



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078

410-939-1800

WWW.HAVREDEGRACEMD.COM

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, August 14, 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.

The Council intends to close part of the meeting to consider acquisition of real property for a public purpose. The public may attend the open session and observe the vote of Council to move into closed session at agenda item #18. The closing statement will be read into the record and will be available for public inspection. The Council will not reconvene in open session after the closed session.



COUNCIL MEETING AGENDA

August 14, 2023

711 Pennington Avenue, Havre de Grace, Maryland

7:00 p.m.

Public Hearing on Ordinance No. 1113 concerning Amending Portions of Chapter 205 Zoning – Commercial/Industrial Districts

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

Public Hearing on Ordinance No. 1114 concerning Establishing Tax Credits for Vacant Lot Conversions to Public Parking in the Downtown Business District

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 ESTABLISH TAX CREDITS FOR THE CONVERSION OF VACANT LOTS IN THE CITY'S DOWNTOWN BUSINESS DISTRICT TO PUBLIC PARKING

Public Hearing on Ordinance No. 1115 concerning Changing the Traffic Pattern on Erie Street

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, 34, 65, AND 66 OF THE HAVRE DE GRACE CITY CHARTER TO CHANGE THE TRAFFIC PATTERN ON ERIE STREET

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Opening Prayer: Robin Stokes, Ames United Methodist Church
5. Approval of the Minutes:
 - A. City Council Meeting Minutes – July 17, 2023
6. Comments from Citizens
7. Appointments: None
8. Recognitions: None
9. Proclamations: None
10. Presentations:
 - A. ThinkBig Networks (Mark Wagner, Dee Anna Sobczak, David Ensley)
 - B. Truck Traffic Workgroup (CM Boyer)

11. Resolutions:

A. **Calendar Resolution concerning Authorizing an Agreement with Havre de Grace Arts Collective for a Piece of Public Art (CM Jones)**

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 FOR AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE INSTALLATION, MAINTENANCE AND OWNERSHIP OF A PIECE OF PUBLIC ART

12. Ordinances:

A. **Ordinance concerning Adopting Truck Traffic Workgroup Recommendations and Amending City Code 190-21: First Reading (CM Boyer)**

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 ADOPT TRUCK TRAFFIC WORKGROUP RECOMMENDATIONS AND TO AMEND CITY CODE §190-21

B. **Ordinance concerning Approving a Contract with ThinkBig Networks LLC: First Reading (CP Ringsaker)**

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 APPROVE CONTRACT WITH THINKBIG NETWORKS LLC

13. Old Business:

- A. Declaration of State of Emergency: 2023-03 for 800 block of Erie Street (CP Ringsaker)

14. New Business: None

15. Directors Report: None

16. Business from Mayor Martin

17. Business from Council:

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

18. Motion to Move into Closed Session (CP Ringsaker)

- A. Consider the Acquisition of Real Property for a Public Purpose

19. Adjournment

[Note: The original Council meeting of 8/7/2023 was postponed due to impending severe inclement weather. The meeting was postponed to 8/14/2023 with this modified agenda.]

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1113 concerning Amending Portions of City Code
Chapter 205 - Zoning - Commercial/Industrial District
(Public Hearing)**

Date: **7/18/2023**

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 August 14, 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: Zoning maps included as supplemental material.

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. 1113

Introduced by Council Member 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

On: July 17, 2023
at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for August 14, 2023 at 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

31 Pertinent sections of City Code 205-Zoning are amended below with additions shown as
32 underlined, and deletions shown within **[bold brackets]**.

33
34 § 205-5 Zoning districts.

35 For the purposes of this chapter, the incorporated territory of Havre de Grace, Maryland, is hereby
36 divided into the following districts:

37	R	Residential District
	R-1	Residential District
	R-2	Residential District
	RB	Residential Business District
	RO	Residential Office District
	MOE	Mixed Office/Employment District
	C	Commercial District
	<u>I</u>	<u>Industrial District</u>

38
39 § 205-15 Conditional Uses

40 B. **[Cottage dwellings]** Accessory dwelling units meeting the requirements of this chapter.

41 § 205-18 Conditional Uses

42 B. **[Cottage dwellings]** Accessory dwelling units meeting the requirements of this chapter.

43 § 205-21 Conditional Uses

44 D. **[Cottage dwellings]** Accessory dwelling units meeting the requirements of this chapter.

45 § 205-25 Conditional Uses

46 E. **[Cottage dwellings]** Accessory dwelling units meeting the requirements of this chapter.

47 § 205-27 Conditional Uses

48 E. **[Cottage dwellings]** Accessory dwelling units meeting the requirements of this chapter.

49

Article IX

C Commercial District

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52
53 § 205-36 **Principal permitted uses.**

54 The following are principal permitted uses in the Commercial District:

55 A. Community facilities.

56 B. Offices.

57 C. Health care facilities.

58 **[D. Marinas.]**

59 D. [E] Retail businesses.

60 E. [F] Theaters and restaurants **[, including sidewalk cafes].**

61 F. [G] Personal service shops.

62 **[H. Freight and passenger terminals.]**

63 **[I. Parking facilities.]**

64 G. [J] Churches meeting Lot Specification H, Table I.

- 65 H. [K]. Schools.
- 66 I. [L]. Clubs, provided that any principal building or swimming pool shall be located not
- 67 less than 100 feet from any other lot in any residential district.
- 68 **[M. Public utility structures.]**
- 69 J. [N] Uses related of the sale, rental, maintenance or storage of passenger vehicles,
- 70 including automobiles, bicycles, motorcycles, trucks, boats, travel trailers and mobile
- 71 homes, but not including mobile home parks.
- 72 K. [O] Hotels and motels.
- 73 L. [P]. Amusement centers.
- 74 M. [Q.] **[Animal care facilities.]** Veterinarian clinics.
- 75 N. [R.] Wholesaling.
- 76 O. [S.] Storage.
- 77 **[T. Greenhouses.]**
- 78 P. [U.] Outside sales.
- 79 **[V. Manufacturing uses.]**
- 80 Q. [W.] Laboratories less than 5,000 square feet of gross floor area, but not including high
- 81 explosives or hazardous chemicals which would present an off-site hazard.
- 82 R. [X.] Banks.
- 83 S. [Y.] Auto repair and service center.
- 84 T. [Z.] Distillery, craft.
- 85 U. [AA]. Childcare facility.
- 86 V. Cannabis uses:
- 87 (1) Cannabis dispensary.
- 88 (2) Cannabis dispensary with cannabis processing accessory use.
- 89 (3) Independent cannabis testing laboratory.

90
91 § 205-37 **Conditional uses.**

92 The **[Planning Commission]** Board of Appeals may permit the following conditional uses:

- 93 A. Funeral establishments, provided that the principal vehicular access shall be located on
- 94 a public right-of-way not less than 50 feet wide and site illumination shall be limited to
- 95 parking areas and landscaped areas.
- 96 B. Gas stations, provided no gas station shall be located within the Chesapeake Bay at
- 97 mean high tide critical area as shown on the Critical Area Map.
- 98 C. Flea markets and auction establishments, provided that the activity and storage is
- 99 conducted in a completely enclosed structure.
- 100 **[D. Public utilities, work buildings and storage yards, provided that all outside**
- 101 **storage is screened from all adjoining properties.]**
- 102 **[E. Shooting ranges.]**
- 103 D. [F.] **[Towers.]** Public utility structures, telecommunication towers and facilities as
- 104 described under Chapter 145 of the City Code
- 105 E. [G.] Cemeteries.
- 106 F. [H.] Temporary commercial circuses and carnivals, provided that:
- 107 (1) Occupancy permits may be issued for a period not exceeding 15 days.
- 108 (2) Such uses shall not be located closer than 200 feet from a residential district.
- 109 (3) A minimum lot area of one acre shall be provided.
- 110 **[I. Uses requiring presses over 10 tons.]**
- 111 G. [J.] Bakery meeting Lot Specification O, Table I.
- 112

- 113 H. [K.] Laundry, clothes cleaning, dyeing, carpet cleaning and linen supply meeting Lot
114 Specification O, Table I.
- 115 I. [L.] Wholesaling meeting Lot Specification O, Table I.
- 116 J. [M.] Offices meeting Lot Specification O, Table I.
- 117 K. [N.] Retail sales meeting Lot Specification O, Table I.
- 118 L. [O.] Banks meeting Lot Specification O, Table I.
- 119 M. [P.] Personal service shops meeting Lot Specification O, Table I.
- 120 **[Q. Uses not designated principal permitted or conditional in any other zone and not**
121 **prohibited by other state or local law.]**
- 122 N. [R.] Distillery.
- 123 (1) Any distillery shall conform to § 205-11, PERFORMANCE STANDARDS AND
124 CONDITIONS, and the applicant shall provide expert, sworn testimony certifying
125 that the proposed use will comply with said standards and conditions.
- 126 (2) No distillery shall be located within 500 feet of any structure containing residences.
- 127 (3) All loading and unloading shall be permitted at the rear of the building only, unless
128 the view is fully screened from any public street or adjacent residential use. Loading
129 and unloading shall only take place at a loading dock or other area integral to the
130 principal building.
- 131 (4) Any roof-top equipment used for the distillation process shall be screened from
132 view from any public street.
- 133 (5) A craft distillery shall not produce more than 25,000 gallons of intoxicating liquors
134 per year.
- 135 O. [S.] Pain management clinic.
- 136 (1) No pain management clinic shall be permitted to be located within 1,000 feet of
137 another pain management clinic, or within 2,000 feet of a public or private school,
138 day-care facility or public recreational facility. For the purposes of establishing the
139 distance between pain management clinics, an applicant shall provide a certified
140 survey from a registered surveyor demonstrating the distance between the proposed
141 pain management clinic and the above-referenced uses. The distance shall be
142 measured from property line to property line.
- 143 (2) The hours of operation of a pain management clinic shall be limited to 7:00 a.m. to
144 5:00 p.m., Monday through Friday.
- 145 (3) The minimum size of any pain management facility shall be 1,000 square feet.
- 146 (4) The dispensing of all medications shall be within an enclosed building.
- 147 (5) Patients shall not be permitted to loiter or congregate outside the facility.
- 148 P. Laboratories over 5,000 square feet in gross floor area.
- 149 Q. Clean manufacturing
- 150 R. Uses related of the sale, rental, maintenance or storage of commercial vehicles,
151 including automobiles, bicycles, motorcycles, trucks, boats, travel trailers and mobile
152 homes, but not including mobile home parks.
- 153

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155
156

Article XIII
I Industrial District

157 **§ 205-49 Principal permitted uses.**

158 The following are principal permitted uses in the Industrial District:

- 159 A. Freight and passenger terminals.
- 160 B. Uses related of the sale, rental, maintenance or storage of passenger and commercial
- 161 vehicles, including automobiles, bicycles, motorcycles, trucks, boats, travel trailers and
- 162 mobile homes, but not including mobile home parks.
- 163 C. Animal care facilities and veterinarian clinics.
- 164 D. Wholesaling.
- 165 E. Storage.
- 166 F. Greenhouses.
- 167 G. Manufacturing uses.
- 168 H. Laboratories but not including high explosives or hazardous chemicals which would
- 169 present an off-site hazard.
- 170 I. Auto repair and service center.
- 171 J. Distillery, craft.
- 172 K. Cannabis uses:
- 173 (1) Cannabis grower.
- 174 (2) Cannabis processing.

175
176 **§ 205-50 Conditional uses.**

177 The Board of Appeals may permit the following conditional uses:

- 178 A. Gas stations, provided no gas station shall be located within the Chesapeake Bay at
- 179 mean high tide critical area as shown on the Critical Area Map.
- 180 B. Public utilities, work buildings and storage yards, provided that all outside storage is
- 181 screened from all adjoining properties.
- 182 C. Shooting ranges.
- 183 D. Public utility structures, telecommunication towers and facilities as described under
- 184 Chapter 145 of the City Code
- 185 E. Temporary commercial circuses and carnivals, provided that:
- 186 (1) Occupancy permits may be issued for a period not exceeding 15 days.
- 187 (2) Such uses shall not be located closer than 200 feet from a residential district.
- 188 (3) A minimum lot area of one acre shall be provided.
- 189 F. Uses requiring presses over 10 tons.
- 190 G. Bakery meeting Lot Specification O, Table I.
- 191 H. Laundry, clothes cleaning, dyeing, carpet cleaning and linen supply meeting Lot
- 192 Specification O, Table I.
- 193 I. Wholesaling meeting Lot Specification O, Table I.
- 194 J. Uses not designated principal permitted or conditional in any other zone and not
- 195 prohibited by other state or local law.
- 196 K. Pain management clinic.
- 197 (1) No pain management clinic shall be permitted to be located within 1,000 feet of
- 198 another pain management clinic, or within 2,000 feet of a public or private school,
- 199 day-care facility or public recreational facility. For the purposes of establishing the

- 200 distance between pain management clinics, an applicant shall provide a certified
- 201 survey from a registered surveyor demonstrating the distance between the proposed
- 202 pain management clinic and the above-referenced uses. The distance shall be
- 203 measured from property line to property line.
- 204 (2) The hours of operation of a pain management clinic shall be limited to 7:00 a.m. to
- 205 5:00 p.m., Monday through Friday.
- 206 (3) The minimum size of any pain management facility shall be 1,000 square feet.
- 207 (4) The dispensing of all medications shall be within an enclosed building.
- 208 (5) Patients shall not be permitted to loiter or congregate outside the facility.
- 209 L. Laboratories over 5,000 square feet in gross floor area.
- 210 M. Clean manufacturing
- 211 N. Churches meeting Lot Specification H, Table I.
- 212 O. Schools.
- 213 P. Clubs, provided that any principal building or swimming pool shall be located not less
- 214 than 100 feet from any other lot in any residential district.
- 215 Q. Cannabis processing joined with a cannabis dispensary as an accessory use.
- 216 R. Child care facility.
- 217 S. Commercial bakery without a store front.

218
 219 In accordance with the provisions of the Maryland Ann. Code, Land Use Article, §4-203 and the
 220 City Charter requirements, this ordinance shall become effective no earlier than ten days after the
 221 close of the public hearing on the Zoning Code amendments set forth herein.

222
 223 **NOW, THEREFORE,** it is determined, decided, and ordained by the City Council that _____
 224 is hereby approved.

225
 226 ADOPTED by the City Council of Havre de Grace, Maryland this __ day of _____, 2023.

227
 228 SIGNED by the Mayor and attested by the Director of Administration this ____ day of _____,
 229 2023.

230
 231
 232 ATTEST:

MAYOR AND CITY COUNCIL
 OF HAVRE DE GRACE

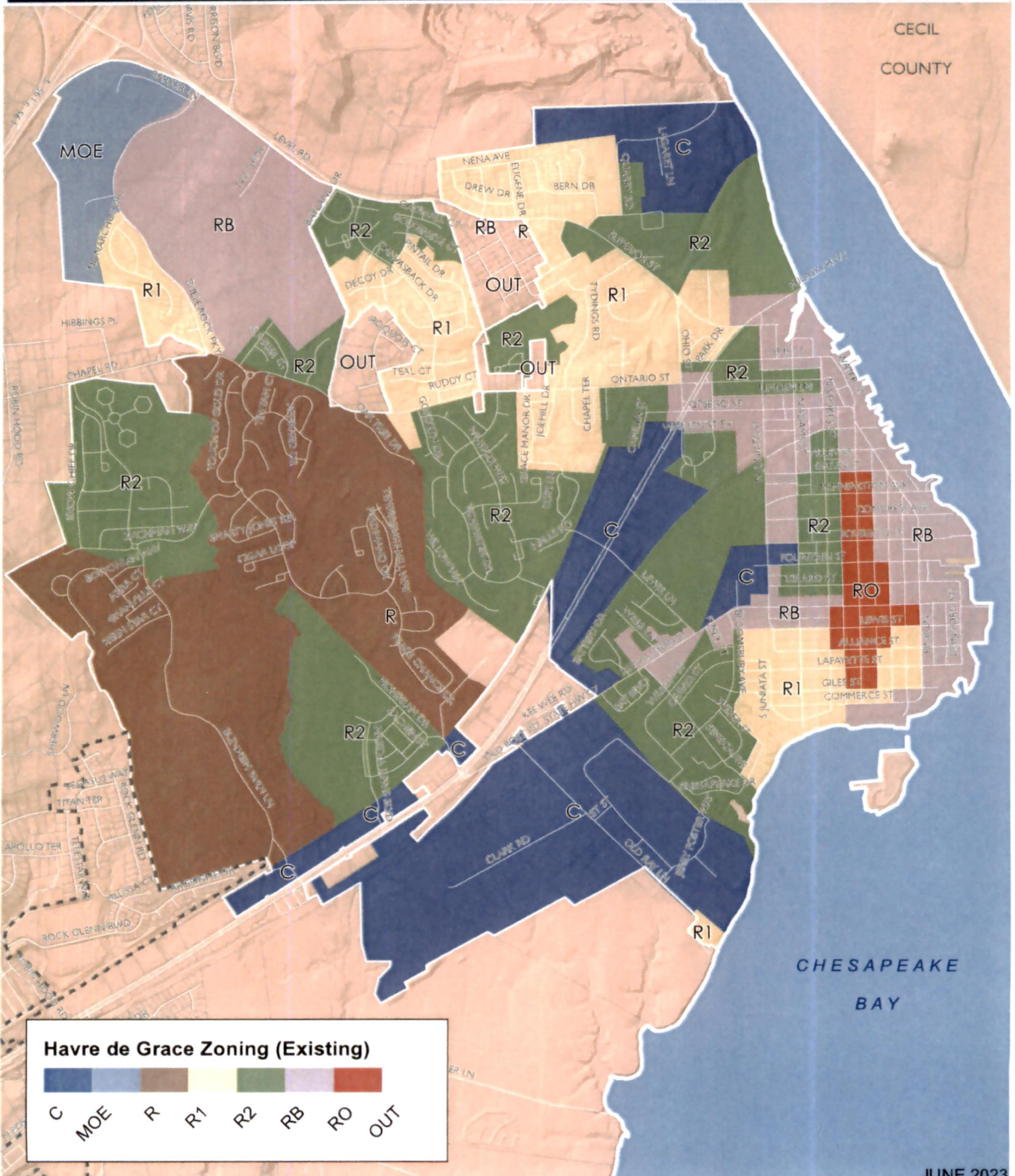
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 235 _____
 236 Stephen J. Gamatoria
 237 Director of Administration

 William T. Martin
 Mayor

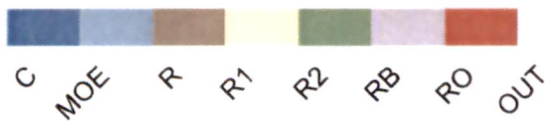
238
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 240 Introduced/First Reading: 7/17/2023
 241 Public Hearing:
 242 Second Reading/Adopted:
 243
 244 Effective Date:
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ZONING MAP (Existing)

City of Havre de Grace



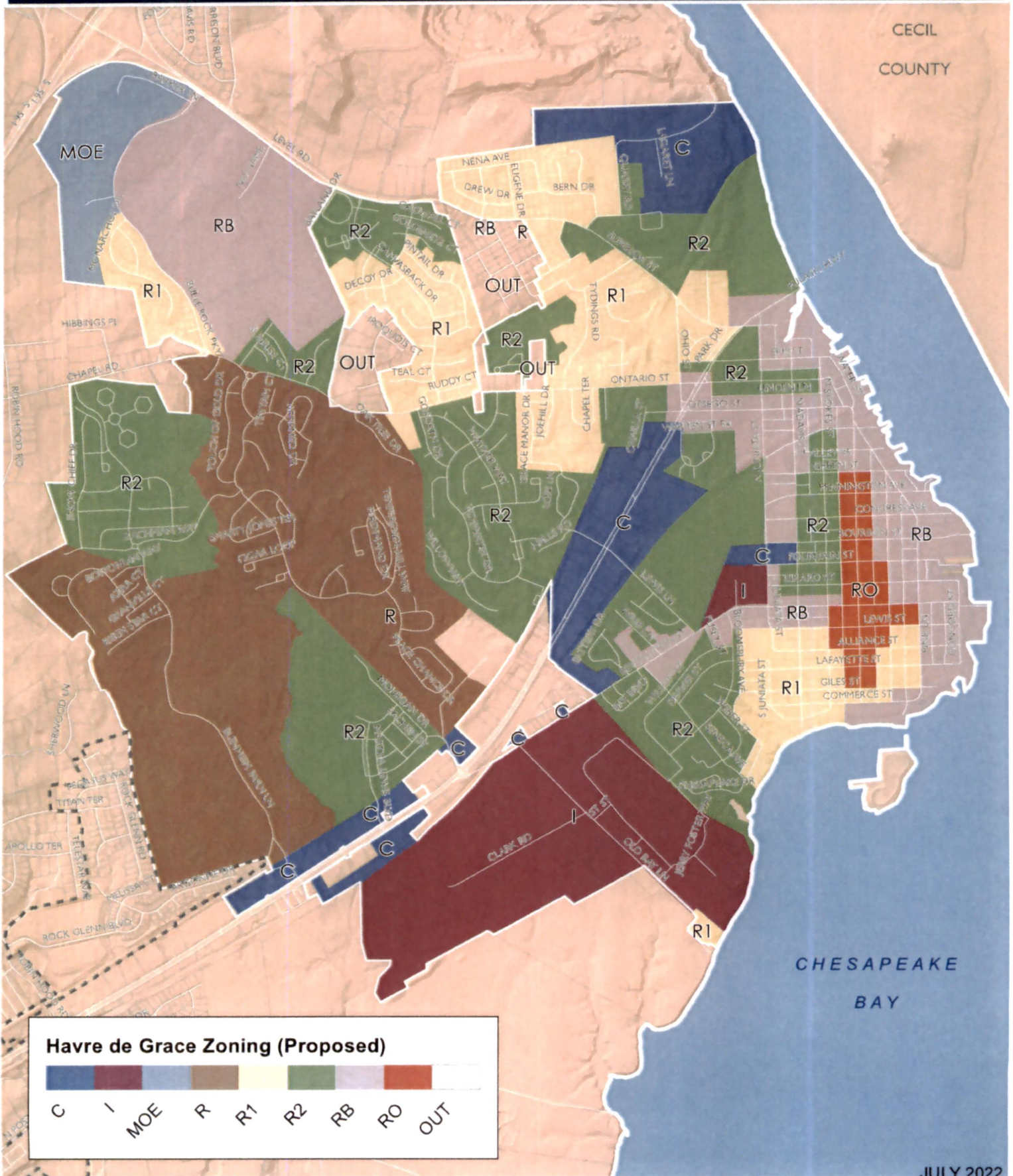
Havre de Grace Zoning (Existing)



