneegas)**
A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTION 33 AND 34 OF THE CITY CHARTER AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND FOR APPROVAL OF A LEASE AGREEMENT FOR AN EXISTING HVAC UNIT AND RELATED UTILITIES IN THE CITY RIGHT OF WAY AT THE CORNER OF 569 LEWIS STREET AND STOKES STREET TO AUTHORIZE THE MAYOR TO EXECUTE SUCH LEASE
- C. **Calendar Resolution concerning Ratifying the Additional Terms of Settlement of the Opioid Multi-District Litigation (CP Ringsaker)**
A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND PURSUANT TO SECTION 33 AND 34 OF THE CITY CHARTER AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND TO RATIFY ADDITIONAL TERMS OF SETTLEMENT OF THE OPIOID MULTI-DISTRICT LITIGATION
- D. **Charter Amendment Resolution No. 293 concerning Requiring Budget Amendments by Ordinance: Second Reading (CP Ringsaker)**
A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE HAVRE DE GRACE CITY CHARTER SECTION 19, AMENDING IN PART SECTION 37 F. AND 19 A. OF THE CITY CHARTER, GENERALLY PERTAINING TO BUDGET AMENDMENTS; REPEALING THE REQUIREMENT THAT BUDGET AMENDMENTS BE APPROVED BY RESOLUTION; REQUIRING BUDGET AMENDMENTS BE APPROVED BY ORDINANCE
- E. **Charter Amendment Resolution No. 294 concerning Authorizing Certain Personnel to Enter into Certain Agreements: Second Reading (CP Ringsaker)**
A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE HAVRE DE GRACE CITY CHARTER SECTION 19, AMENDING IN PART SECTION 37 G. OF THE CITY CHARTER, GENERALLY PERTAINING TO THE EXECUTION OF THE ANNUAL BUDGET ORDINANCE; AUTHORIZING CERTAIN PERSONNEL TO ENTER INTO CERTAIN AGREEMENTS; AUTHORIZING THE CREATION OF ADMINISTRATIVE RULES AND PROCEDURES TO CARRY OUT SUBSECTION

13. Ordinances:

- A. **Ordinance concerning Establishing the City Budget for FY 2024: First Reading (CM Robertson)**
AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE BY THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND SECTION 37 OF THE HAVRE DE GRACE CITY CHARTER FOR THE PURPOSE OF ESTABLISHING THE CITY BUDGET FOR FISCAL YEAR 2024, BY DESIGNATING THE ANNUAL PROJECTION OF ANTICIPATED REVENUES AND PROPOSED AUTHORIZED EXPENSES FOR THE CITY OF HAVRE DE GRACE FOR FISCAL YEAR 2024

- B. **Ordinance concerning Amending Chapter 162 Solid Waste: First Reading (CM Jones)**
AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND CHAPTER 162 SOLID WASTE

- C. **Ordinance concerning Amending Portions of Chapter 205 – Zoning – Commercial/Industrial: First Reading (CM Schneegas)**
AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT AND LAND USE ARTICLES OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND PORTIONS OF CITY CODE 205-ZONING

- D. **Ordinance concerning Amending Chapter 205 - Zoning - Through Lots, Fences: First Reading (CM Schneegas)**
AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND CITY CODE SECTION 205 - ZONING

14. Old Business:

- A. Special Event – Farmers Market – Change of Location on September 23, 2023 (Steve Gamatoria)

15. New Business:

- A. Special Events (Steve Gamatoria)
 - i. Havre de Grace Youth Sailing Program – Family Picnic Fundraiser, June 25, 2023
1:00 p.m.-4:00 p.m., Hutchins Memorial Park
 - ii. Animal Blessing & Pet Expo, September 10, 2023
12:30 p.m.-3:30 p.m., Concord Point Park

16. Directors Report:

- A. Mr. Steve Gamatoria – Director of Administration
- B. Mr. Tim Bourcier – Director of Planning
- C. Ms. Bridgette Johnson – Director of Economic Development & Tourism
- D. Mr. George DeHority – Director of Finance
- E. Mr. EJ Millisor – Director of Public Works
- F. Chief Teresa Walter – Chief of Police

17. Business from Mayor Martin

18. Business from Council:

- A. Council Member Schneegas
- B. Council Member Robertson
- C. Council Member Boker
- D. Council Member Jones
- E. Council Member Boyer
- F. Council President Ringsaker

19. Adjournment



May 15, 2023

Public Hearing Proceedings

711 Pennington Avenue, Havre de Grace, Maryland

7:00 p.m.

Public Hearing for Charter Amendment Resolution No. 293 concerning Requiring Budget Amendments by Ordinance was called to order on May 15, 2023 at 7:03 p.m. with Mayor Martin presiding. Council Members present: CP Ringsaker, CM Boyer, CM Robertson, CM Schneegas, and CM Zinner. Council Member absent: CM Martin.

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE HAVRE DE GRACE CITY CHARTER SECTION 19, AMENDING IN PART SECTION 37 F. AND 19 A. OF THE CITY CHARTER, GENERALLY PERTAINING TO BUDGET AMENDMENTS; REPEALING THE REQUIREMENT THAT BUDGET AMENDMENTS BE APPROVED BY RESOLUTION; REQUIRING BUDGET AMENDMENTS BE APPROVED BY ORDINANCE

Comments from Citizens: No comments.

Public Hearing closed at 7:05 p.m.

Public Hearing for Charter Amendment Resolution No. 294 concerning Authorizing Certain Personnel to Enter into Certain Agreements was called to order on May 15, 2023 at 7:05 p.m. with Mayor Martin presiding. Council Members present: CP Ringsaker, CM Boyer, CM Robertson, CM Schneegas, and CM Zinner. Council Member absent: CM Martin.

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE HAVRE DE GRACE CITY CHARTER SECTION 19, AMENDING IN PART SECTION 37 G. OF THE CITY CHARTER, GENERALLY PERTAINING TO THE EXECUTION OF THE ANNUAL BUDGET ORDINANCE; AUTHORIZING CERTAIN PERSONNEL TO ENTER INTO CERTAIN AGREEMENTS; AUTHORIZING THE CREATION OF ADMINISTRATIVE RULES AND PROCEDURES TO CARRY OUT SUBSECTION

Comments from Citizens: No comments.

Public Hearing closed at 7:06 p.m.

May 15, 2023

Council Meeting Proceedings

The regular meeting of the Mayor and City Council was called to order on May 15, 2023, at 7:07 p.m. with Mayor Martin presiding. Council Members present: CP Ringsaker, CM Boyer, CM Robertson, CM Schneegas, and CM Zinner. Council Member absent: CM Martin.

The Pledge of Allegiance was recited, and the opening prayer was given by Pastor Yvonne Austin of Agape Church.

Guests in the audience were recognized: County Councilman Jacob Bennett, Delegate Steve Johnson, Delegate Andre Johnson, Vice-President of the Board of Education Wade Sewell, and Council President Adam Hiob of Aberdeen.

Approval of Minutes

City Council Meeting Minutes – CM Zinner moved to approve the Council Meeting minutes of May 1, 2023. Second by CM Schneegas. Motion carried 5-0.

City Council Public Hearing Minutes on Tax Rate and Water & Sewer Rate Ordinances – CP Ringsaker moved to approve the Council Public Hearing minutes of May 8, 2023. Second by CM Boyer. Motion carried 4-0 with CM Zinner abstaining due to her absence at the meeting.

Comments from Citizens

Sara King, 564 Bailiff Road, North East, spoke as a downtown small business owner on her concern regarding the loss of parking through the downtown revitalization project.

Ed Garono, 908 S. Washington Street, Havre de Grace, spoke on his disappointment of the legislation that passed at the last meeting to give a 50% discount to the Havre de Grace Recreation Committee at the STAR Centre when they already receive funds from the City and have funds in reserve, concern of setting a precedent for other groups, that the legislation was passed in a rush manner, and how this is a burden to the taxpayers.

Proclamations

Mayor Martin presented a proclamation to Chief Pete Quackenbush and President Brandy Graziosi of the Havre de Grace Ambulance Corps for Emergency Medical Services Week – May 21-27, 2023.

Presentations

Nic Galloro presented the official election results from the City Election on May 2, 2023. CM Boyer asked how many registered voters we have – Mr. Galloro responded there are approximately 11,500.

Resolutions

Calendar Resolution to Authorize Termination of the Urban County Entitlement Program Cooperation Agreement with Harford County

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND SECTIONS 33 AND 34 OF THE CITY CHARTER AUTHORIZING THE MAYOR TO TERMINATE THE URBAN COUNTY ENTITLEMENT PROGRAM COOPERATION AGREEMENT WITH HARFORD COUNTY

A motion to introduce was made by CP Ringsaker. Second by CM Robertson. Motion carried 5-0. The resolution was given number 2023-06. A motion to adopt was made by CM Robertson. Second by CP Ringsaker. After a roll call vote, motion to approve carried 5-0.

Ordinances

Ordinance No. 1105 concerning Amending City Code Chapter 25: Board, Committees and Commissions: Second Reading

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND CITY CODE 25: BOARDS, COMMITTEES AND COMMISSIONS, ARTICLE I, SECTION 25-0 DUTY TO REPORT

A motion to introduce was made by CP Ringsaker. Second by CM Schneegas. Motion carried 5-0. A motion to adopt was made by CP Ringsaker. Second by CM Zinner. After a roll call vote, motion to approve carried 5-0.

Ordinance No. 1106 concerning Delegating Additional Administrative Duties to the Director of Administration: Second Reading

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 18, 33, 34 AND 48 OF THE HAVRE DE GRACE CITY CHARTER TO DELEGATE TO THE DIRECTOR OF ADMINISTRATION ADDITIONAL ADMINISTRATIVE DUTIES

A motion to introduce was made by CP Ringsaker. Second by CM Zinner. Motion carried 5-0. A motion to adopt was made by CM Zinner. Second by CM Schneegas. After a roll call vote, motion to approve carried 5-0.

Ordinance No. 1107 concerning FY 2024 Tax Rates: Second Reading

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO THE AUTHORITY PROVIDED BY THE ANNOTATED CODE OF MARYLAND TAX-PROPERTY ARTICLE TITLE 6 AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FIXING THE TAX RATE FOR THE FISCAL YEAR JULY 1, 2023 TO JUNE 30, 2024 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSABLE REAL PROPERTY, PERSONAL PROPERTY; AND PROVIDING AN ADDITIONAL SPECIAL TAX LEVIED WITHIN THE CRITICAL AREA SPECIAL TAXING DISTRICT AND SETTING THE SERVICE CHARGE FOR THE SEMI-ANNUAL PROPERTY TAX PAYMENT OPTION

A motion to introduce was made by CM Robertson. Second by CP Ringsaker. Motion carried 5-0. A motion to adopt was made by CM Zinner. Second by CM Robertson. After a roll call vote, motion to approve carried 5-0.

Ordinance No. 1108 concerning FY 2024 Water and Sewer Rates: Second Reading

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER, CITY CODE CHAPTER 196 AND EXHIBIT A THERETO, ESTABLISHING THE CITY WATER AND SEWER RATES AND SERVICE PARTICIPATION FEES FOR THE USERS OF THE CITY WATER AND SEWER SYSTEM

A motion to introduce was made by CM Robertson. Second by CM Schneegas. Motion carried 5-0. A motion to adopt was made by CM Robertson. Second by CM Zinner. After discussion on the reason for the increase and a roll call vote, motion to approve carried 5-0.

Business from Mayor Martin

Mayor Martin reported that CM Martin is on a planned vacation, which is why he wasn't in attendance and then commented on how he met CM Martin and recognized him for the work he has done while on the Council and with the Maryland Municipal League. Mayor Martin commented on how he met CM Zinner and recognized her for the work she has done while on the Council.

Business from Council

Council Member Schneegas: CM Schneegas commented that it's a wonderful time for our City as things are changing and we have new officials to welcome in and those to commend for their service. CM Zinner was thanked for her help and expertize along the way and thanked for her guidance and the service she has given to the citizens. The citizens were thanked for voting to transfer property to Habitat for Humanity. CM Martin was thanked for his service.

Council Member Boyer: CM Boyer thanked CM Zinner for her service – she appreciated working with CM Zinner. CM Martin was recognized for all he did on the Maryland Municipal League – he did a lot to represent us and serve us at the state level - he will be missed. Thanked everyone for a wonderful Mother's Day and the celebration around town. Congratulated her daughter for her graduation from St. Mary's.

Council Member Robertson: CM Robertson thanked everyone for coming out. He commented that he could always count on CM Zinner to be well read on the material and he is fortunate to call her a friend and colleague. He is going to miss CM Martin and thanked him for his service and time and hopes he enjoys his time with his family.

Council President Ringsaker: CP Ringsaker commented it's been an honor and pleasure to serve with CM Martin. He commented on how much he cares about CM Zinner and how she was always steadfast – she would read through everything, study it, and knew how she was going to vote.

CP Ringsaker made a friendly amendment to correct the Charter Resolution numbers – 293 is 294 and 294 is 293. [Note: Charter Resolution 293 is on Requiring Budget Amendments by Ordinance and Charter Resolution 294 is on Authorizing Certain Personnel to Enter into Certain Agreements.]

Council Member Zinner: CM Zinner thanked everyone for their friendship and support. She wants to try some other things and didn't want to short change anyone by committing to serve and not being able to keep the commitment. She hopes CM Martin is enjoying himself. She will miss everyone. She wished the new members of Council good luck – it's a wonderful learning opportunity and an opportunity to meet new people and be embraced.

Council Member Martin: CM Martin was not in attendance, but provided a video. He thanked CM Zinner for her service, dedication, and commitment to the citizens. He recognized Mayor Martin, the late Mayor Daugherty, and former Mayor John Correr, Jr. for their support and guidance. He thanked CP Ringsaker, CM Robertson, CM Boyer, and CM Schneegas for their friendship, compassion and continued service. He thanked the many volunteers, the HdG Ambulance Corps, and the Susquehanna Hose Company for their time. As a retired Trooper, he recognized Chief Walter for her leadership and dedication of the men and women of the Police Department who continue to make HdG a walkable city, one of the safest cities in Maryland and the nation and one of the best places to live in Maryland. He thanked everyone for their support, kind words and friendship and wished the new Council members Johnny Boker and Vicki Jones success.

CM Zinner was presented with a gift from the City of Havre de Grace.

Motion to adjourn Sine Die: was made by CM Zinner. Second by CP Ringsaker. Motion carried 4-1 with CM Zinner voting nay. 😊

Oath of Office

The Mayor administered the oath of office to newly elected Council members Johnny Boker, Vicki Jones, and Jason Robertson.

Call to order Mayor Martin called to order the 2023-2024 Legislative Session of May 15, 2023 at 8:45 p.m.

Roll Call was made by Mayor Martin. Council Members present: CM Ringsaker, CM Schneegas, CM Boyer, CM Robertson, CM Boker, and CM Jones.

A motion to move into Closed Session for the selection of the Council President was made by CM Ringsaker at 8:46 p.m. Second by CM Schneegas. CM Ringsaker read the closing statement. Motion carried 6-0.

The Council reconvened at 9:50 p.m.

Roll Call was made by Mayor Martin with all Council Members present.

Motion for the Selection of Council President

A motion to elect CM Ringsaker as Council President for the 2023-2024 Session was made by CM Robertson. Second by CM Schneegas. Motion carried 5-1, with CM Boyer voting nay.

New Business

Budget Amendment 2023-13 – Authorize Spending for DHCD 2023 Series Bond Legal Fees

A motion to approve was made by CM Robertson. Second by CP Ringsaker. CM Robertson explained the reason for the amendment. After a roll call vote, motion carried 6-0.

Directors Report

Steve Gamatoria, Director of Administration: Mr. Gamatoria congratulated the new Council members – he looks forward to a productive year. Nic Galloro and the election team were thanked for their outstanding job – we had the most volunteers and they all took the necessary training. We have begun the process for the next election. Bambi Johnson, Bob Denton and crew were thanked for Defenders Day and the fireworks, as well as Vulcan, Chris Scarlato, Steve Young and members of the Susquehanna Hose Company.

Tim Bourcier, Director of Planning: Mr. Bourcier reported May is Preservation Month in Maryland – it looks like the Colored School Museum will be the first organization to come in, and we are working to become a certified local government through the Maryland Department of Planning Maryland Historical Trust that will provide us with funding opportunities. We are in the process of working on two bikeway grants. This is his one year anniversary with the City. He commented on how helpful CM Martin was with his notes from 5-6 years ago on the long-term rental legislation and the cannabis legislation - it was a joy working with him. He also worked with CM Zinner on the long-term rental legislation – she became interested when she delivered Thanksgiving meals and saw the condition the residents were living in. He is looking forward to working with CM Boker and CM Jones and hearing their ideas.

Bridgette Johnson, Director of Economic Development & Tourism: Ms. Johnson congratulated the two new Council members and she looks forward to working with them. It was a pleasure working with CM Martin and CM Zinner and wished them the best of luck in their future endeavors. Maryland Main Street is celebrating its 25th anniversary – the celebration will start late-summer/early-fall and the City will be participating – we are the third oldest Main Street in the state. A \$25,000 grant was submitted to help fund the new part-time Main Street & Tourism Coordinator position, a \$15,000 technical assistance grant was submitted to provide classes for local businesses, several Community Legacy grants are being pursued. The contract has been sent to the vendor for the Green Street pier project – construction is estimated to begin in November and they will work on getting the permits and ordering materials in the meantime. This Wednesday, the Tourism Advisory Board meets at 10 a.m. and the Economic Development Advisory Board meets at 4 p.m.; both meetings are open to the public. We had a very successful First Friday on May 5 – volunteers, Police Department and DPW were recognized and special thank you to Paul, Jr. with the television show American Chopper for delivering the custom made bike to Reliable Scaffolding & Shoring Services. The next First Friday is June 2. Two historic ships are visiting the City – the Pride of Baltimore II will be docked at Hutchins Park on June 2-4 and the Maryland Dove will be docked at Hutchins Park on June 24-25.