DRAFT

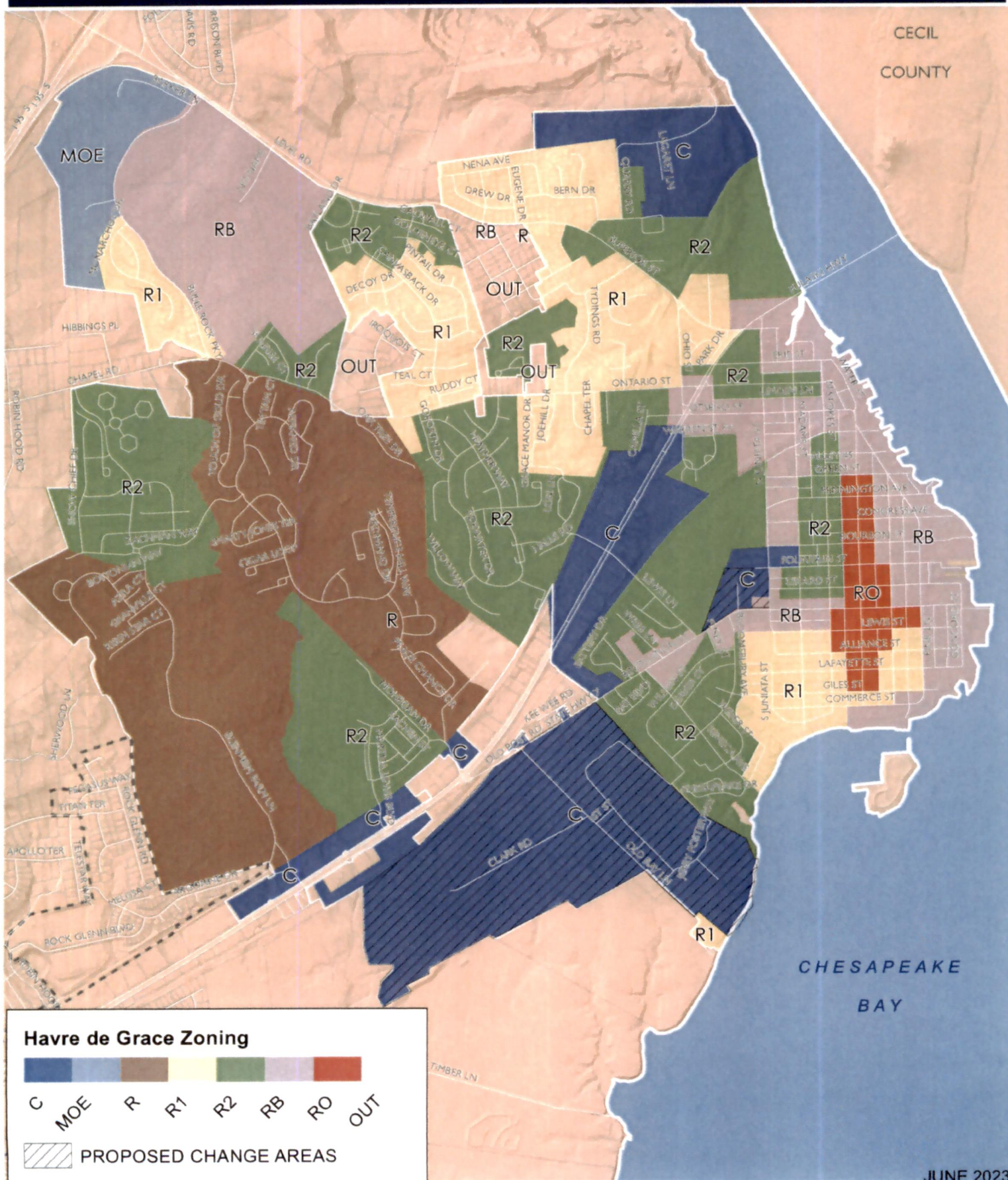
PROPOSED ZONING MAP

City of Havre de Grace



PROPOSED ZONING CHANGE AREAS

City of Havre de Grace



CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1114 concerning Establishing Tax Credits for the Conversion of Vacant Lots to Public Parking (Public Hearing)**

Date: **7/18/2023**

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 August 14, 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

ORDINANCE NO. 1114

Introduced by Council Member Robertson

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 ESTABLISH TAX CREDITS FOR THE CONVERSION OF VACANT LOTS IN THE CITY'S DOWNTOWN BUSINESS DISTRICT TO PUBLIC PARKING

On: July 17, 2023
at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for August 14, 2023 at 7:00 p.m.

EXPLANATION
Underlining indicates matter added to existing law.
[Bold Brackets] indicate matter deleted from existing law.
Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

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33 **WHEREAS**, The American Rescue Plan Act of 2021 was signed into law by President Joseph
34 Biden on March 11, 2021; and

35
36 **WHEREAS**, The American Rescue Plan Act of 2021 authorized The Coronavirus State and Local
37 Fiscal Recovery Funds (“SLFRF”); and

38
39 **WHEREAS**, SLFRF delivered 13.8 million dollars to the Mayor and City Council of Havre de
40 Grace (“the City”); and

41
42 **WHEREAS**, it was decided that the majority of the funds allocated to the City from SLFRF would
43 be used towards two categories: 1. critical infrastructure upgrades, 2. Improvements to the City’s
44 historic downtown business community; and

45
46 **WHEREAS**, in January and February 2022, the City retained a consultant to develop a downtown
47 revitalization plan, which included a solicitation of interested citizens of Havre de Grace to
48 participate in a series of public meetings known as charrettes, during which the citizens collectively
49 provided input into the planning phase of renovating the City’s downtown business district; and

50
51 **WHEREAS**, the plan to renovate the City’s downtown business district developed through this
52 collaborative process is known as the Havre de Grace Restoration Plan; and

53
54 **WHEREAS**, through the Havre de Grace Restoration Plan, the City's downtown district will be
55 revitalized to encourage social and economic engagement opportunities for a varied array of
56 interested stakeholders, including residents, visitors, business owners, motorists, pedestrians, and
57 bicyclists alike, by recreating open, walkable, accessible, and shared-use spaces while improving
58 critical infrastructure and restoring the City’s downtown treasured character, charm, and grace that
59 characterize our historic City; and

60
61 **WHEREAS**, the Havre de Grace Restoration Plan is currently progressing through the engineering
62 phase based on the results of the collaborative process described above; and

63
64 **WHEREAS**, part of the Havre de Grace Restoration Plan will convert parking patterns along
65 certain streets downtown from angled parking to parallel parking, resulting in the reduction of the
66 number of parking spaces along portions of certain streets; and

67
68 **WHEREAS**, Md. Tax-Property Code Ann. § 9-225 enables the governing body of a municipal
69 corporation to grant a tax credit against the property tax imposed on real property, up to the amount
70 of property taxes levied by the municipal corporation: “(1) for that portion of the property that is
71 leased, occupied, and used by a municipal corporation; and (2) for which the municipal corporation
72 is contractually liable under the lease.”; and

73
74 **WHEREAS**, to counteract the loss of parking spaces contemplated under the Havre de Grace
75 Restoration Plan, the Mayor has directed the administration to develop a parking plan that could
76 utilize and incentivize private property owners located in the downtown business district to allow
77 their property to be used as off-street parking; and

78

79 **WHEREAS**, the Mayor has developed a 5-Point Parking Plan to include the following elements:

- 80 1. Offer tax incentives to private landowners to encourage converting vacant downtown
81 lots into public parking areas.
- 82 2. Reconfigure existing City parking lots to maximize the number of parking spaces.
- 83 3. Add angled parking along Congress Avenue between Washington Street and Market
84 Street.
- 85 4. Relocate and repurpose the Visitors Center, which will (a) move the current staff and
86 operations to the Opera House and (b) reduce the footprint to create a “Hospitality
87 Station” equipped with public restrooms, and allow for the demolition of a portion of
88 the Visitor Center to open up land for more parking.
- 89 5. Keeping The Tide Trolley free. This convenient and environmentally friendly mode
90 of transportation allows visitors to park in central locations and easily access downtown
91 businesses and attractions; and
92

93 **WHEREAS**, to implement the 5-Point Parking Plan, the Mayor requests Council to approve the
94 property tax credit for property owners who agree that their vacant lot can be used by the City for
95 public parking.

96 **NOW THEREFORE**, be it decided, determined, and ordained that the City Code Chapter 177
97 Taxation be amended as follows:

98
99
100 **VII Tax Credit for Conversion of Vacant Lots in the City’s Downtown Business District to**
101 **Public Parking**

- 102 1. The Mayor is authorized to:
 - 103 a. Locate and identify empty downtown lots that might be suitable for public parking; located
104 within or 500 feet in any direction past the boundaries of the City’s Arts and Entertainment
105 District (as defined by Resolution 2018-08) that might be suitable for public parking;
 - 106 b. For interested property owners in the area noted, the Mayor may enter a lease on the
107 following terms and conditions:
 - 108 i. The lease term would be for 12 months and could be renewed annually by consent
109 of both parties.
 - 110 ii. The lease cost would be equivalent to the Havre de Grace City property tax.
 - 111 iii. The owner would pay the property tax.
 - 112 iv. The city will give a full or partial pro-rata credit based on the pro-rata area of
113 property used for parking.
 - 114 v. The City will add the leased property to its inventory of property as a public parking
115 lot for purposes of its municipal insurance policy.
 - 116 vi. The City will maintain the parking area.

- 120 vii. To maximize parking spaces:
- 121 1. The owner will allow the City to make “parking lines” using washable
- 122 marking materials as needed to maximize parking spaces.
- 123 2. The city will be permitted to make minor improvements at predetermined
- 124 maximum costs (e.g., crusher run, walking paths as needed) within allowed
- 125 City budget items for property repair and maintenance.
- 126
- 127 2. The Mayor may add additional reasonable terms and conditions to lease vacant property
- 128 located in the City’s Arts and Entertainment District for additional public parking spaces as he
- 129 deems necessary to further the purposes of the 5-Point Parking Plan so long as the lease term,
- 130 tax credits, and parking charges do not exceed the terms established by section 1 (b)(ii) or by
- 131 section 1 (b)(iv).
- 132

133 **NOW, THEREFORE,** it is determined, decided, and ordained by the City Council that the
134 foregoing amendments to the City Code are hereby approved.

135

136 ADOPTED by the City Council of Havre de Grace, Maryland this ___ day of _____, 2023.

137

138 SIGNED by the Mayor and attested by the Director of Administration this ___ day of
139 _____, 2023.

140

141

142 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

143

144

145 _____

146 Stephen J. Gamatoria

147 Director of Administration

145 _____

146 William T. Martin

147 Mayor

148

149

150 Introduced/First Reading: 7/17/2023

151 Public Hearing:

152 Second Reading/Adopted:

153

154 Effective Date:

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1115 concerning Changing the Traffic Pattern
on Erie Street**

(Public Hearing)

Date: **7/18/2023**

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 August 14, 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

ORDINANCE NO. 1115

Introduced by _____ Council Member Boyer _____

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, 34, 65, AND 66 OF THE HAVRE DE GRACE CITY CHARTER TO CHANGE THE TRAFFIC PATTERN ON ERIE STREET

On: July 17, 2023

at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for August 14, 2023 at 7:00 p.m.

<u>EXPLANATION</u>
<u>Underlining</u> indicates matter added to existing law.
[Bold Brackets] indicate matter deleted from existing law.
Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

29
30

31 **WHEREAS**, in August 2008, the Maryland Transportation Authority and the City of
32 Havre de Grace closed Erie Street between Juniata Street and U.S. Route 40 in Havre de Grace for
33 the Thomas J. Hatem Memorial Bridge preservation project but allowed Erie Street to remain open
34 (two way) to local traffic only so residents could access it from eastbound U.S. Route 40.; and
35

36 **WHEREAS**, by Resolution 2011-11 the City Council made the westernmost part of the
37 800 block of Erie Street a one way street and prevented westbound traffic on Erie from entering
38 U.S. Route 40 and allowing two-way, local traffic only for the rest of the street; and
39

40 **WHEREAS**, in February 2016 the Mayor signed Executive Order 2016-01 re-opening the
41 800 block of Erie to two-way traffic with access to U.S. Route. 40, at the request of the State
42 Highway Administration, noting that the change of traffic flow on the 800 block of Erie Street had
43 caused severe traffic congestion and a safety issue at the intersection of Ohio and Ontario Streets;
44 and
45

46 **WHEREAS**, at the June 5, 2023 City Council meeting citizens residing on the 800 block
47 of Erie Street testified about ongoing property damage and personal safety concerns due to
48 increased car and truck traffic through the narrow residential street by vehicles accessing U.S.
49 Route 40 from Juniata Street; and
50

51 **WHEREAS**, the Mayor issued Declaration 2023-01 stating that emergency conditions
52 existed and executed emergency Executive Order 2023-01 effective on June 15, 2023 making the
53 800 block of Erie Street for one way eastbound traffic only from U.S. Route 40 to Juniata Street
54 for a thirty-day period subject to extension by the City Council for another thirty days to give the
55 City Council time to review the matter and enact an ordinance for a more permanent solution to
56 the traffic patterns on Erie Street; and
57

58 **WHEREAS**, the 800 block of Erie Street is a narrow residential street approximately 29
59 feet wide with 30 residences and only 11 driveways with parking permitted on both sides of the
60 street; and
61

62 **WHEREAS**, the street was clearly marked for no truck traffic, yet trucks over five (5) ton
63 Gross Vehicle Weight Rating ("GVWR") continuously used the 800 block of Erie Street to access
64 U.S. Route 40; and
65

66 **WHEREAS**, since 2016, the City received a steady volume of complaints from citizens
67 living on the 800 block of Erie Street reporting safety concerns as well as multiple reported cases
68 of destruction of personal property due to the high volume of two- way traffic on such a narrow
69 street; and
70

71 **WHEREAS**, the 800 block of Erie Street was used for both ingress and egress to U S.
72 Route 40 by a high volume of traffic inundating the residential street with nearly continuous traffic
73 and creating a public safety threat for citizens living in the area; and
74

75 **WHEREAS**, since the implementation of the 2023 Executive Order the issues have been
76 resolved and there has been no adverse impact on the public who are still able to use existing routes
77 from Maryland State Highway 7A, known as Otsego Street to access U.S. Route 40; and
78

79 **WHEREAS**, the Ambulance Corp and Susquehanna Hose Company have no concerns
80 about the 800 block of Erie Street being one way with access only from U.S. Route 40; and
81

82 **WHEREAS**, the Public Safety Committee of the City Council has reviewed the traffic
83 patterns and reached a consensus that one-way traffic on the 800 block of Erie Street should be
84 continued;
85

86 **NOW THEREFORE**, it is this ____ day of August, 2023 determined, decided and
87 ordained by the Mayor and City Council:
88

89 The 800 block of Erie Street shall remain open only to one-way traffic eastbound from U.S.
90 Route 40 to Juniata Street.
91

92 ADOPTED by the City Council of Havre de Grace, Maryland this ____ day of ____, 2023.
93

94 SIGNED by the Mayor and attested by the Director of Administration this ____ day of _____,
95 2023.
96

97
98 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

100
101 _____
102 Stephen J. Gamatoria
103 Director of Administration
104

100
101 _____
102 William T. Martin
103 Mayor
104

105
106 Introduced/First Reading: 7/17/2023

107 Public Hearing:

108 Second Reading/Adopted:
109

110 Effective Date:
111

112 Legislative History and Related Material

113 Resolution 2011-11

114 Executive Order 2016-01

115 Executive Order 2023-01

116 Declaration 2023-01

117 City Council meeting minutes and video archive June 15, 2023



July 17, 2023

Council Meeting Proceedings

711 Pennington Avenue, Havre de Grace, Maryland

7:00 p.m.

The regular meeting of the Mayor and City Council was called to order on July 17, 2023, at 7:01 p.m. with Mayor Martin presiding. Council Members present: CM Boker, CM Boyer, CM Jones, CM Robertson, and CM Schneegas. Council Member absent: CP Ringsaker.

The Pledge of Allegiance was recited, and the opening prayer was given by Pastor Jim Sterner, Webster United Church of Christ.

Approval of Minutes

City Council Meeting Minutes – CM Jones moved to approve the Council Meeting minutes of June 20, 2023. Second by CM Schneegas. Motion carried 4-0 with CM Boyer abstaining due to her absence.

City Council Public Hearing Minutes – CM Boyer moved to approve the Council Public Hearing minutes of July 3, 2023. Second by CM Schneegas. Motion carried 3-0 from those attending the public hearing: CM Boyer, CM Jones, and CM Schneegas.

(Note: there were no Council Meeting minutes for July 3, 2023 due to the lack of a quorum.)

Comments from Citizens

Carol Allen, 814 Market Street, Havre de Grace, spoke in support of the National Lighthouse Day special event and thanked the Council for the provisional approval that allowed them to begin their publicity.

Nayeli Garcia Mowbray, 3529 Level Road, Havre de Grace, spoke on behalf of the Green Team in support of Ordinance No. 1112 Green Team Composting agreement and gave information on the program.

Ennise Bloom, 139-141 Weber Street, Havre de Grace, spoke in support of the Yoga on the Green special event and gave information on the Green Team Heirloom Garden program.

Kyle Hurst, 311 Goldeneye Court, Havre de Grace, of Battery Island Brewing Company requested to have a lease agreement with the City to use the City right-of-way on the corner of 101 N. Washington Street and Congress Avenue to put up fencing for outdoor seating.

Rachel McCloskey, 569 Lewis Street, Havre de Grace, spoke on the tabled resolution for a license agreement for her property at 569 Lewis Street.

Appointments

CM Schneegas made a motion to accept the reappointment of Bill Putland to the Board of Appeals. Second by CM Boyer. Motion carried 5-0.

CM Schneegas made a motion to accept the appointment of Carol Barnett to the Board of Election Supervisors. Second by CM Boyer. Motion carried 5-0.

CM Boyer made a motion to accept the reappointments of Wanda Boker, Maura Burton, Morgan Jones, Vicki O'Keefe, Chris Stathes, and Deborah Stathes to the Cultural Exchange Commission. Second by CM Boker. Motion carried 5-0. Mayor Martin and CM Boyer discussed the upcoming trip to Mumbles on September 17-23.

CM Robertson made a motion to accept the reappointment of Warren Hartenstine to the Economic Development Advisory Board. Second by CM Jones. Motion carried 5-0.

CM Jones made a motion to accept the reappointment of Roger Lee to the Historic Preservation Commission. Second by CM Schneegas. Motion carried 5-0.

CM Boyer made a motion to accept the reappointment of Sheryl Coleman to the Street & Traffic Safety Advisory Board. Second by CM Robertson. Motion carried 5-0.

CM Jones made a motion to accept the reappointment of Ron Browning to the Tourism Advisory Board. Second by CM Boker. Motion carried 5-0.

CM Boyer made a motion to accept the reappointment of Kirk Smith to the Tree Commission. Second by CM Schneegas. Motion carried 5-0.

Oath of Office

Mayor Martin administered the oath of office to Carol Barnett of the Board of Election Supervisors.

Presentations

Historic Preservation Commission 2023 Beautification Awards – The Historic Preservation Commission presented the awards to: John Wright & Carolyn Spaulding-Wright (700 Revolution Street), David Mackey (728 N. Stokes Street), and Deborah Cook Goldman (300 Bourbon Street).

Independence Day Commission Post-Event Report – As required by code, the Independence Day Commission presented information on the 2023 Independence Day events. Council members gave their comments about the day. Mayor Martin commented on the fundraising that is done throughout the year and explained the process in getting the fireworks to the barge and the factors in determining if the fireworks can be launched.

Women’s War Memorial – Karen Calvert, Chair of the Commission to Establish a Maryland Women Veterans Memorial gave a presentation on the creation and history of the commission and their task. When the commission came to Havre de Grace, they fell in love not only with the property, but with the hospitality and graciousness of our community. The commission’s final report will be submitted the end of September with 3 possible locations for the memorial – Havre de Grace, Sykesville, and the Maryland Veterans Museum in Newburg. Mayor Martin commented on the memorials we currently have in the City and that we would be honored to have the Women Veterans memorial in Havre de Grace. CM Boker and CM Robertson stated their support of the project.

School Capacity Report – As required by code, Planning Director Tim Bourcier reported on school capacity at Havre de Grace schools. According to the county report, there are no changes in enrollment or enrollment projections from his last report in February. The plan is still to open another school for special needs students, which will take away some of the population from the elementary schools. The county plans to do some redistricting for the 2026-2027 enrollment year.

Ordinances

Ordinance No. 1110 concerning Amending Chapter 162 Solid Waste: 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 CHAPTER 162 SOLID WASTE

A motion to introduce was made by CM Jones. Second by CM Robertson. Motion carried 5-0. A motion to adopt was made by CM Boker. Second by CM Schneegas. After a roll call vote, motion to approve carried 5-0. Mayor Martin explained the reason for the increase and explained we pay by weight for trash, but not for recycling, which is why it is important to recycle to keep costs low.

Ordinance No. 1111 concerning Amending Chapter 205 - Zoning - Through Lots, Fences: 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 SECTION 205 – ZONING

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

Ordinance No. 1112 concerning an Agreement with the Havre de Grace Green Team for Composting: 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 ENTER INTO AN AGREEMENT WITH THE HAVRE DE GRACE GREEN TEAM LTD, AS IT RELATES TO COMPOSTING COLLECTION WITH GARRITY RENEWABLES, LLC. ON CITY PROPERTY

A motion to introduce was made by CM Boyer. Second by CM Robertson. Motion carried 5-0. A motion to adopt was made by CM Boyer. Second by CM Schneegas. CM Boyer made an amendment to change the expiration date to October 21, 2024. Second by CM Schneegas. Motion carried 5-0. After a roll call vote, motion to approve carried 5-0.

Ordinance concerning Amending Portions of Chapter 205 Zoning – Commercial/Industrial Districts: First 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 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

A motion to introduce was made by CM Schneegas. Second by CM Jones. Motion carried 5-0. The ordinance was given number 1113. A motion to adopt was made by CM Schneegas. Second by CM Robertson. After a roll call vote, motion to approve carried 5-0. The public hearing will be August 7, 2023 at 7:00 p.m.

Ordinance concerning Establishing Tax Credits for Vacant Lot Conversions to Public Parking in the Downtown Business District: First 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 ESTABLISH TAX CREDITS FOR THE CONVERSION OF VACANT LOTS IN THE CITY'S DOWNTOWN BUSINESS DISTRICT TO PUBLIC PARKING

A motion to introduce was made by CM Robertson. Second by CM Boker. Motion carried 5-0. The ordinance was given number 1114. A motion to adopt was made by CM Robertson. Second by CM Schneegas. After a roll call vote, motion to approve carried 5-0. The public hearing will be August 7, 2023 at 7:00 p.m.

Ordinance concerning Changing the Traffic Pattern on Erie Street: First 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, 34, 65, AND 66 OF THE HAVRE DE GRACE CITY CHARTER TO CHANGE THE TRAFFIC PATTERN ON ERIE STREET

A motion to introduce was made by CM Boyer. Second by CM Robertson. Motion carried 5-0. The ordinance was given number 1115. A motion to adopt was made by CM Boyer. Second by CM Schneegas. After a roll call vote, motion to approve carried 5-0. The public hearing will be August 7, 2023 at 7:00 p.m.

Old Business

Declaration of State of Emergency: 2023-02 for 800 block of Erie Street – CM Robertson made a motion to extend the State of Emergency for the 800 block of Erie Street for 30 additional days. Second by CM Boyer. Motion carried 5-0.

Calendar Resolution concerning Approving a License Agreement for Encroachment onto the City Right-of-Way at 569 Lewis Street (CM Schneegas) - Tabled

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

CM Schneegas asked that the resolution continue to be tabled as the Planning Department and Planning Commission continue to review the request.

New Business

Geo-Cache Permit and License Agreement (GC2023-0001) – Steve Gamatoria presented the agreement. A motion to approve was made by CM Robertson. Second by CM Schneegas. Motion carried 5-0.

Special Events – Steve Gamatoria presented the special event applications:

National Neighbors Night Out, August 1, 2023, 6:00 p.m.-8:00 p.m., Ontario Street between Adams Street & Stokes Street. A motion to approve was made by CM Boyer. Second by CM Schneegas. Motion carried 5-0.

National Lighthouse Day, August 5-7, 2023, 10:00 a.m.-8:00 p.m. (8/5), 1:00 p.m.-5:00 p.m. (8/6), 10:00 a.m.-7:00 p.m. (8/7), Concord Point Park. A motion to approve was made by CM Boyer. Second by CM Robertson. Motion carried 5-0. Carol Allen was invited to discuss the change at the Lighthouse – the Fresnel lens has been moved to the Keeper’s House and will be on display in the Keeper’s House by National Lighthouse Day. The lens has been replaced with a modern light. This will preserve the Fresnel lens, which was deteriorating due to the ultraviolet sun rays, and temperature and humidity fluctuations; this will allow more people to be able to see the Fresnel lens.

Yoga on the Green, September 6, 2023, 6:00 p.m.-8:00 p.m., Moore Family Homestead (between the main house and the cottage house). A motion to approve was made by CM Schneegas. Second by CM Boyer. Motion carried 5-0.

Directors Report

Steve Gamatoria, Director of Administration: Mr. Gamatoria thanked Carol Barnett for accepting the Board of Election Supervisors position after the passing of George Deibel. There will be an Emergency Operations drill at the EOC on July 20 – it will be a mock train derailment that will feature Havre de Grace. Independence Day is a tough day for the Mayor with decision making based on the weather; Rick Ayres with Emergency Operations was thanked for continually giving us data that day so the Mayor could make necessary decisions, and Chief Hurst and the Susquehanna Hose Company were recognized for their willingness to be available at a moment’s notice to get the firework technicians off the barge if needed due to weather. The 5-6 objectives of the Arts Collective are moving along; they have open sessions with live models, It’s LIT Thursdays, youth arts program, therapy art, professional development seminars, branding & beautification projects, and marketing strategies for downtown businesses; Katie Noe has done an outstanding job taking the Arts Collective to the next level.

Tim Bourcier, Director of Planning: Mr. Bourcier reported there is a Public Input meeting for the hospital redevelopment project with the consultants on July 27 at 6:30 p.m. at the Opera House; it will be live streamed and available for viewing afterwards, and people can submit comments in writing. There was a meeting today with UMUC to tour the hospital with the consultants; preliminary designs should be available in the near future. The software for the short-term rentals has been purchased and one of the features is it locates when air bnbs go online. The short-term rental application will be the first online application.

Bridgette Johnson, Director of Economic Development & Tourism: Ms. Johnson reported the Business Beat was released on July 11 and is available online or you can request to be added to the email distribution list. October 23-27 is Economic Development Week – we hope to partner with the Chamber of Commerce again and bring back the Economic Development awards. A Capital Improvement Heritage Tourism grant for \$90,000 from MHAA has been received and will be used for restrooms at the Visitor Center. We should know within the next 2 weeks if we will be awarded the grant for the restrooms at Hutchins Park. We are submitting a grant to the Chesapeake Bay Trust for \$125,000 for a pilot program to create permeable pavers or porous concrete on Green Street; this project can help us move from silver to gold with Sustainable Maryland. Project Restore is a state program started for small businesses during covid and a new grant opportunity for municipalities will be opening this fall, but the requirements will be different – information will be shared as it is received. The Economic Development Advisory Board and the Tourism Advisory Board will not meet in July; their next meeting is August 16 at 10 a.m. for TAB and 4 p.m. for EDAB – EDAB will have the hospital consultants in attendance to get input from board members. Ms. Johnson reported on data from the TRAFx pedestrian counters, which have been in place for over a year.

George DeHority, Director of Finance: Mr. George DeHority reported on the current financial condition of General Fund 1, Water/Sewer Fund 9, and Marina Fund 8. The General Fund 1 balance is \$3,271,300, which is \$1,524,500 above budget. The Water/Sewer Fund 9 balance is \$639,300, which is \$981,000 above budget. The Marina Fund 8 balance is \$596,500, which is \$152,100 above budget.

EJ Millisor, Director of Public Works: Mr. Millisor thanked everyone involved with the Independence Day events and Christy Silverstein and Taryn Martin were thanked for hosting a DPW breakfast after the event, which was much appreciated. Pennington Avenue water lines is 85% completed, they are continuing the signature sidewalk pattern throughout the City (Water Street & Harmer’s Town Art Center), and the BGE gas line at Lewis & Revolution was completed today - citizens were thanked for their patience and the staff for staying on the contractors to get the job done. Council members were thanked for visiting and assisting DPW last week.

Chief Teresa Walter, Havre de Grace Police Department: Chief Walter congratulated the Independence Day Commission for their amazing job. The Harford County Sheriff's Office, Maryland State Police, and Maryland Transportation Authority were thanked for helping get traffic through. DPW staff were thanked as well as our police officers and employees – everybody works. They received a \$20,000 grant from the Bureau of Justice for recruitment efforts. Chief Walter discussed the tragedy of leaving children or pets in a locked car - the car heats up 20° about every 10 minutes and can result in a heat stroke or death; tips were given on how to make sure it doesn't happen such as putting something of the child's on the front seat or your purse/briefcase in the backseat, and making sure the car is locked even when in the garage so a child doesn't climb in on their own.

Business from Mayor Martin

Mayor Martin commented on the City's role in having the liquor laws in Harford County changed so they are more businesses friendly – Adam Rybczynski and the Harford Delegation were thanked for their assistance is getting it passed. The Water Street boat ramp is now open and the launch fee is the same as the other launches - \$10 cash- we're working on getting the electronic kiosk where you can use a credit card; the parking lot isn't completely finished. Mayor Martin gave his condolences and remembered Havre de Grace born and raised, David "Hootie" Ridgely who passed away after his battle with cancer – a moment of silence was observed.

Business from Council

Council Member Boker: CM Boker recognized Mr. Ridgely as a good man and a staple in Havre de Grace. He described his time at the DPW on July 13 – it was a fantastic tour. First Friday is August 4 and is also his wife's birthday and the 5th anniversary of the passing of Officer Flynn of the Susquehanna Hose Company. The STAR Centre has incredible events - people were encouraged to visit their website to see upcoming events. The Independence Day Commission is a wonderful commission and he is looking forward to working with them.

Council Member Jones: CM Jones described her time at the DPW and the tour; she is the chair of the DPW Committee and looks forward to working with them. The Arts Collective is hosting Latin Jazz on July 22 at the State Theater at 8 p.m.

Council Member Boyer: CM Boyer recognized the Susquehanna Hose Company and the City Marina staff for their assistance in extinguishing a fire at the City Marina and minimizing damage. CM Boyer commented on her experience with a family member and Upper Chesapeake and the need for everyone to have a plan when Harford Memorial Hospital closes.

Council Member Schneegas: CM Schneegas commented on the STAR Centre connecting with the Tidewater Players to produce Sponge Bob: The Musical through the musical theatre camp – it was a wonderful experience and she recommends the program for any young person who wants to participate in the arts; the next one is Anastasia: The Musical July 21-22. The last two Concerts in the Park are 7:30 p.m. on Friday July 21 (Old Time Blues) and 28 (Motown). She had a great time on the DPW tour – she was able to meet up with them half way through at the City Marina and she is thankful for the opportunity. CM Schneegas commented that David Ridgely's spirit will always be with us in Havre de Grace.

Council Member Robertson: CM Robertson reported that July 23 is National Cowboy Day and the American Legion will have Wild West Night on Saturday, July 22 at 5 p.m. with music, food and drink specials. CM Robertson sent his condolences to David Ridgely's family and friends – he had many friends, Mr. Ridgely was his neighbor for a while and even going through the cancer treatments, he would find a way to make him smile with his positive energy, his presence will be missed.

Council President Ringsaker: CP Ringsaker was not in attendance.

Mayor Martin reported that the Havre de Grace Little League Senior Girls Softball All-Star team won their District 5 Championship and are going to Worcester, Massachusetts this weekend to compete for the national championship. This is a big deal - they are representing the state of Maryland. They are raising funds for the trip, so if you'd like to help, go to the Havre de Grace Little League website or Facebook page for information.

Adjournment

CM Boker made a motion to adjourn at 10:04 p.m. Second by CM Schneegas. Motion carried 5-0.

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

Submitted by: Tamara Brinkman

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Presentation: Truck Traffic Workgroup**

Date: **8/2/2023**

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 _____
 - 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



TRUCK TRAFFIC WORKGROUP

AUGUST 2023

In October 2022 the Mayor and City Council passed a resolution establishing the Truck Traffic Workgroup



- Casi Boyer, City Council & Chair
- David Glenn, former Council President
- Capt. Joe Alton, HdG Police
- EJ Millisor, HdG Public Works
- Paul Ishak, Street & Traffic Safety Commission
- Louis Campion, industry representative

PURPOSE

- A. Evaluate existing truck routes; and
- B. Develop a map of restricted roads in the City and provide the map to vehicle operators using the best available technology; and
- C. Identify areas for vehicle height monitoring enforcement; and
- D. Evaluate existing signage and identify locations where signage could be improved; and
- E. Recommend a limit on the overall number of vehicle height monitoring systems that may be placed in the City, if any, and
- F. Recommend vehicles which shall be exempt from enforcement of height restrictions by a vehicle height monitoring system located in the City.



Resolution in Appendix 1

APPROACH

Series of meetings hosted on Zoom.

Started from the work of Baltimore County and Baltimore City.

Reviewed current signage within the City.

Discussed problem areas.

Discussed enforcement statistics and challenges.

Developed a map, sign locations, draft ordinance and recommended communication.



TRUCK ROUTES RECOMMENDATION

Prohibit truck traffic except
for local deliveries on:

- Canvasback Drive
- Tydings Road
- Seagull Drive
- Chapel Road/Ontario between
Mt. Pleasant and Rt. 40
- Ontario Street (East of 40)
- Erie between Juniata & Rt. 40
- Lewis Lane
- Bay Boulevard
- Parkway Avenue



PROPOSED TRUCK ROUTE MAP

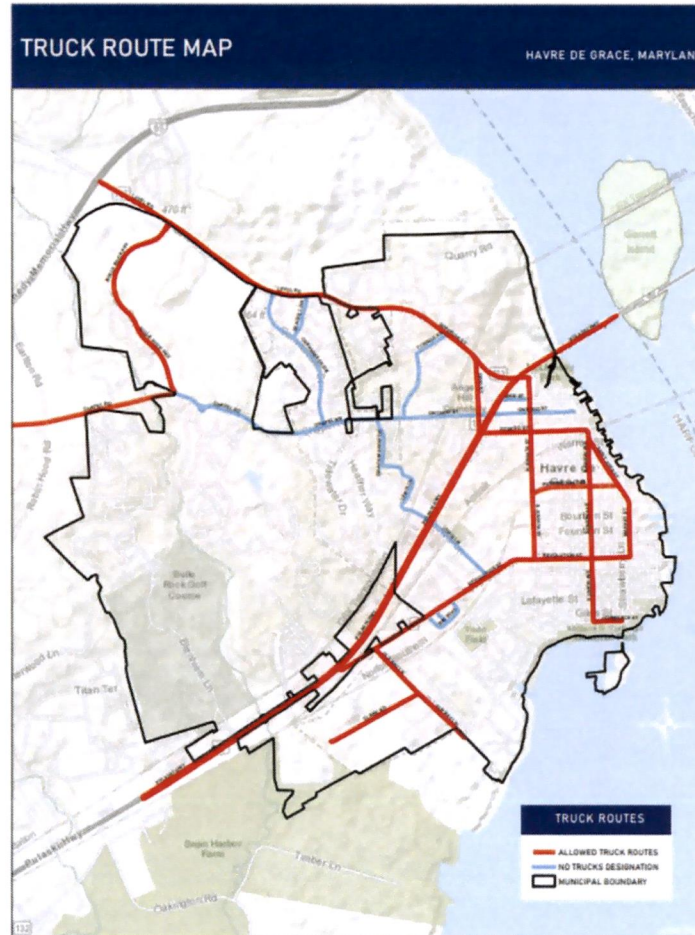


BLUE ROUTES

Trucks over 5 Tons GVWR prohibited on these streets

Requires Proper Signage

Designated on GIS



RED ROUTES

Trucks over 5 Tons GVWR permitted to use these routes then divert off for local deliveries only

Designated on GIS

Map in Appendix 2

RECOMMENDATIONS

ADOPT MAP VIA ORDINANCE

1

Adopt the Workgroups map for designated truck routes and prohibited routes within the City.

Draft Ordinance in Appendix 3



No Trucks Over
5 Tons GVWR
on Lewis Street

All current signage should be removed and replaced with standard signs.

City should work in coordination with SHA.

New signage should be consistent throughout the City and in full compliance with the MD Manual Uniform Traffic Control Device listing.

- “On local streets, the No Trucks symbol (R5-2) sign along with appropriate weight and route (or street name) information may be used.”

Locations for signage is listed on spreadsheet, Appendix 4

2

USE STANDARD SIGNAGE THROUGHOUT HAVRE DE GRACE

RECOMMENDATIONS

DO NOT USE SIGNAGE FOR TRUCK ROUTES

3

The Workgroup does not recommend placing truck route signage throughout the City of Havre de Grace.

It would require too many signs and would not provide added value to the drivers.

At this time, the Workgroup does not advise the use of camera enforcement due to the extensive resources required.

The cost for a single unit is expensive (>\$4,000 per month/per camera) and investment decreases over time.

Need greater enforcement with police citations for failure to obey a properly placed traffic control device (\$90) and if a collision \$130.

If after one year the problem continues reconstitute workgroup to reexamine and evaluate next steps.

4

ENFORCEMENT

RECOMMENDATIONS

ERIE STREET 800 BLOCK SOLUTION

5

A permanent design solution should be considered working in consultation with the citizens that eliminates through-truck use.

Various options should be considered.

Provide local stakeholder businesses a draft note to provide to delivery companies explaining the new designated truck routes and penalties.

Communicate changes through industry associations.

Note: For larger carriers, dedicated truck GPS software providers will pick up the new GIS information.

6

OUTREACH



THANK YOU!

Appendix 1

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2022-28 (As Amended)

Introduced by _____ Council Member Boyer

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, CHAPTER 379 OF THE 2022 LAWS OF MARYLAND, CITY CODE SECTION 25-68, AND SECTIONS 33 AND 34 OF THE CITY CHARTER TO ESTABLISH THE TRUCK TRAFFIC WORKGROUP

WHEREAS, Chapter 379 of the 2022 Laws of Maryland (“Chapter 379”) enables Harford County and municipalities located in Harford County to, by law, authorize the use of vehicle height monitoring systems and, if used, adopt a law limiting the overall number of vehicle height monitoring systems that are used; and

WHEREAS, on August 16, 2022, in accordance with City Code section §25-58 of Article X Street and Traffic Safety Advisory Board (“the Board”), the administration formally requested from the Board an opinion/advice regarding the use of vehicle height monitoring systems; and

WHEREAS, on August 23, 2022 the Board voted and took the position that “the City has such a problem with vehicles of a certain height and/or weight driving through our City that the review of the current ordinances and the consideration of the installation of a monitoring system for enforcement is warranted”; and

WHEREAS, under Chapter 379, before installation of a vehicle height monitoring system, a workgroup must be established, to include commercial transportation industry representatives to assist the local government on certain items relating to the evaluation of existing truck routes, location of vehicle height monitoring systems appropriateness of signage.

NOW, THEREFORE, it is determined, decided, and resolved by the Mayor and City Council of Havre de Grace that the Truck Traffic Workgroup shall be established.

Truck Traffic Workgroup:

Section 1. Establishment

- A. Pursuant to Chapter 379 of the 2022 Laws of Maryland, The Mayor and City Council of Havre de Grace (“the City”) hereby establishes the Truck Traffic Workgroup (“Workgroup”).
- B. The Workgroup shall remain in existence until:
 - 1. The Workgroup submits to the City a final written report along with an oral report, which shall contain and address items A-F found in Section 2 of this resolution, after which the Workgroup shall be considered dissolved; or
 - 2. The City dissolves the Workgroup.

Section 2. Purpose

The purpose of the Workgroup is to assist the City in the following:

- A. Evaluate existing truck routes; and
- B. Develop a map of restricted roads in the City and provide the map to vehicle operators using the best available technology; and
- C. Identify areas for vehicle height monitoring enforcement; and
- D. Evaluate existing signage and identifying locations where signage could be improved; and
- E. Recommend a limit on the overall number of vehicle height monitoring systems that may be placed in the City, if any, and
- F. Recommend vehicles which shall be exempt from enforcement of height restrictions by a vehicle height monitoring system located in the City.