George DeHority, Director of Finance: Mr. George DeHority welcomed the new Council members and wished the best of luck to the retiring Council members; he hopes they don't become strangers to City Hall because they have a lot of knowledge and insight that is very valuable. Mr. DeHority thanked the Council members for approving the budget amendment. He reported on the current financial condition of General Fund 1, Water/Sewer Fund 9, and Marina Fund 8. The General Fund 1 balance is \$3,631,200, which is \$1,820,500 above budget. The Water/Sewer Fund 9 balance is \$1,087,400, which is \$355,000 below budget. The Marina Fund 8 balance is \$693,800, which is \$289,200 above budget.

EJ Millisor, Director of Public Works: Mr. Millisor congratulated the new Council members and let them know his door is always open to answer any questions they may have. He gave updates on City projects: solid handling facility scum line, wastewater treatment plant, and BGE gas line at Revolution and Lewis. They are prepping for the new sidewalk at Lafayette and Market. The National Guard pump station is fully operational. The fuel tanks at the Yacht Basin are coming along and should be operational by the end of the week. CM Zinner and CM Martin were thanked for their professionalism working on the committees and commissions.

Chief Teresa Walter, Havre de Grace Police Department: Chief Walter congratulated the new council members and returning member Robertson - her door is always open to them or if they want to do a ride-along. Peace Officers Memorial Day is recognized every year on May 15 to honor police officers who gave their life while doing their job. We have tremendous community support in Havre de Grace. DPW was thanked for the work done last week. Lt. Humphrey is retiring the end of this month. Mayor Martin asked about graffiti in the City – Chief Walter replied that we have gotten tips from different sources and are looking into it – if you see graffiti give the police a call so they can document it and get it cleaned up – Mayor Martin reached out to citizens - if they see something to say something – we take a lot of pride in the beauty of our City.

Business from Mayor Martin

Mayor Martin commented that last weekend started off with First Friday – Paul Teutul, Jr. built a motorcycle for the owner of Reliable Scaffolding & Shoring Services and it will be on display at his business. First Friday was wonderful – he appreciates the families that came out and had a good time. The weekend also had Defenders Day, the Decoy Show, Reptile Show, and concerts at the State Theater and STAR Centre – all of this goes off with great volunteer work, good planning from staff, the Police Department and DPW – thank you to all the staff for making it possible. Congratulations to the Class of 2023 – the seniors last day is May 25. Dena Cardwell and the members of the Decoy Museum were thanked for opening for prom pictures because it rained and they couldn't take the traditional prom pictures in front of the Lighthouse. Memorial Day is May 29 and there will be a service at 9 a.m. at Angel Hill Cemetery, 10:30 a.m. at the Gold Star Memorial, and 11 a.m. at the War Memorial at Tydings Memorial Park. CM Zinner and CM Martin were thanked for their service, CM Jones and CM Boker were welcomed, and all the other Council members and his staff were thanked for all their support this past year. He is looking forward to a good legislative session – there is a lot coming down the pike - the best is yet to come.

Business from Council

Council Member Boyer: CM Boyer congratulated CM Robertson, CM Boker – he helped her with her yard when she first came to the city, and CM Jones – she is looking forward to getting things done. The Green Team was selling their compost at the Farmers Market – she was struck that more than 50% of the customers weren't from Havre de Grace or Harford County. We are a designated Bee City and the Green Team will show their next

movie, “My Garden of 1,000 Bees” at the Opera House on May 18 at 7 p.m. CM Boyer commented on an electric pole at the corner by the Waffle House that looks like half the pole is missing.

Council Member Schneegas: CM Schneegas welcomed CM Jones and CM Boker and welcomed back CM Robertson. She thanked Tim Bourcier for reminding her it’s been a year since her appointment – she thanked the citizens for putting their trust in her and she looks forward to working with everyone going into 2024. It’s tremendous to see projects happening and going forward.

Council Member Robertson: CM Robertson congratulated CM Jones and CM Boker and looks forward to serving with them and the other Council members. CP Ringsaker was congratulated for being elected Council President. There isn’t a Budget & Finance Committee meeting tomorrow. EDAB will meet May 17 at 4 p.m. and the Youth Commission will meet May 25 at 7 p.m. Memorial Day is May 29 and there will be a service at 9 a.m. at Angel Hill Cemetery, 10:30 a.m. at the Gold Star Memorial, and 11 a.m. at the War Memorial at Tydings Memorial Park. The American Legion is hosting a Father’s Day lunch on June 18 at 1 p.m. featuring the Island Jack Band Trio – wear your best Hawaiian shirt – it benefits the Foundation. The Havre de Grace Living War Memorial will have an exhibit at the American Legion on June 3 as part of the Museum Association Adventure Passport program. The Matilda Kayak Run is June 24.

Council Member Boker: CM Boker commented he is honored and privileged to serve the citizens of Havre de Grace. He gave special thanks to Wanda Boker and her mother Carol Simmons. He congratulated CP Ringsaker for his continuation as Council President. He congratulated Lt. Humphrey on his retirement. The Susquehanna Hose Company, EMS first responders, and Police were thanked for keeping us safe.

Council Member Jones: CM Jones congratulated CM Boker and CM Robertson for their election win and thanked everyone for making her feel welcome. She thanked voters and her supporters. She echoed that every vote matters – she hopes to see more people vote city and county-wide. She looks forward to getting to know everyone better. She acknowledged that she is blessed to be here as one of three African-Americans to sit on the dais and the significance is not lost on her – it is important and also historic – she stands on the shoulders of Wardell Stansbury and Barbara Ferguson. She’ll share what is important to her when she is on the dais.

Business from Council President

CP Ringsaker welcomed CM Jones and CM Boker and welcomed back CM Robertson. Go to harfordlandtrust.org for information on the Matilda Kayak Run. This past week was Nurses’ Week – his wife is a nurse. Havre de Grace Warrior Proud moment – the High School Girl’s Softball Team made it to the playoffs, but lost to Perryville; it is a young team, so most the girls are still on the team, which means they have another chance next year. He congratulated his son Matthew who was in attendance working toward his Citizenship in the Community merit badge because he wants to be like Havre de Grace’s two newest Eagle Scouts this past week - Ben Duff and Paul Davis from Troop 965 – he is immensely proud and congratulated them. It’s been a pleasure to serve and help the youth of our community. He is extremely humbled to be the Council President.

Adjournment

CM Boker made a motion to adjourn at 10:35 p.m. Second by CM Schneegas. Motion carried 6-0.

Video recording of the City Council Meeting may be viewed through the City of Havre de Grace YouTube channel.

Submitted by: Tamara Brinkman

PUBLIC VERSION – SUMMARY OF CLOSED SESSION

(attach to public meeting minutes)

MINUTES OF HAVRE DE GRACE CITY COUNCIL MEETING

Monday, May 15, 2023

City Hall
711 Pennington Avenue
Havre de Grace, MD 21078

Time of Closed Session: 8:57 PM

Place: City Hall, Mayor's office.

Purpose: To elect Council President.

Persons Attending: CM Boker; CM Boyer; CM Jones; CM Ringsaker; CM Robertson; CM Schneegas. Absent: None.

Vote to go into Close Session: CM Ringsaker, 2nd by CM Schneegas, with all CM voting in favor 6-0.

Authority under Section 3-305 for the closed session: General Provision Article 3-305(b)(1) to discuss selection and appointment of Council President.

Topics actually discussed: The council members discussed the appointment of the Council President. CM Schneegas nominated CM Ringsaker. Nomination was seconded by CM Boker. No other nominations were brought to the floor. CM Ringsaker accepted the nomination, there being no objections to his appointment.

CM Robertson made a motion to adjourn the closed session, 2nd by CM Schneegas. Motion carried 6-0.

Time of Adjournment of Closed Session: 9:43 PM

NOTE – THERE ARE NO SEPARATE CONFIDENTIAL MINUTES OF THIS MEETING AS THE CONTENTS OF THE PUBLIC MEETING MINUTES DO NOT DIFFER FROM WHAT WOULD BE PRESENTED IN SUCH CONFIDENTIAL MINUTES DUE TO THE TOPICS ACTUALLY DISCUSSED AND OUTCOME OF THE MEETING.

PRESIDING OFFICER'S ORAL STATEMENT

FOR CLOSING A MEETING

UNDER THE OPEN MEETINGS ACT (General Provision Article 3-305)

Motion to go into a closed session upon adjournment of the open session on **Monday, May 15, 2023** to consider the following matter:

1. Election of City Council President pursuant to City Charter Section 24.

This meeting will be closed under General Provisions Article Section 3-305(b)(1):

(b)(1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

The reason for closing the meeting is:

The discussions surrounding the selection and appointment of the Council President and the appointment competencies of personnel are sensitive and potentially embarrassing to those being considered for appointment and are entitled to confidentiality.

THE CITY COUNCIL WILL RECONVENE OPEN SESSION AFTER THE CLOSED SESSION AND VOTES WILL BE RECORDED IN PUBLIC.

**PRESIDING OFFICER'S WRITTEN STATEMENT FOR CLOSING A MEETING ("CLOSING STATEMENT")
UNDER THE OPEN MEETINGS ACT (General Provisions Article § 3-305)**

This form has two sides. Complete items 1 – 4:

1. **Recorded vote to close the meeting:** Date: 5/15/2023 ; Time of Vote to Close: B.46 PM;
Location: City Hall Council Chambers, 711 Pennington Avenue, Havre de Grace, Maryland 21078;
Motion to close meeting made by: CP Ringsaker ; Seconded by: CM Schneegas ;
Members in favor: Johnny Boker (Y/N), Casi Boyer (Y/N), Vicki Jones (Y/N), Jim Ringsaker (Y/N),
Jason Robertson (Y/N), Tammy Lynn Schneegas (Y/N)
Abstaining: None ;
Absent: None .

2. **Statutory authority to close session (check all provisions that apply):**

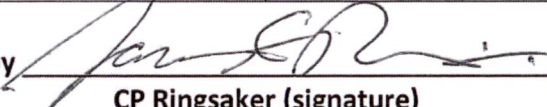
This meeting will be closed under General Provisions Art. § 3-305(b) only:

- (1) "To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals";
- (2) "To protect the privacy or reputation of individuals concerning a matter not related to public business";
- (3) "To consider the acquisition of real property for a public purpose and matters directly related thereto";
- (4) "To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State";
- (5) "To consider the investment of public funds";
- (6) "To consider the marketing of public securities";
- (7) "To consult with counsel to obtain legal advice";
- (8) "To consult with staff, consultants, or other individuals about pending or potential litigation";
- (9) "To conduct collective bargaining negotiations or consider matters that relate to the negotiations";
- (10) "To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans";
- (11) "To prepare, administer, or grade a scholastic, licensing, or qualifying examination";
- (12) "To conduct or discuss an investigative proceeding on actual or possible criminal conduct";
- (13) "To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter";
- (14) "Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process."

Continued →

3. For each provision checked above, disclosure of the topic to be discussed and the public body's reason for discussing that topic in closed session.

Citation (insert # from above)	Topic	Reason for closed-session
§3-305(b) (1)	Election of Council President	The discussions surrounding the selection and appointment of the Council President and the appointment competencies of personnel are sensitive and potentially embarrassing to those being considered for appointment and are entitled to confidentiality.

4. This statement is made by , Presiding Officer.
CP Ringsaker (signature)

WORKSHEET FOR OPTIONAL USE IN CLOSED SESSION: INFORMATION THAT MUST BE DISCLOSED IN THE MINUTES OF THE NEXT OPEN MEETING

Start Time of closed session: 8:57 PM

Place: Havre de Grace City Hall, Council Chambers 711 Pennington Avenue, Havre de Grace, Maryland

Purpose(s): To discuss election of City Council President pursuant to City Charter Section 24

Members who voted to meet in closed session: Johnny Boker (Y/N), Casi Boyer (Y/N), Vicki Jones (Y/N), Jim Ringsaker (Y/N), Jason Robertson (Y/N), Tammy Lynn Schneegas (Y/N)

Abstaining: None;

Absent: None.

Persons attending closed session: Boker, Boyer, Jones, Ringsaker, Robertson, Schneegas
 (cross out those not in attendance)

OTHERS: None

Authority under § 3-305 for the closed session: (b)(1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals

Topics actually discussed: Election of CP

Actions taken (if any): CP Ringsaker nominated by CM Schneegas and by CM Boker. No other nominations. CP Ringsaker Accepted.

Each recorded vote: Johnny Boker (Y/N), Casi Boyer (Y/N), Vicki Jones (Y/N), Jim Ringsaker (Y/N), Jason Robertson (Y/N), Tammy Lynn Schneegas (Y/N).... No vote needed

Motion to adjourn made by: CM Robertson; Second by: CM Schneegas; Time: 9:43

Members who voted to adjourn: Johnny Boker (Y/N), Casi Boyer (Y/N), Vicki Jones (Y/N), Jim Ringsaker (Y/N), Jason Robertson (Y/N), Tammy Lynn Schneegas (Y/N)

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Resolution concerning Approving a License Agreement at
569 Lewis Street**

Date: **6/1/2023**

Notice: Any comments made after 5:00 p.m. on the Thursday before the Council Meeting will not be seen in the agenda packet.

Purpose:

<input type="checkbox"/>	FYI
<input checked="" type="checkbox"/>	Read and Comment as Needed
<input checked="" type="checkbox"/>	Action Required by June 5, 2023
<input type="checkbox"/>	In Confidential File Drawer

Approve:

Johnny Boker Yes No No Comment

Comment: _____

Casi Boyer Yes No No Comment

Comment: _____

Vicki Jones Yes No No Comment

Comment: _____

Jim Ringsaker Yes No No Comment

Comment: _____

Jason Robertson Yes No No Comment

Comment: _____

Tammy Lynn Schneegas Yes No No Comment

Comment: _____

Note: N/A

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2023-__

Introduced by _____ Council Member Schneegas

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTION 33
AND 34 OF THE CITY CHARTER AND THE LOCAL
GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF
MARYLAND FOR APPROVAL OF A LICENSE AGREEMENT FOR
569 LEWIS STREET FOR PERMISSION TO ENCROACH ONTO
THE CITY RIGHT-OF-WAY**

WHEREAS, the LICENSEE is the owner of the property located at 569 Lewis Street in Havre de Grace, Maryland; and

WHEREAS, the LICENSEE has completed a permit application for home improvements and during the permitting process the City became aware that the front porch and the western edge of the house structure at 569 Lewis Street encroaches on the City right-of-way; and

WHEREAS, by Resolution 2022-20, the City Council previously approved a license agreement to the prior property owner granting permission for the existing porch encroachment; and

WHEREAS, the encroachment of the front porch and house structure pre-dated the City’s adoption of the zoning code, are in accordance with the description in the permit application, and to date, have not adversely impacted the City’s rights-of-way; and

WHEREAS, granting a license for such encroachment of this kind is consistent with other similar properties in the City, will not adversely impact the right-of-way and granting of the license is consistent with the health, safety, and welfare of the public and will serve the City’s general purposes; and

WHEREAS, the LICENSEE has also requested permission for encroachment of a recently constructed concrete pad that encroaches on the adjoining City rights-of-way, and was installed without prior City approval; and

WHEREAS, the Department of Planning has recommended not approving a license agreement for such purpose; and

WHEREAS, the LICENSE was listed on the agenda at a City Council meeting and the City Council has approved the general terms of the LICENSE in accordance with Resolution No. 2020-21; and

EXHIBIT A

1



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078

410-939-1800

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5

LICENSE AGREEMENT

6

This AGREEMENT ("LICENSE") is made this __ day of _____, 2023, between the

7

Mayor and City Council of Havre de Grace, Maryland ("City"), and Andrew Hartsy and Rachel

8

McCloskey ("LICENSEE").

9

WHEREAS, the LICENSEE is the owner of the property located at 569 Lewis Street in

10

Havre de Grace, Maryland; and,

11

WHEREAS, the LICENSEE has completed a permit application and has obtained approval

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from the City to allow the front porch and house structure to encroach on City rights-of-way

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adjoining Lewis Street and South Stoke Streets.

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WHEREAS, the porch and house structure pre-dated the City's adoption of the zoning

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code, are in accordance with the description in the permit application, and to date, have not

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adversely impacted the City's rights-of-way; and

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WHEREAS, allowing front porch access will promote the health, safety, and welfare of

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the public and serve the City's general purposes; and

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WHEREAS, the LICENSE was listed on the agenda at a City Council meeting and the City

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Council has approved the general terms of the LICENSE in accordance with Resolution No. 2020-

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21; and

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WHEREAS, the Council has authorized the Mayor to execute such LICENSE, which

23

LICENSE will not become binding until it is signed by the Mayor and attested by the Director of

24

Administration.

25 NOW THEREFORE, in consideration of the promises contained herein, the parties agree
26 as follows:

27 **1. Property.**

28 The City grants to the LICENSEE a LICENSE to encroach into the City’s rights-of-way at
29 569 Lewis Street at the corner of South Stokes Street.