Section 3. Organization and Membership

- A. The Workgroup shall consist of six members:
 - 1. One member representing the Public Safety Committee; and
 - 2. Two citizen members; and
 - 3. One member representing the Havre de Grace Police Department; and
 - 4. One member representing the Havre de Grace Department of Public Works; and
 - 5. One member shall represent the commercial transportation industry.

Section 4. Appointment of Members

With the City Council's consent, the Mayor shall appoint all members of the Workgroup.

Section 5. Terms and replacements

- A. Members shall serve on the Workgroup until the Workgroup is dissolved or until they resign.
- B. When a member cannot complete their term, the Mayor shall appoint a replacement to serve the remainder of that member's term with the advice and consent of the City Council.

Section 6. Officers

- A. At its first meeting, the Workgroup shall:
 - 1. Select one of its members to serve as Chair; and
 - 2. Select one of its members to serve as Secretary who shall take minutes.

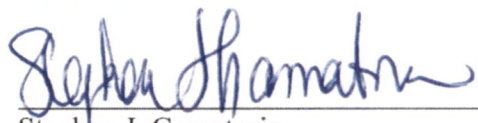
Section 7. Meetings and Report Schedule

- A. At its first meeting, the Workgroup shall establish a regular meeting schedule.
- B. At the first regularly scheduled City Council meeting held in September of 2023, the Workgroup shall deliver to the Mayor and City Council of Havre de Grace a final written and oral report. This report shall:
 - 1. Provide the Workgroup's recommendations; and
 - 2. Contain and address items A-F found in Section 2 of this resolution and
 - 3. Contain a copy of the minutes recorded at each meeting of the Workgroup, if the approved minutes were not submitted after each meeting.

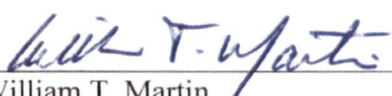
ADOPTED by the City Council of Havre de Grace, Maryland this 3rd day of October, 2022.

SIGNED by the Mayor and attested by the Director of Administration this 5th day of October, 2022.

ATTEST:



Stephen J. Gamatoria
Director of Administration

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE


William T. Martin
Mayor

Introduced: 10/3/2022
Passed/Adopted: 10/3/2022
Effective Date: 10/5/2022
Amended Date: 2/21/2023 (to extend report due date from March 2023 to September 2023)

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2022-28

Introduced by _____ Council Member Boyer _____

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, CHAPTER 379 OF THE 2022 LAWS OF MARYLAND, CITY CODE SECTION 25-68, AND SECTIONS 33 AND 34 OF THE CITY CHARTER TO ESTABLISH THE TRUCK TRAFFIC WORKGROUP

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- D. Evaluate existing signage and identifying locations where signage could be improved; and
- E. Recommend a limit on the overall number of vehicle height monitoring systems that may be placed in the City, if any, and
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 - 4. One member representing the Havre de Grace Department of Public Works; and
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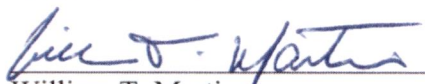
ADOPTED by the City Council of Havre de Grace, Maryland this 3rd day of October, 2022.

SIGNED by the Mayor and attested by the Director of Administration this 5th day of October, 2022.

ATTEST:



 Stephen J. Gamatoria
 Director of Administration

MAYOR AND CITY COUNCIL
 OF HAVRE DE GRACE


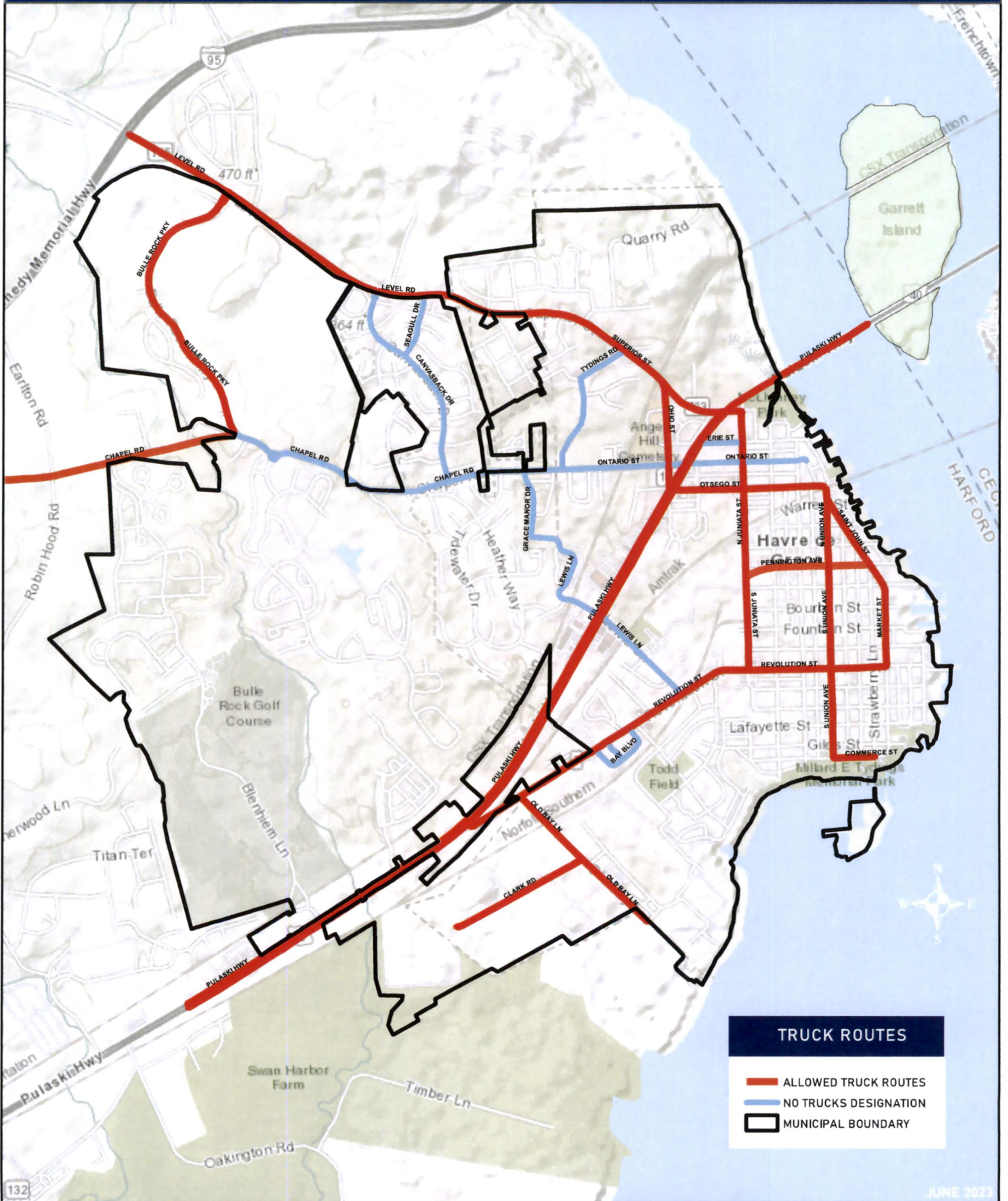
 William T. Martin
 Mayor

Introduced: 10/3/2022
 Passed/Adopted: 10/3/2022
 Effective Date: 10/5/2022

TRUCK ROUTE MAP

Appendix 2

HAVRE DE GRACE, MARYLAND



Appendix 3

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. _____

Introduced by _____ Council Member Boyer

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 ADOPT TRUCK TRAFFIC WORKGROUP RECOMMENDATIONS AND TO AMEND CITY CODE §190-21

On: August 14, 2023
at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for August 21, 2023 at 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

33 **WHEREAS**, Md. Transportation Code Ann. § 24-111.3 enables Harford County and
34 municipalities located in Harford County to, by law, authorize the use of vehicle height monitoring
35 systems and, if used, adopt a law limiting the overall number of vehicle height monitoring systems
36 that are used; and

37
38 **WHEREAS**, on August 16, 2022, in accordance with City Code section §25-58 of Article X Street
39 and Traffic Safety Advisory Board ("the Board"), the administration formally requested from the
40 Board an opinion/advice regarding the use of vehicle height monitoring systems; and

41
42 **WHEREAS**, on August 23, 2022, the Board voted and took the position that “a review of the
43 current ordinances and the consideration of the installation of a monitoring system for enforcement
44 is warranted”; and

45
46 **WHEREAS**, under Md. Transportation Code Ann. § 24-111.3, before installation of a vehicle
47 height monitoring system, a workgroup must be established, to include commercial transportation
48 industry representatives to assist the local government on certain items relating to the evaluation
49 of existing truck routes, location of vehicle height monitoring systems appropriateness of signage;
50 and

51
52 **WHEREAS**, the Truck Traffic Workgroup has convened and prepared recommendations for the
53 Mayor and City Council of Havre de Grace and after consideration, the City Council desires to
54 adopt the recommendations to regulate truck traffic in the City and Amend City Code §190-21.

55
56 **NOW, THEREFORE, BE IT ENACTED**

- 57
58 1. **Truck Traffic Workgroup Recommendations:** The attached Exhibit A entitled “Truck
59 Traffic Workgroup Recommendations” is a document that contains recommendations from
60 the Truck Traffic Workgroup. The Mayor and City Council of Havre de Grace hereby
61 affirm and direct the City Administration to implement the recommendations 1-6 found in
62 attached Exhibit A.
63
64 2. **Truck Route Map:** The attached Exhibit B, entitled “Truck Route Map”, is a document
65 that contains approved and prohibited routes for truck traffic. Routes in blue indicate routes
66 that prohibit trucks over five tons gross vehicle weight rating (GVWR). Routes in red
67 indicate approved routes for trucks that may use these routes and then divert off for local
68 deliveries only. The Mayor and City Council of Havre de Grace hereby adopt the map
69 found in attached Exhibit B as depicting the only approved truck routes in the City.
70 a. The City adopts by reference any penalties codified in the Annotated Code of
71 Maryland pertaining to prohibitions on trucks over five tons GVWR using
72 unauthorized routes and any amendments to the State law effective after the
73 adoption of the State law to the fullest extent permitted by law.
74
75 3. **Amend City Code** by deleting § 190-21 - Commercial vehicles in residential zones in its
76 entirety as noted below:

77 **[A. It shall be unlawful for any person to operate a commercial vehicle of more than**
78 **one ton manufacturer's rating capacity upon any street or roadway under City**

jurisdiction in a residential zone as from time to time may be ordered by the Traffic Engineer. Public utility and service/delivery vehicles while so engaged are exempted.

B. After such order is issued, the City shall cause to be placed and thereafter maintained in conspicuous places along such streets or roadways, to which such resolution is applicable, appropriate signs or markers describing the restrictions imposed by resolution. The presence along any street or roadway of such signs or markers shall be prima facie evidence of the adoption of the resolutions herein provided for.]

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

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

ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

Introduced/First Reading: 8/14/2023

Public Hearing:

Second Reading/Adopted:

Effective Date:

Exhibit A

Truck Traffic Workgroup Recommendations

1. Adopt Map via Ordinance

- Adopt the Workgroup's map for designated truck routes and prohibited routes within the City.

2. Use Standard Signage throughout Havre de Grace

- All current signage should be removed and replaced with standard signs.
- City should work in coordination with SHA.
- New signage should be consistent throughout the City and in full compliance with the MD Manual Uniform Traffic Control Device listing.
 - "On local streets, the No Trucks symbol (R5-2) sign along with appropriate weight and route (or street name) information may be used."

3. Do Not Use Signage for Truck Routes

- The Workgroup does not recommend placing truck route signage throughout the City of Havre de Grace. It would require too many signs and would not provide added value to the drivers.

4. Enforcement

- At this time, the Workgroup does not advise the use of camera enforcement due to the extensive resources required.
 - The cost for a single unit is expensive (>\$4,000 per month/per camera) and investment decreases over time.
- Need greater enforcement with police citations for failure to obey a properly placed traffic control device (\$90) and if a collision \$130.
- If after one year the problem continues, reconstitute workgroup to reexamine and evaluate next steps.

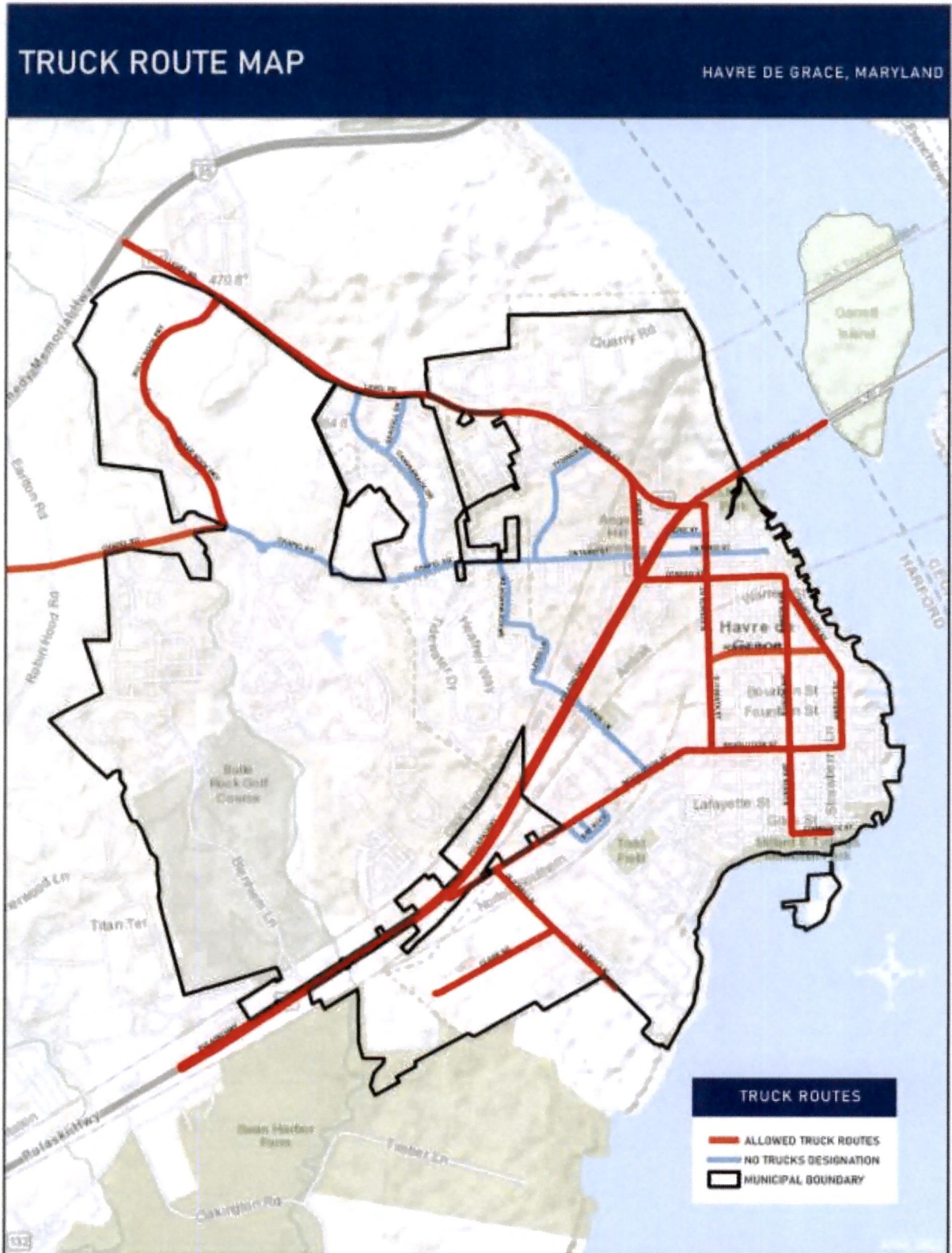
5. Erie Street 800 Block Solution

- A permanent design solution should be considered working in consultation with the citizens that eliminates through-truck use.
- Various options should be considered.

6. Outreach

- Provide local stakeholder businesses a draft note to provide to delivery companies explaining the new designated truck routes and penalties.
- Communicate changes through industry associations.
 - Note: For larger carriers, dedicated truck GPS software providers will pick up the new GIS information.

Exhibit B



Appendix 4

LOCATIONS FOR SIGNAGE

Icon	No Truck Road	Sign Location
A	Canvasback Drive between Rt. 155 and Chapel Road	Rt 155 East before Canvasback Dr
B	Canvasback Drive between Rt. 155 and Chapel Road	Rt 155 West before Canvasback Dt
C	Tydings Road	Rt 155 East before Tydings Rd
D	Tydings Road	Rt 155 West before Tydings Rd
E	between Mt. Pleasant and Rt. 40	Chapel Rd headed East before Mt. Pleasant
F	between Mt. Pleasant and Rt. 40	Bulle Rock Parkway headed south prior to Chapel Road
G	between Mt. Pleasant and Rt. 40	Rt. 40 headed West at Ontario
H	between Mt. Pleasant and Rt. 40	Ohio headed South at Ontario
I	between Mt. Pleasant and Rt. 40	Ohio headed North at Ontario
J	Erie between Juniata & Rt. 40	Rt. 40 East bound before Erie
K	Erie between Juniata & Rt. 40	Juniata South before Erie
L	Erie between Juniata & Rt. 40	Juniata North before Erie
M	Ontario Street (East of 40)	Rt. 40 East bound before Ontario
N	Ontario Street (East of 40)	Juniata North before Ontario
O	Ontario Street (East of 40)	Juniata South before Ontario
P	Lewis Lane between Rt. 40 and Revolution and railroad crossing and Chapel Road	Revolution West at Lewis
Q	Lewis Lane between Rt. 40 and Revolution and railroad crossing and Chapel Road	Revolution East at Lewis
R	Lewis Lane between Rt. 40 and Revolution and railroad crossing and Chapel Road	Rt. 40 East at Lewis
S	Lewis Lane between Rt. 40 and Revolution and railroad crossing and Chapel Road	Rt. 40 West at Lewis
T	Bay Blvd. & Parkway Ave	Revolution West prior to Bay Blvd
U	Bay Blvd. & Parkway Ave	Revolution East prior to Bay Blvd
V	Parkway Ave	Entrance of Parkway Ave from Revolution
W	Seagull Drive	Rt. 155 East prior to Seagull Drive

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Calendar Resolution concerning Authorizing an Agreement
with HdG Arts Collective for a Piece of Public Art**

Date: **8/3/2023**

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 August 14, 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 Jones

**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
FOR AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE
INSTALLATION, MAINTENANCE AND OWNERSHIP OF A PIECE OF
PUBLIC ART**

WHEREAS, the Mayor and City Council of Havre de Grace, Maryland passed Resolution 2008-02, supporting an application to the Secretary, Maryland Department of Business and Economic Development, for designation of an Arts and Entertainment District, and expanded the original designation in 2018, with Resolution 2018-08; and

WHEREAS, the Mayor and City Council of Havre de Grace, Maryland have determined that public art is important for the betterment of the public and recognized and tasked the Public Art Committee of the Community Projects of Havre de Grace, Inc. with the goal of implementing a public art plan for the City of Havre de Grace; and

WHEREAS, the Mayor and City Council of Havre de Grace, Maryland passed Resolution 2014-10 supporting a Public Art Plan for the City of Havre de Grace as presented by the Public Art Committee, a committee of Community Projects of Havre de Grace, Inc.; and

WHEREAS, portions of the Public Art Plan describe art projects and locations as *“any waterfront site for a sculpture carries additional value due to the lighting effects and context or proximity of natural world”*, making the Lock House location a prime location for a sculpture; and

WHEREAS, the Mayor and City Council of Havre de Grace, Maryland, acknowledge the long standing collaborative partnership with the non-profit entity *“Havre de Grace Arts Collective, Inc.”*, which includes the legislative oversight of the A&E District, as well as a number of art-related partnerships generated by the Public Art Plan through the diligent work of the Public Art Committee, including bench painting, murals, Big Fish-School of Fish, Concord Point Pier sculptures and artistic events throughout the city, as well as the previous management of the Cultural Center at the Opera House.

44 **NOW, THEREFORE**, it is it is determined, decided, and resolved by the City Council to extend
45 the terms and conditions of the Agreement with the HAVRE DE GRACE ARTS COLLECTIVE,
46 INC. as depicted in the MOU, further known as EXHIBIT A of this Resolution.

47
48 ADOPTED by the City Council of Havre de Grace, Maryland this __ day of August, 2023.

49
50 SIGNED by the Mayor and attested by the Director of Administration this ____ day of August,
51 2023.

52

53

54 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

55

56

57

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

58

59

60

61

62 Introduced: 8/14/2023

63 Passed/Adopted:

64

65 Effective Date:

Exhibit A



THE CITY OF HAVRE DE GRACE

PUBLIC ARTWORK SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this ____ day of _____, 2023, by and between the City of Havre de Grace (the "City"), the Havre de Grace Arts Collective, Inc. ("Havre de Grace Arts Collective"), a tax-exempt organization in good standing and organized under the laws of Maryland, and Marguerite de Messières and Tsvetomir Naydenov (the "Artists").