30 **2. Terms of Use.**

31 LICENSEE agrees:

- 32 a. Application for a LICENSE of City property shall be accompanied by a \$50.00
33 administrative fee.
- 34 b. The LICENSEE is required to pay all costs associated with the LICENSE for
35 the City right-of-way property, including but not limited to maintenance, repair,
36 utilities, taxes, and insurance.
- 37 c. The front porch and house structure shall be kept in good condition at all times
38 and maintained as necessary.
- 39 d. The City reserves the right to require the property owner to remove the licensed
40 items at any time at the owner’s sole expense.
- 41 e. Any future proposed installation in the City Right-of-Way will require the City
42 Council to review and approve an amended License Agreement prior to
43 receiving any permits or starting construction.
44

45 **3. Indemnity.**

46 The LICENSEE shall indemnify and save harmless the City and its employees and agents
47 from all claims and demands, suits, actions, loss, damages, recoveries, judgments, costs and
48 expenses in any manner arising out of or in connection with any injury, death, loss, or damage
49 related to the LICENSEE’s use of the right-of-way, the LICENSEE’s conduct, or the LICENSEE’s
50 breach of the LICENSE.

51 **4. Restoration.**

52 The LICENSEE shall be responsible for all costs or expenses to restore the City right-of-
53 way after termination of the permitted use. The City may undertake the restoration and all costs

54 and expenses shall be assessed against the LICENSEE and the property owner, and such costs will
55 become a lien on the property until fully paid.

56 **5. Maintenance.**

57 The LICENSEE shall maintain any facility or object in, above, or in the City right-of-way
58 and related to the use in a manner that is attractive, clean, safe, workmanlike, and in good repair.
59 The LICENSEE shall insure that the facility or object in, above, or in the City right-of-way related
60 to the use is in compliance with all applicable federal, State, County and City laws, rules,
61 ordinances, or regulation which are hereby incorporated into this Agreement.

62 **6. Term**

63 This Agreement shall remain in force for a period of not more than five (5) years, and shall
64 expire December 31, 2026, unless the City terminates or modifies this Agreement. In its sole
65 discretion, the City Council may renew or extend this Agreement upon the request of the
66 LICENSEE.

67 **7. Permitted Use.**

68 The temporary permitted use allowed by this Agreement is limited to the following: *use of*
69 *a portion of 569 Lewis Street City right-of-way for the front porch and the City's Stokes Street*
70 *right of way for the pre-existing encroachment by house structure.* Any disagreement between the
71 parties about the type of use, the location of the use, or any special conditions required, shall be
72 resolved by the City in its sole discretion.

73 **8. Entire Agreement.**

74 The Parties agree that this document contains the entire Agreement.

75 **9. No Waiver**

76 The LICENSEE agrees that the City's failure to enforce any of the terms herein shall not
77 constitute a waiver.

78

79 **10. Venue/Choice of Law**

80 This is a Maryland contract and the parties hereto agree that the laws of Maryland shall
81 apply to any disputes arising under the LICENSE. Harford County is the sole venue for any
82 dispute.

83 **11. No Assignment**

84 This LICENSE may not be assigned by the LICENSEE without the express written consent
85 of the City Council in its sole discretion, which continuation may be permitted if the proposed
86 assignee continues the current use of the property for the remainder of the LICENSE term. Any
87 renewal of this LICENSE must be in accordance with Resolution 2020-21 or any superseding
88 resolution or ordinance.

89 **12. Specific Enforcement/Breach of Contract/Attorneys' Fees**

90 In any legal action to enforce the terms of this LICENSE, for declaratory action, or to
91 recover damages for breach of the terms of this LICENSE filed by any party, the City shall be
92 entitled to recover reasonable attorneys' fees and costs from the LICENSEE or its successor or
93 assigns for its successful prosecution or defense of such claims.

94 WITNESS our hands and seals.

95

96 WITNESS/ATTEST:

LICENSEE:

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Signature

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE, MARYLAND

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

113 APPROVED AS TO LEGAL SUFFICIENCY:

114

115

116 _____
April C. Ishak, City Attorney

117

ATTACHMENT B



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078
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410-939-1800

DEPARTMENT OF PLANNING
MEMORANDUM

May 31, 2023

To: Stephen J. Gamatoria, Director of Administration
From: Tim Bourcier, Director of Planning
Re: **569 Lewis Street – License and Lease Agreement**
Request for a License and Lease Agreement in the City Right-of-Way

The Department of Planning has examined the property at 569 Lewis Street and offers the following recommendations for a License Agreement and a Lease Agreement.

License Agreement

There are four areas that need to be examined as part of the licensing agreement:

- 1. Previously approved licensing agreement for the front porch**
 - a. The Department of Planning is recommending APPROVAL of the existing license agreement for the existing front porch to transfer to the new owners. This was previously approved by the Mayor and Council on June 16, 2022 for the previous property owners. (see attached as Attachment A)
- 2. Existing structure (House) on western border of property line in the City ROW**
 - a. The Department of Planning is recommending APPROVAL of the existing structure (house) for a licensing agreement to encroach into the City Right-of-Way along South Stokes Street. According to State records, the existing structure was built in the existing location in 1958. The existing structure was remodeled, but not expanded into the City Right-of-Way. A site plan and survey have been provided as Attachment B.
- 3. Concrete pad on western border of property line in the City ROW (constructed without Department of Planning approval)**
 - a. A concrete pad was built to the edge of the rear western side of the existing structure, encroaching into the City Right-of-Way. The Department of Planning is recommending DENIAL of this licensing agreement request. The concrete pad was not shown on any site plans provided to the Department of Planning and was not approved nor known about until it was brought to our attention after construction occurred. The concrete pad serves no public purpose and does not promote the health, safety, and welfare of the citizens. There is no reason the concrete pad could not have been constructed within the Applicant’s property line.

Lease Agreement

1. The Planning Department recommends APPROVAL for a lease agreement for the existing utilities located on the west side of the property adjacent to the house within the City Right-of-Way along South Stokes Street. Per the enclosed site plan, the Department of Planning was not made aware and did not approve of allowing the previous owner to place landscaping or the central air unit in the City right-of-Way. However, removal and relocation of the utilities could be costly. The City should consider allowing the property owner to lease the area in the City Right-of-Way.

Should the Mayor and City Council approve the requested License Agreement and Lease Agreement, the following conditions are recommended:

- a. Application for a LICENSE/LEASE of City property shall be accompanied by a \$50.00 administrative fee for each application.
- b. The LICENSEE/LEASEE is required to pay all costs associated with the LICENSES and LEASES for the City Right-Of-Way property, including but not limited to maintenance, repair, utilities, taxes, and insurance.
- c. The front porch, exterior facade of the house, and rear concrete pad shall be kept in good condition at all times and maintained as necessary.
- d. The City reserves the right to require the property owner to remove the licensed and/or leased items at any time at the owner's sole expense.
- e. Any future Lease Agreements for encroachments within the City Right-of-Way may incur an annual fee. Also, utility items may need to be relocated outside City Right-Of-Way when replaced.
- f. Any future proposed installation in the City Right-of-Way will require the City Council to review and approve an amended License and/or Lease Agreement prior to receiving any permits or starting construction.

A copy of the License Agreement Memorandum for 569 Lewis Street approved on 06.17.22, a copy of the survey indicating the existing location and dimensions of the property features (house, rear pad, front porch, utilities), a copy of the licensing agreement memorandum request for 308 South Stokes, 2023 aerial photographs, site plan submitted and approved by the Department of Planning and site photos of the subject property are included with this memo.

cc: Tamara Brinkman, Administrative Assistant
Eric V. Lawrence, Associate Planner
Marisa Willis, CFM, Planner
Colleen Critzer, Permits Clerk

ATTACHMENT A



City of Havre de Grace

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DEPARTMENT OF PLANNING MEMORANDUM

June 16, 2022

To: Tamara Brinkman, Executive Assistant

From: Tim Bourcier, Director of Planning

Re: **569 Lewis Street - License Agreement request**
Removal and replacement of porch in Right-of-Way

The Department of Planning has received a permit application for the removal and replacement of a porch at the above referenced address within the City's Right-of-Way. Should the City Council approve the requested License Agreement, the following conditions are recommended:

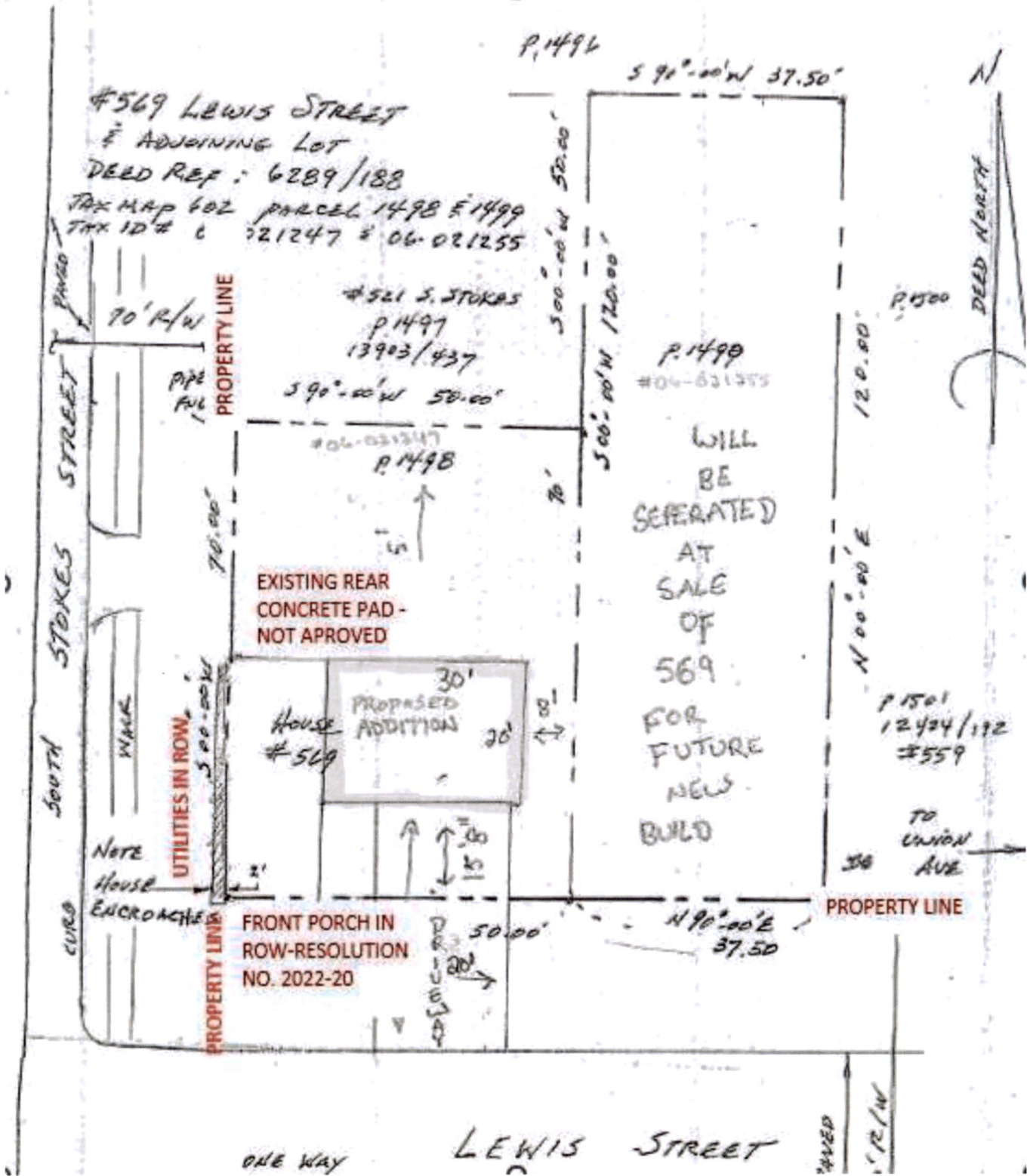
- a. Application for a LICENSE of City property shall be accompanied by a \$50.00 administrative fee.
- b. The LICENSEE is required to pay all costs associated with the LICENSE and the property, including but not limited to maintenance, repair, utilities, taxes, and insurance.
- c. The porch shall be maintained in good condition at all times and maintained as necessary.
- d. The City reserves the right to require the owner to remove the licensed items at any time at the owner's sole expense.
- e. Prior to construction of the items applied for in this permit, the applicant shall contact Ms. Utility to ensure that no utilities will be impacted. The report shall be forwarded to Ms. Marisa Willis. This is not required if the construction will not occur below ground and if the new porch is within the footprint of the old porch.
- f. Any future proposed installation in the City Right-of-Way will require the City Council to review and approve an amended License Agreement.

A copy of the Applicant's permit application, site plan and pictures are attached to this memo.

cc: Stephen Gamatoria, Director of Administration
Marisa Willis, CFM, Planning Technician
Colleen Critzer, Permits Clerk

Resolution No. 2022-20
T. Bourcier – 6/21/22

ATTACHMENT B



- Site plan submitted 04.27.23 to The Department of Planning for 569 Lewis Street Permit No. 2023-0329

ATTACHMENT C



City of Havre de Grace

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DEPARTMENT OF PLANNING MEMORANDUM

October 20, 2022

To: Steve Gamatoria, Director of Administration

From: Tim Bourcier, Director of Planning

Re: **308 South Stokes Street - License Agreement**
Request for a license to place a fence in the City's Right-of-Way

The Department of Planning has received a permit application to construct 133 linear feet of fence within the City's Right-of-Way. The Department of Planning is recommending Council DENY the Applicant's request for the following reasons:

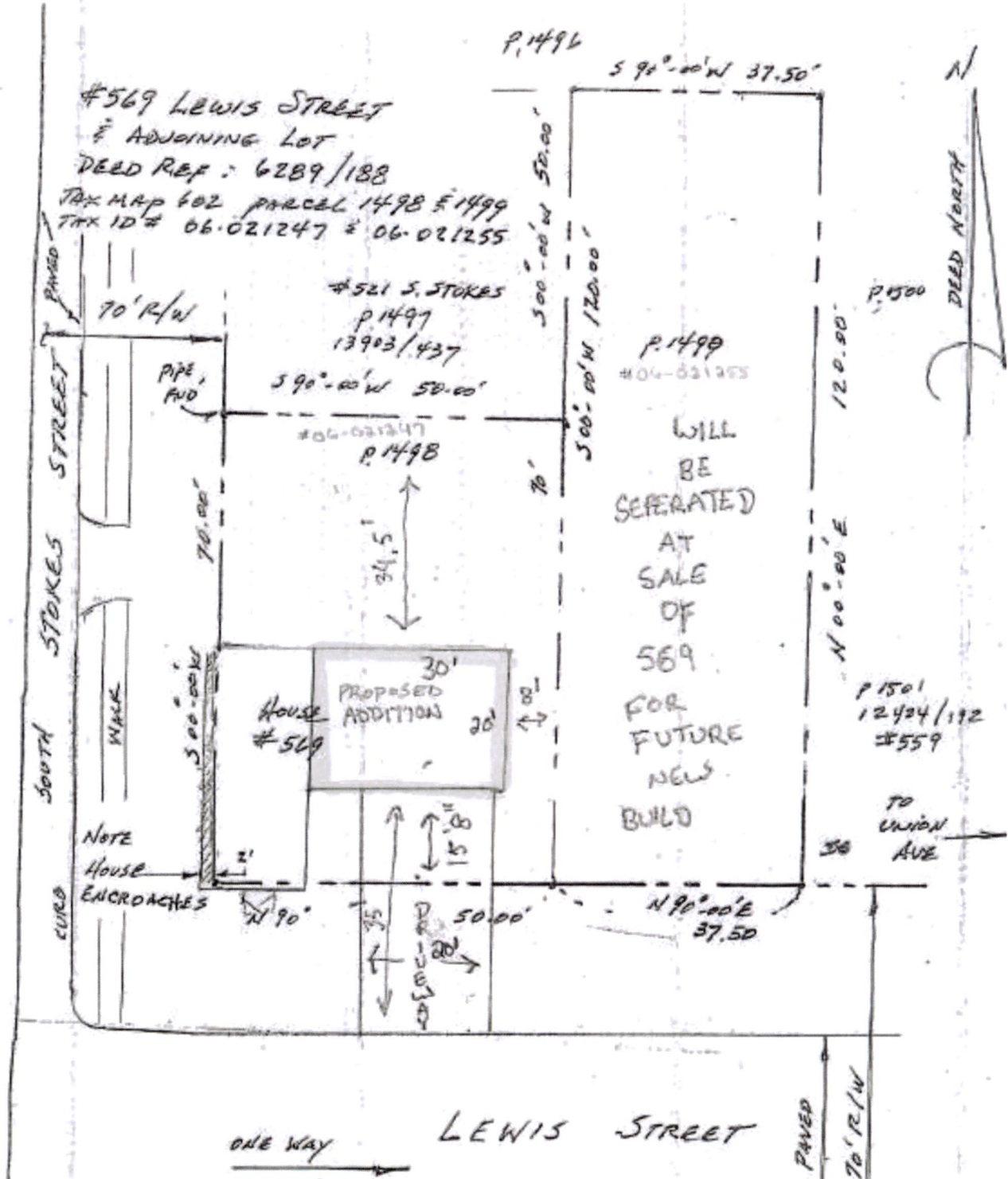
- 1) The Applicant is able to fence in their yard within their own property line. There is no pre-existing structure on the right-of-way. The proposed license agreement would essentially provide the Applicant with City property to increase their rear and side yard at no cost.
- 2) The proposed fence location directly abutting the sidewalk is not a pedestrian-friendly location and does not promote the health, safety and welfare of the citizens nor does it serve a public purpose.