- A. The City has agreed to the recommendation made by the Havre de Grace Arts Collective Public Art Committee (the "Committee") to install a work of sculpture in North Park, near the Susquehanna Museum at the Lock House (the "Project"); and
B. Artists have submitted proposals for such a sculpture, and the City has selected its proposal based upon recommendation from the Selection Committee assembled to adjudicate the artists' submissions; and
C. The HAC has secured the funding for the Project through a Maryland State Arts Council Public Art Across Maryland ("MASC PAAM") Project Grant (the "Project Grant"); and
D. The parties wish to memorialize their understandings about the Project in a binding contract.

NOW THEREFORE, in consideration of the promises and obligations set forth below, the parties agree as follows:

1. Scope of the Work

The Artists must furnish all of the materials and perform all of the work for the Project as shown on the drawings and described in the specifications attached as Appendix A, Project Proposal, Appendix B, Project Budget, and Appendix C, Project Timeline, Appendix D (MD Tax Exempt Certificates from the City of Havre de Grace and Havre de Grace Arts Collective, and incorporated by reference into this Agreement

The Project consists in general terms of the design and fabrication. The Artists' work must be of high quality, in compliance with generally accepted standards of workmanship, and in conformity of this Agreement.

40 2. **Protection, Prevention of Site Access and Risk**

41 The Artists must keep competent supervisory personnel on the Project and provide efficient
42 supervision, using the Artists' best skill and attention. The Artists must use reasonable efforts at all
43 times to safely guard the Project, the City's property and including underground utilities, from
44 damage, injury or loss in connection with the Project. The Artists shall provide, erect, and maintain
45 barricades, fences, lights and other devices needed to support the fabrication of the Project and shall
46 furnish such personnel (as the City may require) to warn the public and protect the site and shall take
47 such other precautionary measures as are reasonably necessary to protect persons, property, and the
48 work done under this Agreement.

49 During installation of the Project, the Artists shall clean up the site at reasonable intervals and at
50 other times when directed by the City. At all times while finish work is being accomplished, the site
51 shall be kept clean, free of dust, construction debris and trash. Directly upon completion of the
52 Project, the Artists shall remove from the site all equipment and any waste materials not previously
53 disposed of, leaving the site thoroughly clean and ready for the City's final inspection.

54 The Artists must protect the Project and related materials from damage due to the nature of the work,
55 the elements, carelessness of the Artist, or from any cause until the completion and acceptance of the
56 Project by the City. The Artists assumes all risk of loss or damages under this Agreement arising out
57 of the nature of the work, the elements, carelessness of the Artists, or from any other causes which
58 may be encountered in the performance of the work, until final acceptance of the Project by the City,
59 except loss or damage proximately caused by the City, its employees, agents or other contractors.

60
61 3. **Time of Completion and Formal Acceptance**

62 The Project shall be fully installed and completed by Artist by May 31, 2024, unless delays are caused
63 by the City, or by events beyond the control of both parties, at which time completion may be
64 amended. Any extensions of time must be agreed to in writing by both parties.

65 The Artists must notify the Committee when the Project is fully installed and complete. No more
66 than ten (10) days after receiving such notice, the Committee will provide the Artists and the City a
67 written response, informing the Artists and the City that either (i) the Committee agrees that the
68 Project is fully installed and is complete, consistent with the terms of this Agreement, and the
69 Committee formally accepts the Project as completed ("Letter of Acceptance"); or (ii) the Committee
70 does not consider the Project to be completed due to unresolved issues or defects that remain, and
71 describing the outstanding issues or defects and the time frame in which the Artists must then cure
72 such issues before the Committee will issue a Letter of Acceptance.

73 The Project is not finally complete for purposes of this Agreement until the Committee has issued a
74 Letter of Acceptance ("Final Acceptance"). Once the Committee has issued a Letter of Acceptance
75 the City will be the sole owner of the Project.

76
77 4. **City and Committee Representatives**

78 The City and Committee will designate its Project representative who will make all necessary and
79 proper decisions with reference to the Project within the scope of their authority. The Artists must
80 direct all request for clarification or instruction to the designated representatives. The City has
81 assigned Stephen Gamatoria to serve as the City's representative to the Project and the Committee
82 has assigned James McFarland to serve as the Committee's representative to the Project.

83 5. **Design and Construction Fee**

84 The total design and construction fee paid by the Committee to Artist under this Agreement will be
85 \$45,000.00, (FORTY FIVE THOUSAND DOLLARS), based on the specifications provided by the
86 Artists as shown in Appendix B. The fee includes all design, materials, labor, delivery and installation
87 of the Project.
88

89 6. **Payment Schedule and Terms**

90 Payment shall occur as follows:

91 50%, TWENTY TWO THOUSAND, FIVE HUNDRED (\$22,500.00) DOLLARS, upon release
92 of the Project Grant funding to the Committee (anticipated by August, 2023).

93 25%, ELEVEN THOUSAND, TWO HUNDRED and FIFTY (\$11,250.00) DOLLARS, release
94 of the Project Grant funding to the Committee upon satisfactory review of work in progress
95 (January, 2024).

96 25%, ELEVEN THOUSAND, TWO HUNDRED and FIFTY (\$11,250.00) DOLLARS, release
97 of the Project Grant funding to the Committee when the Project is complete, as described in #3
98 above. (April, 2024).
99

100 Invoices shall be submitted by the Artists to the Committee for each payment and payment shall be
101 made within 30 days of receipt. Artist shall pay all subcontractors promptly.
102

103 The Committee will not make the final payment for completion and acceptance until it has accepted
104 maintenance instructions for the Project.
105

106 7. **Ownership and Rights Related to the Project**

107 7.1 **Ownership.** Ownership of the Project shall pass to the City upon Final Acceptance.
108 The Artists shall confirm in writing that ownership of the Work belongs to the City. The Artists hereby
109 irrevocably assign, convey and otherwise transfer to City and its respective successors and assigns
110 title to the Project.
111

112 7.2 **Reproduction.** In view of the intention that the Project in its final dimensions shall be
113 unique, the Artists shall not make any additional exact duplicate reproduction of the final Project, nor
114 shall the Artists grant permission to others to do so except with the written permission of the City.
115 The Artists grant to the City and its assignees an irrevocable license to make two-dimensional
116 reproductions of the Project for non-commercial purposes, including, but not limited to, reproductions
117 used in advertising, brochures, media publicity, and catalogues or other similar publications, provided
118 that these rights are exercised in a tasteful and professional manner and not to market goods or
119 services. The Artists, however, may use photographic reproductions of the Project in their portfolio,
120 in critical and scholarly writings, or for non-commercial purposes, including reproductions used in
121 advertising brochures, media publicity, and catalogues or other similar publications.
122

123 7.3 **Credits.** Any two or three-dimensional reproduction by the City shall contain a credit
124 to Artists and display a copyright notice. The Artists shall use its best efforts to give a credit reading
125 substantially, as “original work commissioned by the Havre de Grace Arts Collective and owned by
126 the City of Havre de Grace,” in any public showing of the Project or reproduction thereof, when
127 appropriate.

128 7.4 Registration. If the copyright is registered with the U.S. Copyright Office, the Artists
129 shall provide the City with a copy of the application for registration, the registration number, and the
130 effective date of the registration.

131
132 7.5 Rights under the Visual Artist’s Rights Act. To the extent the uses, modification,
133 destruction or removal of the Project under this Agreement affect any rights the Artists may have
134 under the provisions of federal or state law, including the 1990 Visual Artists’ Rights Act under 17
135 U.S.C. & 106A(a) and & 113, the Artists hereby knowingly waives any rights provided by those laws.
136

137 **8. Maintenance, Repairs and Restoration**

138 8.1 Maintenance. The City recognizes that maintenance of the Project on a regular basis
139 according to the maintenance instructions is essential to the integrity of the Project, and that the City
140 will be solely obliged to maintain the Project after Final Acceptance. The City shall nonetheless have
141 the right to determine, in its sole discretion, when and if maintenance, repairs and restorations to the
142 Project will be made. To the extent practical and if the Artists has provided a current address pursuant
143 to Section 13, during the ten years following submission of the Letter of Acceptance, the Artists shall
144 be given the opportunity to consult on repairs or restorations in addition to those described in the
145 maintenance instructions.
146

147 8.2 Removal, Relocation, or Destruction. Nothing in this Agreement shall preclude any
148 right of the City in its sole discretion to (i) remove the Project from public display, (ii) move or
149 relocate the Project to another location selected by the City for public display; or (iii) destroy the
150 Project. If the City shall at any time decide to destroy the Project, the City shall notify the Artists
151 and offer the Artist a reasonable opportunity to recover the Project at no cost to the Artists, except
152 for an obligation of the Artists to indemnify and reimburse the City for the differences between the
153 City’s cost to recover the Project and the City’s cost to destroy the Project, as reasonably
154 determined in connection with the destruction of the Project or as described in this section; the
155 Artists waives any greater or other rights which they might have in connection with the removal or
156 destruction of the Project under 17 U.S.C. & 160A(a) and & 113.
157

158 **9. Warranties.**

159 9.1 Uniqueness. The Artists represent and warrant to the City that the Project is
160 artistically unique, and agree not to create or be involved in the creation of an identical artwork
161 within 100 miles of Havre de Grace, Maryland. Additionally, the Artists represent and warrant
162 that:

- 163 a) The Project is solely the result of the artistic effort of the Artists;
- 164 b) Except as otherwise disclosed in writing to the Committee prior to the time of
165 execution hereof, the Project is unique and original and does not infringe upon
166 any copyright and any other property or personal right;
- 167 c) That neither the Project delivered hereunder, nor a duplicate thereof, has been
168 accepted for sale elsewhere; and
- 169 d) The Project is free and clear of any liens or claims or encumbrances from any
170 source whatsoever.
- 171 e) The Artists shall defend and indemnify the City if a third party asserts a
172 copyright infringement or claim involving the Project.

173 9.2 Workmanship. The Artists warrants to the Committee that all work performed will be
174 performed in a workmanlike manner.

175
176 9.3 Materials. The Project, as fabricated and executed, will use materials that are of good
177 quality, fit for the selected purpose, within manufacturer tolerances and warranties, and free from all
178 faults and defects not inherent in the quality required.

179
180 9.4 Defects and Deficiencies. Any work or material that is found to be defective or
181 deficient, the Artists will, without cost to the City or the Committee correct it promptly after receipt
182 of a written from the Committee, unless the Committee has previously issued a Change Order
183 accepting the defect or deficiency or the City/Committee is the cause of the defect or deficiency, for
184 example installation error.

185
186 For a period of two (2) years from the date of the Committee’s Final Acceptance of the Project, the
187 Artists agree to replace or correct any material defects in the Project and that relate to a defect in the
188 design, workmanship, or material. The City of Havre de Grace, advised by the Committee, shall
189 give notice to the Artists of any observed material defect. If the Artists fail to cure any such material
190 defects, or to make arrangements to do so within a reasonable time satisfactory to the City of Havre
191 de Grace, the City of Havre de Grace has the right to arrange for such replacements or corrections.
192 If the City of Havre de Grace asks Artist to repair damage caused to the Project not related to the
193 design, workmanship, or materials, for example by vandalism, collision, extreme environmental
194 conditions, or other unforeseeable causes, the City of Havre de Grace will reimburse Artist for
195 reasonable material and labor costs for such repairs, except to the extent such damage is due to a
196 defect in design, workmanship or materials used in Project.

197
198 This warranty and guarantee excludes any responsibility on the part of the Artists to remedy any
199 defect or deficiency caused by any abuse, misuse, or failure to properly maintain by City and
200 changes or modifications not performed by the Artists.

201
202 In the event of any alteration or damage to the Project, whether intentional or accidental, the Artist
203 shall have the right to disclaim authorship of the Project and upon written request of the Artists to
204 the City shall remove the identification plaque at their own expense.

205
206 10. Indemnification.

207 The Artists shall defend, release, indemnify and save and hold harmless the Havre de Grace
208 Arts Collective, its committees, and the City of Havre de Grace from any and all claims, demands,
209 suits, liabilities, actions, causes of actions, or legal or equitable proceedings of any kind or nature,
210 including worker’s compensation claims of or by anyone whomsoever to the extent that such claims,
211 losses, damages, or expenses are caused by the Artists' intentional or negligent acts, errors, or
212 omissions, including acts or omissions of the Artists or their officers, employees, representatives,
213 suppliers, invitees, licensees, sub-contractors, contractors, and agents. Provided, however, the Artists
214 need not indemnify and save harmless the Havre de Grace Arts Collective and the City of Havre de
215 Grace, its officers, agents, and employees from damages proximately resulting from the negligence
216 of the Havre de Grace Arts Collective and the City of Havre de Grace officers, agents, and employees.
217 This indemnity clause shall also cover the Havre de Grace Arts Collective and the City of Havre de
218 Grace’s reasonable defense costs in the event that the Havre de Grace Arts Collective and the City
219 of Havre de Grace, in its sole discretion, elects to provide its own defense. The insurance coverage

220 specified herein constitutes the minimum requirements and said requirements shall in no way lessen
221 or limit the liability of the Artists under the terms of the Agreement. The Artists shall procure and
222 maintain at their own expense and cost any additional kinds and amounts of insurance that in the
223 Artists' judgement may be necessary for their proper protection in the prosecution of the services
224 hereunder. This indemnity cause shall survive the termination of this Agreement.
225

226 11. **Insurance.**

227 The Artists agrees to procure and maintain in force during the terms of this Agreement, at the
228 Artists' own cost, the following coverages:

- 229 a) Worker' Compensation and Employer's Liability (if the artists have employees)
 - 231 i. State of Maryland: Statutory
- 232 b) Commercial General Liability
 - 233 i. Bodily Injury & Property Damage General Aggregate Limit \$1,000,000
 - 234 ii. Personal & Advertising Injury Limit \$1,000,000
 - 235 iii. Each Occurrence Limit \$1,000,000
 - 236
 - 237

238 Prior to the execution of this Agreement by the Committee, the Artist shall forward Certificates of
239 Insurance to Committee. The insurance required shall be procured and maintained in full force and
240 effect for the duration of the Agreement. Certificate Holder shall be the City of Havre de Grace, 711
241 Pennington Avenue, Havre de Grace, MD 21078.

242
243 **All insurance policies** (except Workers Compensation) shall include City of Havre de Grace and
244 its elected officials and employees as additional insureds as their interests may appear. The
245 additional insured endorsement should be at least as broad as ISO form CG2010 for General
246 Liability coverage and similar forms for Commercial Auto Liability.

247
248 12. **Termination/Default.**

249 A. **Termination.** The Committee may terminate this Agreement on no less than fourteen
250 (14) days written notice to the Artists. In such event the Committee will compensate the Artists for all
251 services performed and materials provided or procured to the date the Artists receive the notice of
252 termination, together with reasonable expenses and prorated profit then due, unless the parties agree
253 otherwise in writing.

254 B. **Default.** Each and every term and condition of this Agreement is deemed to be a
255 material element of this Agreement. If either party fails or refuses to perform according to the terms
256 of this Agreement; it may be declared in default thereof. A declaration of default by either party must
257 be made in writing to the other party, describe how the allegedly defaulting party has failed to
258 perform according to the terms of this Agreement, and provide an opportunity for consultation with
259 the other party to review what steps may be necessary to cure the default.
260

261 C. **Remedies Upon Default.** If one party declares the other in default of this Agreement
262 and performance is possible, the allegedly defaulting party will have a period of fourteen (14) days
263 within which to cure the default. If the allegedly defaulting party fails to correct the default or timely
264 performance is not possible, the partly declaring default may elect to: (1) immediately terminate the
265 Agreement; (2) treat the Agreement as continuing and require specific performance; and/or (3) avail
266 itself of any other remedy at law or equity. If either party elects to terminate the Agreement for

267 default, termination will be effective upon the mailing, by the terminating party, of written notice of
268 termination to the defaulting party and the Committee will compensate the Artists for all services
269 performed and materials provided or procured in according with the terms of this Agreement up to
270 the point of termination and the Artists will deliver or otherwise make available all design plans,
271 sketches, fabrications, or other materials that the Artists may have created or purchased in
272 performance of the Agreement up to the point of termination.

273

274 13. Miscellaneous Provisions.

275 A. Assignment. The Artists understand that the City/Committee enters into this
276 Agreement based on the special abilities of the Artists and that the City/Committee considers this
277 Agreement to be an agreement for personal services. Accordingly, the Artists must neither assign any
278 responsibility nor delegate any duties arising under this Agreement without the prior consent of the
279 City/Committee

280

281 B. Independent Contractor. The relationship between the Artists and the City/Committee
282 is that of an independent contractor. The Artists shall not be deemed to be, nor shall it represent itself
283 as, an employee, partner, or joint venture of the City. No employee or officer of the City shall
284 supervise the Artists. The Artists are not entitled to worker’s compensation benefits and shall be
285 directly responsible for any taxes that may be owed to the state and/or federal government for any
286 fees paid pursuant to this Agreement.

287

288 C. License and Business. The Artists must hold, in the Artists' name, all necessary
289 licenses and permits to perform the work. The Artists must have full authority to do business in the
290 State of Maryland, and have a designated place of business for making and accepting
291 communications with or from the Committee. The Artist must maintain a current address and
292 telephone number with the Committee throughout the term of this Agreement.

293

294 D. Governing Law. This Agreement is governed by the laws of the State of Maryland.
295 Any suit between the parties shall be brought only in the courts of Harford County of the State of
296 Maryland.

297

298 E. Notice. Any notice or other communication given by either party to the other related
299 to this Agreement must be hand delivered; sent by a commercial carrier; or sent by mail, addressed
300 to the party at its address as set forth below. The notice or other communication will be effective on
301 the date it is delivered or on the third business day after being sent, whichever comes first.

302

303 If to the City/Committee	Mr. Stephen Gamatoria And Director of Administration City of Havre de Grace 711 Pennington Avenue Havre de Grace, MD 21078	Mr. James McFarland Havre de Grace Arts Collective 220 Washington Avenue Havre de Grace, MD 21078 (jmcfarla@harford.edu)
------------------------------	---	--

308

309 If to the Artists:	Ms. Marguerite de Messières and Mr. Tsvetomir Naydenov 16776 Whites Store Road Boys, MD 20841 (dmmargot@gmail.com; 301-250-0528)
------------------------	---

313

314 The Artists shall notify the Committee of changes in their address. The failure to do so, if such failure
315 prevents the Committee from locating the Artist, shall be deemed a waiver by the Artists of the rights
316 granted to or retained by the Artists in this Agreement, the exercise of which requires response by
317 the Artists. A mailing of notice by the City/Committee by certified mail with return receipt requested
318 to the address of the Artists or of their attorney currently on file with the Committee mailing shall be
319 deemed to be an adequate notification effort by the Committee hereunder.

320
321 F. Entire Agreement. This document constitutes the entire agreement between the parties
322 and supersedes all prior understandings and discussions. This Agreement may only be modified in
323 writing by an amendment signed by both parties.

324
325 G. Authority. The Artists warrant that the individual(s) executing this Agreement is
326 properly authorized to bind the Artists to this Agreement.

327
328 H. Headings. The captions and headings set forth herein are for convenience of reference
329 only and shall not be construed as to define or limit the terms and provisions hereof.

330
331 I. Severability. If any part, term, or provision of this Agreement is held by the Courts to
332 be illegal or in conflict with any law of the State of Maryland, the validity of the remaining portions
333 or provisions shall be unaffected, and the rights and obligations of the Parties shall be construed and
334 enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

335
336 J. Disputes. The Parties agree to use the principles of collaboration and cooperation, to
337 identify and engage in measure to prevent and resolve potential sources of conflict before they
338 escalate into disputes, claims or legal actions. The Parties agree that any and all claims,
339 controversies, breaches or disputes arising from or related to this Agreement, including those
340 pertaining to the formation, construction, performance, applicability, interpretation, or enforceability
341 of this Agreement is subject to a requirement to submit any dispute related in any way to this
342 Agreement to mediation prior to filing any lawsuit. All dispute resolution whether by mediation or
343 filing of a lawsuit shall be filed in Harford County, Maryland.

344
345 [Signatures to follow on the next page.]