A copy of the survey indicating the fence location and an aerial photograph are attached for your review.

cc: Marisa Willis, CFM, Planning Technician
Colleen Critzer, Permits Clerk
Tamara Brinkman, Administrative Assistant



- 2023 Aerial Photographs via Harford County Web GIS
- 569 Lewis Street-Building (Corner Lot - Intersection of South Stokes and Lewis Street)



- Site Plan Submitted 06.16.22 and Approved by the Department of Planning - 06.17.2022 (2022-0377)



SITE PHOTOS 05.15.23

- 569 Lewis Street (2023-0329)
- Existing front porch in City ROW (Along Lewis Street) License Agreement favorable (Photo Taken 05.15.23)
- Utilities in City ROW (Along South Stokes Street) Lease Agreement favorable (Photo Taken 05.31.23)



SITE PHOTOS 05.15.23

- 569 Lewis Street (2023-0329)
- Existing front porch in City ROW (Along Lewis Street) License Agreement favorable (Photo Taken 05.15.23)
- Rear concrete pad in ROW (Along South Stokes Street) License Agreement unfavorable (Photo Taken 05.31.23)



SITE PHOTOS 05.15.23

- 569 Lewis Street (2023-0329)
- Rear concrete pad in ROW (Along South Stokes Street) License Agreement unfavorable (Photo Taken 05.31.23)



SITE PHOTOS 05.15.23

- 569 Lewis Street (2023-0329)
- Rear concrete pad in ROW (Along South Stokes Street) License Agreement unfavorable (Photo Taken 05.31.23)
- Utilities located in City ROW (Along South Stokes Street) Lease Agreement favorable (Photo Taken 05.31.23)

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Resolution to Approve Lease Agreement for HVAC Unit at
569 Lewis Street**

Date: **6/2/2023**

Notice: Any comments made after 5:00 p.m. on the Thursday before the Council Meeting will not be seen in the agenda packet.

Purpose:

FYI

Read and Comment as Needed

Action Required by June 5, 2023

In Confidential File Drawer

Approve:

Johnny Boker Yes No No Comment

Comment: _____

Casi Boyer Yes No No Comment

Comment: _____

Vicki Jones Yes No No Comment

Comment: _____

Jim Ringsaker Yes No No Comment

Comment: _____

Jason Robertson Yes No No Comment

Comment: _____

Tammy Lynn Schneegas Yes No No Comment

Comment: _____

Note: N/A

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND
RESOLUTION NO. 2023-_____

Introduced by _____ Council Member Schneegas

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTION 33 AND 34 OF THE CITY CHARTER AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND FOR APPROVAL OF A LEASE AGREEMENT FOR AN EXISTING HVAC UNIT AND RELATED UTILITIES IN THE CITY RIGHT OF WAY AT THE CORNER OF 569 LEWIS STREET AND STOKES STREET TO AUTHORIZE THE MAYOR TO EXECUTE SUCH LEASE

WHEREAS, Andrew Hartsy and Rachel McCloskey are the owners of the property known as 569 Lewis Street in Havre de Grace, Maryland and seek permission to encroach on a portion of the City right-of-way for a previously installed HVAC unit and related utilities; and

WHEREAS, allowing the encroachment for the proposed use will not materially interfere with the City’s current use of the right-of-way for the lease term specified, is consistent with other uses within the City rights-of-way in the downtown area, and will promote the health, safety, and welfare of the public; and

WHEREAS, the Lease was listed on the agenda for this City Council meeting in accordance with Resolution No. 2020-21; and

WHEREAS, the Lease attached as Exhibit A conforms with the requirements of Resolution No. 2020-21, and the Department of Planning Memorandum dated May 31, 2023 attached as Exhibit A-1 recommending approval of the Lease only for the current HVAC unit already in place, with any replacement unit to be located on the Property and not the in City right-of-way.

NOW THEREFORE, it is determined, decided, and resolved by the City Council that the Lease is hereby approved and the Mayor is authorized to execute such Lease, which Lease will not become binding until it is signed by the Mayor and attested by the Director of Administration.

ADOPTED by the City Council of Havre de Grace, Maryland this __ day of June, 2023.

SIGNED by the Mayor and attested by the Director of Administration this ____ day of June, 2023.

46 ATTEST:
47
48

THE MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE, MARYLAND

49 _____
50 Stephen J. Gamatoria
51 Director of Administration

William T. Martin
Mayor

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53
54 Introduced: 6/5/2023

55 Passed/Adopted:

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57 Effective Date:

Exhibit A

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City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078
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410-939-1800

LEASE AGREEMENT

This AGREEMENT (“Lease”) is made this ____ day of _____, 2023, between the Mayor and City Council of Havre de Grace, Maryland (“City”), and Andrew Hartsky and Rachel McCloskey (“Lessee”).

WHEREAS, the Lessee is the owner of the residential property located at 569 Lewis Street in Havre de Grace, Maryland (“Property”) which is used as a primary residence.

WHEREAS, the Lessee seeks permission to encroach on City right-of-way for a pre-existing HVAC unit and related utilities which was constructed and placed on the property without City permission by the prior property owners.

WHEREAS, removal and relocation of the HVAC unit will cause significant cost to the Lessee and is not practical at this time.

WHEREAS, the current location of the HVAC unit and related utilities does not currently adversely impact the City’s right-of-way along S. Stokes Street adjacent to the 569 Lewis Street Property; and

WHEREAS, the Lease was listed on the agenda at a City Council meeting and the City Council has approved the general terms of the Lease in accordance with Charter Section 76 and Resolution No. 2020-21; and

WHEREAS, the Council has authorized the Mayor to execute such Lease, which Lease will not become binding until after the Mayor’s signature as attested by the Director of Administration.

25 NOW THEREFORE, in consideration of the promises contained herein, the parties agree
26 as follows:

27 **1. Property.**

28 The City grants to the Owner and Lessee a Lease to encroach into the City’s right-of-way
29 for the currently installed HVAC system and related utilities along the S. Stokes Street side of the
30 569 Lewis Street Property, Havre de Grace, Maryland.

31 **2. Terms of Use.**

32 Lessee agrees:

- 33 a. Application for a LEASE of City property shall be accompanied by a \$50.00
34 administrative fee.
- 35
36 b. The rent fee shall be \$1.00 per square foot per year or a \$300.00 flat fee per year,
37 whichever is greater pursuant to Resolution 2020-21 AND IS PAYABLE
38 ANNUALLY with the City Property Tax Bill. No other right of way is covered
39 under this Lease other than what is depicted on Exhibit A-1.
- 40
41 c. The Lessee is required to pay all costs associated with the Lease and the property,
42 including but not limited to maintenance, repair, utilities, taxes, and insurance.
- 43
44 d. The structures within the right-of-way shall be maintained in good condition at all
45 times by the Lessee or their appointed agents.
- 46
47 e. The City reserves the right to require the Lessee to remove the structures from the
48 City’s right of way at any time at the Lessee’s sole expense.
- 49
50 f. Prior to construction of any Site Improvements or Structural Improvements in the
51 City’s right of way, the Lessee shall contact Ms. Utility to ensure that no utilities
52 will be impacted. The report shall be forwarded to Ms. Marisa Willis.
- 53
54 g. If the subject property is located within the Chesapeake Bay Critical Area.
55 Mitigation must be provided for the new impervious surface in the form of 1 tree
56 per 100 square feet of impervious surface, or 3 shrubs per 100 square feet. The
57 applicant shall provide the Department of Planning with a basic planting plan
58 indicating the number and species to be planted. All plants shall be native species.
- 59
60 h. Any additional items not included in the rendered drawings submitted with the
61 application for approval (attached as Exhibit A-1 hereto) and require additional
62 review and approval by the Department of Planning, the Department of Public
63 Works and the Director of Administration and may require additional City Council
64 approval.
- 65

- i. The City's right of way and any structures placed in the City's right-of-way must be properly secured and may not create a public or private nuisance.
- j. The Lessee shall maintain the right-of-way occupied under this Lease at its own cost. Failure to maintain the City's right-of-way or allow the City to come upon the right-of-way for maintenance or repairs not performed by the Lessee shall be deemed a material breach of this Lease.
- k. This Lease only applies to the existing Site Improvements or Structural Improvements currently located in the City right of way along S. Stokes Street. If the Lessee ever replaces the HVAC unit and related utilities it must be placed in a location that is not in the City right of way.

3. Indemnity.

The Owner and/or Lessee shall indemnify and save harmless the City and its employees and agents from all claims and demands, suits, actions, loss, damages, recoveries, judgments, costs and expenses in any manner arising out of or in connection with any injury, death, loss, or damage related to the Owner/Lessee's use of the right-of-way, the Owner/Lessee's conduct, or the Owner/Lessee's breach of the Lease.

4. Restoration.

The Owner and/or Lessee shall be responsible for all costs or expenses to restore the City right-of-way after termination of the permitted use under this Lease. The City may undertake the restoration and all costs and expenses shall be assessed against the Lessee and the Owner, and such costs will become a lien on the property until fully paid.

5. Maintenance.

The Owner and/or Lessee shall maintain any facility or object in, above, or in the City right-of-way and related to the use in a manner that is attractive, clean, safe, workmanlike, and in good repair. The Owner and/or Lessee shall insure that the facility or object in, above, or in the City right-of-way related to the use is in compliance with all applicable federal, State, County and City laws, rules, ordinances, or regulation which are hereby incorporated into this Agreement.

97 **6. Term**

98 This Agreement shall remain in force for a period of ten (10) years, from the above date
99 unless the City terminates or modifies this Agreement. In its sole discretion, the City Council may
100 renew or extend this Agreement upon the request of the Owner and/or Lessee. This Lease does not
101 run with the land and does not inure to the benefit of any subsequent owners, successors or assigns
102 of Owner and/or Lessee.

103 **7. Permitted Use.**

104 The temporary permitted use allowed by this Agreement is limited to the following:
105 *currently installed HVAC system and related utilities along the S. Stokes Street side of the 569*
106 *Lewis Street Property and it is not transferrable to any personal, commercial, or business use or*
107 *for use by subsequent owners, successors, or assigns. Any disagreement between the parties about*
108 *the type of use, the location of the use, or any special conditions required, shall be resolved by the*
109 *City in its sole discretion.*

110 **8. Entire Agreement.**

111 The Parties agree that this document contains the entire Agreement.

112 **9. No Waiver**

113 The Owner and/or Lessee agrees that the City's failure to enforce any of the terms herein
114 shall not constitute a waiver.

115 **10. Venue/Choice of Law**

116 This is a Maryland contract and the parties hereto agree that the laws of Maryland shall
117 apply to any disputes arising under the Lease. Harford County is the sole venue for any dispute.

118 **11. No Assignment**

119 This Lease may not be assigned by the Owner and/or Lessee without the express prior
120 written consent of the City Council in its sole discretion, which continuation may be permitted if
121 the proposed assignee continues the current use of the property for the remainder of the Lease

122 term. Failure to obtain prior approval by the City Council will be deemed a material breach of this
123 Lease and the Lease shall be automatically terminated, subject to all remedies provided in law, in
124 equity, or under the terms of this Lease.

125 **12. Specific Enforcement/Breach of Contract/Attorneys' Fees**

126 In any legal action to enforce the terms of this Lease, for declaratory action, or to recover
127 damages for breach of the terms of this Lease filed by any party, the City shall be entitled to recover
128 reasonable attorneys' fees and costs from the Lessee or its successors or assigns for its successful
129 prosecution or defense of such claims.

130 WITNESS our hands and seals.

131 [SIGNATURES TO FOLLOW ON THE NEXT PAGE]
132

133

134 WITNESS/ATTEST: OWNER

135

136

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140 STATE OF MARYLAND, COUNTY OF HARFORD, to wit:

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I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Andrew Hartsky, **Owner/Lessee**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be his act and deed and in my presence signed and sealed the same.

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IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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STATE OF MARYLAND, COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Rachel McCloskey, **Owner/Lessee**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be her act and deed and in my presence signed and sealed the same.

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IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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179

[SIGNATURES CONTINUE ON THE NEXT PAGE]

Andrew Hartsky, Owner/Lessee

(SEAL)
Notary Public
My Commission Expires: _____

Rachel McCloskey, Owner/Lessee

(SEAL)
Notary Public
My Commission Expires: _____

180 WITNESS/ATTEST: MAYOR AND CITY COUNCIL OF
181 HAVRE DE GRACE, MARYLAND
182

183 _____
184 Stephen J. Gamatoria William T. Martin
185 Director of Administration Mayor
186

187 STATE OF MARYLAND, COUNTY OF HARFORD, to wit:
188

189 I HEREBY CERTIFY, that on this ____ day of October, 2022, before me, the subscriber,
190 a Notary Public of the State aforesaid, personally appeared **WILLIAM T. MARTIN, Mayor**,
191 known to me (or satisfactorily proven) to be the person whose name is subscribed to the within
192 instrument, and acknowledged the foregoing Deed to be his act and deed and in my presence signed
193 and sealed the same.

194
195 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
196

197
198 _____ (SEAL)
199 Notary Public
200 My Commission Expires: _____
201
202
203

204 APPROVED AS TO LEGAL SUFFICIENCY:
205

206 _____
207 April C. Ishak, City Attorney
208
209
210

211 **ATTORNEY CERTIFICATION**
212

213 This is to certify that the within instrument has been prepared by or under the supervision
214 of the undersigned Maryland Attorney.
215
216
217

218 _____
219 April C. Ishak, Esquire

220 **AFTER RECORDING, RETURN TO:**
221 **April C. Ishak, Esquire**
222 **AC ISHAK LAW LLC**
223 **224 N. WASHINGTON ST**
224 **HAVRE DE GRACE, MD 21078**
225 **Tel. 443-502-5558**

Exhibit A-1



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078
WWW.HAVREDEGRACEMD.COM

410-939-1800

DEPARTMENT OF PLANNING MEMORANDUM

May 31, 2023

To: Stephen J. Gamatoria, Director of Administration
From: Tim Bourcier, Director of Planning
Re: **569 Lewis Street – License and Lease Agreement**
Request for a License and Lease Agreement in the City Right-of-Way

The Department of Planning has examined the property at 569 Lewis Street and offers the following recommendations for a License Agreement and a Lease Agreement.

License Agreement

There are four areas that need to be examined as part of the licensing agreement:

1. **Previously approved licensing agreement for the front porch**
 - a. The Department of Planning is recommending APPROVAL of the existing license agreement for the existing front porch to transfer to the new owners. This was previously approved by the Mayor and Council on June 16, 2022 for the previous property owners. (see attached as Attachment A)
2. **Existing structure (House) on western border of property line in the City ROW**
 - a. The Department of Planning is recommending APPROVAL of the existing structure (house) for a licensing agreement to encroach into the City Right-of-Way along South Stokes Street. According to State records, the existing structure was built in the existing location in 1958. The existing structure was remodeled, but not expanded into the City Right-of-Way. A site plan and survey have been provided as Attachment B.
3. **Concrete pad on western border of property line in the City ROW (constructed without Department of Planning approval)**
 - a. A concrete pad was built to the edge of the rear western side of the existing structure, encroaching into the City Right-of-Way. The Department of Planning is recommending DENIAL of this licensing agreement request. The concrete pad was not shown on any site plans provided to the Department of Planning and was not approved nor known about until it was brought to our attention after construction occurred. The concrete pad serves no public purpose and does not promote the health, safety, and welfare of the citizens. There is no reason the concrete pad could not have been constructed within the Applicant's property line.

Lease Agreement

1. The Planning Department recommends APPROVAL for a lease agreement for the existing utilities located on the west side of the property adjacent to the house within the City Right-of-Way along South Stokes Street. Per the enclosed site plan, the Department of Planning was not made aware and did not approve of allowing the previous owner to place landscaping or the central air unit in the City right-of-Way. However, removal and relocation of the utilities could be costly. The City should consider allowing the property owner to lease the area in the City Right-of-Way.

Should the Mayor and City Council approve the requested License Agreement and Lease Agreement, the following conditions are recommended:

- a. Application for a LICENSE/LEASE of City property shall be accompanied by a \$50.00 administrative fee for each application.
- b. The LICENSEE/LEASEE is required to pay all costs associated with the LICENSES and LEASES for the City Right-Of-Way property, including but not limited to maintenance, repair, utilities, taxes, and insurance.
- c. The front porch, exterior facade of the house, and rear concrete pad shall be kept in good condition at all times and maintained as necessary.
- d. The City reserves the right to require the property owner to remove the licensed and/or leased items at any time at the owner's sole expense.
- e. Any future Lease Agreements for encroachments within the City Right-of-Way may incur an annual fee. Also, utility items may need to be relocated outside City Right-Of-Way when replaced.
- f. Any future proposed installation in the City Right-of-Way will require the City Council to review and approve an amended License and/or Lease Agreement prior to receiving any permits or starting construction.