346
347 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this _____ day
348 of _____, 2023.
349

**MAYOR AND CITY COUNCIL OF HAVRE
DE GRACE**

**HAVRE DE GRACE ARTS COLLECTIVE,
INC.**

By: _____
William T. Martin, Mayor

By: _____
Katie Noe, Executive Director

ATTEST:

ATTEST:

Stephen J. Gamatoria, Director of Administration

Witness/Attest

Reviewed for legal sufficiency this ____ day of
_____, 2023:

ARTISTS:

April C. Ishak, City Attorney

Marguerite de Messieres

Witness

Tsvetomir Naydenov

Witness

Appendix A

Samara

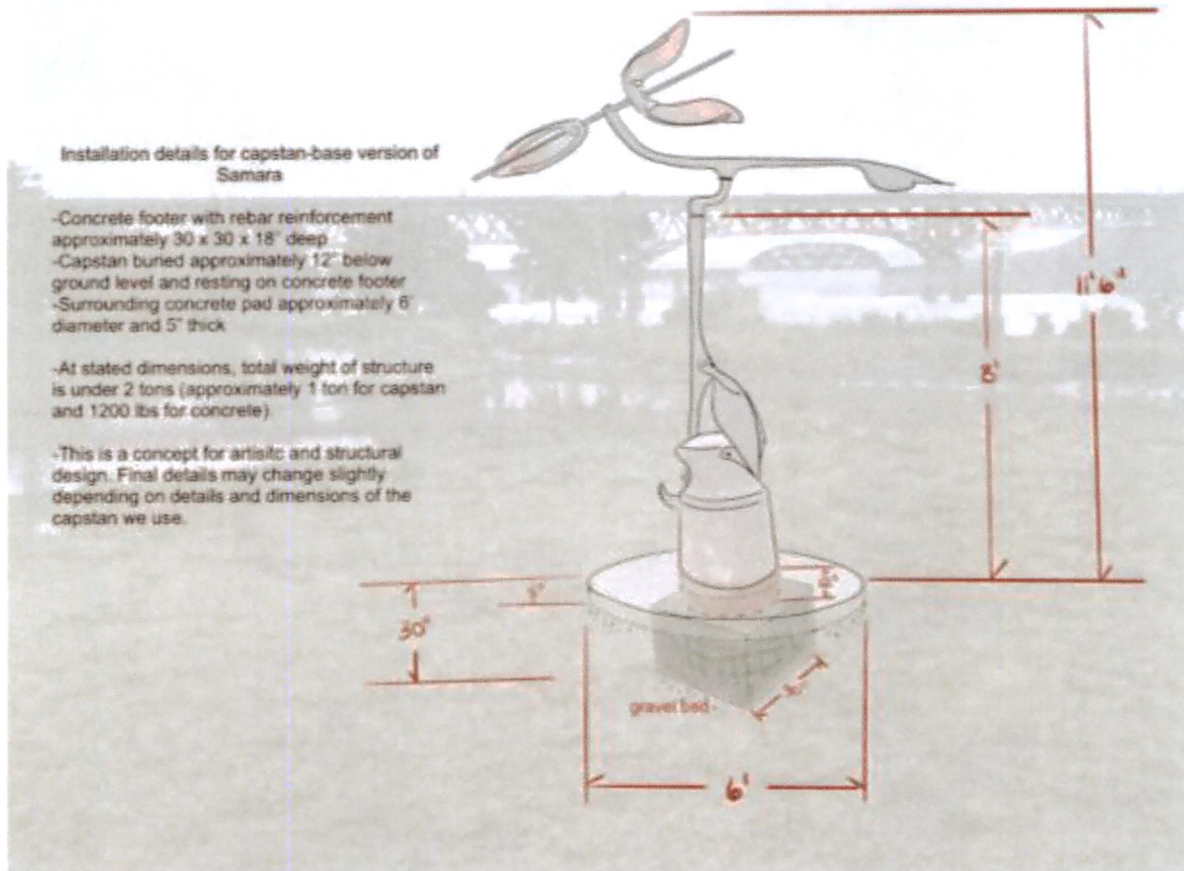
By Marguerite de Messières and Tsvetomir Naydenov

Narrative and Description

Samara embodies the spirit of mechanical invention and architectural detail which pervades historic North Park. The canal, the pivot bridge, the lock, and the neighboring bridges all attest to the beautifully crafted and clever human solutions for getting valuable cargo over and through a complex natural landscape. As our muse, we take the maple samara, or whirligig, nature's own mechanical wonder for carrying maple seeds across the same landscape. We propose a hollow-form steel sculpture full of crafted details and intersections, with bright touches of color in durable vitreous enamel. Several points of rotation will allow the piece to move in interesting and surprising ways at this windy site, while the height will allow visitors to jump and spin the piece with the main mechanisms safely above head height.



Illustration of potential siting of *Samara*



Technical Drawing of *Samara*

Installation Details

Installation:

This will not be a particularly heavy sculpture, but it will catch the wind. Anchoring the frame with bolts into the pedestal (with a footer as indicated in the drawing above) will provide long-term stability. Bolting the frame of the sculpture both down and through the side will give solid strength to the installation. The concrete base and footer will have an inner rebar cage reinforcement.

Dimensions: 11'6" x 10' x 5'

Materials

Main forms: hollow-form mild steel, patinated and sealed Bearings
(permanently lubricated, stainless steel)

Color: torch-fired vitreous enamel

Base pedestal: steel capstan, concrete with rebar inner cage

Maintenance and Durability:

This piece is designed to last for decades with minimal care. Vitreous enamel is exceptionally durable and resists fading. Bearings will be corrosion resistant. Occasionally greasing the bearings and cleaning off the main forms would be beneficial. The main shapes will have a sealed patina, and will continue to oxidize into a richer patina over time. Artists warranty the art for one year. Havre de Grace will own the artwork upon installation and agrees to notify artists if there is a problem or significant damage to the sculpture.



Model of proposed sculpture, *Samarra*, created for Havre de Grace.

Appendix B

Samara Sculpture Project Budget

Artists' fees and Fabrication:	\$32,000
Materials (steel, bearings, enamel, fasteners):	2,250
Concrete Pedestal:	3,500
Delivery and Installation:	2,000
Insurance:	300
Bronze identification plaque	250
Photo documentation	200
Artists' contingencies	<u>4,500</u>
Project Total Cost:	\$45,000

Appendix C

Samara Sculpture Timeline (Updated 7/23)

Applicant and/or Organization Name: Havre de Grace Arts Collective		
Date From: (month)	Date To: (month)	Activity/Task
April 2023		Project Grant proposal for sculpture installation submitted.
June 2023		Notification of Project Grant award status.
July 2023		Finalize details and execute contract between artists and the city.
August 2023		Grant money becomes available -
		50% artist cost disbursed to artists (\$22,500). Materials ordered.
Sept. 2023	Jan. 2024	Artists begin and continue work on sculpture fabrication.
Jan. 2024		Progress check-in with MSAC and HdG Arts Collective -
		studio visit(s), photographs of progress shared, plaque ordered.
		25% artist cost distributed to artists (\$11,250).
Jan. 2024	April 2024	Fabrication of sculpture completed.
March 2024	April 2024	Installation of concrete footer for capstan base
April 2024	May 2024	Installation of capstan and 5" concrete base pad
May 2024		Sculpture installed; plaque installed.
May 2024	June 2024	Sculpture unveiled in a public ceremony.
		Photo documentation.
		Final 25% artist cost distributed to artists (\$11,250).
		City of Havre de Grace and the Havre de Grace Arts Collective
		assume responsibility for the sculpture.
June 2024	July 2024	Final report completed by the Havre de Grace Arts Collective.

Appendix D

TAX EXEMPT CERTIFICATES

CITY OF HAVRE DE GRACE

State of Maryland Comptroller of the Treasury
Sales and Use Tax Exemption Certificate

Account Number

30042569

Expiration Date

Governmental

No Expiration Date

Name

CITY OF HAVRE DE GRACE
711 PENNINGTON AVENUE
HAVRE DE GRACE, MD 21078



HAVRE DE GRACE ARTS COLLECTIVE, INC



CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Adopting Truck Traffic Workgroup
Recommendations**

(1st Reading)

Date: **8/3/2023**

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 August 14, 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

ORDINANCE NO. _____

Introduced by _____ Council Member Boyer

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 ADOPT TRUCK TRAFFIC WORKGROUP RECOMMENDATIONS AND TO AMEND CITY CODE §190-21

On: August 14, 2023
at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for August 21, 2023 at 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

33 **WHEREAS**, Md. Transportation Code Ann. § 24-111.3 enables Harford County and
34 municipalities located in Harford County to, by law, authorize the use of vehicle height monitoring
35 systems and, if used, adopt a law limiting the overall number of vehicle height monitoring systems
36 that are used; and

37
38 **WHEREAS**, on August 16, 2022, in accordance with City Code section §25-58 of Article X Street
39 and Traffic Safety Advisory Board ("the Board"), the administration formally requested from the
40 Board an opinion/advice regarding the use of vehicle height monitoring systems; and

41
42 **WHEREAS**, on August 23, 2022, the Board voted and took the position that “a review of the
43 current ordinances and the consideration of the installation of a monitoring system for enforcement
44 is warranted”; and

45
46 **WHEREAS**, under Md. Transportation Code Ann. § 24-111.3, before installation of a vehicle
47 height monitoring system, a workgroup must be established, to include commercial transportation
48 industry representatives to assist the local government on certain items relating to the evaluation
49 of existing truck routes, location of vehicle height monitoring systems appropriateness of signage;
50 and

51
52 **WHEREAS**, the Truck Traffic Workgroup has convened and prepared recommendations for the
53 Mayor and City Council of Havre de Grace and after consideration, the City Council desires to
54 adopt the recommendations to regulate truck traffic in the City and Amend City Code §190-21.

55
56 **NOW, THEREFORE, BE IT ENACTED**

- 57
58 1. **Truck Traffic Workgroup Recommendations:** The attached Exhibit A entitled “Truck
59 Traffic Workgroup Recommendations” is a document that contains recommendations from
60 the Truck Traffic Workgroup. The Mayor and City Council of Havre de Grace hereby
61 affirm and direct the City Administration to implement the recommendations 1-6 found in
62 attached Exhibit A.
63
64 2. **Truck Route Map:** The attached Exhibit B, entitled “Truck Route Map”, is a document
65 that contains approved and prohibited routes for truck traffic. Routes in blue indicate routes
66 that prohibit trucks over five tons gross vehicle weight rating (GVWR). Routes in red
67 indicate approved routes for trucks that may use these routes and then divert off for local
68 deliveries only. The Mayor and City Council of Havre de Grace hereby adopt the map
69 found in attached Exhibit B as depicting the only approved truck routes in the City.
70 a. The City adopts by reference any penalties codified in the Annotated Code of
71 Maryland pertaining to prohibitions on trucks over five tons GVWR using
72 unauthorized routes and any amendments to the State law effective after the
73 adoption of the State law to the fullest extent permitted by law.
74
75 3. **Amend City Code** by deleting § 190-21 - Commercial vehicles in residential zones in its
76 entirety as noted below:

77 **[A. It shall be unlawful for any person to operate a commercial vehicle of more than**
78 **one ton manufacturer's rating capacity upon any street or roadway under City**

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jurisdiction in a residential zone as from time to time may be ordered by the Traffic Engineer. Public utility and service/delivery vehicles while so engaged are exempted.

B. After such order is issued, the City shall cause to be placed and thereafter maintained in conspicuous places along such streets or roadways, to which such resolution is applicable, appropriate signs or markers describing the restrictions imposed by resolution. The presence along any street or roadway of such signs or markers shall be prima facie evidence of the adoption of the resolutions herein provided for.]

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

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

ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

Introduced/First Reading: 8/14/2023
Public Hearing:
Second Reading/Adopted:
Effective Date:

Exhibit A

Truck Traffic Workgroup Recommendations

1. Adopt Map via Ordinance

- Adopt the Workgroup's map for designated truck routes and prohibited routes within the City.

2. Use Standard Signage throughout Havre de Grace

- All current signage should be removed and replaced with standard signs.
- City should work in coordination with SHA.
- New signage should be consistent throughout the City and in full compliance with the MD Manual Uniform Traffic Control Device listing.
 - "On local streets, the No Trucks symbol (R5-2) sign along with appropriate weight and route (or street name) information may be used."

3. Do Not Use Signage for Truck Routes

- The Workgroup does not recommend placing truck route signage throughout the City of Havre de Grace. It would require too many signs and would not provide added value to the drivers.

4. Enforcement

- At this time, the Workgroup does not advise the use of camera enforcement due to the extensive resources required.
 - The cost for a single unit is expensive (>\$4,000 per month/per camera) and investment decreases over time.
- Need greater enforcement with police citations for failure to obey a properly placed traffic control device (\$90) and if a collision \$130.
- If after one year the problem continues, reconstitute workgroup to reexamine and evaluate next steps.

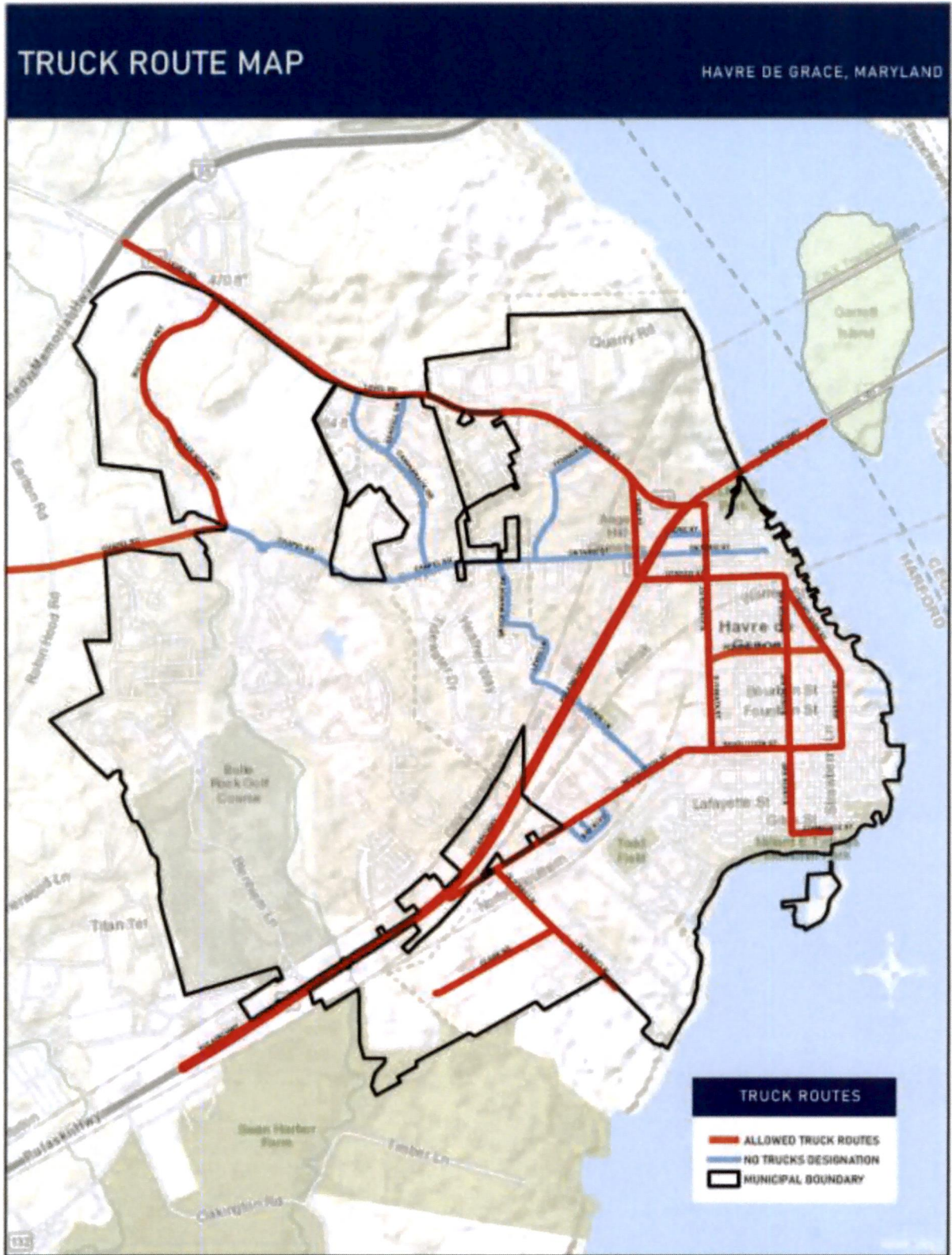
5. Erie Street 800 Block Solution

- A permanent design solution should be considered working in consultation with the citizens that eliminates through-truck use.
- Various options should be considered.

6. Outreach

- Provide local stakeholder businesses a draft note to provide to delivery companies explaining the new designated truck routes and penalties.
- Communicate changes through industry associations.
 - Note: For larger carriers, dedicated truck GPS software providers will pick up the new GIS information.

Exhibit B



CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Approving a Contract
with ThinkBig Networks**

(1st Reading)

Date: **8/3/2023**

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 August 14, 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

ORDINANCE NO. _____

Introduced by _____ Council President Ringsaker

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 APPROVE CONTRACT WITH THINKBIG NETWORKS LLC

On: 8/14/2023

at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for 8/21/2023 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

31

32 **WHEREAS**, the Mayor and City Council of Havre de Grace (“City”) recognizes the need
33 and understands the benefit of bringing state-of-the-art fiber optic broadband to the citizens of
34 Havre de Grace; and
35

36 **WHEREAS**, ThinkBig Networks LLC (“ThinkBig”) is a Maryland limited liability
37 company in good standing that installs and operates fiber optic broadband services throughout
38 Maryland, including Harford County.
39

40 **WHEREAS**, ThinkBig desires to install, lease, use and maintain fiber optic cable in the
41 City of Havre de Grace, and portions of such fiber optic network may be located within public and
42 private easements and third-party rights-of-way within the City.
43

44 **WHEREAS**, the City desires to grant to ThinkBig the right to install such fiber optic
45 network in City rights of way, and in exchange, to obtain from ThinkBig the right to use and light
46 specifically designated dark fiber strands for public purposes on the terms and conditions set forth
47 in the attached Agreement.
48

49 **WHEREAS**, the Parties believe this Agreement will be of material benefit to both, as well
50 as a benefit to the citizens of Havre de Grace.
51

52 **NOW THEREFORE**, it is determined, decided, and ordained by the City Council that the
53 Mayor is authorized to execute an Agreement with ThinkBig substantially in the form attached
54 hereto as Exhibit 1 together with any other supporting documents necessary to fulfill the purposes
55 set forth above.
56

57 ADOPTED by the City Council of Havre de Grace, Maryland this __ day of _____, 2023.
58

59 SIGNED by the Mayor and attested by the Director of Administration this ____ day of
60 _____, 2023.
61

62
63 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

64
65
66 _____
67 Stephen J. Gamatoria
68 Director of Administration
69

William T. Martin
Mayor
70

71 Introduced/First Reading: 8/14/2023

72 Public Hearing:

73 Second Reading/Adopted:

74 Effective Date:
75

Exhibit 1

AGREEMENT FOR INSTALLATION OF FIBER OPTIC BROADBAND NETWORK IN THE CITY RIGHTS OF WAY AND DARK FIBER LEASE BETWEEN THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE AND THINKBIG NETWORKS, LLC

This **AGREEMENT FOR INSTALLATION OF FIBER OPTIC BROADBAND NETWORK IN THE CITY RIGHTS OF WAY AND DARK FIBER LEASE** (“Agreement”) is entered into this _____ day of _____, 2023 (“Effective Date”) by and between the Mayor and City Council of Havre de Grace, a municipal corporation organized under the laws of the state of Maryland (“City” or “Customer”) and ThinkBig Networks, LLC, a Maryland limited liability company with offices at 519 Morgnec Road, Chestertown, MD 21620 (“TBN”). (“ThinkBig” or “TBN”) (collectively, “the Parties”).

WHEREAS, the City recognizes the need and understands the benefit of bringing state-of-the-art fiber optic broadband to the citizens of Havre de Grace; and

WHEREAS, ThinkBig is a Maryland limited liability company that installs and operates fiber optic broadband services throughout Maryland, and has a history of partnerships with Maryland counties regarding installing and operating fiber optic broadband networks; and

WHEREAS, ThinkBig has or will have the rights and authority to use and maintain fiber optic cable, whether its own or as owned by a third party and leased by ThinkBig, which may be located within public and private easements and third-party rights-of-way, in the Fiber Route contemplated within this Agreement; and

WHEREAS, the City desires to obtain from ThinkBig the right to use and light specifically designated fiber strands on the routes subject to the terms and conditions set forth below and further defined within the attached form of Lease Order; and

WHEREAS, this Agreement reflects the terms and conditions agreed upon by the City and ThinkBig with respect to the use of Public Rights-of-Way for the construction and implementation of a broadband network, and the City’s ability to lease dark fiber for public purposes; and

WHEREAS, the Parties believe this Agreement will be of material benefit to both, as well as a benefit to the citizens of Havre de Grace.

NOW, THEREFORE, in consideration of mutual promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the City and ThinkBig agree as follows:

43 **Section 1. Definitions**

- 44 i. Abatement Period: From the Effective Date of this Agreement, the period
45 of time during which fees will not be payable by ThinkBig pursuant to
46 Section 4.2 of this Agreement.
- 47 ii. Acceptance Date: The date when Customer delivers (or is deemed to have
48 delivered) notice of acceptance of a completion notice with respect to a
49 Segment, including completion notice with respect to installation of Dark
50 Fiber that will be used by the City.
- 51 iii. Affiliate: An entity that now or in the future, directly or indirectly, controls,
52 is controlled by, or is under common control with, a party to this Agreement.
53 For purposes of the foregoing, "control" shall mean the ownership of (i)
54 greater than fifty percent (50%) of the voting power to elect the directors of
55 the company, or (ii) greater than fifty percent (50%) of the ownership
56 interest in the company.
- 57 iv. Anchor Sites/Hotspots: Locations on City Property where the Dark Fiber
58 will be accessible via electronic or equipment connections, or wirelessly via
59 Wi-Fi hotspots.
- 60 v. Backbone Fiber: The main fiber path extending from a home network to a
61 targeted service area and including the fiber paths to neighborhoods.
- 62 vi. Broadband: System relating to high-speed data transmission in which the
63 bandwidth installed is shared by more than one simultaneous signal.
- 64 vii. Customer Fibers: The number of fibers set forth in a Lease Order Form.
- 65 viii. Dark Fiber: Fiber provided without electronic and/or optical equipment and
66 which is not "lit" or activated.
- 67 ix. Drop: The fiber optic cable that connects the Network to a subscriber's
68 premises.
- 69 x. Effective Date: The date upon which this Agreement is fully signed and
70 executed by both Parties.
- 71 xi. Fiber Route: ThinkBig's conduit fiber optic communications system, which
72 ThinkBig maintains the rights to use or authority to use, whether by
73 ownership or via third party lease or permissions.
- 74 xii. Force Majeure: Acts of God; acts of public enemies, including terrorist
75 attacks; orders of any kind of the government of the United States of
76 America or the State of Maryland or any of their departments, agencies,
77 political subdivisions, or officials, or any civil or military authority;
78 insurrections; riots; labor strikes; landslides; lightning; earthquakes; fires;
79 hurricanes; volcanic activity; storms; floods; droughts; explosions; partial
80 or entire failure of utilities or other event that is catastrophic and beyond the
81 ability of the parties to reasonably anticipate or control.

- 82 xiii. Governmental Authority: Includes, but is not limited to, the authority of any
83 federal, state, regional, Customer, city, municipal, local, territorial, or tribal
84 government. whether foreign or domestic, or any department, agency,
85 bureau or other administrative or regulatory body obtaining authority from
86 any of the foregoing, including without limitation, courts. public utilities
87 and sewer authorities.
- 88 xiv. Lateral Fiber: The fiber paths that connect the Dark Fiber to Anchor
89 Sites/Hotspots (and which does not include Dark Fiber) consisting of either
90 twelve or two strands as further detailed in the Fiber Lease Order. Lateral
91 Fiber does not include subscriber Drops for purposes of this Agreement.
- 92 xv. Lease Fee: The Fee specified in a Lease Order Form.
- 93 xvi. Lease Order Form: The Customer's order for certain fibers.
- 94 xvii. Municipal Purposes: A non-profit governmental use exclusively for the
95 benefit of the citizens of Havre de Grace and not to the benefit of another
96 commercial or non-profit organization.
- 97 xviii. Network: the fiber optic broadband network constructed by ThinkBig.
- 98 xix. Non-commercial purposes: A use other than for commercial purposes or
99 financial gain of any kind. For purposes of this Agreement, financial gain
100 includes without limitation any revenue, compensation, or other benefit on
101 behalf of the City or by any sponsor of the City.
- 102 xx. Person: Any natural person, corporation, partnership, limited liability
103 company, business trust joint venture, association, company, or
104 Governmental Authority
- 105 xxi. Public Rights-of-Way: the surface of and the area across, in, over, along,
106 above and below the surface of the public streets, roads, highway, freeways,
107 bridges, tunnels, lanes, paths, public ways or places, alleys, courts,
108 boulevards, sidewalks, ways, drives, circles, waterways, parkways,
109 easements, or similar property, or other public rights-of-way now or
110 hereafter held by the City for the purpose of public travel and shall include
111 other similar easements or rights-of-way as shall be now held or hereafter
112 held by the City which shall, within their proper use and meaning, entitle
113 ThinkBig to the use thereof for the purposes of installing poles, wires, fiber,
114 cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances,
115 attachments, and other property as may be ordinarily necessary and
116 pertinent to the Network.
- 117 xxii. Required Rights: All rights, licenses, permits, authorizations, franchises,
118 rights-of-way, easements, and other approvals required by law,
119 Governmental Authority or otherwise.
- 120 xxiii. Segment: Fibers or cable between Segment End Points.

- 121 xxiv. Segment End Points: The originating end point and terminating end point
- 122 of a fiber or cable route.
- 123 xxv. Segment End Point Facilities: Facilities which are owned or otherwise used
- 124 by TBN to accommodate or house switch equipment, fiber optic
- 125 transmission, and/or associated ancillary equipment to serve as a switch
- 126 terminal, transport concentrator, hub terminal or junction.
- 127 xxvi. Subscriber: A resident or business that lawfully receives broadband data
- 128 service distributed by the Network.
- 129

130 **Section 2. Grant of Use of Public Rights-of-Way**

131

132 **2.1 Grant of Authority.** Subject to the terms and conditions herein, the City hereby

133 grants to ThinkBig the right to own, construct, extend, install, operate, maintain,

134 upgrade, and rebuild a fiber optic Network in the Public Rights-of-Way, including

135 property over which the City has a sufficient easement or right-of-way to provide

136 such services.

137

138 **2.2 Term.** This Agreement shall be for a period of thirty (30) years, commencing

139 on the Effective Date and expiring on the thirtieth anniversary of the Effective Date

140 in 2053 (“Expiration Date”), and which Agreement is automatically renewable for

141 an additional term of nineteen (19) years unless this Agreement is terminated by

142 either party after providing no less than sixty (60) days written notice to the other

143 prior to the Expiration Date. Termination under this provision is in addition to any

144 other right to terminate provided under this Agreement. The Parties may negotiate

145 a new agreement upon the expiration or termination of this Agreement.

146

147 **2.3 Non-Exclusivity.** The rights conferred by this Agreement are non-exclusive.

148 Nothing in this Agreement shall affect the right of the City to confer similar rights

149 to other parties to construct, operate, or maintain a similar network or provide

150 similar services.

151

152 **2.4 Conduit Fees.** ThinkBig shall pay the conduit fees set forth in Section 5.

153

154 **Section 3. Construction and Maintenance of Network.**

155

156 **3.1 Construction Commitment.** ThinkBig shall engineer, construct, install,

157 operate, and maintain all necessary fiber and equipment for the Network and shall

158 provide, market, and sell broadband data services within the City. The Network

159 will include all constructed Service Drops. The parties acknowledge that

160 constructing Service Drops is contingent upon customer subscriptions for

161 broadband service with ThinkBig, and that any Service Drops constructed will be

162 incorporated as part of the Network.

163

164 **3.2 Build Plan.** ThinkBig will begin construction in the areas of Havre de Grace

165 West of Route 40. ThinkBig will construct the fiber network in a contiguous

166 manner starting in the areas West of Route 40 and finishing in the areas East of
167 Route 40. ThinkBig desires to pass every property in the Havre de Grace area, but
168 agrees that at a minimum, within 3 years, ThinkBig will pass at least one property
169 in the area East of Route 40 for every two properties passed in the area West of
170 Route 40.

171
172 **3.3 Governmental Approvals.** ThinkBig shall ensure that all necessary approvals
173 have been obtained before installing any part of the Network, including all
174 applicable permits and licenses.

175
176 **3.4 Technical Requirements of Network.** The Network shall meet the following
177 minimum technical performance requirements:

- 178 i) Passive Optical Network (“PON”) to provide up to one Gbps downstream
179 and 1000 Mbps symmetrical service to all subscribers.
- 180 ii) Latency <10 milliseconds to the internet exchange point in Ashburn,
181 Virginia. ThinkBig will ensure that its upstream providers of bandwidth to
182 the internet exchange point in Ashburn, Virginia commit to provide service
183 to ThinkBig that provides this requirement.
- 184 iii) Backup power of at least 72 hours in case of an electric outage for all
185 electronics, excepting those electronics at a subscriber’s premises.
- 186 iv) The Network shall comply with all current applicable codes, including the
187 National Electrical Safety Code, the National Electric Code and any other
188 applicable federal laws and regulations and the laws, ordinances, and
189 construction standards of the State of Maryland.

190
191 **3.5 Customer Service Requirements.** ThinkBig shall meet the following
192 minimum service requirements with respect to its Subscribers:

- 193 i) ThinkBig will offer residential products and services competitive with
194 existing suppliers offering the same type of product and service within a
195 forty-five (45) mile radius of the City.
- 196 ii) ThinkBig shall open at least one (1) physical office in the City for a period
197 of three (3) years from the Effective Date, or the date the Subscriber
198 network becomes operational (whichever is later) to regularly offer in-
199 person customer service support to Subscribers. After expiration of three
200 (3) years, ThinkBig shall maintain at least one physical office in Harford
201 County to regularly offer in-person customer service support to Subscribers.
- 202 iii) The Network shall be neutral with respect to applications, websites, type of
203 use, and type of end-user device.
- 204 iv) ThinkBig will not collect or sell personal information from a customer
205 without express written approval.
- 206 v) ThinkBig will offer data services that do not limit, quota, cap, or otherwise
207 ration a user’s total upload and download data capacity to an extent that

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limits reasonable use of broadband. So long as such uncapped services are available for purchase by City Subscribers, ThinkBig may offer services that do cap data capacity.

3.6 Subscriber Installations. Any dwelling unit within three hundred feet (300') Drop distance from the distribution line within the Network shall be entitled to installation at no charge other than applicable installation fees for the individual subscriber's drop. For any dwelling unit in excess of three hundred feet (300') Drop distance, ThinkBig will extend service and the Subscriber shall pay ThinkBig's actual cost of installation from its distribution line within the Network from which a usable signal can be obtained with such cost being only the incremental cost beyond three hundred feet (300') Drop distance for any installation.

3.7 Disconnection and Relocation. ThinkBig shall, at no cost to the City, protect, support, temporarily disconnect, relocate in the same street or other public way and place, or remove from any street or any other public way or place, any of its property as required by the City or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety, and welfare. In requiring ThinkBig to undertake any such obligation, the City shall treat ThinkBig the same as, and require no more of, than any similarly situated entity. ThinkBig shall have the right to seek reimbursement under any applicable insurance or government program that offers reimbursement for such activities.

Section 4. Lease of Dark Fiber to the City.

4.1 Dark Fiber Available to City. ThinkBig agrees to make available to the City, certain dark fiber optic cable strands for the purpose of providing public access to wireless internet and to provide subsidiary connectivity to the City for uses not currently served by the City's existing broadband network accessed through Harford County's HMAN system. The City acknowledges that ThinkBig is not supplying nor is it obligated to supply the City with any optical or electronic equipment or related facilities, all of which are the sole responsibility of the City.

4.2 Lease Order Form. The City and ThinkBig shall complete a Lease Order Form for Customer Fibers which will identify the quantity and location of fibers to be leased. The Lease Order Form shall be substantially in the form attached hereto as Exhibit A and the terms and conditions of the Lease Order Form are incorporated herein by reference and made a material part hereof. In the event of ambiguity between the provisions of a properly executed Lease Order Form and the terms of this Agreement, the terms of this Agreement shall govern ("Lease").

4.3 Grant of Lease. As of the Lease Effective Date for each particular Lease Order, ThinkBig grants to the City, and the City acquires from ThinkBig a lease to use, for

254 the purposes of and subject to the restrictions described herein, the fibers for the
255 Lease Term. This is not a sale of fiber and under no circumstances will a Lease
256 Order or this Agreement constitute conveyance of property, ownership rights, or
257 legal title thereto.
258

259 **4.4 Compliance with Laws.** City represents and warrants that it will use the Dark
260 Fibers and the Lease hereunder in compliance with all applicable government
261 codes, ordinances, laws, rules and regulations.
262

263 **4.5 Use of ThinkBig Network.** Subject to the provisions of this Agreement, City
264 may use the Dark Fiber and the Lease as a medium for providing
265 telecommunications services as either lit or dark to itself for non-profit municipal
266 purposes. City is permitted to use the leased fiber for non-commercial purposes
267 only. City acknowledges and agrees that it has no right to use any fibers, other than
268 its designated Dark Fiber as described more fully in the Lease Order.
269 Notwithstanding the above, the City reserves the right to charge a fee to end users
270 of the municipal service to recoup expenses associated with the costs of installation
271 or maintenance of the optical or electronic equipment or related to facilities not
272 covered by the Lease Order but which may be required to be incurred by the City
273 for the Dark Fiber to become operational.
274

275 **4.6 No Interference.** City shall not use the Customer Fibers in any way which
276 physically interferes with or otherwise adversely affects the use of the fibers, cable
277 or conduit of any other Person using the ThinkBig Network.
278

279 **4.7 Interconnection Points.** With prior notice and approval by ThinkBig, City
280 shall have the right to interconnect the Customer Fibers with other fibers provided
281 by City or another carrier within any Segment End Point Facility. City may also
282 interconnect the Customer Fibers with other fibers provided by City or another
283 carrier at any technically feasible location other than a Segment End Point Facility
284 (collectively, the "Interconnection Points"). City shall reimburse ThinkBig for the
285 cost of such construction and interconnections but only after the costs for
286 construction of such Interconnection Points has been reviewed by the City's
287 procurement officer and approved by the City's Director of Administration to
288 determine if such costs are within the City budget. If the costs cannot be covered
289 by expenditures already approved by the City budget, such expenditure shall be
290 submitted to the City Council for approval.
291

292 **4.8 Lease Fees.** Fees shall be set forth in the Lease Order Form. City agrees to pay
293 any Non-Recurring Fees when the Lease Order Form is fully executed by both
294 parties, unless otherwise stated in the individual Lease Order Form. Annual
295 recurring fees shall be due on the first day of August during the Lease Term. In the
296 event the Lease begins on a date other than on the first day of August or ends on a
297 date other than the first of day of August, then the first Lease Fee shall be prorated.
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4.9 Refunds or late fees. There shall be no late fees applied to payment of the Lease fees. Nor shall there be any refunds for any interruption of service provided that service is restored without cost to the City. Should the City incur out of pocket costs to restore service, Think Big agrees to reimburse the City for such costs.

4.10 Term of Lease Agreement. Subject to the default provisions as set forth in Article 7, the Lease for each Segment shall become effective on the date written in the Lease Order and shall terminate on the date when all Lease Order Forms have expired or terminated pursuant to the Terms of this Agreement. However, all other provisions of this Agreement which are expressly stated herein to survive such Lease termination shall remain binding on the parties hereto.

4.11 Lease Term Expiration. Upon the expiration or termination of the Lease, all rights to the use of the Customer Fibers therein shall revert to ThinkBig without reimbursement of any of the Lease Fee or other sums, costs, fees or expenses previously made with respect thereto so long as the Compensation for the use of Public Rights of Way has been paid through July 31st of the next payment term at the time of Lease expiration.

4.12 Customer Termination. The City may terminate the Lease for convenience for any Segment prior to the end of the Lease upon sixty (60) days prior written notice to ThinkBig. Termination of the Lease shall not affect the conduit fees payable pursuant to Article 5 of this Agreement so long as the City is using any Customer Fiber.

4.13 Operation, Maintenance and Repair; Relocation. ThinkBig will not be responsible for performing any work other than as specified as follows:

- i) **Maintenance.** From the Lease Effective Date with respect to each Segment, the maintenance of the ThinkBig Network within such Segment shall be provided in accordance with the maintenance and repair standards set forth in Exhibit B.
- ii) **Failure to Perform Maintenance.** In the event ThinkBig has failed to perform its obligations relating to the maintenance of the Customer Fibers pursuant to Exhibit "B" for any reason. ThinkBig agrees that City, with written approval from ThinkBig, may access the ThinkBig Network and the Interconnection Points solely for the purpose of providing maintenance to the Customer Fibers, provided such maintenance shall be performed by persons sufficiently qualified to perform such maintenance. ThinkBig shall reimburse Customer's pre-approved reasonable costs of performing such maintenance activities. In order to access the ThinkBig Network, City must give prior notice to ThinkBig of access required, purpose of access, and the Persons who will be obtaining access within ten (10) days of access. City agrees to follow any third-party access protocols when accessing the ThinkBig Network.

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iii) **Relocation.** If underlying route owner is required to relocate any portion of the Network, ThinkBig shall have the right to reasonably determine the extent and timing of such relocation, and any such relocation shall incorporate fiber meeting or exceeding the specifications set forth in Exhibit "C" and be subject to Acceptance Testing. In the event relocating the Network may reasonably be expected to cause an interruption or loss of service to the Customer Fibers, ThinkBig shall notify Customer of said possibility.

Section 5. Compensation to the City for Use of Public Right of Way.

5.1 Fees Fixed According to State Value. Upon expiration of the Abatement Period, ThinkBig shall pay to the City a fee for use of the Public Rights-of-Way, due and payable on the first day of August following expiration of the Abatement Period and on the same day every year thereafter for as long as this Agreement remains in force. The Fixed Fees shall be pro-rated to the effective date the first conduit was installed. ThinkBig’s annual conduit fees at the linear rate shall be fixed according to the rates set forth in the City Code Chapter 177, Article II, as may be amended from time to time.

5.2 Fees Payable Regardless of Lease. The parties recognize that the availability of the Dark Fiber has value to the City in excess of the fees contemplated under the Lease. It is the intent of the parties that the Lease fee set forth in Section 4 above be a complete offset to the conduit fees due and payable under City Code Chapter 177, Article II. Notwithstanding that intent, however, if within three (3) years of installation the City is unable to use the Dark Fiber being offered by ThinkBig on the terms and conditions set forth in this Agreement as a result of a Force Majeure or due to technical complications preventing the City from accessing the Dark Fiber (prior to its becoming lit and operational) or ThinkBig’s failure to install Dark Fiber in the downtown areas of the City as contemplated by this Agreement, then ThinkBig will still be responsible for the conduit fees beginning on the second anniversary of this Agreement based upon the linear feet of their fiber optic network located in the Public Rights of Way pursuant to City Code Chapter 177, Article II. Once a Lease Order is signed and the City’s Dark Fiber becomes lit and operational, this Section 5.2 of the Agreement shall no longer be of any force and effect.

Section 6. Insurance.

6.1 Insurance Policy Required. ThinkBig shall obtain and maintain, in full force and effect, at its sole cost and expense, during the term of this Agreement, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Maryland and which has an A.M. Best rating (or equivalent) no less than A-minus, indemnifying the City from and against any and all claims for injury or damage to persons or property, both real and person, caused by the construction, installation, reconstruction, operation, maintenance, or

389 removal of the Network by ThinkBig or any of its contractors, subcontractors,
390 agents or employees in the following amounts:

- 391
- 392 i) The amount of such insurance against liability for damage to property shall
393 be no less than One Million Dollars (\$1,000,000) as to any single
394 occurrence.
- 395 ii) The amount of such insurance against liability for injury or death to any
396 person shall be no less than One Million Dollars (\$1,000,000).
- 397 iii) The amount of such insurance for excess liability shall be Three Million
398 Dollars (\$3,000,000) in umbrella form.
- 399 iv) The amount of such insurance against all claims arising out of the operation
400 of motor vehicles and general tort or contract liability shall be One Million
401 Dollars (\$1,000,000) per occurrence combined single limit for bodily injury
402 and property damage.

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404 **6.2 Additional Insureds.** The City, its officials, and its employees shall be
405 designated as additional insureds under each of the insurance policies required in
406 this Section.

407

408 **6.3 No Cancellation Without Alternative Policy.** ThinkBig shall not cancel any
409 required insurance policy without obtaining alternative insurance in conformance
410 with this Section and without submitting insurance certificates to the City verifying
411 ThinkBig has obtained such alternative insurance. ThinkBig shall provide the City
412 with at least thirty (30) days prior written notice in the event there is an adverse
413 material change in coverage, or the policies are cancelled or not renewed.

414

415 **6.4 Proof of Insurance.** ThinkBig shall deliver to the City Certificates of Insurance
416 showing evidence of the required coverage within thirty (30) days of the Effective
417 date of the Agreement, upon request by the City.

418

419 **Section 7. Default & Disputes.**

420

421 **7.1. Right to Terminate.** If the City has reason to believe that ThinkBig has not
422 complied with any material provision of this Agreement, it shall notify ThinkBig
423 in writing of the nature of such alleged noncompliance and the section(s) of this
424 Agreement that it believes has been violated and the details relating thereto. If the
425 City does not notify ThinkBig of any noncompliance or violation of this
426 Agreement, it shall not operate as a waiver of any rights of the City hereunder or
427 pursuant to applicable law.

428

429 **7.2 Time to Cure.** Notwithstanding whether the City notifies ThinkBig, upon the
430 occurrence of an Event of Default, as defined below, ThinkBig shall have thirty
431 (30) days from such occurrence to: (i) respond to the City, if ThinkBig contests the
432 assertion of noncompliance; (ii) notify the City, if City is not yet aware of such
433 Event of Default, (iii) cure such noncompliance; and (iv) in the event that, by nature

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of the noncompliance, it cannot be cured within the thirty (30) day period, inform the City in writing how much additional time is necessary to complete the cure and provide a reasonable schedule for curing such cure, provided that City shall grant such additional time to cure if ThinkBig shall have promptly commenced efforts to cure and continues to diligently pursue its efforts to cure.

7.3 Remedies. Upon the occurrence of an Event of Default, the City may, at its sole option, seek any and all remedies available under this Agreement and at law or equity.