A copy of the License Agreement Memorandum for 569 Lewis Street approved on 06.17.22, a copy of the survey indicating the existing location and dimensions of the property features (house, rear pad, front porch, utilities), a copy of the licensing agreement memorandum request for 308 South Stokes, 2023 aerial photographs, site plan submitted and approved by the Department of Planning and site photos of the subject property are included with this memo.

cc: Tamara Brinkman, Administrative Assistant
Eric V. Lawrence, Associate Planner
Marisa Willis, CFM, Planner
Colleen Critzer, Permits Clerk

ATTACHMENT A



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078
WWW.HAVREDEGRACEMD.COM

410- 939-1800

DEPARTMENT OF PLANNING MEMORANDUM

June 16, 2022

To: Tamara Brinkman, Executive Assistant

From: Tim Bourcier, Director of Planning

Re: 569 Lewis Street - License Agreement request
Removal and replacement of porch in Right-of-Way

The Department of Planning has received a permit application for the removal and replacement of a porch at the above referenced address within the City's Right-of-Way. Should the City Council approve the requested License Agreement, the following conditions are recommended:

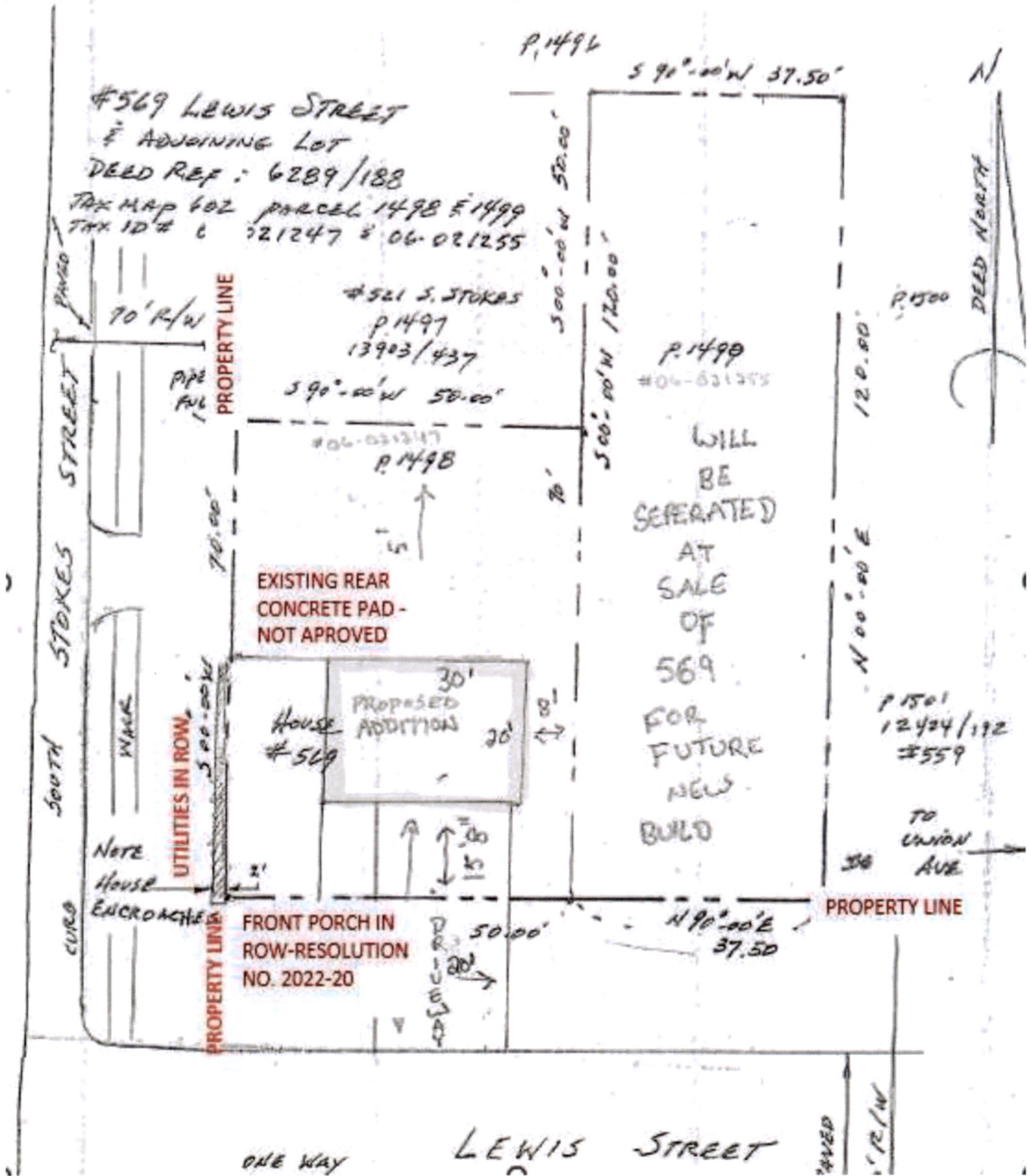
- a. Application for a LICENSE of City property shall be accompanied by a \$50.00 administrative fee.
- b. The LICENSEE is required to pay all costs associated with the LICENSE and the property, including but not limited to maintenance, repair, utilities, taxes, and insurance.
- c. The porch shall be maintained in good condition at all times and maintained as necessary.
- d. The City reserves the right to require the owner to remove the licensed items at any time at the owner's sole expense.
- e. Prior to construction of the items applied for in this permit, the applicant shall contact Ms. Utility to ensure that no utilities will be impacted. The report shall be forwarded to Ms. Marisa Willis. This is not required if the construction will not occur below ground and if the new porch is within the footprint of the old porch.
- f. Any future proposed installation in the City Right-of-Way will require the City Council to review and approve an amended License Agreement.

A copy of the Applicant's permit application, site plan and pictures are attached to this memo.

cc: Stephen Gamatoria, Director of Administration
Marisa Willis, CFM, Planning Technician
Colleen Critzer, Permits Clerk

Resolution No. 2022-20
T. Bourcier – 6/21/22

ATTACHMENT B



- Site plan submitted 04.27.23 to The Department of Planning for 569 Lewis Street Permit No. 2023-0329

ATTACHMENT C



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078
WWW.HAVREDEGRACEMD.COM

410-939-1800

DEPARTMENT OF PLANNING MEMORANDUM

October 20, 2022

To: Steve Gamatoria, Director of Administration

From: Tim Bourcier, Director of Planning

Re: **308 South Stokes Street - License Agreement**
Request for a license to place a fence in the City's Right-of-Way

The Department of Planning has received a permit application to construct 133 linear feet of fence within the City's Right-of-Way. The Department of Planning is recommending Council DENY the Applicant's request for the following reasons:

- 1) The Applicant is able to fence in their yard within their own property line. There is no pre-existing structure on the right-of-way. The proposed license agreement would essentially provide the Applicant with City property to increase their rear and side yard at no cost.
- 2) The proposed fence location directly abutting the sidewalk is not a pedestrian-friendly location and does not promote the health, safety and welfare of the citizens nor does it serve a public purpose.

A copy of the survey indicating the fence location and an aerial photograph are attached for your review.

cc: Marisa Willis, CFM, Planning Technician
Colleen Critzer, Permits Clerk
Tamara Brinkman, Administrative Assistant

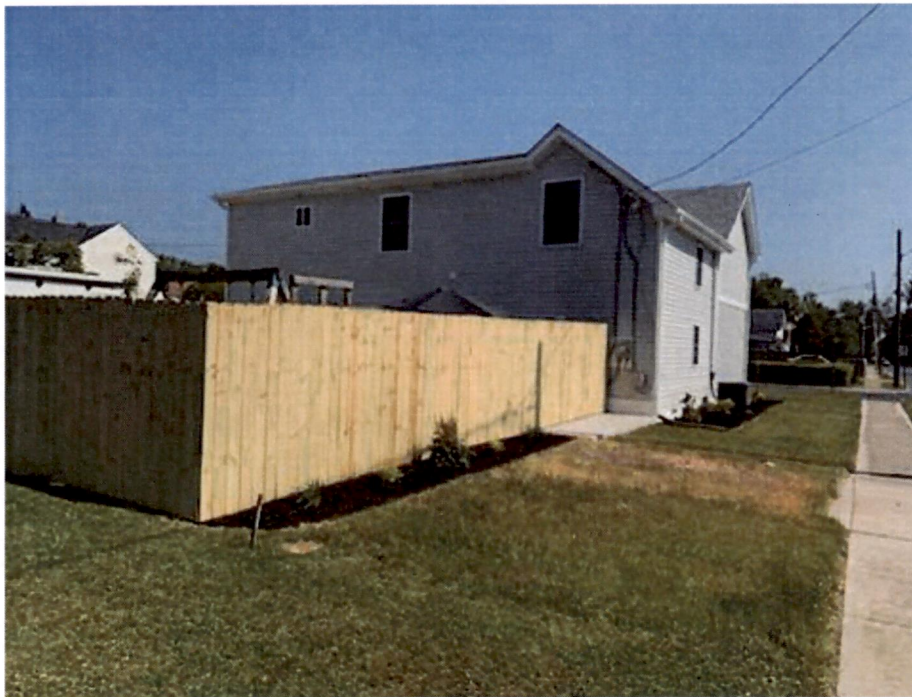


- 2023 Aerial Photographs via Harford County Web GIS
- 569 Lewis Street-Building (Corner Lot - Intersection of South Stokes and Lewis Street)



SITE PHOTOS 05.15.23

- 569 Lewis Street (2023-0329)
- Existing front porch in City ROW (Along Lewis Street) License Agreement favorable (Photo Taken 05.15.23)
- Utilities in City ROW (Along South Stokes Street) Lease Agreement favorable (Photo Taken 05.31.23)



SITE PHOTOS 05.15.23

- 569 Lewis Street (2023-0329)
- Existing front porch in City ROW (Along Lewis Street) License Agreement favorable (Photo Taken 05.15.23)
- Rear concrete pad in ROW (Along South Stokes Street) License Agreement unfavorable (Photo Taken 05.31.23)



SITE PHOTOS 05.15.23

- 569 Lewis Street (2023-0329)
- Rear concrete pad in ROW (Along South Stokes Street) License Agreement unfavorable (Photo Taken 05.31.23)



SITE PHOTOS 05.15.23

- 569 Lewis Street (2023-0329)
- Rear concrete pad in ROW (Along South Stokes Street) License Agreement unfavorable (Photo Taken 05.31.23)
- Utilities located in City ROW (Along South Stokes Street) Lease Agreement favorable (Photo Taken 05.31.23)

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Resolution to Ratify Additional Terms of Settlement of the
Opioid Multi-District Litigation**

Date: **5/26/2023**

Notice: Any comments made after 5:00 p.m. on the Thursday before the Council Meeting will not be seen in the agenda packet.

Purpose:

<input type="checkbox"/>	FYI
<input checked="" type="checkbox"/>	Read and Comment as Needed
<input checked="" type="checkbox"/>	Action Required by June 5, 2023
<input type="checkbox"/>	In Confidential File Drawer

Approve:

Johnny Boker Yes No No Comment

Comment: _____

Casi Boyer Yes No No Comment

Comment: _____

Vicki Jones Yes No No Comment

Comment: _____

Jim Ringsaker Yes No No Comment

Comment: _____

Jason Robertson Yes No No Comment

Comment: _____

Tammy Lynn Schneegas Yes No No Comment

Comment: _____

Note: N/A

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2023-__

Introduced by _____ Council President Ringsaker

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND PURSUANT TO SECTION 33 AND 34 OF THE CITY CHARTER AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND TO RATIFY ADDITIONAL TERMS OF SETTLEMENT OF THE OPIOID MULTI-DISTRICT LITIGATION

WHEREAS, the City Council passed Resolution 2021-24 on December 20, 2021 to approve partial settlement of the City’s claims against opioid manufacturers and distributors (“Partial Settlement”) included in the multi-district litigation matter known as *In re: National Prescription Opiate Litigation*, 1:17-MD-2804, currently pending in the United States District Court for the Northern District of Ohio, Eastern Division (“Opioid MDL”) previously authorized by the City Council; and

WHEREAS, in approving the Partial Settlement of the City’s claims in the Opioid MDL, the City Council granted authority to the Mayor and special counsel to execute such documents needed to facilitate the settlement; and

WHEREAS, as part of the Partial Settlement, the State of Maryland negotiated a State-Subdivision Agreement with local governments related to the distribution of proceeds from the Partial Settlement (“State-Subdivision Agreement”); and

WHEREAS, the City Council passed Resolution 2022-06 on February 17, 2022 to ratify additional terms of the Partial Settlement and the related State-Subdivision Agreement necessary to facilitate the distribution of settlement funds; and

WHEREAS, the various parties to the Opioid MDL were able to settle additional pending claims (“Supplemental Settlement”) with the following additional defendants: Teva Pharmaceutical Industries Ltd., Allergan, Walgreens Co., and Walmart, Inc. and their related affiliated entities (“Additional Defendants”), while reserving claims against Defendants CVS Health Corporation and CVS Pharmacy Inc. and its affiliates (“CVS”) (Exhibit 1); and

WHEREAS, there was a deadline of April 18, 2023 by which the City needed to submit participation forms for the State-Subdivision Agreement with respect to the Supplemental Settlement and the Additional Defendants (Exhibit 2) in order for the City to obtain the benefits of the Supplemental Settlement; and

EXHIBIT 1

Frequently Asked Questions about the 2022 National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS

[Subject to ongoing corrections and updates]

[Executed Agreements Control]

1. Which Defendants Have Executed National Opioid Settlements?

Since the Summer of 2021, nine Defendant families have executed National Opioid Settlements. First, in July 2021, J&J and Distributors McKesson, Cardinal Health, and AmerisourceBergen entered into National Opioids Settlements (“2021 National Settlement(s)”; details regarding the 2021 National Settlements, including a separate set of FAQs, can be found here: <https://nationalopioidsettlement.com/distributor-janssen-faq/>). More recently, between November and December of 2022, five additional Defendant families have entered into National Opioids Settlements (“2022 National Settlement(s)”).¹ They are:

Settling Defendant	Date of Settlement Agreement	Link to Settlement Agreement
Teva	November 22, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Teva-Global-Settlement-Agreement-and-Exhibits_12-20-22.pdf
Allergan	November 22, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Allergan-Global-Agreement-and-Exhibits_12-20-22.pdf
Walmart	November 14, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walmart-Settlement-Agreement-2022.12.02_FINAL.pdf
Walgreens	December 9, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walgreens-Multistate-Agreement-and-Exhibits.pdf
CVS	December 9, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/2022-12-09-CVS-Global-Settlement-Agreement-with-Exhibits.pdf

2. Which Entities Are Eligible to Participate in the 2022 National Settlements?

The 2022 National Settlements are “opt in” settlements that are open only to states, as well as state subdivisions (e.g., municipalities, counties, parishes, cities, towns, incorporated townships, villages, and boroughs) and certain special districts (e.g., school districts, fire

¹ The 2022 National Settlements define the specific entities entering into the respective agreements, as well as the “Released Entities.”

districts, and hospital districts). Claims brought on behalf of private individuals and businesses (including private hospitals and private third-party payors) are **not** included and will not be released. Claims brought on behalf of Tribal Nations are also not included and will not be released through participation in these agreements, but Tribal Nations may be eligible to participate in separate settlements with these same defendants; more information on those separate agreements may be found here: <https://www.tribalopioidsettlements.com/>.

Each 2022 National Settlement has the same basic “two-phase” structure:

Phase I – Eligible States: With respect to each 2022 National Settlement, most states are eligible to participate. (For these purposes, Washington, D.C. and the five U.S. Territories² are treated as “states.”) Certain states are not eligible to participate in certain of these settlements (e.g., due to prior settlements or litigation with a settling Defendant). Among the states eligible to participate in certain 2022 National Settlements, a small number have chosen not to participate in one or more of those settlements. Accordingly, for each of the 2022 National Settlements, the only states that may participate are those that are eligible and elected to do so. The following list sets forth, for each 2022 National Settlement, the eligible and ineligible states, as well as those eligible states that have chosen not to participate.

- **Teva Settlement:**
 - All states are eligible, **except** Florida, Louisiana, Oklahoma, Rhode Island, Texas, and West Virginia. Oklahoma subdivisions and special districts, however, **are** eligible to participate.
 - Nevada has chosen not to participate.

- **Allergan Settlement:**
 - All states are eligible, **except** Florida, Louisiana, New York, Rhode Island, and West Virginia.
 - Nevada has chosen not to participate.

- **Walmart Settlement:**
 - All states are eligible, **except** Alabama, Florida, New Mexico, and West Virginia.

- **Walgreens Settlement:**
 - All states are eligible, **except** Florida.
 - Michigan, Nevada, New Mexico, and West Virginia have chosen not to participate.

² American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

- **CVS Settlement:**

- All states are eligible, **except** Florida, New Mexico, and West Virginia.
- Maryland and Nevada have chosen not to participate.

Phase II – Eligible Subdivisions: Within settling states only, both non-litigating and litigating subdivisions may participate, including all municipal, county, city, town, township, parish, village, or borough governments, as well as any other subdivisions that have filed lawsuits that fall within the release provisions of the 2022 National Settlements. “Special Districts” are treated as “Subdivisions” under the Walmart, Walgreens, and CVS Settlements. Under the Teva and Allergan Settlements, certain special districts, such as school districts, fire districts, and hospital districts, are eligible to participate in the 2022 National Settlements, along with subdivisions. For ease of reference, unless otherwise noted, use of the term “Subdivision” in these FAQs includes eligible “Special Districts.”

Subdivisions within a state can only participate if their state is participating.

In addition, certain subdivisions—even within participating states—may not be eligible to participate in one or more of the 2022 National Settlements despite their state participating, e.g., if they have previously settled and released their claims. Subdivisions should speak to their respective counsel and/or their respective state attorney general for further information on their eligibility.

3. If a State or Subdivision Did Not Participate in the 2021 National Settlements with J&J or the Distributors (McKesson, Cardinal Health, and AmerisourceBergen), Can It Participate in the 2022 National Settlements with Teva, Allergan, Walmart, Walgreens, and CVS?

Yes. Whether an eligible state or subdivision participated in either of the 2021 National Settlements does **not** impact its eligibility to participate in these more recent 2022 National Settlements with Teva, Allergan, Walmart, Walgreens, and CVS.

4. May a State or Subdivision Participate in Some of the 2022 National Settlements While Choosing Not to Participate in Others?

Yes, except for the Teva and Allergan Settlements, eligible states and subdivisions may choose to participate in one or more of the 2022 National Settlements, while choosing not to participate in others. **However**, if your state has participated in both the Teva and Allergan Settlements, your subdivision must participate in both or neither of these settlements; it cannot choose to participate in just Teva or just Allergan. If your state only participated in Teva, you can choose to participate only in Teva (and the Allergan Settlement is not available to you). And vice versa. A chart reflecting each state’s participation status with respect to each of the 2022 National Settlements is available here: <https://nationalopioidsettlement.com/state-participation-status/>.

5. How Many States Are Participating? Has “Critical Mass” Been Reached at the State Level?

The 2022 National Settlements are designed to incentivize higher participation rates. Each settlement provides two or more “critical mass” phases for each settling Defendant and/or the states to determine whether there is sufficient participation to make it worth proceeding with the settlement or, in the case of the Walmart Settlement, to meet minimum, objective participation thresholds.

Phase I has been met for each of the 2022 National Settlements, meaning that there was sufficient state-level participation to proceed to Phase II of the settlements regarding subdivisions. Teva, Allergan, and Walgreens each determined there was sufficient state participation to proceed to the second phase of those agreements. For the CVS Settlement, settling states on the “Enforcement Committee,” as well as CVS, determined there was sufficient state participation to proceed to the second of the settlement. For the Walmart Settlement, the “State Participation Threshold” was achieved (i.e., at least 45 of the 50 “Threshold States” joined the settlement), so that settlement will also proceed to its second phase.

A chart reflecting each state’s participation status with respect to each of the 2022 National Settlements is available here: <https://nationalopioidsettlement.com/state-participation-status/>.

6. What Steps Are Needed for a Subdivision to Opt In?

To participate, a subdivision must execute and submit a participation form **for each settlement** it wants to participate in. Participation forms must be executed and submitted on or **before April 18, 2023**, for subdivisions to be considered an “Initial Participating Subdivision” in a settlement. The participation forms will include a release (discussed below) and advance authorization for entry of a Master Dismissal of the released claims (if the settlement moves forward).

By executing and returning a participation form for a settlement: (1) the subdivision agrees to the terms of the applicable settlement agreement pertaining to subdivisions; (2) the subdivision releases all claims within the scope of such settlement; (3) the subdivision agrees to use monies it receives as required under such settlement; (4) the subdivision submits to the jurisdiction of the court where their state’s consent judgment is filed for purposes limited to that court’s role under such settlement; and (5) with respect to subdivisions who have filed lawsuits against any settling Defendant, the subdivision commits to promptly dismissing its legal action against that settling Defendant. By signing a participation form, the subdivision is authorizing the Plaintiffs’ Executive Committee (PEC) to file a dismissal on its behalf for any claims pending in the MDL. (For claims pending outside the MDL, the subdivision is obligated to dismiss those claims itself.) A link to an example of such dismissal may be found here: <https://nationalopioidsettlement.com/wp-content/uploads/2023/01/form-of-Master-Stipulation-of-Dismissal.pdf>.

After April 18, 2023, the extent of subdivision participation will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. See FAQ #8 below. If the settlement moves forward, the release in the subdivision's participation form will become effective. If a settlement does not move forward, that release will not become effective.

There are three methods for returning the executed participation forms and any supporting documentation to the Implementation Administrator:

1. **Electronic Signature via DocuSign:** Executing the participation forms electronically through DocuSign will return the signed forms to the Implementation Administrator and associate a subdivision's forms with that subdivision's records. Electronic signature is the most efficient method for returning participation forms, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
2. **Manual Signature returned via DocuSign:** DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed participation forms via DocuSign will associate a subdivision's signed forms with that subdivision's records.
3. **Manual Signature returned via electronic mail:** If a subdivision is unable to return executed participation forms using DocuSign, signed participation forms may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the following subject line:

Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID]

Detailed instructions on how to sign and return the participation forms, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

7. What Are the Deadlines to Opt In to One or More of the 2022 National Settlements?

As discussed above in FAQ #5, the state participation phase of the settlements has resulted in sufficient state participation to move forward with subdivision participation phase. The applicable time periods and deadlines are set forth below in Chart A. These deadlines reflect agreed extensions beyond the dates provided for under the settlement agreements.

For each of the 2022 National Settlements, subdivisions will have until **April 18, 2023**, to execute and submit their participation forms and be considered an “Initial Participating Subdivision” in a settlement.

For the Teva, Allergan, Walgreens, and CVS Settlements, these settling Defendants will then have until May 18, 2023, to determine whether to proceed further with their respective settlements.³ The Walgreens and CVS Settlements include an intervening deadline (May 2, 2023) by which states are to determine whether there has been sufficient subdivision-level participation to proceed with those settlements.

Chart A

Settling Defendant	Initial deadline for subdivisions to participate in settlement	Deadline for states to determine whether to proceed	Deadline for settling Defendants to determine whether to proceed (Reference Date⁴)
Walmart	April 18, 2023		
Teva	April 18, 2023		May 18, 2023
Allergan	April 18, 2023		May 18, 2023
Walgreens	April 18, 2023	May 2, 2023	May 18, 2023
CVS	April 18, 2023	May 2, 2023	May 18, 2023

8. What Level of Subdivision Participation Is Necessary for the 2022 National Settlements to Become Effective?

³ Under the Walmart Settlement, each of the settling states will use reasonable efforts to ensure that, by April 18, 2023, the settling states have met the following “Subdivision Participation Thresholds” for the Walmart Settlement to become effective: (1) more than 85% of the aggregate population of all litigating subdivisions located in the settling states and separately settling states, and (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions located in the settling states and separately settling states, (a) have become participating subdivisions, (b) are subject to a bar or case-specific resolution, or (c) have joined a settlement between Walmart and a separately settling state by executing a participation form, including a release.

⁴ In the Teva, Allergan, Walgreens, and CVS Settlements, the “Reference Date” refers to the date by which each respective settling Defendant is to determine whether there has been enough subdivision-level participation to proceed beyond the second phase of its settlement. (In the Walmart Settlement, the “Subdivision Participation Thresholds” are based on objective criteria, and there is thus no such “Reference Date.”)

Under the Teva, Allergan, Walgreens, and CVS Settlements, there is no set threshold of subdivision-level participation required for those settlements to become effective. As to the Teva and Allergan Settlements, once the deadline for subdivisions to participate has passed, these settling Defendants will determine whether there has been sufficient subdivision-level participation for these settlements to become effective. The Walgreens and CVS Settlements operate similarly to the Teva and Allergan Settlements, except that under those settlements, the settling states (Walgreens) or the “Enforcement Committee” representing the settling states (CVS) will first have the opportunity to determine whether there has been sufficient subdivision participation to proceed with these settlements. If so, then Walgreens and CVS are to determine whether they agree that sufficient subdivisions have participated in the settlements. The decisions of the Teva, Allergan, CVS, and Walgreens as to whether there has been adequate subdivision-level participation is in their sole discretion and must be made in good faith.

The Walmart Settlement is different in that the level of subdivision participation required for the settlement to become effective is based on objective criteria: (1) more than 85% of the aggregate population of all litigating subdivisions located in settling states, as well as states that have separately settled with Walmart, must agree to participate or otherwise have their claims fully released, **and** (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, AmerisourceBergen, or J&J) must agree to participate or otherwise have their claims fully released. The calculation of the aggregate populations of litigating subdivisions and non-litigating threshold subdivisions is on an aggregated basis and not a state-by-state basis. If these thresholds are met, then the Walmart Settlement will become effective.

9. Can Eligible States Opt In After the Deadlines for Doing So?

Except for the Walmart Settlement, eligible states may, under certain circumstances, join the 2022 National Settlements after the deadlines to do so. However, later joinder by eligible states requires the consent of the respective settling Defendant (and, if applicable, the State Enforcement Committee for such settlement). If an eligible state later joins a 2022 National Settlement, subdivisions within that state may also sign on and participate in such settlement but may receive lower total payments. Note that, with respect to the CVS and Walgreens Settlements, no eligible state may become a settling state after May 31, 2023, and June 30, 2023, respectively.

10. What Funds Will Be Available for Abatement?

The amounts to be paid under each 2022 National Settlement depend on the level of participation by eligible states and subdivisions. Each of the settlements requires the settling Defendant to make annual payments over a period of years consisting of base and

incentive payments. **Assuming maximum participation** by eligible states and subdivisions, **Chart B** below reflects the **highest** amounts to be paid by each settling Defendant, including the base, incentive, and total amounts for abatement.

Chart B

Settling Defendant	Abatement – Base	Abatement - Incentive	Abatement – Total	Other	Total
Teva	\$1,325,488,100 (45% of the Net Abatement Amount of \$2,945,529,111)	\$1,620,041,011 (55% of the Net Abatement Amount of \$2,945,529,111)	\$2,945,529,111	<ul style="list-style-type: none"> • Maximum cash conversion of Settlement Product if Settling State elects to convert all or a portion of its Settlement Product allocation into a cash payment (\$240,000,000)⁵ • Additional Restitution Amount (\$28,669,762) • Global Settlement Attorney Fee Amount of (\$366,335,847.76) 	\$3,580,534,720.76
Allergan	\$809,634,037.95 (45% of the Net Abatement Amount of \$1,799,186,751)	\$989,552,713.05 (55% of the Net Abatement Amount of \$1,799,186,751)	\$1,799,186,751	<ul style="list-style-type: none"> • Additional Restitution Amount (\$16,192,680.76) • Global Settlement Attorney Fee Amount (\$206,906,476.36) 	\$2,022,285,908.12
Walmart	\$909,641,765.08 (38% of Global Settlement Remediation Amount of \$2,393,794,118.64).	\$1,484,152,353.56 (62% of Global Settlement Remediation Amount of \$2,393,794,118.64).	\$2,393,794,118.64	<ul style="list-style-type: none"> • Subdivision Attorneys’ Fees, Expenses and Costs (\$297,720,376.93) • State Outside Counsel Fee Fund (\$16,006,471.88) • State Cost Fund (\$16,006,471.88) 	\$2,739,533,911.20

⁵ Under the Teva Settlement, Teva will offer up to \$1.2 billion of Teva’s generic version of the overdose reversal drug Narcan or, alternatively, provide cash at 20% of the \$1.2 billion wholesale acquisition cost “in lieu of product.”

				<ul style="list-style-type: none"> • Additional Remediation (\$16,006,471.88) 	
Walgreens	\$1,963,147,836 (41% of the Adjusted State Remediation Payment of \$4,788,165,456)	\$2,825,017,620 (59% of the Adjusted State Remediation Payment of \$4,788,165,456)	\$4,788,165,456	<ul style="list-style-type: none"> • Private Attorneys Fees (\$638,600,000) • State AG Fees and Costs (\$63,842,206) • Additional Remediation Amount (\$31,921,103) 	\$5,522,528,766
CVS	\$1,626,081,118 (38% of Maximum Remediation Payment of \$4,279,160,837)	\$2,653,079,719 (62% of Maximum Remediation Payment of \$4,279,160,837)	\$4,279,160,837	<ul style="list-style-type: none"> • Common Benefit and Subdivision Attorneys' Fees, Expenses and Costs (\$539,457,124) • State Outside Counsel Fee Fund (\$28,527,739) State Cost Fund (\$28,527,739) and Additional Remediation Amount (\$28,527,739) 	\$4,904,201,178

11. How Much Will a Settling State Receive in Base Payments Under the 2022 National Settlements?

As illustrated in Chart B above, approximately \$6.63 billion in base payments would be available to settling states. These base payments do not require a settling state to meet any specific participation benchmarks or conditions. Base payments will be paid out annually for distribution to each settling state according to its share of the abatement funds using the top-level state allocation model discussed below. Each state's base payment is then allocated into the three sub-funds or according to a state-subdivision agreement, qualifying statute, or statutory trust, as explained below.

12. How Much Can a State Receive in Incentive Payments?

Under the 2022 National Settlements, approximately \$9.57 billion in abatement funds would be earmarked for "Incentive Payments" Although the criteria for Incentive Payments under each of the 2022 National Settlements are similar, there are differences in how they operate and when they accrue, as explained in FAQ #13 below.

13. How Do Incentive Payments Work?⁶

In each of the 2022 National Settlements, incentive payments are designed to reward states for increasing participation in the settlements by their subdivisions and/or taking steps to bar or otherwise resolve current and future subdivision litigation, but there are differences in how these incentive payments operate and when they accrue.

Eligibility for incentive payments is **state-specific**, meaning that eligibility for incentive payments, as well as the amount of such payments, depends on whether, and the extent to which, the applicable incentive criteria set forth in each of the 2022 National Settlements are met **in each such settling state**, irrespective of any other settling states.

- **Teva/Allergan**

The Teva and Allergan Settlements divide incentive payments into four categories: Incentives A, B, C, and D. Under the Teva Settlement, Incentives A-C would be due in installments over 12 years beginning with Payment Year 2, and Incentive D would be due in installments over 10 years beginning with Payment Year 4. Under the Allergan Settlement, Incentives A-C would be due in installments over 6 years beginning with Annual Payment 2, and Incentive D would be due in installments over 4 years beginning with Annual Payment 4. Under these settlements, if a settling state qualifies for Incentive A, it would receive the maximum payment allocable to the State for Incentives A-C. If a settling state does not qualify for Incentive A, it can alternatively qualify for Incentive B and/or Incentive C. A settling state can qualify for Incentive D regardless of whether it qualifies for another incentive payment.

Incentives A-D are generally as follows:

Incentive A: Full participation, or fully released claims, of (1) litigating subdivisions/special districts and (2) non-litigating subdivisions with populations greater than 10,000/non-litigating covered special districts.

Incentive B: Early participation, or released claims, by litigating subdivisions/special districts representing at least 75% of the settling state's litigating population.

Incentive C: Participation, or release of claims, by litigating **or** non-litigating primary subdivisions (defined as subdivisions with populations of 30,000 or more) representing more than 60% of the settling state's primary subdivision population (Part 1) and 100% of its 10 largest subdivisions by population (Part 2).

⁶ Note that these FAQs include certain terms that are specifically defined in the 2022 National Settlements. The definitions contained in the 2022 National Settlements are determinative.

Incentive D: No opioids-related lawsuits filed by subdivisions within the settling state against settling Defendants as of two look-back dates 2 years and 5.5 years after the “Preliminary Agreement Date.”

- **CVS**

Under the CVS Settlement, Incentives A-D are generally like the Teva and Allergan Settlements. But there are certain differences.

First, unlike the Teva and Allergan Settlements, Incentive A is **mutually exclusive** with Incentives B, C, and D, meaning that a settling state may either qualify for Incentive A, or Incentives B, C, and/or D. A settling state will be eligible for its full allocable share of the maximum amount available for incentive payments by either: (1) achieving Incentive A within 2 years of the Effective Date or (2) by fully earning Incentive B in each Payment Year it is available and earning Incentives C and D in a manner that produces that maximum possible combined amount from those two incentives.

Second, Incentive B requires early participation, or released claims, by litigating subdivisions representing at least 85% of the settling state’s litigating population.

Third, Incentive C requires participation, or release of claims, by at least 85% of the settling state’s litigating subdivisions **and** non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or subdivisions with populations between 10,000 and 30,000 that have brought an opioids-related claim against McKesson, Cardinal Health, AmerisourceBergen, or J&J).

Finally, there are five look-back dates for Incentive D: April 30 of Payment Years 6-10.

- **Walgreens**

Under the Walgreens Settlement, incentive payments are divided among three categories: Incentives A, BC, and D. Incentive A is mutually exclusive with Incentives BC and D; if a settling state receives Incentive A, such settling state is not eligible for Incentives BC or D.

Incentive A requires full participation from all litigating subdivisions, primary subdivisions (defined to include subdivisions with populations over 10,000), and certain special districts. Incentive BC is determined based on the percentage of the aggregate population of all the settling state’s litigating subdivisions and non-litigating threshold subdivisions (defined to include subdivisions with

populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, AmerisourceBergen, or J&J) that have participated in the settlement or otherwise fully released their claims. A sliding percentage scale will determine the Incentive BC Payments under these settlement agreements.

Under the Walgreens Settlement, a settling state may earn Incentives A and BC in annual payments 2 through 15.

Finally, Incentive D (payments which are based on Incentive BC participation percentage) can be earned if there are no qualifying lawsuits surviving a threshold motion as of certain look-back dates prior to Incentive D payments being made. Any Incentive D payments would be made under the Walgreens Settlement during Payment Years 6-15.

- **Walmart**

Incentive payments under the Walmart Settlement operate similarly to incentive payments under the Walgreens Settlement. However, under the Walmart Settlement, Incentive Payments A and BC would be paid in (at most) three payments in Payment Years 1 through 3. Any Incentive D payments would be made during Payment Years 3-6.

14. If States or Subdivisions Elect to Participate in the 2022 National Settlements, When Will They Receive Abatement Fund Payments?

Participating states and subdivisions would receive abatement proceeds through annual payments continuing over a period of years. Chart C below sets forth, for each 2022 National Settlement, the date through which annual abatement payments would be made by the respective settling Defendant.

Chart C

Settling Agreement	Annual Abatement Payments Made Until
Teva Settlement	July 15, 2035
Allergan Settlement	July 15, 2029
Walmart Settlement	~July 15, 2028
Walgreens Settlement	December 31, 2036
CVS Settlement	June 30, 2032

15. How Will Settlement Proceeds Be Used?

Each of the 2022 National Settlements requires that at least 85% to 95.5% of abatement funds be used to fund opioid-remediation efforts, with at least 70% of abatement funds required to be used in connection with future opioid-remediation efforts. Chart D below sets forth, for each settlement, the minimum percentage of settlement payments disbursed to states and participating subdivisions that must be spent on “Opioid Remediation” and “future Opioid Remediation,” respectively. The 2022 National Settlements effectively define “Opioid Remediation” as including care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures, except where the agreement restricts the use of funds solely to **future** Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. The 2022 National Settlements include broad and non-exhaustive lists of qualifying opioid-remediation expenditures.⁷

Chart D

Settling Defendant	Minimum Amount of Settlement Proceeds To Be Spent on Opioid Remediation	Minimum Amount of Settlement Proceeds To Be Spent on Future Opioid Remediation
Teva	85%	70%
Allergan	85%	70%
Walmart	85%	70%
Walgreens	95%	70%
CVS	95.5%; <i>provided, however</i> , that the remaining 4.5% only may be spent outside of Opioid Remediation to the extent necessary to satisfy certain attorney fee agreements entered into by settling states.	70%

16. How Will the State-Level Allocations Be Made?

Under the 2022 National Settlements, each of the settling Defendants would make annual payments consisting of base and incentive payments (described above). Calculation of the amounts distributed to each settling state (including the state and its settling subdivisions) starts with a top-level allocation among all states of the maximum potential payment. How much of that maximum amount each state will receive in any given year is then based on (1) which incentive payment categories that state qualifies for that year; and (2) whether amounts otherwise payable are offset or otherwise adjusted (see FAQ #18 below regarding offsets). Once the

⁷ If settlement proceeds are used for something other than “Opioid Remediation,” then the amounts and uses (including any use to pay attorneys’ fees and costs) must be publicly reported.

annual payment for a state is calculated, the further allocation of that state’s payment proceed as outlined below among that state’s (1) “State Fund”; (2) “Abatement Accounts Fund”/“Remediation Accounts Fund”; and (3) “Subdivision Fund.”

For purposes of the top-level maximum potential allocation discussed above, an “Overall Allocation Percentage” or “State Allocation Percentage” has been calculated for each 2022 National Settlement based on the states eligible to participate in such settlements. Within each eligible state, there is a “Subdivision Allocation Percentage” or “Subdivision and Special District Allocation Percentage,” set forth in Exhibit G to the respective 2022 National Settlements, which reflects the portion of a settling state’s Subdivision Fund that a subdivision would receive if it becomes a participating subdivision (in the absence of a state-subdivision agreement, qualifying statute, or statutory trust; see FAQ #17 below). The aggregate “Subdivision Allocation Percentage” or “Subdivision and Special District Allocation Percentage” for each state equals 100%.

These sub-percentages for each state are based on population, adjusted for the proportionate share of the impact of the opioid epidemic using reliable, detailed, and objective national data, including: (1) the amount of opioids shipped to the state; (2) the number of opioid-related deaths that occurred in the state; and (3) the number of people who suffer opioid use disorder in the state. Adjustments were made to reflect the severity of impact insofar as the oversupply of opioids had more deleterious effects in some locales than in others. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused harm.

17. How Will Settlement Funds Be Allocated Within a State?

Settlement proceeds will be allocated in accordance with the terms of any qualifying agreement between a state and its subdivisions, a qualifying statute, or a statutory trust. Otherwise, settlement proceeds will be allocated in accordance with default allocation terms set out in the respective 2022 National Settlements. Under these default terms, settlement proceeds will be allocated among three sub-funds for each settling state: (1) a State Fund; (2) an Abatement Accounts Fund or Remediation Accounts Fund; and (3) a Subdivision Fund.⁸ There are several important points to observe with respect to three sub-funds:

⁸ Non-litigating municipalities with a population under 10,000 and special districts will not receive direct allocations from the Subdivision Fund, unless an intrastate agreement provides otherwise. Moreover, a subdivision will not necessarily directly receive settlement funds by participating because decisions on how settlement funds will be allocated within a state may be subject to intrastate agreements or state statutes.

- The settlement agreements provide default allocations among the sub-funds (15% to the State Fund, 70% to the Abatement Accounts Fund/Remediation Accounts Fund, and 15% to the Subdivision Fund⁹). As noted above, these defaults can be changed on a state-by-state basis through a qualifying state-subdivision agreement, qualifying statute, or statutory trust.¹⁰
- Under the default set forth in the 2022 National Settlements, at least 50% of the annual spend from the Abatement Accounts Fund/Remediation Accounts Fund must be allocated at a **regional** level for settling states above a certain population. Each settling state will have an advisory committee—with equal representation from the state and local levels—to recommend how to spend the Abatement Accounts Fund/Remediation Accounts Fund.¹¹
- Certain large participating subdivisions also will be eligible to receive block grants from the Abatement Accounts Fund/Remediation Accounts Fund.
- A settling state also is free to direct all or a portion of its State Fund to its Abatement Accounts Fund/Remediation Accounts Fund. A participating subdivision listed in Exhibit G to the respective 2022 National Settlements also may choose to direct all or a portion of its allocation from the Subdivision Fund to the state’s Abatement Accounts Fund/Remediation Accounts Fund or to another participating subdivision.

18. Can a Defendant Take an Offset Against a Settlement Payment?

In each of the 2022 National Settlements, the settling Defendant is entitled to an offset for abatement/remediation payments that had been allocated to states that did not choose to participate in that settlement. In addition, Teva, Allergan, Walgreens, and CVS are entitled to dollar-for-dollar offsets for certain class resolution opt-outs, as well as payments made as a result of litigation bars, settlement class resolutions, or case-specific resolutions that are subsequently revoked, rescinded, or otherwise materially limited. Walgreens and CVS are also entitled to a dollar-for-dollar offset for certain taxes, assessments, or any other fees imposed by a settling state on Walgreens or CVS on the sale, transfer, or distribution of opioid products.

19. Will the Settlements Require Any Change to How the Defendants Operate Their Businesses?

⁹ As a default, amounts apportioned to a state’s Subdivision Fund would be distributed to participating subdivisions in that state listed on Exhibit G to the respective 2022 National Settlement, per the Subdivision Allocation Percentage listed in Exhibit G.

¹⁰ Allocation agreements/statutes have already been reached or enacted in several states.

¹¹ Spending from the Abatement Allocation Account Fund will be tracked and reported annually.

In addition to billions of dollars to be used for abatement of the effects of the opioid epidemic in communities across the nation, the proposed settlements provide for robust and meaningful injunctive relief that will require the settling Defendants to make significant changes to their business operations to address the opioid epidemic.

Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and Teva and Allergan are also required to publicly disclose documents, including internal documents, related to their role in the opioid crisis. Allergan is also required to stop manufacturing and selling opioids for ten years, and Teva is required to create and maintain systems to prevent drug misuse, including suspicious order monitoring.

Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements that they: (1) maintain independent departments to oversee compliance with controlled-substance laws and the injunctive terms in the settlements; (2) ensure pharmacists exercise independent judgment in the dispensing of controlled substances; (3) create and maintain robust oversight programs, including site visits and audits, to prevent diversion; (4) monitor, report, and share data about suspicious activity related to opioid prescriptions; and (5) provide data to the states about their red-flag processes, as well as blocked and potentially problematic prescribers.

20. How Will Attorneys' Fees and Costs Be Addressed?

The overarching goal of these global settlements is to dedicate funds to abate opioid-related harms. If private lawyers who represent some of the states and thousands of subdivisions were to enforce their contingency fee contracts, then a significant portion of the global settlement payments would potentially go towards legal fees to compensate efforts to prosecute the lawsuits that are being resolved as to the settling Defendants. As a result, government entities that hired outside counsel to litigate against the settling Defendants would recover proportionately less than entities that did not litigate. To protect against this imbalance, and maximize the amounts available for abatement, the negotiating State Attorneys General, the Plaintiffs' Executive Committee (PEC) Negotiation Team, and the settling Defendants agreed that the settling Defendants will pay, and the parties will set aside, separate funds to compensate attorneys' fees and costs. These funds total approximately \$2.2 billion in connection with the Teva, Allergan, Walmart, Walgreens, and CVS Settlements. See the "Other" column within Chart B in FAQ #10 above for deal-specific amounts. These attorneys' fees include amounts for outside counsel representing participating states and participating subdivisions and are intended to cover both contingency and common benefit work.

21. How will more information on the settlements be made available?

Settlement documents, information, and updates will be posted on a public settlement website: <https://nationalopioidsettlement.com/>

The website will provide current information on an ongoing basis as the settlement implementation progresses. Some states have also set up their own websites to provide state-specific information.

EXHIBIT 2

ANTHONY G. BROWN
Attorney General



CANDACE MCLAREN LANHAM
Chief of Staff

CAROLYN A. QUATTROCKI
Deputy Attorney General

STATE OF MARYLAND OFFICE OF THE ATTORNEY GENERAL

WRITER'S DIRECT DIAL NO.
(410) 576-6578

April 6, 2023

Via Email

Dear Participating Subdivision:

As I explained in the presentations for subdivisions we held on April 3 and 4, 2023, the Attorney General has proposed an additional amendment to the 2023 State-Subdivision Agreement that is not reflected in the version that accompanied his February 28, 2023 letter to eligible subdivisions (previously distributed to you through Rubris and the Maryland Association of Counties or Maryland Municipal League). The proposed additional change would enable the State to use up to 15 percent of its 30 percent overall share of settlement money and, if authorized by the particular national settlement agreement, its additional restitution amount, for opioids-related measures that might not be strictly covered by the agreements definition of future opioids remediation but are within Section 7-331(f) of the State Finance & Procurement Article. Participating Exhibit G subdivisions already have the flexibility under last year's State-Subdivision Agreement to use up to 15 percent of their share for such purposes, and we are proposing now extending this same flexibility to the State. The proposed change does not affect the subdivisions' share of settlement proceeds in any way.

Subdivisions that have not yet signed on to the 2023 proposed State-Subdivision Agreement through Rubris will receive this message and be able to sign on to the revised proposed agreement through Rubris, without any additional step. We ask that they please do so as soon as possible.

Subdivisions that have already signed on to the State Subdivision through Rubris are receiving, along with this letter, a copy of the revised agreement and a sign-on form to ratify the proposed change. We ask that they please return the executed sign-on form directly to me at bedmunds@oag.state.md.us.

Additionally, I am attaching to this letter an "Exhibit A3" that provides a projection of what each subdivision would receive over 15 years from the four new settlement agreements. Please keep in mind that, at this stage, this is a rough estimate using best available projections and also assumes that we achieve 90 percent participation in the Teva, Allergan, and Walgreens settlements and 100 percent participation in the Walmart settlement. We still have work ahead of us to finalize these settlements, but believe that Exhibit A3 provides a reasonable estimate of what participating subdivisions will receive over the life of the agreements once we do so successfully.

Subdivision participation forms are due no later than April 18, 2023. As always, please let me know if you have any questions. You may also contact:

Sarah Zadrozny, (410) 576-6374, szadrozny@oag.state.md.us
Lewis Preston, (410) 576-6349, lpreston@oag.state.md.us

We look forward to continuing our common efforts to provide relief to Maryland's communities.

Sincerely yours,



Brian T. Edmunds
Senior Counsel

STATE-SUBDIVISION AGREEMENT BETWEEN THE STATE OF MARYLAND AND PARTICIPATING LOCAL GOVERNMENTS ON PROCEEDS FROM SETTLEMENT OF OPIOIDS LITIGATION AGAINST TEVA, ALLERGAN, WALMART, AND WALGREENS

INTRODUCTION

WHEREAS, the State of Maryland (“State”) and its participating subdivisions previously reached a STATE-SUBDIVISION AGREEMENT BETWEEN THE STATE OF MARYLAND AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOIDS LITIGATION, effective January 21, 2022 (the “2022 State-Subdivision Agreement”) (Exhibit A), that applied by its terms to the Janssen and Distributors National Settlement Agreements;

WHEREAS, the General Assembly implemented the terms of the 2022 State-Subdivision Agreement by enacting legislation codified at Md. Code Ann., State Finance & Procurement, Section 7-~~311(g)~~331 (2022);

WHEREAS, the State and its participating subdivisions wish at this time to participate in the Teva Global Opioids Settlement Agreement (December 20, 2022) (“Teva Agreement”), the Allergan Public Global Opioid Settlement (December 20, 2022) (“Allergan Agreement”), the Walmart Settlement Agreement (November 14, 2022), and the Walgreens Settlement Agreement (December 9, 2022), subject to the terms of these agreements (referred to collectively, hereinafter, as the “2022 Agreements”); and

WHEREAS, the State and its participating subdivisions wish to incorporate the terms of the 2022 State-Subdivision Agreement as closely as possible in this STATE-SUBDIVISION AGREEMENT BETWEEN THE STATE OF MARYLAND AND PARTICIPATING LOCAL GOVERNMENTS ON PROCEEDS FROM SETTLEMENT OF OPIOIDS LITIGATION AGAINST TEVA, ALLERGAN, WALMART, AND WALGREENS (“2023 State-Subdivision Agreement”);

The State and its participating subdivisions agree as follows:

SECTION I (INCORPORATION)

- a. Except as otherwise specified in Section II below, the terms of the 2022 State-Subdivision Agreement are incorporated into this 2023 State-Subdivision Agreement as if fully set forth herein and shall apply to the State’s and its participating subdivisions’ receipt and holding of funds from the 2022 Agreements and their expenditure of funds received.

SECTION II (SPECIFIC CHANGES)

- a. The definition of “Executive Director,” section I (g) of the 2022 State-Subdivision Agreement, is not incorporated in this 2023 State-Subdivision Agreement. Instead, “Executive Director” for purposes of this 2023 State-Subdivision Agreement, shall refer to the Special Secretary for Opioids Response or her designee or such other person designated by the Governor or by law to direct the Opioid Operational Command Center or any successor agency having substantially similar responsibilities and duties.
- b. The definition of “National Settlement Agreements,” section I (n) of the 2022 State-Subdivision Agreement, is not incorporated in this 2023 State-Subdivision Agreement. Instead, “National Settlement Agreements” for purposes of this 2023 State-Subdivision Agreement, shall mean the

Teva Global Opioids Settlement Agreement (December 20, 2022) ("Teva Agreement"), the Allergan Public Global Opioid Settlement (December 20, 2022) ("Allergan Agreement"), the Walmart Settlement Agreement (November 14, 2022), and the Walgreens Settlement Agreement (December 9, 2022), and shall include any and all amendments or corrections to those agreements issued on or before February 15, 2022.

- c. Section II(a) of the 2022 State-Subdivision Agreement is incorporated in this 2023 State-Subdivision Agreement, except that this agreement shall be dated April 15, 2023 and shall be effective on that date for all purposes under the National Settlement Agreement. Subdivisions that return Subdivision Settlement Participation Forms under the National Settlement Agreement shall be deemed to consent to this Agreement.
- d. Section III(b) of the 2022 State-Subdivision Agreement is not incorporated in this 2023 State-Subdivision Agreement. Instead, the following is substituted in its place: The State, and Any Subdivision receiving settlement proceeds pursuant to Section IV(a)(3) of this Agreement, may use up to 15 percent received from the Walmart Agreement, the Teva Agreement, and/or the Allergan Agreement to pay for opioids-related measures (including past Opioid Remediation), consistent with Permitted Uses, subject to the accounting requirements of the National Settlement Agreement and the provisions of Section VI(a) of the State-Subdivision Agreement, as incorporated herein. The State, and any Any-Subdivision receiving settlement proceeds pursuant to Section IV(a)(3) of this Agreement, may use up to 5 percent received from the Walgreens Agreement to pay for opioids-related measures (including past Opioid Remediation) consistent with Permitted Uses, subject to the accounting requirements of the National Settlement Agreement and the provisions of Section VI(a) of the State-Subdivision Agreement, as incorporated herein. The State may use any Additional Restitution Amount or Additional Remediation Amount for any use permitted by the National Settlement Agreement and section 7-331(f) of the State Finance and Procurement Article.
- e. In the event of any other potential conflict between the terms of the National Settlement Agreements and the provisions of the 2022 State-Subdivision Agreement incorporated by Sections I and II of this 2023 State-Subdivisions Agreement, this 2023 State-Subdivision shall be construed to reflect, as nearly as permissible, the terms of the 2022 State-Subdivision Agreement.

SECTION III (ADDITIONAL PROVISIONS)

- a. The subsections of this Section III shall govern the 2023 State-Subdivision Agreement in addition to and notwithstanding any inconsistent provisions of the 2022 State-Subdivision Agreement.
- b. Subdivisions shall cooperate reasonably with the Attorney General, the Secretary, and the Executive Director regarding the statewide coordination of planning, activities, expenditures, and reporting under the 2022 State-Subdivision Agreement, this 2023 State-Subdivision Agreement, and the National Settlement Agreements, including by providing contact information for persons responsible for the management and expenditure of funds received under opioids settlements.

EXHIBIT A3

(Teva, Allergan, Walmart, Walgreens Opioids Settlements)

The following are *estimates* of projected total payments to participating Exhibit G subdivisions from the Teva, Allergan, Walmart, and Walgreens settlements. The projections assume 90 percent subdivision participation in the Teva, Allergan, and Walgreens settlements, 100 percent subdivision participation in the Walmart settlement, and qualification for Incentive D payments under all settlements. *Payment amounts are subject to further refinement.*

County	Qualifying Subdivision	Share of 25% Subdivision Fund (\$57,857,616.06)	Share of 45% Abatement Fund (\$104,143,708.91)	Total
Allegany	Allegany County	\$950,329.62	\$1,710,593.31	\$2,660,922.93
Allegany	City of Cumberland	\$134,713.24	\$242,483.84	\$377,197.08
Allegany	City of Frostburg	\$32,165.37	\$57,897.67	\$90,063.05
Anne Arundel	Anne Arundel County	\$6,392,515.06	\$11,506,527.11	\$17,899,042.17
Anne Arundel	City of Annapolis	\$227,300.19	\$409,140.35	\$636,440.54
Baltimore City	Baltimore City	\$2,575,849.97	\$4,636,529.94	\$7,212,379.90
Baltimore County	Baltimore County	\$11,394,353.57	\$20,509,836.43	\$31,904,190.00
Calvert	Calvert County	\$1,122,667.75	\$2,020,801.95	\$3,143,469.70
Caroline	Caroline County	\$392,094.61	\$705,770.30	\$1,097,864.91
Carroll	Carroll County	\$1,930,492.49	\$3,474,886.49	\$5,405,378.98
Carroll	City of Westminster	\$71,194.53	\$128,150.16	\$199,344.70
Cecil	Cecil County	\$2,179,813.23	\$3,923,663.81	\$6,103,477.04
Cecil	Town of Charlestown	\$3,819.40	\$6,874.91	\$10,694.31
Cecil	Town of Elkton	\$86,516.06	\$155,728.91	\$242,244.97
Cecil	Town of Northeast	\$18,966.79	\$34,140.23	\$53,107.02
Cecil	Town of Perryville	\$21,003.71	\$37,806.67	\$58,810.38
Charles	Charles County	\$1,447,279.87	\$2,605,103.77	\$4,052,383.64
Dorchester	Dorchester County	\$256,153.64	\$461,076.56	\$717,230.20
Dorchester	City of Cambridge	\$41,995.74	\$75,592.34	\$117,588.08
Dorchester	Town of Vienna	\$772.13	\$1,389.83	\$2,161.96
Frederick	Frederick County	\$2,306,434.27	\$4,151,581.68	\$6,458,015.95
Frederick	City of Frederick	\$266,825.31	\$480,285.56	\$747,110.87
Garrett	Garrett County	\$245,850.78	\$442,531.41	\$688,382.19
Garrett	Town of Grantsville	\$2,296.77	\$4,134.19	\$6,430.96
Garrett	Town of Mtn Lake Park	\$5,432.98	\$9,779.37	\$15,212.35
Garrett	Town of Oakland	\$5,393.33	\$9,708.00	\$15,101.33
Harford	Harford County	\$3,264,715.94	\$5,876,488.69	\$9,141,204.63
Harford	City of Aberdeen	\$60,901.89	\$109,623.40	\$170,525.29
Harford	Town of Bel Air	\$42,997.51	\$77,395.52	\$120,393.03
Harford	City of Havre de Grace	\$60,160.86	\$108,289.54	\$168,450.39
Howard	Howard County	\$2,536,047.12	\$4,564,884.81	\$7,100,931.93
Kent	Kent County	\$294,341.60	\$529,814.88	\$824,156.49
Montgomery	Montgomery County	\$6,781,169.98	\$12,206,105.96	\$18,987,275.93
Montgomery	City of Gaithersburg	\$188,742.32	\$339,736.17	\$528,478.48
Montgomery	City of Rockville	\$208,112.43	\$374,602.38	\$582,714.81
Montgomery	City of Takoma Park	\$56,086.11	\$100,954.99	\$157,041.10
Prince George's	Prince George's County	\$5,606,263.01	\$10,091,273.42	\$15,697,536.43
Prince George's	City of Bowie	\$165,559.35	\$298,006.84	\$463,566.19
Prince George's	City of College Park	\$85,900.85	\$154,621.54	\$240,522.39

County	Qualifying Subdivision	Share of 25% Subdivision Fund (\$57,857,616.06)	Share of 45% Abatement Fund (\$104,143,708.91)	Total
Prince George's	Town of Cottage City	\$4,313.41	\$7,764.13	\$12,077.54
Prince George's	Town of Forrest Heights	\$7,342.17	\$13,215.90	\$20,558.07
Prince George's	City of Greenbelt	\$79,408.51	\$142,935.32	\$222,343.84
Prince George's	City of Hyattsville	\$53,839.12	\$96,910.41	\$150,749.53
Prince George's	City of Laurel	\$82,023.62	\$147,642.52	\$229,666.14
Prince George's	City of New Carrollton	\$36,742.30	\$66,136.14	\$102,878.45
Prince George's	Town of North Brentwood	\$1,441.31	\$2,594.36	\$4,035.67
Prince George's	City of Seat Pleasant	\$14,244.10	\$25,639.39	\$39,883.49
Prince George's	Town of Upper Marlboro	\$2,210.05	\$3,978.10	\$6,188.15
Queen Anne's	Queen Anne's County	\$515,079.05	\$927,142.30	\$1,442,221.35
Queen Anne's	Somerset County	\$268,240.73	\$482,833.32	\$751,074.05
St. Mary's	St. Mary's County	\$1,006,943.20	\$1,812,497.76	\$2,819,440.96
Talbot	Talbot County	\$308,255.70	\$554,860.26	\$863,115.95
Talbot	Town of Easton	\$75,997.37	\$136,795.27	\$212,792.64
Washington	Washington County	\$1,875,154.96	\$3,375,278.92	\$5,250,433.87
Washington	City of Hagerstown	\$199,146.59	\$358,463.86	\$557,610.44
Wicomico	Wicomico County	\$1,052,859.36	\$1,895,146.85	\$2,948,006.21
Wicomico	City of Salisbury	\$155,504.81	\$279,908.65	\$435,413.46
Worcester	Worcester County	\$637,349.22	\$1,147,228.60	\$1,784,577.82
Worcester	Town of Berlin	\$18,291.08	\$32,923.94	\$51,215.03

ANTHONY G. BROWN
Attorney General



CANDACE McLAREN LANHAM
Chief of Staff

CAROLYN A. QUATTROCKI
Deputy Attorney General

STATE OF MARYLAND
OFFICE OF THE ATTORNEY GENERAL

FACSIMILE NO.

WRITER'S DIRECT DIAL NO.

February 28, 2023

Dear Eligible Maryland Subdivision:

I write to provide you with an update on the recent developments in the opioids litigation. As you are likely aware, at the end of 2022, the Office of the Attorney General provisionally signed on to four new national opioids settlements with Teva Pharmaceuticals (manufacturer), Allergan plc (manufacturer), Walmart (pharmacy chain), and Walgreens (pharmacy chain). Final approval of these settlements is contingent upon sufficient participation among eligible subdivisions and the entry of acceptable consent judgments reflecting the settlement agreements' terms. To that end, you will be receiving soon a subdivision sign-on packet from Rubris, the settlement implementation administrator. Subdivisions must return the subdivision participation forms included in the packet by April 18, 2023 in order to receive full payment under the settlements.

Also included in the sign-on packet will be a State-Subdivision Agreement to govern the intrastate allocation of payments received by the State from these settlements, and I attach it here also. As several subdivisions have suggested, we are proposing the same intrastate allocation terms already agreed upon by the State and its subdivisions in the 2022 Janssen and distributors settlements. As before, subdivisions will receive 70 percent of the total abatement funding allocated to Maryland, with 25 percent coming directly from the Settlement Administrator, and another 45 percent of the total abatement funding distributed to subdivisions in the form of non-competitive grants from the Maryland Department of Health. The State will receive the remainder of the money allocated to Maryland under the settlements.

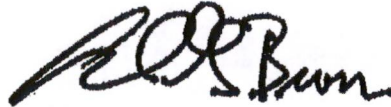
We are proposing only a single addition to the agreement that reflects feedback we have received from subdivisions and the Opioid Operational Command Center in the last year. The addition requires reasonable cooperation in implementing the settlements, mainly by the identification of the individuals who manage funds received from the settlements. Over the last year, a number of subdivisions have asked for greater opportunity for coordination and guidance with respect to the most effective utilization of settlement funds for the benefit of Marylanders, and we believe that this additional provision will help facilitate the State's efforts to provide that guidance and coordination.

We will notify you of upcoming briefings for subdivisions and other stakeholders on the structure and payment terms of the new settlements. In the meantime, please feel free to contact your outside counsel or my office (Brian Edmunds can be reached at 410-576-6578 or bedmunds@oag.state.md.us) if you have questions or concerns.

Finally, as I have mentioned to some of you, my Office decided last year not to join the CVS settlement at that time. Given CVS' large role in dispensing opioids in Maryland and the breadth of its release to include its subsidiaries Caremark and Aetna, we are taking a closer look before making a final decision about CVS.

We look forward to continuing to work with you as we all try to combat this deadly opioids epidemic and provide relief for Marylanders who continue to suffer from its harms.

Sincerely,

A handwritten signature in black ink, appearing to read "A.G. Brown". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Anthony G. Brown

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Havre de Grace city, MD
Reference Number: CL-386469

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioids settlements ("*New National Opioid Settlements*") have been reached between certain states, subdivisions, and the opioids manufacturers **Teva and Allergan and the retail pharmacy chains CVS, Walgreens, and Walmart** ("*Settling Defendants*"). **The CVS, Walgreens, and Walmart settlements also release conduct related to certain other drugs.** This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("*subdivision*").

You are receiving this *Participation Package* because Maryland has decided to move forward in the following settlements:

- **Teva**
- **Allergan**
- **Walgreens**
- **Walmart**

Maryland has decided not to move forward with a settlement with CVS at this time. Maryland's subdivisions are not eligible to participate in the CVS settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, Walgreens, and Walmart, including a release of any claims.
- *2023 State-Subdivision Agreement* Extending the Terms of the 2022 State-Subdivision Agreement for the Distributors and Janssen Settlements, with minor modifications, to the Teva, Allergan, Walgreens, and Walmart settlements.
- *February 28, 2023 Letter from Attorney General Brown* discussing the settlements and the proposed 2023 State-Subdivision Agreement.

The Participation Form for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your

subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to interstate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Brian Edmunds at the Maryland Attorney General's Office at (410) 576-6578 or bedmunds@oag.state.md.us.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Havre de Grace city	State: MD
Authorized Signatory: <u>WILLIAM T. MARTIN</u>	
Address 1: <u>711 PENNINGTON AVENUE</u>	
Address 2:	
City, State, Zip: <u>HAVRE DE GRACE, MD 21078</u>	
Phone: <u>(410) 939-1800</u>	
Email: <u>billm@havredegracemd.com</u>	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

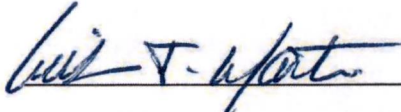
Signature: 
Name: WILLIAM T. MARTIN
Title: MAYOR
Date: 3/23/23



EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes [] No

Governmental Entity: Havre de Grace city	State: MD
Authorized Signatory: <u>WILLIAM T. MARTIN</u>	
Address 1: <u>711 PENNINGTON AVENUE</u>	
Address 2:	
City, State, Zip: <u>HAVRE DE GRACE, MD 21078</u>	
Phone: <u>(410) 939-1800</u>	
Email: <u>billm@havredegrace.md.com</u>	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“Allergan Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: William T. Martin
Name: WILLIAM T. MARTIN
Title: MAYOR
Date: 3/23/23



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes [] No

Governmental Entity: Havre de Grace city	State: MD
Authorized Signatory: <u>WILLIAM T. MARTIN</u>	
Address 1: <u>711 PENNINGTON AVENUE</u>	
Address 2:	
City, State, Zip: <u>HAVRE DE GRACE, MD 21078</u>	
Phone: <u>(410) 939-1800</u>	
Email: <u>billm@havredegrace.md.com</u>	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

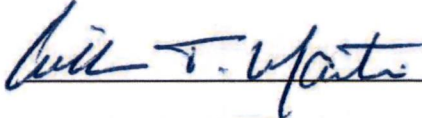
Signature: 
Name: WILLIAM T. MARTIN
Title: MAYOR
Date: 3/23/23



EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes [] No

Governmental Entity: Havre de Grace city	State: MD
Authorized Official: <u>WILLIAM T. MARTIN</u>	
Address 1: <u>711 PENNINGTON AVENUE</u>	
Address 2:	
City, State, Zip: <u>HAVRE DE GRACE, MD 21078</u>	
Phone: <u>(410) 939-1800</u>	
Email: <u>billm@havredegrace.md.com</u>	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: *William T. Martin*
Name: WILLIAM T. MARTIN
Title: MAYOR
Date: 3/23/23



**STATE-SUBDIVISION AGREEMENT BETWEEN THE STATE OF MARYLAND
AND PARTICIPATING LOCAL GOVERNMENTS ON PROCEEDS FROM
SETTLEMENT OF OPIOIDS LITIGATION AGAINST TEVA, ALLERGAN,
WALMART, AND WALGREENS**

INTRODUCTION

WHEREAS, the State of Maryland ("State") and its participating subdivisions previously reached a STATE- SUBDIVISION AGREEMENT BETWEEN THE STATE OF MARYLAND AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOIDS LITIGATION, effective January 21, 2022 (the "2022 State-Subdivision Agreement") (Exhibit A), that applied by its terms to the Janssen and Distributors National Settlement Agreements;

WHEREAS, the General Assembly implemented the terms of the 2022 State-Subdivision Agreement by enacting legislation codified at Md. Code Ann., State Finance & Procurement, Section 7-311(g) (2022);

WHEREAS, the State and its participating subdivisions wish at this time to participate in the Teva Global Opioids Settlement Agreement (December 20, 2022) ("Teva Agreement"), the Allergan Public Global Opioid Settlement (December 20, 2022) ("Allergan Agreement"), the Walmart Settlement Agreement (November 14, 2022), and the Walgreens Settlement Agreement (December 9, 2022), subject to the terms of these agreements (referred to collectively, hereinafter, as the "2022 Agreements"); and

WHEREAS, the State and its participating subdivisions wish to incorporate the terms of the 2022 State- Subdivision Agreement as closely as possible in this STATE-SUBDIVISION AGREEMENT BETWEEN THE STATE OF MARYLAND AND PARTICIPATING LOCAL GOVERNMENTS ON PROCEEDS FROM SETTLEMENT OF OPIOIDS LITIGATION AGAINST TEVA, ALLERGAN, WALMART, AND WALGREENS ("2023 State-Subdivision Agreement");

The State and its participating subdivisions agree as follows:

SECTION I (INCORPORATION)

- a. Except as otherwise specified in Section II below, the terms of the 2022 State-Subdivision Agreement are incorporated into this 2023 State-Subdivision Agreement as if fully set forth herein and shall apply to the State's and its participating subdivisions' receipt and holding of funds from the 2022 Agreements and their expenditure of funds received.

SECTION II (SPECIFIC CHANGES)

- a. The definition of "Executive Director," section I (g) of the 2022 State-Subdivision Agreement, is not incorporated in this 2023 State-Subdivision Agreement. Instead, "Executive Director" for purposes of this 2023 State-Subdivision Agreement, shall refer to the Special Secretary for Opioids Response or her designee or such other person designated by the Governor or by law to direct the Opioid Operational Command Center or any successor agency having substantially similar responsibilities and duties.
- b. The definition of "National Settlement Agreements," section I (n) of the 2022

State-Subdivision Agreement, is not incorporated in this 2023 State-Subdivision Agreement. Instead, "National Settlement Agreements" for purposes of this 2023 State-Subdivision Agreement, shall mean the Teva Global Opioids Settlement Agreement (December 20, 2022) ("Teva Agreement"), the Allergan Public Global Opioid Settlement (December 20, 2022) ("Allergan Agreement"), the Walmart Settlement Agreement (November 14, 2022), and the Walgreens Settlement Agreement (December 9, 2022), and shall include any and all amendments or corrections to those agreements issued on or before February 15, 2022.

- c. Section II(a) of the 2022 State-Subdivision Agreement is incorporated in this 2023 State-Subdivision Agreement, except that this agreement shall be dated April 15, 2023 and shall be effective on that date for all purposes under the National Settlement Agreement. Subdivisions that return Subdivision Settlement Participation Forms under the National Settlement Agreement shall be deemed to consent to this Agreement.
- d. Section III(b) of the 2022 State-Subdivision Agreement is not incorporated in this 2023 State-Subdivision Agreement. Instead, the following is substituted in its place: Any Subdivision receiving settlement proceeds pursuant to Section IV(a)(3) of this Agreement may use up to 15 percent received from the Walmart Agreement, the Teva Agreement, and/or the Allergan Agreement to pay for past Opioid Remediation consistent with Permitted Uses, subject to the accounting requirements of the National Settlement Agreement and the provisions of Section VI(a) of the State-Subdivision Agreement, as incorporated herein. Any Subdivision receiving settlement proceeds pursuant to Section IV(a)(3) of this Agreement may use up to 5 percent received from the Walgreens Agreement to pay for past Opioid Remediation consistent with Permitted Uses, subject to the accounting requirements of the National Settlement Agreement and the provisions of Section VI(a) of the State-Subdivision Agreement, as incorporated herein.
- e. In the event of any other potential conflict between the terms of the National Settlement Agreements and the provisions of the 2022 State-Subdivision Agreement incorporated by Sections I and II of this 2023 State-Subdivisions Agreement, this 2023 State-Subdivision shall be construed to reflect, as nearly as permissible, the terms of the 2022 State-Subdivision Agreement.

SECTION III (ADDITIONAL PROVISIONS)

- a. The subsections of this Section III shall govern the 2023 State-Subdivision Agreement in addition to and notwithstanding any inconsistent provisions of the 2022 State-Subdivision Agreement.
- b. Subdivisions shall cooperate reasonably with the Attorney General, the Secretary, and the Executive Director regarding the statewide coordination of planning, activities, expenditures, and reporting under the 2022 State-Subdivision Agreement, this 2023 State-Subdivision Agreement, and the National Settlement Agreements, including by providing contact information for persons responsible for the management and expenditure of funds received under opioids settlements.

Signature: William T. Martin
Name: WILLIAM T. MARTIN
Title: MAYOR
Date: 3/23/23