7.4 Events of Default. The following actions by ThinkBig shall constitute a default under this Agreement (collectively, “Events of Default”):

- i) ThinkBig changes its name or address from that set forth herein, unless it shall have given the City no less than thirty (30) days prior written notice.
- ii) ThinkBig enters into any transaction of merger or consolidation (unless ThinkBig is the surviving entity), unless the surviving entity is organized and existing under the laws of the United States or any state thereof and prior to the consummation of such event: (A) the surviving entity executes and delivers an agreement containing such person’s effective assumption and agreement to perform all of ThinkBig’s obligations hereunder and the City consents to such agreement in writing, which consent will not be unreasonably withheld.
- iii) ThinkBig breaches any representation or warranty contained herein or made any incorrect representation or warranty in any other document furnished to the City in connection herewith.
- iv) ThinkBig fails to maintain the insurance required by this Agreement.
- v) ThinkBig becomes insolvent or ceases to do business in the ordinary course’ or makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; an involuntary petition in bankruptcy, other insolvency protection against a party is filed and not dismissed within sixty (60) days; or a party fails to observe and perform any material term of this Agreement and such failure continues for a period of thirty (30) days after written notice from the City may: terminate this Agreement and any Lease Order Form, in whole or in part, in which event such party shall have no further duties or obligations thereunder, and/or (B) pursue any remedies the party may have under this Agreement. at law or in equity.
- vi) Any representation or warranty made by ThinkBig in any documents entered into in connection with this Agreement or any information provided by ThinkBig in connection with the transactions evidence by this Agreement is materially incomplete, incorrect or misleading as of the date made or delivered.
- vii) ThinkBig fails to observe or perform any material obligation under this Agreement and fails to cure such default within the time provided under this Agreement.

478 **Section 8. General Provisions.**

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8.1 Entire Agreement. This written instrument, including any Appendix or Exhibits hereto, contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the City and ThinkBig.

8.2 Captions and Headings. All captions and headings of each section and paragraph in this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.

8.3 Force Majeure. If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation of this Agreement during the bona fide continuance of such inability.

8.4 Assignment & Transfer. Neither ThinkBig nor any Affiliated Entity shall transfer, assign, or otherwise encumber, through its own action or by operation of law, its right, title, or majority ownership interest in the Network or in this Agreement without the prior written consent of the City, provided that such consent shall not be unreasonably withheld. Any consent by the City for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions in this Agreement.

8.5 Governing Law. This Agreement shall be governed and construed by and in accordance with the laws of the State of Maryland without regard to conflicts of laws principles.

8.6 Change of Law. In the event there is a change in a federal or state statute or regulation applicable to the Network or this Agreement, the City or ThinkBig may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The City and ThinkBig shall amend this Agreement to comply with such change in statute or regulation.

8.7 Compliance with All Laws. ThinkBig shall comply with all federal, state, and generally applicable local laws and regulations.

8.8 Waiver of Jury. The parties waive any right to a jury trial in any litigation that may arise to enforce the terms of this Agreement.

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8.9 Venue. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Maryland, Harford County.

8.10 Nondiscrimination. As a condition of entering into this Agreement, ThinkBig may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall ThinkBig retaliate against any person for reporting instances of such discrimination. ThinkBig shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. ThinkBig understands that a material violation of this clause shall be considered a material breach of this Agreement. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

8.11 Severability. If any section, provision, or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, or is preempted by federal or state laws or regulations, such section, provision, or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity, or enforceability of the remaining portions of this Agreement. In addition, Sections 6 (Insurance) and 8 (General Provisions) shall survive the expiration or termination of this Agreement.

8.12 Representations & Warranties. ThinkBig represents and warranties that it is duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization, duly qualified to do business in each jurisdiction it is located or operates, and has full limited liability company power and authority to enter into and perform its obligations under this Agreement, and that the execution, delivery and performance by ThinkBig of this Agreement have been duly authorized by all necessary limited liability company action on the part of ThinkBig.

8.13 Third Party Beneficiaries. Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

8.14 Appropriations. It is not anticipated that the City will be making any appropriations out of the City budget for the performance under this Agreement other than installation of electronic and optical equipment to cause the Dark Fiber to become lit and operational. Notwithstanding the foregoing, City will cooperate with ThinkBig and provide any necessary consents or information to the extent

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necessary to secure grant or other funding for the installation of fiber optic broadband networks contemplated under this Agreement.

8.15 Individual Liability. ThinkBig agrees that no elected or public official of the City shall be held individually liable under this Agreement.

8.16 Sovereign Immunity. To the extent it may have any, the City does not waive any defense related to its sovereign immunity or status as a municipality of the State of Maryland.

8.17 Notices. All notices required by this Agreement shall be made via hand delivery or registered certified mail with confirmed receipt at the addresses first listed above, or as notified to a party in writing:

To the City:
City of Havre de Grace
Attn: Director of Administration
711 Pennington Avenue
Havre de Grace, MD 21078

With copy to:

City Attorney
224 N Washington Street
Havre de Grace, MD 21078

To ThinkBig:

ThinkBig Networks
Attn: CEO, Dee Anna Sobczak
PO Box 1388
Brooklandville, MD 21022

With a copy to:
dsobczak@thinkbignets.com

or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith.

8.18 Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument; and in pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one complete set of such counterparts.

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8.19 Publicity. Neither party shall have the right to use the other party's or its Affiliates' trademarks, service marks or trade names or to otherwise refer to the other party in any marketing, promotional or advertising materials or activities. Neither party shall issue any publication nor press release relating to any contractual relationship between ThinkBig and the City, except as may be required by law or agreed between the parties in writing.

8.20 Relationship of Parties. The relationship between City and ThinkBig shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including but not limited to federal income tax purposes.

8.21 Construction. The language in all parts of this Agreement shall be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against either party. The parties hereto acknowledge and agree that this Agreement has been negotiated by the parties and has been the subject of arm's length and careful negotiation over a considerable period, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing the Agreement.

8.22 Indemnification. Each party shall indemnify the other from claims by third parties arising from damage to tangible property, personal injury, or death caused by such party's negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlements, and all costs and expenses associated with the claim (including legal fees and court costs).

8.23 Tax Exemption. The City is a tax-exempt governmental entity and will provide ThinkBig network an exemption certificate to the extent any taxes (such as consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges) would otherwise be applicable to the Dark Fiber being provided under the Lease pursuant to the terms of this Agreement. The City reserves the right to impose a surcharge to any end user of the Dark Fiber to recover such taxes if applicable.

[SIGNATURE PAGE FOLLOWS.]

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IN WITNESS WHEREOF the Parties have executed this Agreement as of the date(s) referenced below:

MAYOR AND CITY COUNCIL OF HAVRE DE GRACE

By: _____ Date: _____
William T. Martin, Mayor

ATTEST:

Stephen J. Gamatoria, Director of Administration

Approved for Legal Sufficiency this ___ day of _____, 2023.

April C. Ishak, City Attorney

THINKBIG NETWORKS, LLC

By: _____ Date: _____
Mark Wagner, President

EXHIBIT A

Dark Fiber Lease Order Form

Between The Mayor and City Council of Havre de Grace and ThinkBig Networks, LLC

Order Date:	
Order#:	Havre de Grace 1
Customer:	Mayor and City Council of Havre de Grace
Dark Fiber Agreement Expiration Date:	
Term:	30 year

This Dark Fiber Lease Order Form is incorporated into the Agreement for Installation of Fiber Optic Broadband Network and Dark Fiber Lease Agreement (the "Agreement") executed by the Mayor and City Council of Havre de Grace Customer ("Customer" or "HdG") and ThinkBig Networks, LLC ("TBN" or "ThinkBig") dated _____. Unless otherwise noted, capitalized terms used but not defined herein shall have the same meaning set forth in the Agreement.

1. Order. Customer hereby orders the following Customer Fibers and TBN hereby agrees to deliver the following Customer Fibers, all pursuant to and in accordance with the terms of the Agreement.

ThinkBig Networks: HdG Backbone Fiber	Fiber Count	Fiber Pairs	Buffer Tube			Targeted Completion Date	Initial Requested Service
	12	Six Pairs	Blue				
ThinkBig Networks HdG Laterals							
	2	One pair	Blue				

*The route of the Segments shall be as depicted and described in Schedules attached hereto as The Project Plan ("Appendix A").

2. Lease Fee. Customer agrees to pay, as compensation for the use of the Customer Fibers, the fees set forth

All Leased Fiber	Lease Fee	
HdG	\$0.81	Per linear foot of all underground fiber optic cable/conduit installed in HdG Public Rights-of-Way by ThinkBig pursuant to the Agreement as of the date of this Lease Order

- 23 3. One time construction costs: N/A
- 24
- 25 4. Acceptance Testing Package. TBN will provide the following deliverables to Customer
- 26 as part of the Acceptance Testing Package:
- 27 • Completion Notice
- 28 • Final Route Map (as-builts)
- 29 • Circuit ID or unique fiber ID
- 30 • NOC Escalation list and local contacts
- 31 • Fiber Test Results (Bi-Directional OTDR, Bi-Directional Power Meter).
- 32
- 33 5. The Lease fee becomes payable on the same date the conduit fee is payable under the
- 34 Agreement.
- 35
- 36

MAYOR AND CITY COUNCIL OF HAVRE DE GRACE

41 By: _____ Date: _____
 42 William T. Martin, Mayor

43
 44
 45 ATTEST:
 46
 47 _____
 48 Stephen J. Gamatoria, Director of Administration

EXHIBIT B

Maintenance and Repair Standards

ThinkBig Service Contact-Escalation List (calls and texts are accepted):

- 1. Dave Insley, 443-962-0378
- 2. Craig Malang, 571-436-0865
- 3. Dave Barr, 410-699-0133
- 4. Dave Hartman, 443-850-0764
- 5. Mark Wagner, 443-677-6728
- 6. Dee Anna Sobczak, 410-215-0396

Scheduled Maintenance

Routine maintenance and repair of the Customer Fiber ("Scheduled Maintenance") shall be performed by or under the direction of ThinkBig, at ThinkBig's reasonable discretion.

Scheduled Maintenance shall commence with respect to each Segment upon the Effective Date of this Agreement.

Unscheduled Maintenance

Non-routine maintenance and repair of the Customer Fiber that is not included as Scheduled Maintenance ("Unscheduled Maintenance") shall be performed by or under the direction of ThinkBig. Unscheduled Maintenance shall commence with respect to each Segment upon the Effective Date. Unscheduled Maintenance shall consist of:

- "Emergency Unscheduled Maintenance" in response to an alarm identification by ThinkBig's Operations Center, notification by the Customer or notification by any third party of any failure, interruption, or impairment in the operation of fibers within the ThinkBig Network, or any event imminently likely to cause the failure, interruption or impairment in the operation of City Fiber or fibers within the ThinkBig Network.
- "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of fibers within the City Fiber or ThinkBig Network not covered by Scheduled Maintenance. The City shall immediately report the need for Unscheduled Maintenance to ThinkBig in accordance with reasonable procedures agreed by the Parties from time to time. ThinkBig will log the time of the City's report, verify the problem and dispatch personnel immediately to take corrective action.

Operations, Maintenance, and Repair

ThinkBig shall have on call (24) hours a day, seven (7) days a week trained and qualified personnel. ThinkBig's maintenance personnel will be available for dispatch twenty-four (24) hours

44 a day, seven (7) days a week. ThinkBig will not be responsible for monitoring the performance or
45 operation of the Customer Fiber; in the event that the Customer detects a failure in the operation
46 of the Customer Fiber which may indicate the need for Unscheduled Maintenance, The Customer
47 shall report the failure to ThinkBig's representative. ThinkBig will provide the Customer with
48 contact information for reporting the failure and will update the contact list as necessary.
49

50 **Planned Service Work Period**

51 Scheduled Maintenance that is reasonably expected to produce any signal discontinuity must be
52 coordinated between the Parties. Generally, this work should be scheduled after 12:01 and before
53 4:59 a.m. Monday through Friday, local time, with exceptions made only as needed for
54 emergencies. The intent is to avoid jeopardy work during high-traffic periods.
55

56 **Cooperation and Coordination**

57 In performing its services hereunder, ThinkBig shall take workmanlike care to prevent impairment
58 to the signal continuity and performance of the Customer Fibers. The precautions to be taken by
59 ThinkBig shall include notifications to the Customer. In addition, ThinkBig shall reasonably
60 cooperate with Customer in sharing information and analyzing the disturbances regarding the
61 Customer Fiber. If any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or
62 reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of
63 the Customer, then Customer shall, at ThinkBig's reasonable request, make such personnel of the
64 Customer available as may be necessary in order to accomplish such maintenance, which
65 personnel shall coordinate and cooperate with ThinkBig in performing such maintenance as
66 required of ThinkBig hereunder.
67

68 ThinkBig shall notify Customer at least (5) calendar days prior to the date in connection with any
69 Planned Service Work Period ("PSWP") of any Scheduled Maintenance and as soon as possible
70 after becoming aware of the need for Unscheduled Maintenance. The Customer shall have the right
71 to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance
72 so long as this requirement does not interfere with ThinkBig's ability to perform its obligations
73 under the Agreement. If Scheduled Maintenance is canceled or delayed for whatever reason as
74 previously notified, ThinkBig shall notify Customer at ThinkBig's earliest opportunity, and will
75 comply with the provisions of this Agreement to reschedule any delayed activity.
76

77 **Customer Fiber**

78 ThinkBig shall have its first maintenance personnel at the site requiring Emergency Unscheduled
79 Maintenance activity within four (4) hours after the time ThinkBig becomes aware of an event
80 requiring Emergency Unscheduled Maintenance, unless delayed by Force Majeure Events.
81 ThinkBig shall maintain a 24-hour toll-free telephone number to contact repair personnel.
82 ThinkBig's personnel shall dispatch maintenance and repair personnel along the system to handle
83 and repair problems detected in the ThinkBig Network: (i) upon notification by one of ThinkBig's
84 personnel or agents, (ii) upon notification through the ThinkBig's and/or the Customer's remote
85 surveillance equipment, (iii) upon notification by the Customer to ThinkBig, or (iv) upon
86 notification by a third party.
87

88 ThinkBig's representatives that are responsible for initial restoration of a cut cable shall carry on
89 their vehicles the typically appropriate equipment that would enable a temporary splice, with the
90 objective of restoring operating capability in as little time as possible. ThinkBig shall maintain and
91 supply an inventory of spare cable in storage facilities supplied and maintained by ThinkBig at
92 strategic locations to facilitate timely restoration.

93

94 **Restoration**

95 ThinkBig shall respond to any event giving rise to the need for Unscheduled Maintenance as
96 quickly as possible (allowing for delays caused by Force Majeure Events) in accordance with the
97 procedures set forth herein.

98

99 When restoring a cut cable in the ThinkBig Network, the parties agree to work together to restore
100 all traffic as quickly as possible. ThinkBig, promptly upon arriving on the site of the cut, shall
101 determine the course of action to be taken to restore the cable and shall begin restoration efforts.
102 ThinkBig shall splice fibers tube by tube or ribbon by ribbon or fiber buffer by fiber buffer, rotating
103 between tubes, ribbons or buffers operated by the parties having an interest in the cable, including
104 Customer and all future fiber users of the system; provided that, operating fibers (i.e., fibers which
105 have been jumpered to the Customer's or another party's space or equipment) in all buffer tubes or
106 ribbons or fiber bundles shall have priority over any non-operating fibers in order to allow
107 transmission systems to come back on line; and provided further that, ThinkBig will continue such
108 restoration efforts until all lit fibers in all buffer tubes or ribbons are spliced and all traffic restored.
109 Notwithstanding the foregoing, ThinkBig does not guarantee any specific rotational prioritization
110 for the Customer considering the overriding requirement for expediency in restoration of services
111 to all parties.

112

113 **Facilities**

114 The Customer will be solely responsible for providing and paying for the direct cost of any and all
115 maintenance of all electronic, optical, and other equipment, materials and facilities used by the
116 Customer in connection with the operation of the Customer Fiber, none of which is included in the
117 maintenance services to be provided hereunder.

118

119 **Subcontracting**

120 ThinkBig may subcontract any of the maintenance services hereunder; provided that ThinkBig
121 shall require the subcontractor(s) to perform in accordance with the requirements and procedures
122 set forth herein and does not add an additional markup for the work. The use of any such
123 subcontractor shall not relieve ThinkBig of any of its obligation's hereunder.

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EXHIBIT C

Testing Standards and Process

Fiber shall be ITU-T G.652D compliant or better. All splices shall be the fusion type. Splices shall have an optical attenuation of no more than 0.1dB at both 1550nm and 1310nm.

At the time of construction, ThinkBig shall provide bidirectional OTDR test results end-to-end of each fiber strand dedicated to the Customer at 1310 and 1550 nm. If a result is not in compliance, the Company shall remediate the fault within one week or on a mutually agreeable schedule. If necessary, the Company shall provide replacement strands from its own portion of the cable to replace faulty strands. The Company shall notify the Customer when tests will take place, and the Customer may at its discretion observe the tests.

A fiber strand shall be deemed compliant if total end-to-end link attenuation does not exceed manufacturer specifications at 1310 nm and 1550 nm with allowances for splices (0.1 dB per splice) and connectors (0.5 dB per mated connector pair).

When the Customer wishes to activate the Customer Fibers, it shall request in writing the endpoints, the desired connection, and routing of the fiber and the splicing required. ThinkBig shall schedule the work, including a second round of fiber tests, to be performed within one week or on a mutually agreeable schedule. If necessary, ThinkBig shall provide replacement strands from its own portion of the cable to replace faulty strands. ThinkBig shall notify the Customer when end-to-end tests will take place, and the Customer may at its discretion observe the tests.

A fiber strand shall be deemed compliant if total end-to-end link attenuation does not exceed manufacturer specifications at 1310 nm and 1550 nm with allowances for splices (0.1dB per splice) and connectors (0.5 dB per mated connector pair).

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Declaration of State of Emergency: 2023-03**
(800 block of Erie Street)

Date: **8/1/2023**

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 August 14, 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



DECLARATION OF STATE OF EMERGENCY: 2023-02

WHEREAS, Resolution 2011-11 established the 800 block of Erie Street as a permanent, one-way street; and

WHEREAS, Executive Order 2016-01 established the 800 block of Erie Street as a two-way street; and

WHEREAS, parking is permitted on both sides of the 800 block of Erie Street; and

WHEREAS, the 800 block of Erie Street is a narrow residential street approximately 27 feet wide; and

WHEREAS, currently, the 800 block of Erie Street is being used for both ingress and egress to U.S. Route 40 by a high volume of traffic from motor vehicles, including trucks that exceed the 5 Ton Gross Vehicle Weight Rating (“GVWR”), inundating the residential street with nearly continuous traffic and creating a public safety threat for citizens living in the area; and

WHEREAS, the City has received a number of complaints from citizens living in the 800 block of Erie Street, who have reported safety concerns and the destruction of personal property due to the high volume of two-way traffic on such a narrow street; and

WHEREAS, the 800 block of Erie Street, due to its narrow width, high volume of traffic from both motor vehicles and trucks over 5 Ton GVWR, safety hazards, safety concerns, and reports of destruction of personal property, is unsuitable for two-way traffic and is a threat to the health, safety, and welfare of the citizens of Havre de Grace; and

WHEREAS, returning the 800 block of Erie Street to a one-way street for eastbound traffic coming off U.S Route 40 would not create an adverse effect on the public who would still be able to use existing routes from Maryland State Highway 7A, known as Otsego Street to access U.S Route 40; and

WHEREAS, Section 18 D of the City Charter authorizes the Mayor to declare a State of Emergency; and

WHEREAS, pursuant to section 18 D of the City Charter, the Mayor, during any declared state of emergency, is authorized to issue executive orders pertaining to the use of City property as may be necessary to protect the health, safety, and welfare of the citizens and City employees.

WHEREAS, pursuant to Md. Public Safety Code Ann. § 14-111, at the July 17, 2023, meeting of the Mayor and City Council of Havre de Grace, the City Council extended Declaration of State of Emergency 2023-01 for an additional 30 days.

NOW THEREFORE, I, WILLIAM T. MARTIN, Mayor of the City of Havre de Grace, by virtue of my oath to uphold the laws of the State of Maryland and authority granted under City Charter Section 13 and 18 D, in an effort to protect the safety, health, and welfare of the citizens and employees of the City of Havre de Grace and to prevent loss of life and injury to persons and property, hereby declare that a State of Emergency exists on the 800 block of Erie Street in the City of Havre de Grace. By virtue of the authority granted under the City Charter,

IT IS HEREBY ORDERED THAT:

1. The Police Department and the Department of Public Works, under the supervision of the Mayor, shall develop a suitable response to provide relief to the citizens living in the 800 block of Erie Street, including making the 800 block of Erie Street a one-way street, to protect the health, safety, and welfare of the public; and
2. This state of emergency went into effect on June 15, 2023 until July 15, 2023, extended by the City Council for an additional 30 days to expire on August 15, 2023, and the City Council now orders that this State of Emergency shall be extended an additional 30 days commencing on August 16, 2023, and expiring September 15, 2023, unless extended by the City Council for an additional 30 days.

Issued under my hand and seal this _____ day _____, 2023.

Witness/Attest:

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor