



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 21, 2023

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



COUNCIL MEETING AGENDA

August 21, 2023

711 Pennington Avenue, Havre de Grace, Maryland

7:00 p.m.

Public Hearing on Ordinance No. 1116 concerning Adopting Truck Traffic Workgroup Recommendations and Amending City Code 190-21

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

Public Hearing on Ordinance No. 1117 concerning Approving a Contract with ThinkBig Networks LLC

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

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Opening Prayer: Rev. Mary Whitehead, Spearhead Global Outreach
5. Approval of the Minutes:
 - A. City Council Public Work Session Minutes – August 14, 2023
 - B. City Council Meeting Minutes – August 14, 2023 (8/7/23 was postponed to 8/14/23)
 - C. City Council Closed Session Meeting Minutes – August 14, 2023
 - i. Votes from Closed Session
6. Comments from Citizens
7. Appointments:
 - A. Historic Preservation Commission (CM Jones)
 - i. Jim Nemeth – Reappointment
8. Recognitions: None
9. Proclamations:
 - A. Havre de Grace Little League Senior Girls Softball All-Star Team
10. Presentations:
 - A. Department of Parks, Events & Recreation (Bambi Johnson, Chief)

11. Resolutions:

A. **Charter Resolution concerning Amending Sections Pertaining to the Department of Economic Development: First Reading (CM Robertson)**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE HAVRE DE GRACE CITY CHARTER SECTION 19 TO AMEND CITY CHARTER SECTIONS 18 C., 83 AND 84; GENERALLY PERTAINING TO THE DEPARTMENT OF ECONOMIC DEVELOPMENT; RETITLING THE DEPARTMENT OF ECONOMIC DEVELOPMENT, RETITLING THE POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT, AMENDING THE DUTIES OF THE DIRECTOR OF ECONOMIC DEVELOPMENT

12. Ordinances:

A. **Ordinance No. 1113 concerning Amending Portions of Chapter 205 Zoning – Commercial/Industrial Districts: Second Reading (CM Schneegas)**

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT AND LAND USE ARTICLES OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND PORTIONS OF CITY CODE 205-ZONING

B. **Ordinance No. 1114 concerning Establishing Tax Credits for Vacant Lot Conversions to Public Parking in the Downtown Business District: Second Reading (CM 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

C. **Ordinance No. 1115 concerning Changing the Traffic Pattern on Erie Street: Second 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, 34, 65, AND 66 OF THE HAVRE DE GRACE CITY CHARTER TO CHANGE THE TRAFFIC PATTERN ON ERIE STREET

D. **Ordinance concerning Amending City Code 120: Nuisance pertaining to Graffiti: 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 AMEND CITY CODE SECTION 120: NUISANCE

E. **Ordinance concerning Approving a Deed Transferring Surplus Property to Habitat for Humanity Susquehanna, Inc.: 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 SECTION 75 TO APPROVE A DEED TRANSFERRING SURPLUS PROPERTY TO HABITAT FOR HUMANITY SUSQUEHANNA, INC.

F. **Ordinance concerning Approving Budget Amendment 2024-01 to Carry Forward FY 2023 Capital Projects and Reallocation of Funds: First Reading (CM Robertson)**

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE BY THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND SECTION 37 OF THE HAVRE DE GRACE CITY CHARTER FOR THE PURPOSE OF AMENDING THE CITY BUDGET FOR FISCAL YEAR 2024, TO ADDRESS DESIGNATING CARRY OVER FUND BALANCES AND THE REALLOCATIONS OF FUNDS FOR THE CITY OF HAVRE DE GRACE FOR FISCAL YEAR 2024

13. Old Business:

A. **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

14. New Business:

A. Special Events (Steve Gamatoria)

- i. 5th Annual Lock House Craft Beer and Wine Festival, April 20, 2024
11:00 a.m.-5:00 p.m., Lock House Museum Grounds

15. Directors Report:

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

16. Business from Mayor Martin

17. Business from Council:

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

18. Adjournment

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance No. 1116 concerning Adopting Truck Traffic
Workgroup Recommendations**

(Public Hearing)

Date: **8/15/2023**

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 21, 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. 1116

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.

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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.

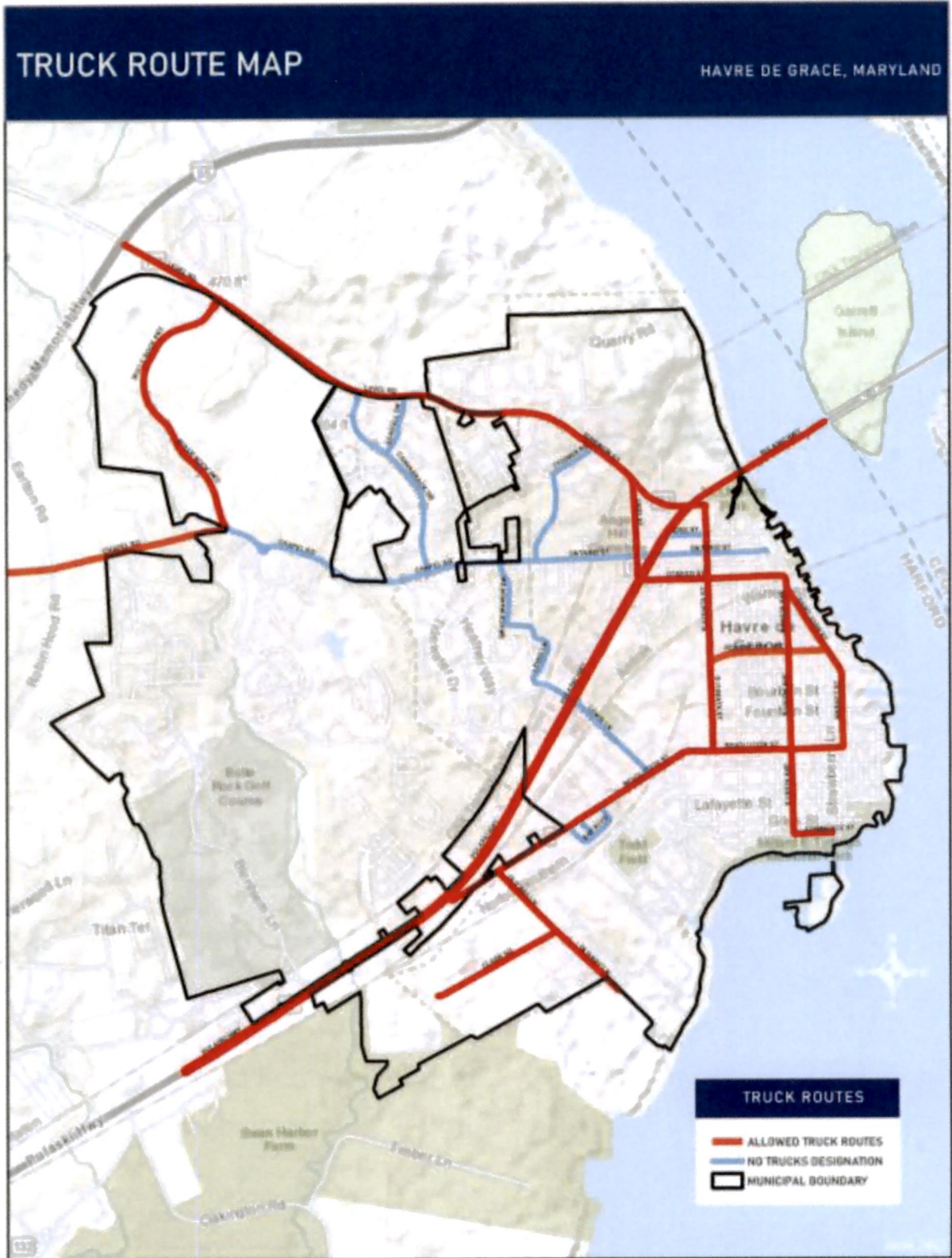
5. Erie Street 800 Block Solution

- 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



CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance No. 1117 concerning Approving a Contract
with ThinkBig Networks**

(Public Hearing)

Date: **8/15/2023**

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 21, 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. 1117

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 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.

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 _____
68 Stephen J. Gamatoria
69 Director of Administration

70
71 _____
72 William T. Martin
73 Mayor

74
75 Introduced/First Reading: 8/14/2023
Public Hearing:
Second Reading/Adopted:
Effective Date:

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.

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.

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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

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

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

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

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

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

4.8 Lease Fees. Fees shall be set forth in the Lease Order Form. City agrees to pay any Non-Recurring Fees when the Lease Order Form is fully executed by both parties, unless otherwise stated in the individual Lease Order Form. Annual recurring fees shall be due on the first day of August during the Lease Term. In the event the Lease begins on a date other than on the first day of August or ends on a 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.

344 iii) **Relocation.** If underlying route owner is required to relocate any portion
 345 of the Network, ThinkBig shall have the right to reasonably determine the
 346 extent and timing of such relocation, and any such relocation shall
 347 incorporate fiber meeting or exceeding the specifications set forth in Exhibit
 348 "C" and be subject to Acceptance Testing. In the event relocating the
 349 Network may reasonably be expected to cause an interruption or loss of
 350 service to the Customer Fibers, ThinkBig shall notify Customer of said
 351 possibility.
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353 **Section 5. Compensation to the City for Use of Public Right of Way.**

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 355 **5.1 Fees Fixed According to State Value.** Upon expiration of the Abatement
 356 Period, ThinkBig shall pay to the City a fee for use of the Public Rights-of-Way,
 357 due and payable on the first day of August following expiration of the Abatement
 358 Period and on the same day every year thereafter for as long as this Agreement
 359 remains in force. The Fixed Fees shall be pro-rated to the effective date the first
 360 conduit was installed. ThinkBig’s annual conduit fees at the linear rate shall be
 361 fixed according to the rates set forth in the City Code Chapter 177, Article II, as
 362 may be amended from time to time.
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364 **5.2 Fees Payable Regardless of Lease.** The parties recognize that the availability
 365 of the Dark Fiber has value to the City in excess of the fees contemplated under the
 366 Lease. It is the intent of the parties that the Lease fee set forth in Section 4 above
 367 be a complete offset to the conduit fees due and payable under City Code Chapter
 368 177, Article II. Notwithstanding that intent, however, if within three (3) years of
 369 installation the City is unable to use the Dark Fiber being offered by ThinkBig on
 370 the terms and conditions set forth in this Agreement as a result of a Force Majeure
 371 or due to technical complications preventing the City from accessing the Dark Fiber
 372 (prior to its becoming lit and operational) or ThinkBig’s failure to install Dark Fiber
 373 in the downtown areas of the City as contemplated by this Agreement, then
 374 ThinkBig will still be responsible for the conduit fees beginning on the second
 375 anniversary of this Agreement based upon the linear feet of their fiber optic network
 376 located in the Public Rights of Way pursuant to City Code Chapter 177, Article II.
 377 Once a Lease Order is signed and the City’s Dark Fiber becomes lit and operational,
 378 this Section 5.2 of the Agreement shall no longer be of any force and effect.
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380 **Section 6. Insurance.**

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 382 **6.1 Insurance Policy Required.** ThinkBig shall obtain and maintain, in full force
 383 and effect, at its sole cost and expense, during the term of this Agreement, the
 384 following minimum insurance coverage with an insurance company that is
 385 authorized to conduct business in Maryland and which has an A.M. Best rating (or
 386 equivalent) no less than A-minus, indemnifying the City from and against any and
 387 all claims for injury or damage to persons or property, both real and person, caused
 388 by the construction, installation, reconstruction, operation, maintenance, or

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

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

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

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

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

Section 7. Default & Disputes.

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

7.2 Time to Cure. Notwithstanding whether the City notifies ThinkBig, upon the occurrence of an Event of Default, as defined below, ThinkBig shall have thirty (30) days from such occurrence to: (i) respond to the City, if ThinkBig contests the assertion of noncompliance; (ii) notify the City, if City is not yet aware of such 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 warrants 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

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

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41 By: _____ Date: _____

42 William T. Martin, Mayor

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44

45 ATTEST:

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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.

124

125

1 **EXHIBIT C**

2
3 **Testing Standards and Process**

4
5 Fiber shall be ITU-T G.652D compliant or better. All splices shall be the fusion type. Splices
6 shall have an optical attenuation of no more than 0.1dB at both 1550nm and 1310nm.

7
8 At the time of construction, ThinkBig shall provide bidirectional OTDR test results end-to-
9 end of each fiber strand dedicated to the Customer at 1310 and 1550 nm. If a result is not in
10 compliance, the Company shall remediate the fault within one week or on a mutually
11 agreeable schedule. If necessary, the Company shall provide replacement strands from its own
12 portion of the cable to replace faulty strands. The Company shall notify the Customer when
13 tests will take place, and the Customer may at its discretion observe the tests.

14
15 A fiber strand shall be deemed compliant if total end-to-end link attenuation does not exceed
16 manufacturer specifications at 1310 nm and 1550 nm with allowances for splices (0.1 dB per
17 splice) and connectors (0.5 dB per mated connector pair).

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

25
26 A fiber strand shall be deemed compliant if total end-to-end link attenuation does not exceed
27 manufacturer specifications at 1310 nm and 1550 nm with allowances for splices (0.1dB per
28 splice) and connectors (0.5 dB per mated connector pair).



City of Havre de Grace

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

410-939-1800

Public Work Session – Parking Spaces in the Downtown Area Meeting Minutes

City Hall Council Chambers

August 14, 2023

6:00 p.m.

Call to Order

Mayor Martin opened the meeting at 6:09 p.m.; the reason for the delay was waiting for Councilmember Boyer who was en-route.

Roll Call

Present: Mayor Martin, CP Ringsaker, CM Boker, CM Boyer, and CM Robertson

Absent: CM Jones and CM Schneegas

Discussion

Mayor Martin opened the meeting with an explanation of the administration's pursuit of alternative parking solutions. He then asked Adam Rybczynski to provide several scenarios for parking opportunities. Mr. Rybczynski described the downtown restoration location (at this time) from Washington Street and Congress Avenue to "five points" - primarily the two blocks of Washington Street. There are 65 parking spaces currently in that area. The restoration will see a loss of about 24 spaces. Several options to improve parking would include: a tax incentive plan that could gain anywhere from 5 to 45 spaces based on the participants; changing the parking in the 300 block of Congress Avenue to all diagonal parking and changing the street to a one-way heading east - this would be a gain of 11 spaces; and then in the 100 block of Market Street creating diagonal parking on the west side of the street - this will increase spaces by 3 to 5; lastly, reconfiguration.

Discussions and questions by Council included:

1. The need for a legislative action to change Congress Avenue to one-way.
2. The possible inclusion of a three-way stop sign at Congress Avenue and Washington Street.
3. A holistic review of traffic patterns and all the proposed changes mentioned.
4. Pennington Avenue changes would be a point of discussion at a later date.

Takeaways from this discussion are: the administration will draft legislation for a one-way Congress Avenue with maps.

Councilmember Robertson initiated a discussion about the Visitor Center and the concern about the relocation of the staff to the Opera House. Mayor Martin explained the concept of a complete upgrade of the Visitor Center as being cost prohibitive. Alternative proposals included a simple restroom addition to the Visitor Center; however, that cost was also cost prohibitive. The most recent discussion was to re-purpose the Visitor Center as it exists and create it as a comfort station with a reduced footprint. The Mayor described all of these concepts as it related to relocation of the staff to the Opera House, or discussion points as just spit-balling with nothing set in stone. Mayor Martin also discussed that previous administrations have completed several parking studies; each parking study outcome was the same... 'there is not enough parking.' Mayor Martin also reminded everyone that over the last few years we have increased parking substantially at locations such as David Craig Park, the restriping of Pennington Avenue, Water Street parking, the former high school, and the STAR Centre lot. These improvements, along with the discussions tonight, and possibly including small pocket type parking areas, could improve parking in general in the downtown area. Councilmember Boyer agreed and stated several small successful towns, such as Easton, Lititz, and Berlin have similar parking arrangements.

Adjournment

Councilmember Boker made a motion to adjourn at 6:50 p.m.

Minutes submitted by:

Stephen J. Gamatoria, Director of Administration



August 14, 2023
Public Hearing Proceedings
711 Pennington Avenue, Havre de Grace, Maryland
7:00 p.m.

Mayor Martin explained the public hearing was starting 5 minutes late due to the Council Public Work Session on parking in the downtown area that began at 6 p.m. Mayor Martin also explained this is not the regular night for the Council Meeting, but the August 7, 2023 meeting was postponed to tonight with a modified agenda due to impending severe weather on August 7, 2023.

Public Hearing on Ordinance No. 1113 concerning Amending Portions of Chapter 205 Zoning – Commercial/Industrial Districts was called to order on August 14, 2023 at 7:05 p.m. with Mayor Martin presiding. Council Members present: CP Ringsaker, CM Boker, CM Boyer, and CM Robertson. Council Members absent: CM Jones and CM Schneegas.

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT AND LAND USE ARTICLES OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND PORTIONS OF CITY CODE 205-ZONING

Comments from Citizens:

Robin Shane, 414 Webb Lane, Havre de Grace, spoke in favor of the diversification of the commercial and industrial districts and had inquiries, which were answered by Director Bourcier.

Public Hearing closed at 7:16 p.m.

Public Hearing on Ordinance No. 1114 concerning Establishing Tax Credits for Vacant Lot Conversions to Public Parking in the Downtown Business District was called to order on August 14, 2023 at 7:16 p.m. with Mayor Martin presiding. Council Members present: CP Ringsaker, CM Boker, CM Boyer, and CM Robertson. Council Members absent: CM Jones and CM Schneegas.

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO ESTABLISH TAX CREDITS FOR THE CONVERSION OF VACANT LOTS IN THE CITY'S DOWNTOWN BUSINESS DISTRICT TO PUBLIC PARKING

Comments from Citizens:

John Klisavage, 129/131 N. Washington Street, Havre de Grace, spoke in opposition to the suggestion to move the Visitor Center to the Opera House and was supportive of the administration for taking the effort to try to increase parking; as a growing town, consideration needs to be given to plan for how we prepare for this growth.

Jeanette Pawlak, 218 S. Washington Street, Havre de Grace, spoke in opposition to the legislation and the suggestion to move the Visitor Center to the Opera House.

Lisa Altland, 614 Chapel Heights Drive, Havre de Grace, spoke in opposition to the legislation and changing the current parking; would prefer to see current parking remain and new parking added.

Jared Noe, 325 St. John Street, Havre de Grace, owner of The State Theater, gave information on his business and spoke in support of the parking ideas, but in opposition of moving the Visitor Center to the Opera House. He also spoke on issues and oversight of the STAR Centre.

Chuck Hamrick, 1801 Bear Creek Drive, Forest Hill, spoke as a representative of Scottfield Theater Company in opposition to the Visitor Center moving to the Opera House. He also spoke on concerns with the Opera House and STAR Centre and raised concerns on the lack of communication when changes, such as fees are made at the Opera House.

Joseph Smith, 110 Flying Ebony Place, Havre de Grace, spoke on behalf of the Chamber of Commerce and read a statement from them in support of the tax credit, but in opposition of moving the Visitor Center to the Opera House. Mr. Smith then spoke as a citizen with concerns on the economics of the tax credit and how it will be managed, public involvement in the plans, and angled parking in a residential block. Mr. Smith also spoke on the need for communication, transparency, and community engagement.
Public Hearing closed at 8:13 p.m.

Public Hearing on Ordinance No. 1115 concerning Changing the Traffic Pattern on Erie Street was called to order on August 14, 2023 at 8:13 p.m. with Mayor Martin presiding. Council Members present: CP Ringsaker, CM Boker, CM Boyer, and CM Robertson. Council Members absent: CM Jones and CM Schneegas.

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33, 34, 65, AND 66 OF THE HAVRE DE GRACE CITY CHARTER TO CHANGE THE TRAFFIC PATTERN ON ERIE STREET

Comments from Citizens:

CM Boyer reported the change in the traffic pattern has been extremely beneficial to the residents on this street. She commented there are still problems with the Rt. 40 intersection and at some point, all the streets that intersect Rt. 40 may need to be evaluated.

CP Ringsaker commented that he will be making a motion during the regular Council meeting to extend the Declaration of a State of Emergency for 30 days to give time for the legislation to pass.

Agnes Minor, 835 Erie Street, Havre de Grace, spoke in favor of this ordinance – the resident are ecstatic and they feel safer. Thanked everyone for their support.

Public Hearing closed at 8:17 p.m.

The Council took a recess between the public hearings and the regular Council proceedings.

**August 14, 2023
Council Meeting Proceedings**

The regular meeting of the Mayor and City Council was called to order on August 14, 2023, at 8:29 p.m. with Mayor Martin presiding. Council Members present: CP Ringsaker, CM Boker, CM Boyer, and CM Robertson. Council Members absent: CM Jones and CM Schneegas.

The Pledge of Allegiance was recited, and the opening prayer was given by CP Ringsaker.

Approval of Minutes

City Council Meeting Minutes – CP Ringsaker moved to approve the Council Meeting minutes of July 17, 2023. Second by CM Boyer. Motion carried 4-0.

Comments from Citizens

Julie Ruhnke, 311-D Red Head Way, Havre de Grace, gave information on the Matilda Kayak Poker Run on August 19.

Adrian Klos, 217-B Seneca Way, Havre de Grace, spoke in opposition to the Green Street pier.

Jim McFarland, 618 Lewis Street, Havre de Grace, spoke in support of the resolution authorizing the agreement with the Havre de Grace Arts Collective for a piece of public art and gave information on the sculpture.

Debbie Quinn, 217-A Seneca Way, Havre de Grace, spoke in opposition to the Green Street pier.

Presentations

ThinkBig Networks – Dee Anna Sobczak (CEO & Co-Founder), and Craig Malang (VP of Operations) gave a presentation on their fiber optic network and answered questions from the Council members. The Mayor and Council members are excited to bring this opportunity to citizens.

Truck Traffic Workgroup – CM Boyer gave a presentation on the Workgroup’s recommendations to the Council. CM Boyer was recognized by Mayor Martin and CP Ringsaker for the time and effort given to this project. CM Boker recognized the Workgroup and commented on aspects of the presentation.

Resolutions

Calendar Resolution concerning Authorizing an Agreement with Havre de Grace Arts Collective for a Piece of Public Art

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

A motion to introduce was made by CP Ringsaker. Second by CM Boyer. Motion carried 4-0. The resolution was given number 2023-12. A motion to adopt was made by CM Boker. Second by CM Boyer. After a roll call vote, motion to approve carried 4-0.

Ordinances

Ordinance concerning Adopting Truck Traffic Workgroup Recommendations and Amending City Code 190-21: 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 ADOPT TRUCK TRAFFIC WORKGROUP RECOMMENDATIONS AND TO AMEND CITY CODE §190-21

A motion to introduce was made by CM Boyer. Second by CP Ringsaker. Motion carried 4-0. The ordinance was given number 1116. A motion to adopt was made by CM Boyer. Second by CP Ringsaker. After a roll call vote, motion to approve carried 4-0. The public hearing will be August 21, 2023 at 7:00 p.m.

Ordinance concerning Approving a Contract with ThinkBig Networks LLC: 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 APPROVE CONTRACT WITH THINKBIG NETWORKS LLC

A motion to introduce was made by CP Ringsaker. Second by CM Boker. Motion carried 4-0. The ordinance was given number 1117. A motion to adopt was made by CM Boyer. Second by CP Ringsaker. After discussion and a roll call vote, motion to approve carried 4-0. The public hearing will be August 21, 2023 at 7:00 p.m.

Old Business

Declaration of State of Emergency: 2023-03 for 800 block of Erie Street – CP Ringsaker made a motion to extend the State of Emergency 2023-03 for the 800 block of Erie Street for 30 additional days. Second by CM Robertson. Motion carried 4-0.

Business from Mayor Martin

Mayor Martin congratulated the Havre de Grace Little League Senior Girls Softball All-Star Team who won the state championship and represented the state of Maryland in Worcester, Massachusetts – they were one game shy of going to the national championships; they will be recognized at the Council meeting on August 21; Coach Chris Mentzer was also congratulated. Trolley data to date for the month of August: 4 trolleys ran for 6 days (2 weekends), almost 2,000 riders, 336 running hours, 1,279 miles - all electric, and no incidents.

Business from Council

Council Member Jones: CM Jones was not in attendance.

Council Member Boyer: CM Boyer thanked the Council for taking the first steps to approve the Truck Traffic Workgroup’s recommendations – the Workgroup put a lot of work into it and it’s great to see it all come to fruition. The Matilda Kayak Poker Run is this Saturday; part of the money will go to the American Legion to fix their pavilion.

Council Member Schneegas: CM Schneegas was not in attendance.

Council Member Robertson: CM Robertson had no comments.

Council Member Boker: CM Boker commented on his attendance at the Eagle Court of Honor on August 5. The anniversary of the passing of Elvis Presley this week was recognized. CM Boker thanked the Susquehanna Hose Company, Police Department, and EMT for all the work they do to keep the City safe.

Council President Ringsaker: CP Ringsaker missed the last meeting due to illness and thanked everyone for their thoughts, prayers, and calls – it meant a lot to him. He was able to make the Eagle Court of Honor ceremony for Paul Davis and Ben Duff; it was wonderful seeing them put their time and effort into their projects. Troop 965 works hard – CP Ringsaker worked with Kai Olsen this weekend on his raised bed project at the Moore Homestead and other upcoming projects are: a kiosk at the new boat ramp, AED’s throughout the City, bat boxes, and a floating vegetation platform at the Lock House – these are projects City employees don’t have to do because we have scouts in our community willing to do them; Troop 967 is doing projects too. School is starting back, so be careful and look out for kids – at the Harris Stadium, stop at crosswalks and don’t park on the yellow line – unsafe for the kid to cross.

Closed Session

CP Ringsaker made a motion to move into closed session at 9:50 p.m. under General Provisions Article Section 3-305(b)(3) To consider the acquisition of real property for a public purpose and matters directly related thereto. The Council will not reconvene in open session after the closed session and votes, if any, will be recorded in public at the Council meeting on August 21, 2023. Second by CM Boker. Motion carried 4-0. [The full Open Meetings Act Oral Closing Statement is below.]

Adjournment

CP Ringsaker made a motion to adjourn at 9:51 p.m. Second by CM Boker. Motion carried 4-0.

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

Submitted by: Tamara Brinkman

PRESIDING OFFICER’S ORAL STATEMENT FOR CLOSING A MEETING

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

Motion to go into a closed session upon adjournment of the open session on Monday, August 14, 2023 to consider the following matter:

1. To consider the acquisition of real property for a public purpose.

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

- (3) “To consider the acquisition of real property for a public purpose and matters directly related thereto.”

The reason for closing the meeting is:

Deliberations for acquisition of real property in a confidential setting is in the City’s and public’s best interest and are permitted under the Open Meetings Act.

THE CITY COUNCIL WILL NOT RESUME OPEN SESSION AFTER THE CLOSED SESSION AND VOTES, IF ANY, WILL BE RECORDED IN PUBLIC AT THE COUNCIL MEETING ON MONDAY, AUGUST 21, 2023.

PUBLIC VERSION – SUMMARY OF CLOSED SESSION

(attach to public meeting minutes)

MINUTES OF HAVRE DE GRACE CITY COUNCIL MEETING

Monday, August 14, 2023

City Hall
711 Pennington Avenue
Havre de Grace, MD 21078

Time of Closed Session: 10:03 PM

Place: City Hall, Mayor's office.

Purpose: To consider acquisition of real property for a public purpose.

Persons Attending: CM Boker; CM Boyer; CP Ringsaker; CM Robertson. Also present: Mayor Martin, City Attorney Ishak, A. Rybczynski, S. Gamatoria.

Absent: CM Jones; CM Schneegas.

Vote to go into Closed Session: CP Ringsaker, 2nd by CM Boker, with all four Council Members present voting in favor, and 0 voting against. Motion passes 4-0.

Authority under Section 3-305 for the closed session: General Provision Article 3-305(b)(3).

Topics actually discussed:

- Consider acquisition of real property for the purpose of stormwater management projects.

Votes taken:

Motion made by Council Member Robertson, with a second by Council Member Boker, to proceed with the acquisition of two parcels identified as useful for stormwater management at the prices recommended and to sell City-owned property at 814 Giles Street as surplus property in order to recover all or a portion of the acquisition costs. Motion carries 4-0.

CP Robertson moved to adjourn the closed session, 2nd by CM Boker. Motion carries 4-0.

Time of Adjournment of Closed Session: 10:25 PM

THE RESULTS OF THE VOTES TAKEN AT THE CLOSED SESSION WILL BE ANNOUNCED AT NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING.

PRESIDING OFFICER'S ORAL STATEMENT

FOR CLOSING A MEETING

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

Motion to go into a closed session upon adjournment of the open session on **Monday, August 7, 2023** to consider the following matter:

1. To consider the acquisition of real property for a public purpose.

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

(3) "To consider the acquisition of real property for a public purpose and matters directly related thereto."

The reason for closing the meeting is:

Deliberations for acquisition of real property in a confidential setting is in the City's and public's best interest and are permitted under the Open Meetings Act.

THE CITY COUNCIL WILL NOT RESUME OPEN SESSION AFTER THE CLOSED SESSION AND VOTES, IF ANY, WILL BE RECORDED IN PUBLIC AT THE COUNCIL MEETING ON MONDAY, AUGUST 21, 2023.

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

This form has three pages. Complete items 1 – 4:

1. **Recorded vote to close the meeting:** Date: 8/7/23; Time of Vote to Close: 9:50 PM;
Location: City Hall Council Chambers, 711 Pennington Avenue, Havre de Grace, Maryland 21078;
Motion to close meeting made by: CP Ringsaker; Seconded by: CM Boker;
Members in favor: Johnny Boker (Y/N), Casi Boyer (Y/N), Vicki Jones (Y/N), Jim Ringsaker (Y/N),
Jason Robertson (Y/N), Tammy Lynn Schneegas (Y/N);
Abstaining: _____;
Absent: CM Jones; CM Schneegas.

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

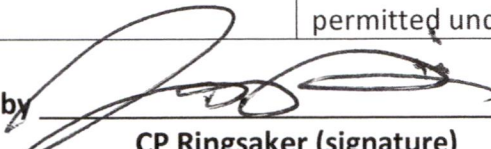
This meeting will be closed under General Provisions Art. § 3-305(b) only:

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

Continued →

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

Citation	Topic	Reason for closed-session
§3-305(b) (3)	To consider the acquisition of real property for a public purpose.	Deliberations for acquisition of real property in a confidential setting is in the City's and public's best interest and are permitted under the Open Meetings Act.

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

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

Start Time of closed session: 10:03 PM

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

Purpose(s) To consider the acquisition of real property for a public purpose.

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

Abstaining: _____;

Absent: CM Jones, CM Schneegas

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

OTHERS: City Attorney Ishak; A. Rybezinski; S. Grammeria; Mayor Martin

Authority under § 3-305 for the closed session: To consider the acquisition of real property for a public purpose and matters directly related thereto

Topics actually discussed: acquisition of lots for stormwater management projects

Actions taken (if any): Vote to approve acquisition (see minutes)

Each recorded vote: Johnny Boker (Y/N), Casi Boyer (Y/N), Vicki Jones (Y/N), Jim Ringsaker (Y/N), Jason Robertson (Y/N), Tammy Lynn Schneegas (Y/N)

Motion to adjourn made by: Robertson; Second by: Boker; Time: 10:25

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

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Charter Resolution concerning Amending Sections pertaining to the Department of Economic Development (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 21, 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

CHARTER AMENDMENT RESOLUTION NO. _____

Introduced by _____ Council Member Robertson

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE HAVRE DE GRACE CITY CHARTER SECTION 19, TO AMEND CITY CHARTER SECTIONS 18 C., 83 AND 84; GENERALLY PERTAINING TO THE DEPARTMENT OF ECONOMIC DEVELOPMENT; RETITLING THE DEPARTMENT OF ECONOMIC DEVELOPMENT, RETITLING THE POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT, AMENDING THE DUTIES OF THE DIRECTOR OF ECONOMIC DEVELOPMENT

On: August 21, 2023

at: 7:00 p.m.

Charter Amendment Resolution introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for September 18, 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 **NOW, THEREFORE**, it is determined, decided, and resolved by the City Council that the
32 foregoing is hereby approved.

33
34 1. Section 18 C. of the City Charter is to be amended as follows, with the words underscored to
35 be added and the words in bold and brackets to be deleted.

36
37 C. The Mayor, with the approval of the City Council, shall appoint or hire a Director of
38 Administration, Chief of Police, Director of Public Works, Director of Economic
39 Development and Tourism, Director of Planning, Director of Finance and a City Attorney
40 and such other officers as the Charter, resolutions or ordinances of the City may provide.
41 The Mayor, after a hearing to consider charges of neglect or a violation of duties of office,
42 shall have the power to remove officers, with the approval of the City Council and shall
43 appoint others in their stead, subject to the City Council approval. The Mayor shall receive
44 an annual salary as set forth from time to time by an ordinance passed by the City Council
45 in the regular course of business. Any proposed change to the Mayor's salary requires voter
46 approval at a regular City election and is effective at the beginning of the next fiscal year.

47
48 2. Section 83 of the City Charter is to be amended as follows, with the words underscored to be
49 added and the words in bold and brackets to be deleted.

50
51 Section 83 Department of Economic Development and Tourism; Director of Economic
52 Development and Tourism

53
54 The Mayor and City Council of Havre de Grace, Maryland shall establish a Department of
55 Economic Development and Tourism. The Mayor, with the approval of the City Council, in
56 accordance with this charter, shall hire a Director of Economic Development and Tourism. The
57 Director shall reside at a location such that the Director is continually available to meet the
58 needs of the position in a timely manner. The employment of the Director of Economic
59 Development and Tourism shall begin as of the day of Council approval and such position
60 shall be held until removal from office pursuant to this Charter, or upon resignation or death,
61 and the Mayor, with the approval of the City Council, shall fill such vacancy.

62
63 3. Section 84 of the City Charter is to be amended as follows, with the words underscored to be
64 added and the words in bold and brackets to be deleted.

65
66 Section 84 Director of Economic Development and Tourism; powers and duties

67
68 The Director of Economic Development and Tourism under the direction of the Mayor shall
69 be responsible for:

70
71 A. All matters related to the advancement or promotion of economic development and tourism
72 in the City;

73
74 B. Maintaining liaisons with state and county elected officials and agencies involved with
75 economic development and tourism activities and any related federal officials or agencies,
76 including but not limited to contacts with Aberdeen Proving Ground;

- 77 C. Developing policies and programs to advance and promote private and public economic
 78 development and tourism opportunities in the City pertaining to industry, manufacturing,
 79 commerce, retail, banking, **[tourism]**, professional services, art, recreation, education, and
 80 the available natural resources of the Susquehanna River and the Chesapeake Bay;
 81
 82 D. Maintaining liaisons with various commissions or committees within the City; **[, including**
 83 **but not limited to:]**
 84
 85 **[(1) Havre de Grace Main Street**
 86
 87 **(2) The Rad Loan Committee**
 88
 89 **(3) The Economic Development Advisory Board**
 90
 91 **(4) The Tourism Advisory Board**
 92
 93 **(5) Havre de Grace Chamber of Commerce**
 94
 95 **(6) Harford County Chamber of Commerce]**
 96
 97 E. Developing and implementing short- and long-range plans for economic development and
 98 tourism in the City;
 99
 100 F. Managing the daily operations and staff for the department of economic development and
 101 tourism which shall draft, promote and manage all public and private grants related to
 102 economic development and tourism in the City and prepare and maintain a Departmental
 103 budget;
 104
 105 G. Such other duties as may, from time to time, be assigned by the Mayor.
 106

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: 8/21/2023
Public Hearing:
Second Reading/Adopted:
Effective Date:

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1113 concerning Amending Portions of City Code
Chapter 205 - Zoning - Commercial/Industrial District
(2nd Reading)**

Date: **8/15/2023**

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 21, 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

Having been posted and notice of time and place of hearing and title of Ordinance having been published according to the Charter, a public hearing was held on August 14, 2023 at 7:05 p.m., and concluded on August 14, 2023 at 7:16 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

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

35
36 § 205-5 Zoning districts.

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

- 39 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
- I Industrial District

40
41 § 205-15 Conditional Uses

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

43 § 205-18 Conditional Uses

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

45 § 205-21 Conditional Uses

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

47 § 205-25 Conditional Uses

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

49 § 205-27 Conditional Uses

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

51

52 Article IX

53 **C Commercial District**

54

55 § 205-36 **Principal permitted uses.**

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

- 57 A. Community facilities.
- 58 B. Offices.
- 59 C. Health care facilities.
- 60 **[D. Marinas.]**
- 61 D. [E] Retail businesses.
- 62 E. [F] Theaters and restaurants **[, including sidewalk cafes]**.
- 63 F. [G] Personal service shops.
- 64 **[H. Freight and passenger terminals.]**
- 65 **[I. Parking facilities.]**
- 66 G. [J] Churches meeting Lot Specification H, Table I.

67 H. [K]. Schools.
68 I. [L]. Clubs, provided that any principal building or swimming pool shall be located not
69 less than 100 feet from any other lot in any residential district.

70 **[M. Public utility structures.]**

71 J. [N] Uses related of the sale, rental, maintenance or storage of passenger vehicles,
72 including automobiles, bicycles, motorcycles, trucks, boats, travel trailers and mobile
73 homes, but not including mobile home parks.

74 K. [O] Hotels and motels.

75 L. [P]. Amusement centers.

76 M. [Q.] **[Animal care facilities.]** Veterinarian clinics.

77 N. [R.] Wholesaling.

78 O. [S.] Storage.

79 **[T. Greenhouses.]**

80 P. [U.] Outside sales.

81 **[V. Manufacturing uses.]**

82 Q. [W.] Laboratories less than 5,000 square feet of gross floor area, but not including high
83 explosives or hazardous chemicals which would present an off-site hazard.

84 R. [X.] Banks.

85 S. [Y.] Auto repair and service center.

86 T. [Z.] Distillery, craft.

87 U. [AA]. Childcare facility.

88 **V. Cannabis uses:**

- 89 (1) Cannabis dispensary.
- 90 (2) Cannabis dispensary with cannabis processing accessory use.
- 91 (3) Independent cannabis testing laboratory.

92

93 § 205-37 **Conditional uses.**

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

95 A. Funeral establishments, provided that the principal vehicular access shall be located on
96 a public right-of-way not less than 50 feet wide and site illumination shall be limited to
97 parking areas and landscaped areas.

98 B. Gas stations, provided no gas station shall be located within the Chesapeake Bay at
99 mean high tide critical area as shown on the Critical Area Map.

100 C. Flea markets and auction establishments, provided that the activity and storage is
101 conducted in a completely enclosed structure.

102 **[D. Public utilities, work buildings and storage yards, provided that all outside
103 storage is screened from all adjoining properties.]**

104 **[E. Shooting ranges.]**

105 D. [F.] **[Towers.]** Public utility structures, telecommunication towers and facilities as
106 described under Chapter 145 of the City Code

107 E. [G.] Cemeteries.

108 F. [H.] Temporary commercial circuses and carnivals, provided that:

- 109 (1) Occupancy permits may be issued for a period not exceeding 15 days.
- 110 (2) Such uses shall not be located closer than 200 feet from a residential district.
- 111 (3) A minimum lot area of one acre shall be provided.

112 **[I. Uses requiring presses over 10 tons.]**

113 G. [J.] Bakery meeting Lot Specification O, Table I.

114

- 115 H. **[K.]** Laundry, clothes cleaning, dyeing, carpet cleaning and linen supply meeting Lot
116 Specification O, Table I.
- 117 I. **[L.]** Wholesaling meeting Lot Specification O, Table I.
- 118 J. **[M.]** Offices meeting Lot Specification O, Table I.
- 119 K. **[N.]** Retail sales meeting Lot Specification O, Table I.
- 120 L. **[O.]** Banks meeting Lot Specification O, Table I.
- 121 M. **[P.]** Personal service shops meeting Lot Specification O, Table I.
- 122 **[Q. Uses not designated principal permitted or conditional in any other zone and not**
123 **prohibited by other state or local law.]**
- 124 N. **[R.]** Distillery.
- 125 (1) Any distillery shall conform to § 205-11, PERFORMANCE STANDARDS AND
126 CONDITIONS, and the applicant shall provide expert, sworn testimony certifying
127 that the proposed use will comply with said standards and conditions.
- 128 (2) No distillery shall be located within 500 feet of any structure containing residences.
- 129 (3) All loading and unloading shall be permitted at the rear of the building only, unless
130 the view is fully screened from any public street or adjacent residential use. Loading
131 and unloading shall only take place at a loading dock or other area integral to the
132 principal building.
- 133 (4) Any roof-top equipment used for the distillation process shall be screened from
134 view from any public street.
- 135 (5) A craft distillery shall not produce more than 25,000 gallons of intoxicating liquors
136 per year.
- 137 O. **[S.]** Pain management clinic.
- 138 (1) No pain management clinic shall be permitted to be located within 1,000 feet of
139 another pain management clinic, or within 2,000 feet of a public or private school,
140 day-care facility or public recreational facility. For the purposes of establishing the
141 distance between pain management clinics, an applicant shall provide a certified
142 survey from a registered surveyor demonstrating the distance between the proposed
143 pain management clinic and the above-referenced uses. The distance shall be
144 measured from property line to property line.
- 145 (2) The hours of operation of a pain management clinic shall be limited to 7:00 a.m. to
146 5:00 p.m., Monday through Friday.
- 147 (3) The minimum size of any pain management facility shall be 1,000 square feet.
- 148 (4) The dispensing of all medications shall be within an enclosed building.
- 149 (5) Patients shall not be permitted to loiter or congregate outside the facility.
- 150 P. Laboratories over 5,000 square feet in gross floor area.
- 151 Q. Clean manufacturing
- 152 R. Uses related of the sale, rental, maintenance or storage of commercial vehicles,
153 including automobiles, bicycles, motorcycles, trucks, boats, travel trailers and mobile
154 homes, but not including mobile home parks.
- 155

Article XIII
I Industrial District

156
157
158

159 **§ 205-49 Principal permitted uses.**

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

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

177
178 **§ 205-50 Conditional uses.**

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

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

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

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

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

227
 228 ADOPTED by the City Council of Havre de Grace, Maryland this __ day of _____, 2023.

229
 230 SIGNED by the Mayor and attested by the Director of Administration this ____ day of _____,
 231 2023.

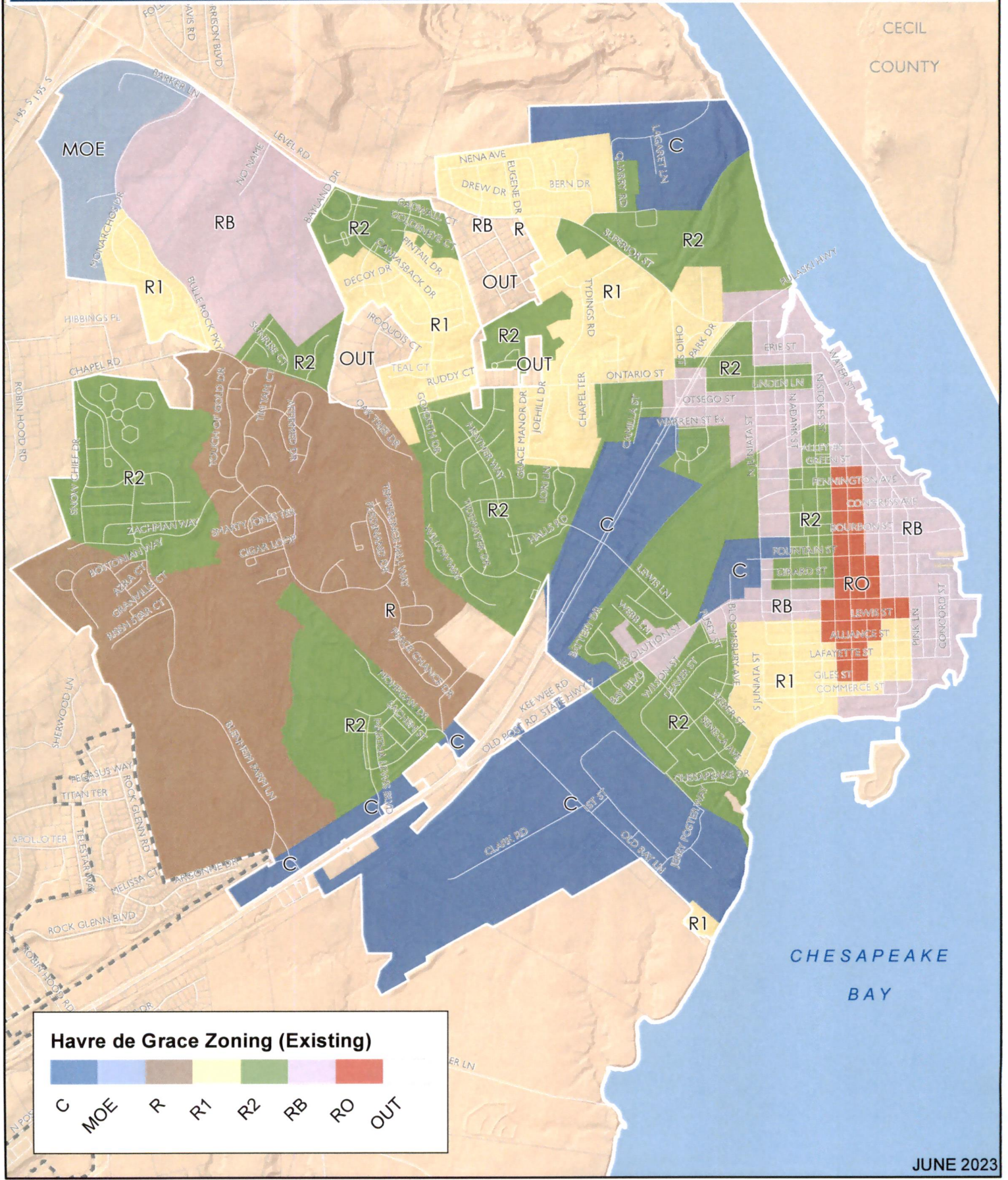
232
 233
 234 ATTEST: MAYOR AND CITY COUNCIL
 235 OF HAVRE DE GRACE
 236
 237 _____
 238 Stephen J. Gamatoria William T. Martin
 239 Director of Administration Mayor

240
 241
 242 Introduced/First Reading: 7/17/2023
 243 Public Hearing: 8/14/2023
 244 Second Reading/Adopted:

245
 246 Effective Date:
 247

ZONING MAP (Existing)

City of Havre de Grace



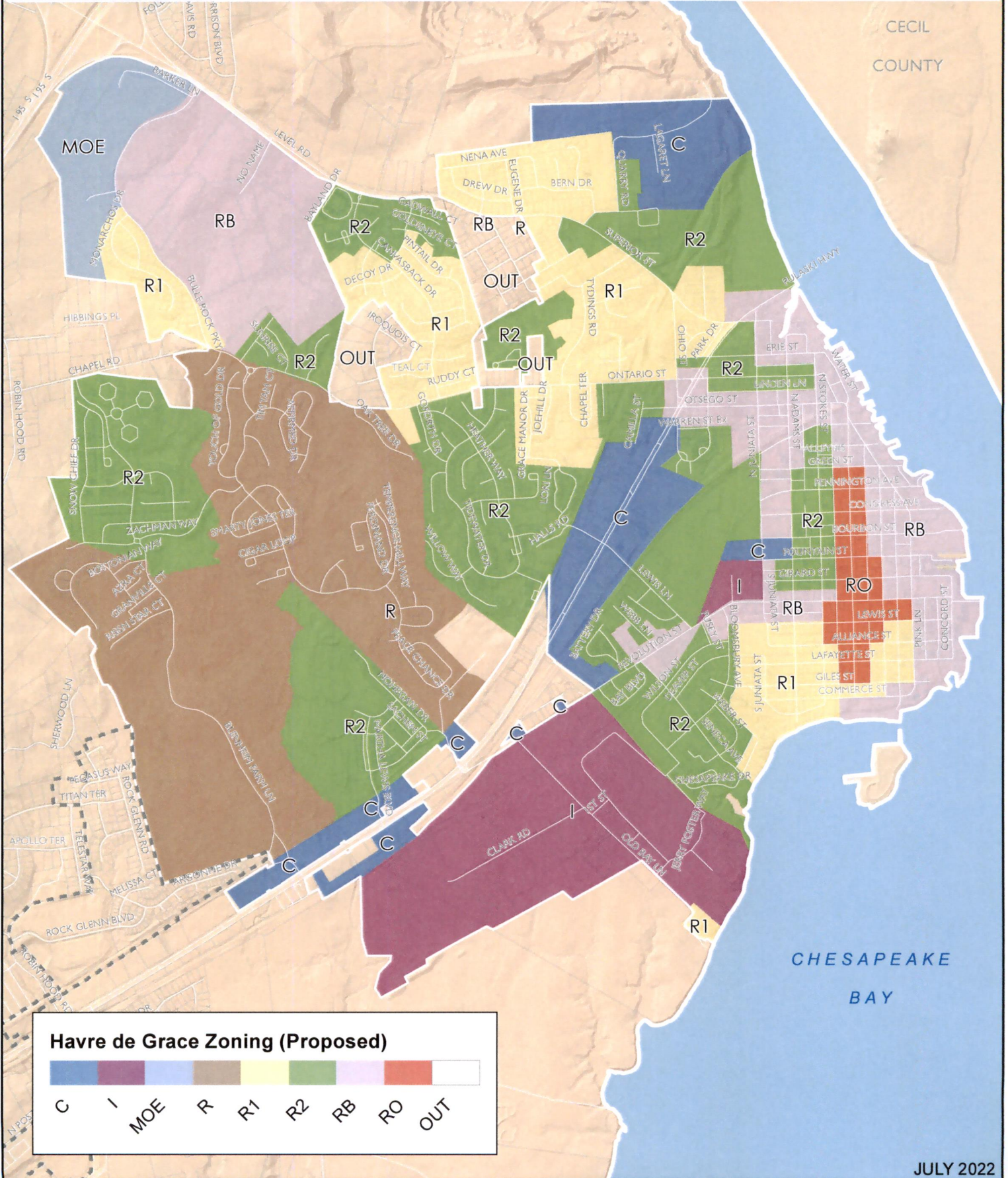
Havre de Grace Zoning (Existing)

C	MOE	R	R1	R2	RB	RO	OUT
---	-----	---	----	----	----	----	-----

DRAFT

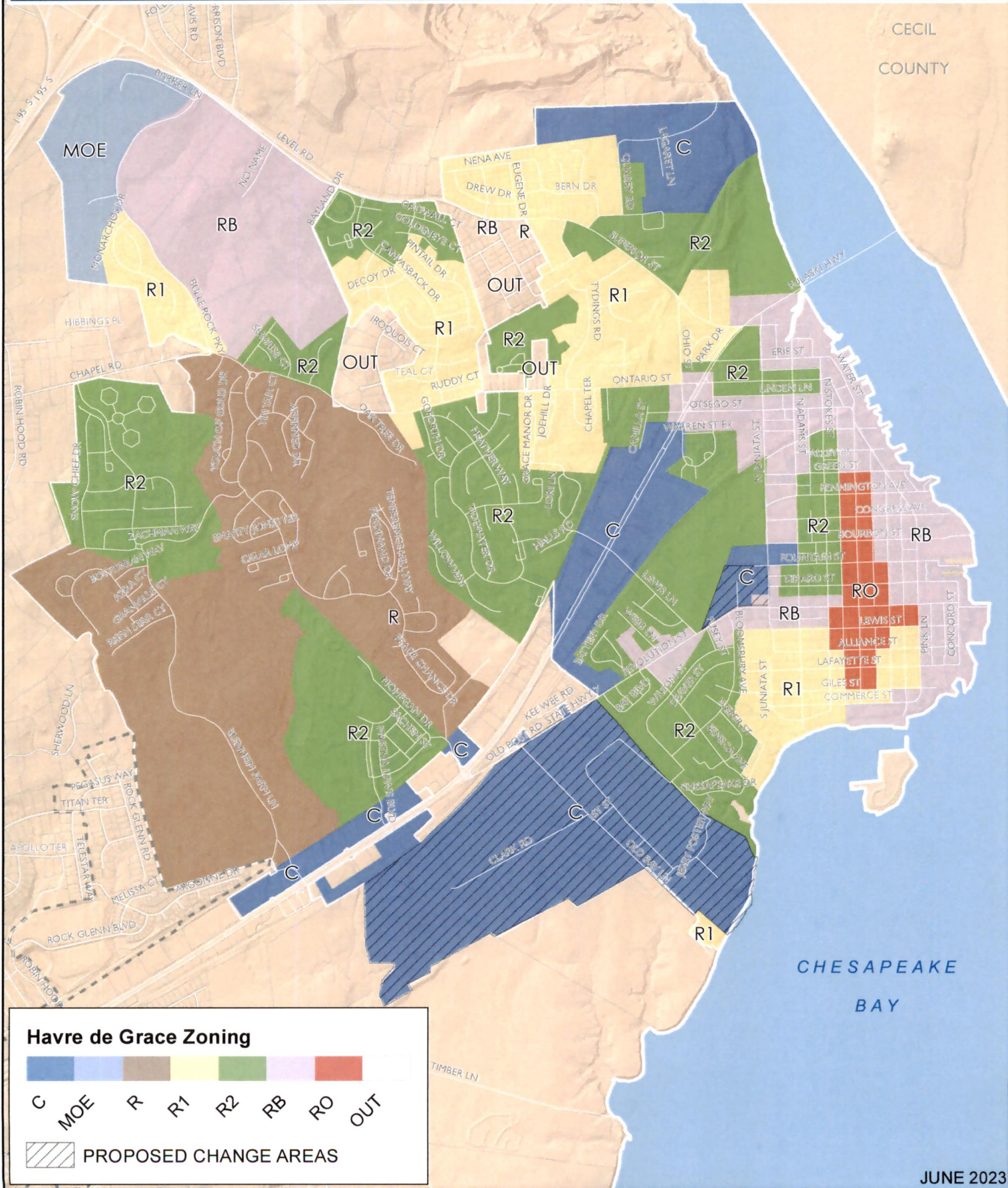
PROPOSED ZONING MAP

City of Havre de Grace



PROPOSED ZONING CHANGE AREAS

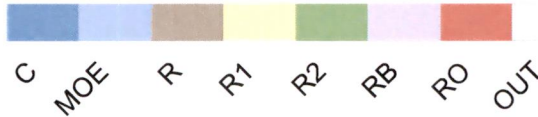
City of Havre de Grace



CECIL COUNTY

CHESAPEAKE BAY

Havre de Grace Zoning



PROPOSED CHANGE AREAS

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1114 concerning Establishing Tax Credits for the Conversion of Vacant Lots to Public Parking (2nd Reading)**

Date: **8/15/2023**

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 21, 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

Having been posted and notice of time and place of hearing and title of Ordinance having been published according to the Charter, a public hearing was held on August 14, 2023 at 7:16 p.m., and concluded on August 14, 2023 at 8:13 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.

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

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

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

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

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

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

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

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

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

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

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

80

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

- 82 1. Offer tax incentives to private landowners to encourage converting vacant downtown
83 lots into public parking areas.
- 84 2. Reconfigure existing City parking lots to maximize the number of parking spaces.
- 85 3. Add angled parking along Congress Avenue between Washington Street and Market
86 Street.
- 87 4. Relocate and repurpose the Visitors Center, which will (a) move the current staff and
88 operations to the Opera House and (b) reduce the footprint to create a “Hospitality
89 Station” equipped with public restrooms, and allow for the demolition of a portion of
90 the Visitor Center to open up land for more parking.
- 91 5. Keeping The Tide Trolley free. This convenient and environmentally friendly mode
92 of transportation allows visitors to park in central locations and easily access downtown
93 businesses and attractions; and
94

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

98
99 **NOW THEREFORE**, be it decided, determined, and ordained that the City Code Chapter 177
100 Taxation be amended as follows:

101

102 **VII Tax Credit for Conversion of Vacant Lots in the City’s Downtown Business District to**
103 **Public Parking**

104

105 1. The Mayor is authorized to:

106

107 a. Locate and identify empty downtown lots that might be suitable for public parking; located
108 within or 500 feet in any direction past the boundaries of the City’s Arts and Entertainment
109 District (as defined by Resolution 2018-08) that might be suitable for public parking;

110

111 b. For interested property owners in the area noted, the Mayor may enter a lease on the
112 following terms and conditions:

113

114 i. The lease term would be for 12 months and could be renewed annually by consent
of both parties.

115

116 ii. The lease cost would be equivalent to the Havre de Grace City property tax.

117

118 iii. The owner would pay the property tax.
117 iv. The city will give a full or partial pro-rata credit based on the pro-rata area of
118 property used for parking.

119

120 v. The City will add the leased property to its inventory of property as a public parking
lot for purposes of its municipal insurance policy.

121

121 vi. The City will maintain the parking area.

- 122 vii. To maximize parking spaces:
- 123 1. The owner will allow the City to make “parking lines” using washable
- 124 marking materials as needed to maximize parking spaces.
- 125 2. The city will be permitted to make minor improvements at predetermined
- 126 maximum costs (e.g., crusher run, walking paths as needed) within allowed
- 127 City budget items for property repair and maintenance.
- 128
- 129 2. The Mayor may add additional reasonable terms and conditions to lease vacant property
- 130 located in the City’s Arts and Entertainment District for additional public parking spaces as he
- 131 deems necessary to further the purposes of the 5-Point Parking Plan so long as the lease term,
- 132 tax credits, and parking charges do not exceed the terms established by section 1 (b)(ii) or by
- 133 section 1 (b)(iv).
- 134

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

137
138 ADOPTED by the City Council of Havre de Grace, Maryland this ___ day of _____, 2023.

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

142
143
144 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

145
146
147 _____
148 Stephen J. Gamatoria
149 Director of Administration

William T. Martin
Mayor

150
151
152 Introduced/First Reading: 7/17/2023
153 Public Hearing: 8/14/2023
154 Second Reading/Adopted:
155
156 Effective Date:

CITY COUNCIL

READ FILE COVER SHEET

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

(2nd Reading)

Date: **8/15/2023**

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 21, 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

Having been posted and notice of time and place of hearing and title of Ordinance having been published according to the Charter, a public hearing was held on August 14, 2023 at 8:13 p.m., and concluded on August 14, 2023 at 8:17 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.

32 **WHEREAS**, in August 2008, the Maryland Transportation Authority and the City of
33 Havre de Grace closed Erie Street between Juniata Street and U.S. Route 40 in Havre de Grace for
34 the Thomas J. Hatem Memorial Bridge preservation project but allowed Erie Street to remain open
35 (two way) to local traffic only so residents could access it from eastbound U.S. Route 40.; and
36

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

41 **WHEREAS**, in February 2016 the Mayor signed Executive Order 2016-01 re-opening the
42 800 block of Erie to two-way traffic with access to U.S. Route. 40, at the request of the State
43 Highway Administration, noting that the change of traffic flow on the 800 block of Erie Street had
44 caused severe traffic congestion and a safety issue at the intersection of Ohio and Ontario Streets;
45 and
46

47 **WHEREAS**, at the June 5, 2023 City Council meeting citizens residing on the 800 block
48 of Erie Street testified about ongoing property damage and personal safety concerns due to
49 increased car and truck traffic through the narrow residential street by vehicles accessing U.S.
50 Route 40 from Juniata Street; and
51

52 **WHEREAS**, the Mayor issued Declaration 2023-01 stating that emergency conditions
53 existed and executed emergency Executive Order 2023-01 effective on June 15, 2023 making the
54 800 block of Erie Street for one way eastbound traffic only from U.S. Route 40 to Juniata Street
55 for a thirty-day period subject to extension by the City Council for another thirty days to give the
56 City Council time to review the matter and enact an ordinance for a more permanent solution to
57 the traffic patterns on Erie Street; and
58

59 **WHEREAS**, the 800 block of Erie Street is a narrow residential street approximately 29
60 feet wide with 30 residences and only 11 driveways with parking permitted on both sides of the
61 street; and
62

63 **WHEREAS**, the street was clearly marked for no truck traffic, yet trucks over five (5) ton
64 Gross Vehicle Weight Rating ("GVWR") continuously used the 800 block of Erie Street to access
65 U.S. Route 40; and
66

67 **WHEREAS**, since 2016, the City received a steady volume of complaints from citizens
68 living on the 800 block of Erie Street reporting safety concerns as well as multiple reported cases
69 of destruction of personal property due to the high volume of two- way traffic on such a narrow
70 street; and
71

72 **WHEREAS**, the 800 block of Erie Street was used for both ingress and egress to U S.
73 Route 40 by a high volume of traffic inundating the residential street with nearly continuous traffic
74 and creating a public safety threat for citizens living in the area; and
75

76 **WHEREAS**, since the implementation of the 2023 Executive Order the issues have been
77 resolved and there has been no adverse impact on the public who are still able to use existing routes
78 from Maryland State Highway 7A, known as Otsego Street to access U.S. Route 40; and
79

80 **WHEREAS**, the Ambulance Corp and Susquehanna Hose Company have no concerns
81 about the 800 block of Erie Street being one way with access only from U.S. Route 40; and
82

83 **WHEREAS**, the Public Safety Committee of the City Council has reviewed the traffic
84 patterns and reached a consensus that one-way traffic on the 800 block of Erie Street should be
85 continued;
86

87 **NOW THEREFORE**, it is this ____ day of August, 2023 determined, decided and
88 ordained by the Mayor and City Council:
89

90 The 800 block of Erie Street shall remain open only to one-way traffic eastbound from U.S.
91 Route 40 to Juniata Street.
92

93 ADOPTED by the City Council of Havre de Grace, Maryland this __ day of _____, 2023.
94

95 SIGNED by the Mayor and attested by the Director of Administration this ____ day of _____,
96 2023.
97

98
99 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

100
101
102 _____
103 Stephen J. Gamatoria
104 Director of Administration
105

100
101
102 _____
103 William T. Martin
104 Mayor
105

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

108 Public Hearing: 8/14/2023

109 Second Reading/Adopted:
110

111 Effective Date:
112

113 Legislative History and Related Material

114 Resolution 2011-11

115 Executive Order 2016-01

116 Executive Order 2023-01

117 Declaration 2023-01

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

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Amending City Code 120: Nuisance
pertaining to Graffiti**
(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 21, 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 AMEND CITY CODE SECTION 120: NUISANCE

On: August 21, 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 September 5, 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.

30 **WHEREAS**, it is the City’s intent, through the adoption of this amendment to the City
31 Code, to provide local enforcement tools to protect public and private property from acts of graffiti
32 vandalism and defacement; and
33

34 **WHEREAS**, the City Council intends that amendments to the City Code provision do not
35 conflict with or supplant existing state criminal laws regarding the malicious destruction of
36 property; and
37

38 **WHEREAS**, the City Council desires to amend City Code Chapter 120: Nuisances, to
39 accommodate the City’s new graffiti policy; and
40

41 **WHEREAS**, the City Council desires to adopt the following amendments to City Code
42 Chapter 120: Nuisances, to effectively address graffiti in the City:
43

44 AMENDMENTS TO CHAPTER 120: NUISANCES:

45
46 § 120-1. Definitions.

47
48 As used in this chapter, the following terms shall have the meanings indicated:
49

50 **CHIEF OF POLICE**

51 The Chief of Police or Acting Chief of Police of the City of Havre de Grace.
52

53 **CONVICTION**

54 An adjudication of guilt in a criminal proceeding, including probation before judgment.
55

56 **GRAFFITI**

57 A permanent drawing, permanent painting, permanent mark, inscription, word, figure, painting,
58 image, or other defacements that are written, marked, etched, scratched, sprayed, drawn, painted,
59 or engraved on or otherwise affixed to any surface of public or private property without the
60 permission of the owner of the property, or, despite advance authorization, would be highly
61 offensive to a reasonable person in the community and is not otherwise protected by the state or
62 federal constitution.
63

64 **OWNER**

65 The title owner of the premises, and any person having a legal or equitable, ownership right, or
66 interest in the premises, as recorded in the Land Records of Harford County.
67

68 **PERSON**

69 An individual, joint owner, receiver, guardian, mortgagee, trustee, lien creditor, personal
70 representative, fiduciary, or representative of any kind, and any corporation, partnership, firm,
71 association, or other legal entity.
72

73 **PREMISES**

74 Any land, building, or other structure, or part thereof located within the limits of the City of Havre
75 de Grace.

76 PUBLIC NUISANCE

77 A premises constitutes a public nuisance where:

- 78
- 79 A. Criminal violations have occurred on, or emanated from, the premises, including any
- 80 portion of the laws governing controlled dangerous substances, firearms, stolen property,
- 81 prostitution, gambling, disorderly conduct, or any other violation of laws, including state,
- 82 county, or City ordinances, constituting an unreasonable interference with a right common
- 83 to the general public involving a significant interference with the public health, the public
- 84 safety, the public peace, the public comfort or the public convenience; and
- 85
- 86 B. Violations of such laws have occurred, on or emanating from the premises, on two or more
- 87 occasions within a twenty-four-month period of time prior to the commencement of a
- 88 proceeding pursuant to §§ 120-3 through 120-6 of this chapter, which have resulted in two
- 89 or more criminal convictions.
- 90
- 91 C. Graffiti has been placed on the premises at a location visible from a public right of way or
- 92 from a neighboring property and has not been abated within ten (10) days from the date of
- 93 a notice of removal of the graffiti issued by the City.
- 94

95 REMOVAL

96 With respect to a notice, citation or an order of abatement for “removal” of graffiti issued by City
 97 Code enforcement, City police department, or a Court of competent jurisdiction, “removal” means,
 98 where practicable, the painting over or washing off of graffiti to restore the affected property to a
 99 condition substantially similar to the condition of the property before the application of the graffiti.
 100 Where painting or washing would fail to restore the property to its original condition, such as non-
 101 water-soluble media on an otherwise unpainted brick wall, removal shall mean removal by
 102 chemical or mechanical means. Removal also means, in cases of deep etching into the property or
 103 other situations where property cannot reasonably be restored by other means to a condition
 104 substantially similar to what it was before the application of the graffiti, replacement of the
 105 damaged property.

106 § 120-2. Obligations of owners.

- 107
- 108
- 109 A. Every premises owner within the City of Havre de Grace is responsible for monitoring his
- 110 or her premises and is required to take timely and appropriate action to prevent and eliminate
- 111 or remove a public nuisance from existing thereon, whether that public nuisance is created
- 112 by existing physical conditions or by nuisance-creating behaviors and regardless of whether
- 113 the public nuisance is created by or at the direction of the premises owner or by a third party.
- 114
- 115 B. Every premises owner within the City of Havre de Grace is presumed to have constructive
- 116 knowledge of the facts that can be discovered by a reasonable inquiry concerning the
- 117 condition of his or her premises and activities taking place on his or her premises. Every
- 118 owner is required to manage and control his or her premises, tenants, and other occupants in
- 119 a manner so as not to create or allow a public nuisance, or to create or allow his or her
- 120 premises, tenants, or other occupants to have an adverse impact on adjoining properties or
- 121 the neighborhood, or to violate the provisions of this chapter. Every owner shall remain liable

for violations of this chapter occurring on or emanating from his or her premises regardless of any contract or agreement with any party regarding the premises.

- C. Limitations and restrictions on scope of abatement authority. If the premises consist entirely of residential units or mixed residential and other use units, and the public nuisance has occurred solely within one or more units, abatement authority under this chapter is restricted to the units in which the public nuisance has occurred, and does not extend to any other unit in the premises.

§ 120-3. Public nuisance abatement authorized.

- A. Notice; Cease and desist order. Upon a finding by the Chief of Police, or their designee, through a visual inspection of the property, or pursuant to a citizen complaint, or if it involves a public nuisance based on behaviors taking place at the premises, through proof of certified court records, that two convictions have occurred under the circumstances described under Subsection B of the definition of "public nuisance" in § 120-1 of this chapter, the Chief of Police shall prepare a written notice, directed to the owner, setting forth the following:

- (1) A description of the proof, using photographs of graffiti, eyewitness statements, anonymous citizen complaints, and if related to a public nuisance defined under 120-1(b) of the "public nuisance" definition of this Chapter, [demonstrating] documentation that two convictions have occurred under the circumstances described therein; [under Subsection B of the definition of "public nuisance" in § 120-1 and the violation(s) of this chapter being charged;] and

- (2) A **[An]** notice and cease and desist order requiring the owner to abate the nuisance in or on the premises where the public nuisance exists, within 30 days following the service of the notice, by removing, discontinuing, ceasing, and desisting the public nuisance and the behavior, activities, and other circumstances giving rise to the public nuisance.

- (3) The **[order]** notice issued pursuant to this subsection shall be immediately posted on the premises and served on the owner as provided in § 120-3D.

- B. Additional orders. In the event the behavior, activities, and other circumstances giving rise to the public nuisance have not been removed or discontinued within the thirty-day period provided in § 120-3A(2) above, the Chief of Police or their designee shall file a written report with the Mayor of the City of Havre de Grace with a statement as the level of potential harm to the health, safety and welfare to the community if the public nuisance is not abated immediately. The Mayor, after consulting with the Chief of Police and the City Attorney, shall decide whether to issue an emergency Executive Order, prosecute the matter criminally, issue a civil citation, or seek an order for abatement from a court of competent jurisdiction. **[order the Chief of Police to abate the public nuisance through the use of such other means within the City's powers, including ordering the closing of the premises to the extent necessary to abate the public nuisance. In determining the appropriate order to be issued, the Mayor shall use reasonable discretion and consider the circumstances present in each case, including the nature and severity of the underlying convictions, any efforts by the owner of the premises to comply with the cease and desist order, any**

168 irreparable loss or detriment that might occur to the owner of the premises, and the
169 interests of the public.]

170
171 C. Notice and opportunity to be heard. **[Prior to carrying out the order authorized by § 120-
172 3B, the City shall prepare a] The written notice and cease and desist order shall set [setting]
173 forth the following:**

- 174
175 (1) The violations being charged and the underlying convictions, if any;
- 176 (2) The proposed abatement remedy **[ordered to be taken by the Chief of Police]**;
- 177 (3) The owner's opportunity to request a prompt hearing to determine whether a public
178 nuisance exists in or from the premises, and if so, to determine whether the
179 recommended abatement is the appropriate abatement remedy to be taken;
- 180 (4) That the request for hearing must be made to the City, in writing, within 5 **[10]** days
181 from the date of service of the notice; and
- 182 (5) Such other particulars as may be appropriate.

183
184 D. Service and posting of notice.

- 185
186 (1) The notice prescribed by § 120-3C shall be served by certified mail, return receipt
187 requested, [in accordance with the Maryland Rules of Procedure] and by first class
188 US Mail, postage paid, on the owner, any tenant, any person in actual possession or
189 occupancy of the premises, and any other person having an interest in the premises, as
190 disclosed by the Land Records of Harford County, the City's tax records, or from other
191 public records that **[is] are** otherwise known or readily ascertainable.
- 192 (2) In addition, the notice shall be immediately posted in a conspicuous place on the
193 premises.

194
195 E. Scheduling of a requested hearing.

- 196
197 (1) If an owner requests a hearing under § 120-3C, the City shall prepare a written notice
198 setting forth the following:
- 199 (a) That a hearing will be held to determine whether a public nuisance exists in, on,
200 or from the premises, and if so, to determine the appropriate abatement remedy
201 to be taken;
- 202 (b) The date, place, and time of the hearing, which shall be set no more than 30 days
203 following the date of the notice with a temporary stay of the cease and desist order
204 pending the outcome of the hearing;
- 205 (c) The right of the owner or any person having an interest in the premises to be heard
206 and to be represented by an attorney at the hearing, to present evidence, and cross-
207 examine witnesses;
- 208 (d) The possible consequences of failure to appear; and
- 209 (e) Such other particulars as may be appropriate.

210 (2) The notice prescribed by this section shall be served by first class mail, or hand
211 delivered to the owner, any tenant, any person in actual possession or occupancy of the
212 premises, and any other person having an interest in premises, as disclosed by the Land
213 Records of Harford County, or that is otherwise known or readily ascertainable. In
214 addition, the notice shall be immediately posted in a conspicuous place on the premises.

215
216 F. Stay of proceedings.

217
218 (1) **[Except as provided in § 120-3F(2) below,]** Unless an emergency Executive Order is issued
219 by the Mayor, a request for hearing stays the enforcement of the [Mayor's] cease and desist
220 order

221
222 (2) If the Chief of Police or an administrative officer of the City certifies to the presiding officer
223 facts stated in the certificate that indicate to the presiding officer that a stay of the cease and
224 desist order would cause imminent peril to life or property, the presiding officer may
225 recommend that the Mayor issue an emergency Executive Order to abate the public nuisance.
226 **[stay the enforcement of the Mayor's order only for due cause shown by the owner.]**

227
228 § 120-4. Conduct of hearings; evidentiary matters.

229
230 A. All contested hearings held under this chapter shall be held in City Hall and shall be open to
231 the public. A record of such hearings shall be kept by typed transcript or transcribeable
232 audiotape. The presiding officer may postpone or continue the hearing if the interests of justice
233 so require.

234
235 B. An independent individual designated by the Mayor shall serve as presiding officer, who shall
236 apply the law and determine the facts. The existence of the public nuisance shall be proved by
237 a preponderance of the evidence.

238
239 C. The following evidentiary rules apply to all contested hearings held under this chapter:

240
241 (1) In general. Each party in a contested case shall offer all of the evidence that the party
242 wishes to have made part of the record.

243 (2) Probative evidence. The presiding officer may admit probative evidence that reasonable
244 and prudent individuals commonly accept in the conduct of their affairs and give
245 probative effect to that evidence.

246 (a) It shall be prima facie evidence that a public nuisance exists on a premises upon the
247 second conviction for a violation of any of the provisions of the laws governing the
248 offenses enumerated in, and under the circumstances **[described in,]** defined as a
249 “public nuisance” under § 120-1A [(6)] and B above, or if graffiti exists and has
250 not been removed within ten days of receiving public notice. Convictions may be
251 proved by certified or true test copies of court records.

252 (b) Evidence of the general reputation of the premises is admissible to corroborate
253 testimony based on personal knowledge or observation, or evidence seized during

254 the execution of a search and seizure warrant, but shall not, in and of itself, be
255 sufficient to establish the existence of a public nuisance under this subsection.

256 (c) Evidence that the public nuisance had been discontinued at the time of the filing of
257 the notice under § 120-3C or at the time of the hearing does not bar the imposition
258 of appropriate relief, including imposition of fines for each instance of public
259 nuisance.

260 (d) The existence of a public nuisance may be established, and appropriate relief
261 ordered under this chapter, without proof that an owner had actual knowledge of
262 the existence of the facts constituting the public nuisance prior to the issuance of
263 the notice and cease and desist order, or that the owner acquiesced or participated
264 therein.

265
266 (3) Hearsay. Evidence may not be excluded solely on the basis that it is hearsay.

267 (4) Exclusions. The presiding officer may exclude evidence that is incompetent, irrelevant,
268 immaterial, unduly repetitious, or governed by a privilege recognized by law.

269 (5) Scope of evidence. On any genuinely contested material issue, each party is entitled to
270 call witnesses, offer evidence, including rebuttal evidence, cross-examine any witness
271 that another party calls, present summation, and argument.

272 (6) Documentary evidence. The presiding officer may receive documentary evidence in the
273 form of copies or excerpts.

274 (7) Sequestration of witnesses. The presiding officer shall have the power to sequester
275 witnesses at the request of any party to the proceeding.

276 (8) Compulsory attendance of witnesses. If in the event it becomes necessary in the interests
277 of justice that a material witness be required to attend the hearing by subpoena, the
278 presiding officer may postpone or continue the hearing if the interest of justice so require
279 to allow the party a reasonable time to obtain the attendance of such witness through any
280 proper available legal channels.

281
282 § 120-5. Findings and enforcement.

283
284 A. Following the conclusion of the hearing, the presiding officer shall promptly render a decision
285 and the reasons therefor. The presiding officer shall immediately notify all parties to the
286 proceeding of the decision, including the Mayor and the Chief of Police. The decision shall be
287 made orally at the conclusion of the hearing and transcribed as part of the record. The presiding
288 officer may also issue the reasons articulated for the decision in written form within no more
289 than 10 days following the conclusion of the hearing.

290
291 B. No public nuisance established. If the presiding officer finds that the existence of a public
292 nuisance has not been established by a preponderance of the evidence at the hearing, the
293 proceeding shall be closed.

294
295 C. Public nuisance established. If the presiding officer finds that the existence of a public nuisance
296 has been established by a preponderance of the evidence at the hearing, an order of **[the Mayor**

297 **shall be issued providing for the abatement]** of the public nuisance shall be issued by the
298 hearing examiner, which shall be posted on the premises and given to those persons listed, and
299 in the manner set forth, in § 120-3D of this chapter. On and after the 10th business day
300 following the posting, **[and upon the written directive of the Mayor,]** the order may be
301 enforced by the Chief of Police or their designee.

302
303 D. Closing order. If the order directs the closing of the premises, such closing shall be for such
304 period and to the extent necessary to abate the public nuisance **[as the Mayor reasonably may**
305 **direct]**, but in no event shall the closing be for a period of more than one year from the date of
306 the closing. Prior to such closing, the premises shall be inspected by the City Code Inspector
307 and a written inventory made of the contents of the premises. The proper representatives of the
308 City may enter the premises during the closing to inspect the premises.

309
310 E. Owner's continuing obligations during closing. During the closing, the owner of the premises
311 shall be required to maintain the premises in accordance with all City Codes, keep the premises
312 safe and orderly, and secure, and continue to keep and maintain all insurance on the premises
313 in effect prior to the cease and desist order with proof of such insurance to be provided to the
314 City Director of Administration.

315
316 F. Banishment option for elderly and disabled persons. If the **[presiding]** hearing officer finds
317 that the owner of the premises, due to age or disability, is without actual knowledge of the
318 existence of the public nuisance on the premises, such owner may obtain a stay of the closing
319 order by causing the public nuisance to be permanently abated by causing the person or persons
320 who are or were responsible for maintaining the public nuisance on the owner's premises to
321 permanently leave and not return to the premises. By so doing, the owner shall be deemed to
322 consent to allow the proper representatives of the City to enter the premises and to inspect the
323 premises during reasonable hours and upon prior notice. If the public nuisance is abated to the
324 reasonable satisfaction of the Chief of Police for a period of one (1) year, the closing order
325 **[proceeding]** shall automatically terminate. **[be closed.]**

326
327 G. Nature of closing. A closing directed pursuant to this chapter is not an act of possession,
328 ownership, or control by the City of Havre de Grace.

329
330 H. Use and occupancy permit. **[Prior to the termination]** After the termination of a closing order,
331 the owner of the premises shall apply for and obtain an applicable use and occupancy permit
332 from the City before the premises may be occupied.

333
334 § 120-6. Vacating order to close.

335
336 The **[Chief of Police]** hearing officer may **[shall]** vacate the closing provisions of the order if an
337 interested person:

338
339 A. Posts a bond for the period of the ordered closing in an amount of the full assessed value of
340 the premises as shown in the tax assessment records of the Maryland State Department of
341 Assessments and Taxation, prorated for the proportional assessment of units closed if less than
342 all units therein are closed, but not to exceed \$1,000,000 in any case; and

343 B. Submits adequate proof sufficient in the judgment and discretion of the **[Chief of Police]**
344 hearing officer that the behavior, activities, and other circumstances giving rise to the public
345 nuisance have been discontinued and will not be maintained or permitted in any unit of the
346 premises during the period of the ordered closing.

347

348 § 120-7. Notice to owners and tenants.

349 Prior to the effective date of this chapter, the Mayor and City Council of Havre de Grace shall
350 prepare a written notice outlining the provisions of this chapter. Such notices shall be contained
351 on the City's Web site, distributed to all property owners in the City, and a reasonable number of
352 copies shall be made available for free to the public at City Hall, the City Police Station, the public
353 library, and disseminated through the media.

354

355 § 120-8. Rules and regulations.

356 Prior to the effective date of this chapter, the **[Chief of Police]** the Director of Administration or
357 their designee shall promulgate procedures, rules, and regulations that may be necessary or proper
358 to effectuate the purpose and the provisions of this chapter, including reasonable means of advising
359 premises owners or their agents of any first or second arrest or conviction for the criminal conduct
360 defined in § 120-1 of this chapter occurring in those premises which the **[Chief of Police]** Director
361 of Administration determines will or may be subject to this chapter, and the procedures and terms
362 for the posting of bonds.

363

364 § 120-9. Judicial review.

365 Any person aggrieved by any final decision made pursuant to this chapter, has the right of appeal
366 to the Circuit Court for Harford County as may be provided by law for appeals from municipal
367 administrative actions.

368

369 § 120-10. Prohibited conduct; penalties.

370

371 A. Destruction, etc., of posted order. Any person who intentionally destroys, removes, or defaces
372 an order posted by the **[Chief of Police]** City under authority of this Chapter 120, shall upon
373 conviction, be guilty of a misdemeanor punishable by a fine of not more than \$300 or
374 imprisonment for not more than 30 days, or both.

375

376 B. Failure to obey order.

377

378 (1) Any person: (i) who intentionally disobeys any proper order issued **[by the Chief of**
379 **Police or his designee]** under this chapter; or (ii) who uses or occupies or permits any
380 other person to use or occupy any premises ordered closed **[pursuant to proceedings**
381 **under this chapter]**, shall, upon conviction, be guilty of a misdemeanor punishable by
382 a fine of \$1,000 or imprisonment for not more than one year, or both.

383 (2) Each day a violation of this subsection occurs or continues is a separate offense.

384

385 C. Imprisonment in default of fine and costs. Imprisonment in default of fine and costs shall be
386 regulated by the provisions of Article 38, Section 4 of the Annotated Code of Maryland, as the
387 same may be amended from time to time.

388

389 § 120-11. Applicability and interpretation.

390
391 A. Application. The provisions of this chapter shall apply generally to all property throughout the
392 City of Havre de Grace and up to one-half mile outside of municipal limits as permitted by the
393 Local Government Article of the Maryland Annotated Code Section 5-207, wherein any of the
394 nuisances hereinafter specified are found to exist; provided, however, that any condition which
395 would constitute a violation of this chapter, but which is duly authorized under any City, state
396 or federal law, shall not be deemed to violate this chapter.

397
398 B. Chapter to provide needed law enforcement tools. The enforcement of abatement procedures
399 by the Chief of Police and the penalties imposed pursuant to this chapter:

400
401 (1) Constitute additional methods of law enforcement to the fullest extent permitted by law
402 in response to the proliferation of the above described public nuisances; and

403 (2) Are an exercise of the municipal police powers that are reasonable and necessary in order
404 to protect the health, safety, and general welfare of the people of the City of Havre de
405 Grace.

406
407 C. Construction. This chapter shall be construed liberally in accordance with its remedial
408 purposes. The definition of public nuisances herein shall not be subject to any restrictions or
409 limitations upon public or private nuisance actions at common law. This chapter is civil in
410 nature and none of its provisions should be interpreted as punishment. This chapter is intended
411 to complement and be compatible with the provisions of § 14-120 of the Real Property Article
412 of the Annotated Code of Maryland, as the same may be amended from time to time. Nothing
413 in this chapter is intended to conflict with, supersede, or otherwise interfere with the provisions
414 of § 14-120 of the Real Property Article of the Annotated Code of Maryland, the Local
415 Government Article of the Annotated Code of Maryland, or any other State or federal law.

416
417 § 120-12. Severability.

418 If any section, sentence, clause or phrase of this chapter is held invalid or unconstitutional by any
419 court of competent jurisdiction, then said ruling shall not affect the validity of the remaining
420 portions of this chapter.

421
422 § 120-13. Availability of other remedies.

423 This chapter does not limit the availability of any other legal or equitable remedies, including, but
424 not limited to, those existing legal and equitable remedies for nuisance abatement of any type under
425 City, state, or federal law.

426
427 **NOW THEREFORE**, it is this ____ day of _____, 2023 determined, decided and ordained by
428 the Mayor and City Council that the City Code be amended by amending Section 120: Nuisances
429 as set forth above.

430
431 ADOPTED by the City Council of Havre de Grace, Maryland this ___ day of _____, 2023.

432
433 SIGNED by the Mayor and attested by the Director of Administration this ___ day of _____,
434 2023.

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ATTEST:

Stephen J. Gamatoria
Director of Administration

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

William T. Martin
Mayor

Introduced/First Reading: 8/21/2023
Public Hearing:
Second Reading/Adopted:
Effective Date:

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Approving a Deed Transferring Surplus Property to Habitat for Humanity Susquehanna (1st Reading)**

Date: **8/16/2023**

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 21, 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 SECTION 75 TO APPROVE A DEED TRANSFERRING SURPLUS PROPERTY TO HABITAT FOR HUMANITY SUSQUEHANNA, INC.

On: August 21, 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 September 5, 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 City has authority to sell, transfer, or convey any City-owned real estate or
34 interest therein by following procedures set forth in Charter Section 75 when city-owned property
35 is no longer needed for a public purpose; and
36

37 **WHEREAS**, by Ordinance 1097 adopted March 20, 2023, the City Council declared that City
38 properties designated as lots 22, 23, and 24 on Parcel 20 of Harford County Tax map 605 are
39 surplus properties and no longer needed for a public purpose and therefore could be transferred to
40 Habitat for Humanity Susquehanna, Inc. (“Habitat”) for the purpose of providing affordable
41 housing in the community; and
42

43 **WHEREAS**, by Resolution 2023-03 the City Council approved a ballot question to be submitted
44 at the next regular election for approval by referendum of the transfer of the surplus property to
45 Habitat for the purposes therein expressed; and
46

47 **WHEREAS**, a majority of registered voters who voted on May 2, 2023 approved the transfer of
48 the surplus property to Habitat as described in the ballot question.
49

50 **NOW THEREFORE**, it is determined, decided, and ordained by the City Council that the Mayor
51 is authorized to execute a deed (substantially in the form attached hereto as Exhibit A) transferring
52 the surplus property described in Ordinance 1097 to Habitat for Humanity Susquehanna, Inc. for
53 the purposes aforesaid, and that the Director of Administration has authority to take action and
54 sign all documents needed to facilitate such transfer, and that all actions taken in that regard are
55 hereby ratified and approved.
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 _____
68 Stephen J. Gamatoria
69 Director of Administration
70

William T. Martin
Mayor

71 Introduced/First Reading: 8/21/2023
72 Public Hearing:
73 Second Reading/Adopted:
74
75 Effective Date:

EXHIBIT A

7926
Recordation Tax and Transfer Tax
To be based on the total assessed value
of \$6,000.00

Tax ID Nos. 06-010091, 06-010105 and 06-010113
429, 427 and 425 Village Drive

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this ___ day of August, 2023, by and between the **MAYOR AND CITY COUNCIL OF HAVRE DE GRACE**, a municipal corporation of the State of Maryland, Party of the First Part, Grantor; and **HABITAT FOR HUMANITY SUSQUEHANNA, INC.**, a Maryland corporation of the State of Maryland, Party of the Second Part, Grantee.

WHEREAS the Mayor and City Council of the City of Havre de Grace desires to sell, transfer, authorize, and approve the three lots on Village Drive, in BATTERY VILLAGE hereinafter described to Habitat for Humanity Susquehanna, Inc. for the purpose of construction of townhomes on the said lots.

WHEREAS, Habitat for Humanity Susquehanna, Inc. desires to acquire the three lots on Village Drive, in BATTERY VILLAGE hereinafter described for the purpose of construction of townhomes on the said lots.

WHEREAS, pursuant to a ballot question presented to voters during a regular City election held at a Public Hearing on Tuesday May 2, 2023 by the City of Havre de Grace, wherein voter approval was confirmed,

NOW, THEREFORE, WITNESSETH, That in Maryland, beingf the sum of Thirty Dollars and no cents (\$30.00) which is the actual consideration paid or to be paid, and other good and valuable consideration, the receipt of which the Grantor does hereby acknowledge, the said Party of the First Part does grant and convey to the said Party of the Second Part, its successors and assigns, in fee simple, all those lots or parcels of property situate and lying in the City of Havre de Grace, in the SIXTH ELECTION DISTRICT, Harford County, State of Maryland, being more particularly described as:

BEING KNOWN AND DESIGNATED as Lot Nos. 22, 23, and 24, as shown on the Plat entitled, "BATTERY VILLAGE" which Plat is recorded among the Plat Records of Harford County in Plat Book HDC No. 24, folio 53. The improvements thereon respectively being known as Nos: 429, 427

Return to:
Home Title Co. of Md., Inc.
39 E. Churchville Road, Suite 200
Bel Air, MD 21014
File No: 7926

and 425 Village Drive, Havre de Grace, MD 21078; Tax ID Nos. 06-010091, 06-010105 and 06-010113.

BEING part of the same property which by Deed dated September 27, 1984 recorded among the Land Records of Harford County in Liber HDC No. 1245, folio 158, which was granted and conveyed by The Colonial Company unto The Mayor and City Council of Havre de Grace, a municipal corporation, the within named Grantor.

TOGETHER WITH the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said property and premises above described to the said Party of the Second Part, its successors and assigns, in fee simple.

AND the Grantor does hereby covenant that it has not done or suffered to be done any act, matter, or thing whatever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted, and it will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Party of the First Part.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE,
a Municipal corporation**

Stephen J. Gamatoria,
Director of Administration

By: _____
William T. Martin, Mayor

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY, that on this ____ day of August, 2023, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared WILLIAM T. MARTIN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged himself to be the duly elected Mayor authorized to execute this document on behalf of the Mayor and City Council of Havre de Grace and who, in my presence, signed and sealed the foregoing Deed and acknowledged it to be his act and deed in the capacity therein stated, for the uses and purposes therein contained.

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

My Commission Expires: _____

Notary Public

Approved for legal sufficiency:

Recommended for approval:

April C. Ishak, City Attorney
of the City of Havre de Grace

Stephen J. Gamatoria,
Director of Administration of the
City of Havre de Grace

This is to certify that the instrument has been prepared by, or under the supervision, of the undersigned Maryland Attorney, or by a party to this instrument.

Diane L. Sengstacke, Esquire

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Approving Budget Amendment 2024-01**
(1st Reading)

Date: **8/18/2023**

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 21, 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. _____

BUDGET AMENDMENT 2024-01

Introduced by _____ Council Member Robertson _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE BY THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND SECTION 37 OF THE HAVRE DE GRACE CITY CHARTER FOR THE PURPOSE OF AMENDING THE CITY BUDGET FOR FISCAL YEAR 2024, TO ADDRESS DESIGNATING CARRY OVER FUND BALANCES AND THE REALLOCATIONS OF FUNDS FOR THE CITY OF HAVRE DE GRACE FOR FISCAL YEAR 2024

On: 8/21/2023

at: 7:00 p.m.

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

PUBLIC HEARING

A Public Hearing is scheduled for September 5, 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
32

33 **WHEREAS**, the Mayor and City Council of Havre de Grace, a Maryland municipal
34 corporation, is required to establish an annual projection of anticipated revenues and proposed
35 expenses, known as the budget, for the City of Havre de Grace for the fiscal year beginning July 1,
36 2023 through June 30, 2024, said period known as fiscal year 2024; and

37 **WHEREAS**, the Mayor and City Council of Havre de Grace passed the Budget Ordinance 1109,
38 establishing the budget for Fiscal Year on June 20, 2023, pursuant to the Havre de Grace Charter Section
39 37 and by the authority of the Local Government Article of the Annotated Code of Maryland; and

40 **WHEREAS**, Budget Ordinance 1109 projected revenue, expenses and capital project
41 completion on best estimates and timetables when proposed; and

42 **WHEREAS**, timing of the close out of one fiscal year and the opening of a new fiscal year,
43 requires the Finance Department to forensically account for (1) those billing cycles that require
44 expenditures get properly allocated, (2) the status of closure on project completion, and (3)
45 unanticipated revenues; and

46 **WHEREAS**, Section 37 of the Charter states “*No officer or employee of the City shall*
47 *expend money that is not appropriated*”, and the majority of this budget amendment is for time
48 sensitive Capital Project carry-over, to financially sustain and complete those projects; and

49 **WHEREAS**, the Finance Department has completed their review and provided an
50 explanation and accounting of the end of the fiscal year fund carry-over, depicted in Exhibit A of this
51 ordinance; and

52 **WHEREAS**, the Director of Finance, Director of Capital Projects, and the Director of
53 Administration presented Exhibit A to the Budget and Finance Committee for discussion and approval
54 on August 15th, 2023.

55 **NOW THEREFORE**, it is determined, decided, and ordained by the City Council that
56 Budget Amendment 2024 -01 be included as part of the Fiscal Year 2024 Budget.

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

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

61
62 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

63
64
65 _____
66 Stephen J. Gamatoria
67 Director of Administration

68 William T. Martin
69 Mayor

69 Introduced/First Reading: 8/21/2023
70 Public Hearing:
71 Second Reading/Adopted:
72 Effective Date:

EXHIBIT A



INTER-CITY MEMORANDUM

To: City Council President James E. Ringsaker, Jr.
From: Mayor William T. Martin
Date: 8/11/2023
RE: Proposed Budget Amendment 2024-01

The City Council approved the fiscal 2024 budget through Ordinance 1109 on June 20, 2023. Included in the budget were estimates for the amounts needed in fiscal 2024 for fiscal 2023 capital projects that were still in-process. Additionally, there were estimates for the anticipated Fund Balance for the start of the new fiscal year.

The City continues to encounter numerous delays and cost increases as a result of supply chain interruptions resulting from COVID. Additionally, the Federal American Rescue Plan Act (ARPA) had a significant impact on construction pricing and timing due to the substantial increase in government projects being undertaken. As a result, many of the estimates used for generating the fiscal 2024 budget need to be adjusted.

In addition, there exist operating and capital funding needs that were identified during the last quarter of fiscal 2023 and will require funding in fiscal 2024. These items were not contemplated when the fiscal 2024 preliminary budget was submitted to Council last April.

General Fund 1

The fiscal 2023 budget anticipated the General Fund balance to be \$1,746,800. Upon receipt of significant capital project invoices in July and August that were for performance in fiscal 2023, the balance in the General Fund on June 30, 2023 is \$3,107,800, \$1,361,000 more than anticipated. The biggest cause of the larger than expected fund balance is the delays encountered for capital projects. Further, the initial real property tax billing exceeded the fiscal 2024 budget estimate by over \$24,500, which will be needed to fund the excess costs.

One project, the Visitors Center rehabilitation, was approved for \$430,000 in fiscal 2023. The project was placed on hold after design and engineering estimates suggested that the cost could greatly exceed original estimates. The facility is being repurposed and the budget adjustment reflects this repurposing.

In total 16 projects, totaling \$2,432,400, and including \$1,046,900 in grant funding and \$1,385,500 in City funding exceeded the estimated costs as of June 30, 2023 and need to be established in fiscal 2024 to authorize the completion of the projects.

The following 3 projects, totaling \$310,500, were anticipated to be completed by fiscal 2023 year end, June 30, 2023, when the fiscal 2024 budget was submitted to Council for approval. They will need to be established in fiscal 2024 using the unanticipated funds carried forward from fiscal 2023 in order to fund them through completion:

- Acct #01-1242-6501 - 2 Ton Dump Truck (\$160,500)
- Acct #01-1251-7102 - Visitor's Center Repurposing (\$100,000)
- Acct #01-1251-7082 - Water Street Remediation. (\$50,000)

The following 8 projects, totaling \$949,300, were not contemplated in the fiscal 2024 budget. They are primarily land for parking and unanticipated repairs to City property that were identified after submission of the fiscal 2024 budget to City Council for consideration. They will need to be established in fiscal 2024 using the unanticipated funds carried forward from fiscal 2023 in order to fund them through completion:

- Acct #01-1091-6501 - City Hall HVAC System (\$82,000)
- Acct #01-1091-6507 - St. John/Congress Avenue Land Purchase (\$240,000)
- Acct #01-1091-6507 - Wilson/Bloomsbury Land Purchase (\$300,000)
- Acct #01-1094-6501 - City Hall Video Security System (\$25,200)
- Acct #01-1112-6501 - PD Building Boiler Replacement (\$73,800)
- Acct #01-1112-6501 - PD Building Window Replacement (\$80,000)
- Acct #01-1251-7073 - MS4 Stormwater Remediation (\$118,300)
- Acct #01-1251-7096 - Sidewalk Replacement (\$30,000)

The following 5 projects, totaling \$1,142,600 were anticipated to be completed or more completed by fiscal 2023 year end when the fiscal 2024 budget was submitted to Council for approval. They will need to be established in fiscal 2024 using a combination of awarded grant funds totaling \$1,046,900 and unanticipated funds carried forward from fiscal 2023 totaling \$125,700 in order to fund them through completion:

- Acct #01-1091-6501 - ADA Trolleys (2) (ARPA - \$67,900)
- Acct #01-1251-7083 - Living Shoreline (State - \$79,000)
- Acct #01-1251-7084 - Critical Area Remediation (Critical Area - \$8,100)
- Acct #01-1251-7089 - Green St Pier, Swan Harbor, Shuttle (USDOC/EDA - \$382,700, City - \$125,700)
- Acct #01-1251-7098 - Downtown Infrastructure Rehabilitation/Resiliency (ARPA - \$509,200)

Water and Sewer Fund 9

The Water and Sewer fund had numerous projects delayed or costs increased by the operating conditions already noted. In total, 10 projects totaling \$4,721,900 were impacted. Most of the projects were either ARPA funded or funded through the fiscal 2023 Bond issue.

Additionally, the Water and sewer Fund finished fiscal 2023 with a fund balance of \$558,500, which was \$900,200 more than anticipated by the fiscal 2024 budget.

The following 2 projects, totaling \$687,200, were anticipated to be completed by fiscal 2023 year end, June 30, 2023, when the fiscal 2024 budget was submitted to Council for approval. The Gashey's Creek Pump Station and Main has increased by \$200,000 due to material increases and time delays. The projects will need to be established in fiscal 2024 using the unanticipated funds carried forward from fiscal 2023 in order to fund them through completion:

- Acct #09-1232-9042 – Lafayette Street Force Main Valves (\$187,200)
- Acct #09-1232-9064 – Gashey's Creek Pump Station & Main (\$500,000)

The following project was not contemplated in the fiscal 2024 budget. It is needed to correct a recently discovered failure and will need to be established in fiscal 2024 using the unanticipated funds carried forward from fiscal 2023.

- Acct #09-1232-9060 - Ontario Street Sewer Line (\$200,000)

There are 3 ARPA funded projects, totaling \$2,911,600 that need to be carried into fiscal 2024:

- Acct #09-1232-6501 - Sewer Truck (ARPA - \$465,100)
- Acct #09-1232-9048 - Water Line Upgrades (ARPA - \$2,355,000)
- Acct #09-1245-9042 - Lafayette Street PS Line Upgrade (ARPA - \$91,500)

There are 4 Bond funded projects, totaling \$923,100 that need to be carried into fiscal 2024:

- Acct #09-1231-9032 - Solids Handling Facility (Bond - \$621,700)
- Acct #09-1232-9051 - Water Main Route 40 (Bond - \$150,900)
- Acct #09-1232-9056 - Pennington Avenue Water Line (Bond - \$146,600)
- Acct #09-1232-9057 - Old Bay Lane Water Main (Bond - \$3,900)

Please contact George DeHority or Steve Gamatoria if you have any questions or require additional information regarding this budget amendment request.

SOURCE OF FUNDS

Account Number	Account Title	Amount
	General Fund 1	
01-0001-41-01	Real Property Taxes	\$24,500.00
01-0001-48-34	State Grants	\$79,000.00
01-0001-48-52	Federal Grants (DOC - EDA)	\$382,700.00
01-0001-49-00	Fund Transfers (ARPA)	\$577,100.00
01-0001-49-00	Fund Transfers (Critical Area)	\$8,100.00
01-0001-49-98	BOY Fund Balance	\$1,361,000.00
	Water/Sewer Fund 9	
09-0001-49-00	Fund Transfers (ARPA)	\$2,911,600.00
09-0001-49-01	Appropriated Retained Earnings	\$887,200.00
09-0001-49-27	DHCD Bond Proceeds	\$923,100.00
	Total Sources	\$7,154,300.00

USE OF FUNDS

Account Number	Account Title	Amount
	General Fund 1	
01-1091-6501	City Hall HVAC & ADA Trolleys	\$149,900.00
01-1091-6507	Parking Land Acquisitions	\$540,000.00
01-1094-6501	City Hall Video Security	\$25,200.00
01-1112-6501	PD Building Renovations	\$153,800.00
01-1242-6501	2 Ton Dump Truck	\$160,500.00
01-1251-7073	MS4 Stormwater Remediation	\$118,300.00
01-1251-7082	Water Street Remediation	\$50,000.00
01-1251-7083	Living Shoreline Projects	\$79,000.00
01-1251-7084	Critical Area Remediation	\$8,100.00
01-1251-7089	Green St Pier, Swan Hrbr Bridge, Shuttle	\$508,400.00
01-1251-7096	Sidewalk Replacement	\$30,000.00
01-1251-7098	Downtown Infrastructure Rehab/Resilancy	\$509,200.00
01-1251-7102	Visitor's Center Rehabilitation	\$100,000.00
	Water/Sewer Fund 9	
09-1231-9032	Solids Handling Facility	\$621,700.00
09-1232-6501	Sewer Truck	\$465,100.00
09-1232-9042	Lafayette St Force Main Valves	\$187,200.00
09-1232-9048	Water Line Upgrades	\$2,355,000.00
09-1232-9051	Rt 40 Water Transmission Line	\$150,900.00
09-1232-9056	Pennington Avenue Water Line	\$146,600.00
09-1232-9057	Old Bay Lane Water Main Extension	\$3,900.00
09-1232-9060	Ontario Street Sewer Line	\$200,000.00
09-1232-9064	Gashey's Creek PS & Main	\$500,000.00
09-1245-9042	Lafayette St PS Line Upgrade	\$91,500.00
	Total Uses	\$7,154,300.00

REASON FOR ADJUSTMENT

To carry forward FY 2023 Capital Projects and Adjust BOY Fund Balance

AUTHORITY

City Council on 08/21/23.

APPROVAL

MAYOR

Date: _____

ADMINISTRATION

Date: _____

FINANCE

Date: _____

CITY COUNCIL

READ FILE COVER SHEET

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

Date: **6/21/2023**

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 21, 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: Resolution was tabled at the 6/5/2023 and 6/20/2023 Council meeting.
No quorum at the 7/3/23 Council meeting. Tabled at 7/17/2023
Council meeting.

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2023-__

Introduced by _____ Council Member Schneegas

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

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

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

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

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

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

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

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

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

42 WHEREAS, the License attached as Exhibit A conforms to the requirements of Resolution
43 No. 2020-21 and the Department of Planning Memorandum dated May 31, 2023 attached as
44 Exhibit B describes the location of the front porch and house encroachment; and
45

46 WHEREAS, by this Resolution, the Council authorizes the Mayor to execute such
47 LICENSE substantially in the form as attached hereto, which LICENSE will not become binding
48 until signed by the Mayor and attested by the Director of Administration.

49 NOW THEREFORE, it is determined, decided, and resolved by the City Council the
50 encroachment on the City right-of-way is hereby approved for the front porch and house structure
51 only, and the Mayor is authorized to execute such License, which will not become binding until it
52 is signed by the Mayor and attested by the Director of Administration.
53

54 It is further determined, decided, and resolved that the request for encroachment of the pre-
55 existing concrete pad is hereby denied for the reasons stated in the Department’s Memorandum
56 dated May 31, 2023.
57

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

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

62
63
64 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE, MARYLAND

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

70 William T. Martin
71 Mayor

72 Introduced:
73 Passed/Adopted:
74 Effective Date:

EXHIBIT A

1



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078

410-939-1800

WWW.HAVREDEGRACEMD.COM

4

5

LICENSE AGREEMENT

6

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

7

Mayor and City Council of Havre de Grace, Maryland (“City”), and Andrew Hartsky and Rachel

8

McCloskey (“LICENSEE”).

9

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

10

Havre de Grace, Maryland; and,

11

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

12

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

13

adjoining Lewis Street and South Stoke Streets.

14

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

15

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

16

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

17

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

18

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

19

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

20

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

21

21; and

22

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

23

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

24

Administration.

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

27 **1. Property.**

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

30 **2. Terms of Use.**

31 LICENSEE agrees:

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

44
45 **3. Indemnity.**

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

51 **4. Restoration.**

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

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

56 **5. Maintenance.**

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

62 **6. Term**

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

67 **7. Permitted Use.**

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

73 **8. Entire Agreement.**

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

75 **9. No Waiver**

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

78

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

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

83 **11. No Assignment**

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

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

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

94 WITNESS our hands and seals.

95

96 WITNESS/ATTEST:

LICENSEE:

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Signature

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE, MARYLAND

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

113 APPROVED AS TO LEGAL SUFFICIENCY:

114

115

116 _____
April C. Ishak, City Attorney

117

ATTACHMENT B



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078

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410-939-1800

DEPARTMENT OF PLANNING
MEMORANDUM

May 31, 2023

To: Stephen J. Gamatoria, Director of Administration

From: Tim Bourcier, Director of Planning

Re: **569 Lewis Street – License and Lease Agreement
Request for a License and Lease Agreement in the City Right-of-Way**

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

License Agreement

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

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

Lease Agreement

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

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

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

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

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

ATTACHMENT A



City of Havre de Grace

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

DEPARTMENT OF PLANNING MEMORANDUM

June 16, 2022

To: Tamara Brinkman, Executive Assistant

From: Tim Bourcier, Director of Planning

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

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

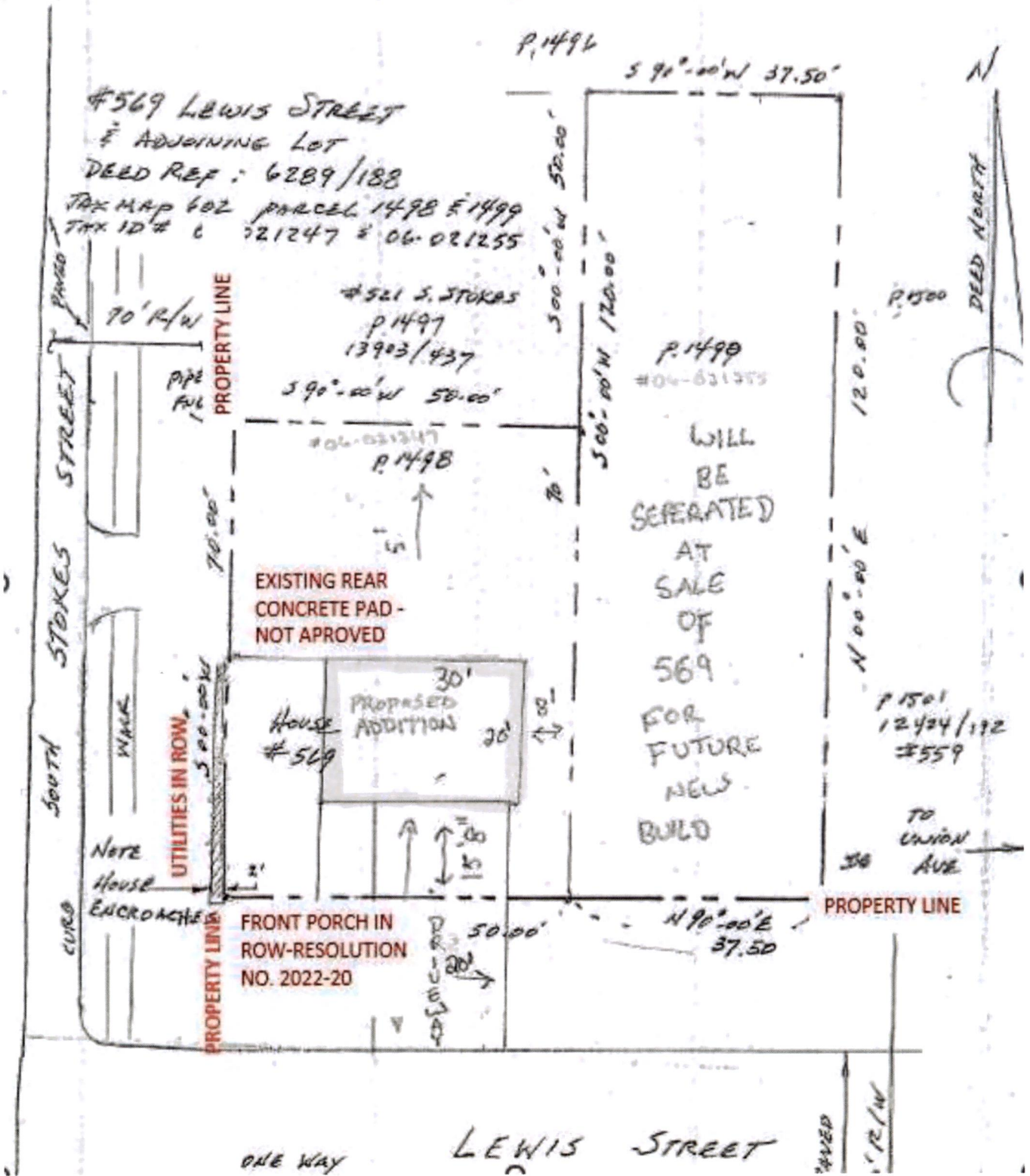
- a. Application for a LICENSE of City property shall be accompanied by a \$50.00 administrative fee.
- b. The LICENSEE is required to pay all costs associated with the LICENSE and the property, including but not limited to maintenance, repair, utilities, taxes, and insurance.
- c. The porch shall be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

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

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

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

ATTACHMENT B



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

ATTACHMENT C



City of Havre de Grace

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

410- 939-1800

DEPARTMENT OF PLANNING MEMORANDUM

October 20, 2022

To: Steve Gamatoria, Director of Administration
From: Tim Bourcier, Director of Planning
Re: **308 South Stokes Street - License Agreement**
Request for a license to place a fence in the City's Right-of-Way

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

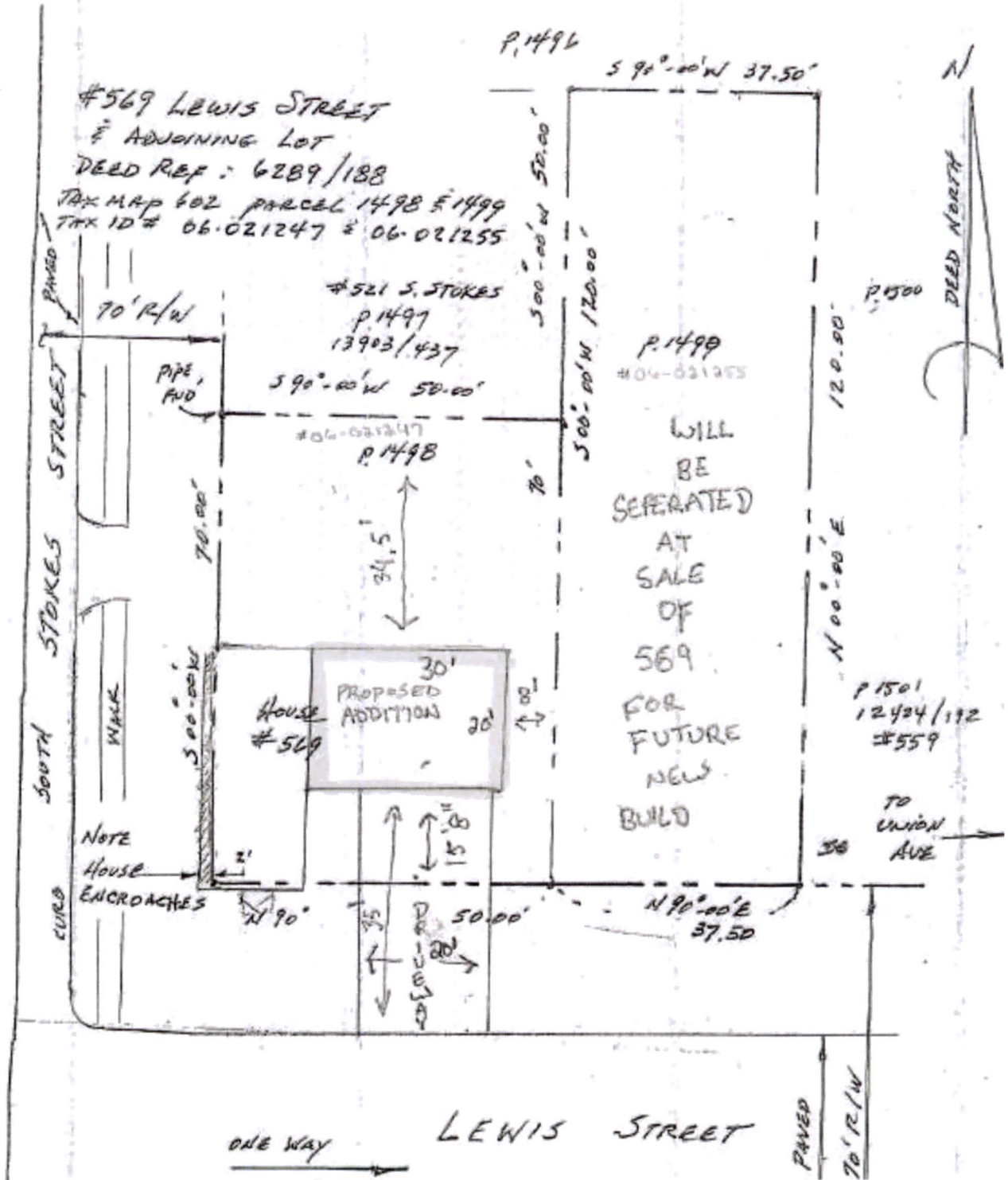
- 1) The Applicant is able to fence in their yard within their own property line. There is no pre-existing structure on the right-of-way. The proposed license agreement would essentially provide the Applicant with City property to increase their rear and side yard at no cost.
- 2) The proposed fence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

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

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



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



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



SITE PHOTOS 05.15.23

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



SITE PHOTOS 05.15.23

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



SITE PHOTOS 05.15.23

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



SITE PHOTOS 05.15.23

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

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Special Event - Lock House Craft Beer & Wine Festival**

April 20, 2024

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 August 21, 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

EVENT APPLICATION CHECKLIST

Office Use Only
Date Received 7-14-23
Tracking # 1011 190 024

EVENT NAME: The 5th Annual Lock House Craft Beer and Wine Festival

Sponsor Organization: The Lock House Museum

Business Address: 817 Conestee St, Havre de Grace MD 21078

On-Site Contact Person: Joanne Healey

Contact Information Phone: Email: director@thelockhousemuseum.org

Back-Up On-Site Contact Person: Beth Merchant

Contact Information Phone: Email:

Note: The on-site contact must be at the event the entire duration to include set-up and break-down.

Is the Sponsor Organization a Havre de Grace 501 C3? [X] Yes [] No

Is the Sponsor Organization a 501 C3? [] Yes [] No

Tax ID # 52-1325983 (attach non-profit status documentation to application)

If the Sponsor Organization is not a Havre de Grace Non-Profit, please provide additional details below:

[Empty box for additional details]

Event Category:

- [] Athletic/Recreation [] Concert/Performance [] Other (explain)
[X] Festival [] Carnival
[] Parade [] 5K/10K/Walk *
[] Rally [] Fishing Tournament
*a fee may be charged

Date/Time:

If this is a multi-day event, please attach a detailed summary with applicable dates and times.

Setup Date: 4/19/2024-4/20/2024 Begin Time: 9:00 am
Event Starts Date: 4/20/2024 Time: 11:00 am
Event Ends Date: 4/20/2024 Time: 5:00 pm
Breakdown Date: 4/20/2024 End Time: 7:00 pm
Rain Date Date: n/a

Is timeframe the same? [] Yes [] No
If no, include new times:

Location: (see attached map)

- [] Millard E. Tydings Memorial Park (352 Commerce Street)
[] Community Pavilion (tent) at Frank J. Hutchins Memorial Park (100 Congress Avenue) \$250 fee per day (no amplified sound)
[] Concord Point Park (701 Concord Street)
[] David Craig Park (553 N. Union Avenue)
[] McLhinney Park (811 N. Adams Street)
[] K-9 Cody Dog Park (100 Lagaret Lane)
[] Veteran Park (418 Concord Street)
[X] Other location (explain)

Lockhouse Museum grounds

(No vehicles permitted on park grounds - fees will apply for damage to the grounds.)

Anticipated Attendance: 800

Admission Fee (if any): \$10-\$45

Requested City Services:

Following is a list of services City Staff may provide at no charge to Event Sponsors to help make your event successful. If your event needs assistance from the City for services, **please check the appropriate boxes below**. **Note: Only those services approved prior to the event will be provided.**

Traffic Control: Please describe and attach a map (e.g. Google Maps) of intersections and street names affected and any road closures.

Note: Ohio Street, Otsego Street, Revolution Street, Superior Street, Union Avenue, and US Rt. 40 are State Roads, so Event Sponsor must submit the Maryland State Highway Administration (MSHA) Permit with this Special Event Application, but should not contact or submit the permit to MSHA – the Havre de Grace Police Department will handle this part of the process with MSHA. (<https://www.roads.maryland.gov/mdotsha/pages/Index.aspx?PageId=59>)

Parking/No Parking Signs: Please designate on a map the areas to be designated for Parking/No Parking (include Handicap Parking).

Public Restrooms: Public Restrooms are available and located at or near Millard E. Tydings Memorial Park and City Yacht Basin, Frank J. Hutchins Memorial Park, Concord Point Park, and McLhinney Park. These public restrooms will be cleaned and stocked with the necessary supplies.

Electricity Needed (limited availability): Please attach an electrical site plan to include placement of extension cords, generators and the anticipated amperage draw.

Other: Please explain:

It is the responsibility of the EVENT SPONSOR to provide tables, chairs, podium, stage, audio, fencing, and port-a-pots as needed.

Please remove all items at the end of your event and return the area to an equal or better condition than before the event; additional fees will/may apply for any damage caused by your event or items not removed at the end of your event.

Food Service:

Yes No Will there be food sold at your event?

Yes No Will there be food given away at your event?

It is the responsibility of the EVENT SPONSOR to contact and comply with the Harford County Health Department Regulations. It is also the responsibility of the EVENT SPONSOR to ensure the removal of all trash and recycling (see Trash and Recycling Collection and Disposal on page 4 of this application).

Alcohol:

Yes No Will there be alcohol sold at your event?

Yes No Will there be alcohol given away at your event?

Alcoholic beverages are not permitted at City Parks, unless you have permission from the Mayor and City Council and you apply for and receive a Liquor License from the Harford County Liquor Board.

The Harford County Liquor Board requires a License if alcohol is to be served – please note rules and regulations: <http://www.hclcb.org/alcoholic-beverage-license-applications>.

It is the responsibility of the EVENT SPONSOR to contact the Liquor Board for the appropriate permit. The Harford County Liquor Board Permit Application must be signed by the City. A copy of the approved License must be provided to the Chief of Parks, Events and Recreation at least 3 business days prior to the scheduled event.

Please describe your security plan to ensure the safe sale and distribution of alcohol at your event. Include how attendees of legal drinking age will be identified.

All attendees will have ID checked and their hand stamped as "over 21" upon entry to the festival in order to be served alcohol.

Security:

Yes No I acknowledge that I have contacted the Havre de Grace Police Department's Police Services Commander (410-939-2121) to discuss concerns regarding safety and security during the event.

Officer's Name: Capt. Krass Badge # 7761

Date Contacted: 6/15/2023

Gambling:

Yes No Will there be raffles, 50/50 or other gambling games?

It is the responsibility of the EVENT SPONSOR to contact the Harford County Sheriff's Office for the appropriate permit: <https://harfordsheriff.org/services/gambling/>. A copy of the approved License must be provided to the Chief of Parks, Events and Recreation prior to the scheduled event.

First Aid Services/Medical Plan:

Please describe your medical plan including the number of first aid staff and/or first aid stations within the perimeter of your event. Please include your communication plan and types of resources that will be at your event for medical emergencies.

Requesting ambulance on site.

Affidavit:

The Applicant agrees to defend, indemnify and hold harmless the City of Havre de Grace, its agents, representatives, officials and employees, from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court cost, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, or omissions of the Applicant, its agents, employees, contractors, subcontractors, customers, invitees, guests or other persons doing business with the Applicant, in connection with the Special Event described in this Application, provided that such claims, damages, losses and expenses are attributable to bodily injury or to injury to or destruction of property. Any cancellation must be made 48 hours prior to the scheduled event.

I have read and understand all of the attached policies and will abide by all policies, rules, regulations, and conditions as written. I understand that the Special Event Permit is not transferable to any other Sponsor, Individual or Group. I also understand the event cannot be advertised until the application has been submitted and approved by the Mayor and City Council.

Event Name: The 5th Annual Lock House Craft Beer and Wine Festival

Print Name of Event Sponsor The Lock House Museum

Title Vicki O'Keefe Vice-president, Board of Directors

Phone _____ Email _____

Signature *Vicki O'Keefe* Date 6/22/23

Received by *Stephie Thomas* Date 6/22/23
City Official

Kiley Ernest

7-24-23

Museum Ek

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
31 HOPKINS PLAZA
BALTIMORE, MD 21201

DEPARTMENT OF THE TREASURY

Date: **FEB 24 1992**

SUEBUEHANNA MUSEUM OF HAVRE DE
GRACE INC
P O BOX 253 LONESTEG STREET
HAVRE DE GRACE, MD 21078

Employer Identification Number
50-1825983
Contact Person:
MRS. S. PRATT
Contact Telephone Number:
(410) 952-9431

Internal Revenue Code
Section 501(c)(04)
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Appendix A-1 filed:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically exempted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. Also, unless exempted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day

SUSQUEHANNA MUSEUM OF NAUTIC DE

is charged when a return is filed later unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$3,000 or 3 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Except Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trades or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Exemption under section 501(c)(4) is recognized as of 8-15-76. Your date of formation or incorporation is 3-14-91, the effective date of your election under section 511(c)(3).

If we have indicated in the heading of this letter that an enclosure applies, the enclosed enclosure is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



District Director

SUSQUEHANNA MUSEUM OF HAVRE DE

You are required to make available for public inspection a copy of your exemption application, and supporting documents, and this exemption letter. If you are required to file an annual information return, you are also required to make a copy of the return available for public inspection for three years after the return is due. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is a failure to comply (up maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 68-126, 1968-2 C.B. 453 for additional information.

Contributions to your organization are not deductible by donors under section 170(e)(2) of the Code.

Under section 513, any fund-raising solicitation (including a solicitation for membership dues payment) you make must include an express statement (in a conspicuous and easily recognizable format) that contributions and gifts are not deductible as charitable contributions for federal income tax purposes. This express statement does not apply, however, if your annual gross receipts are normally \$100,000 or less, or if your solicitations are made to no more than ten persons during a calendar year. The law provides penalties for failure to comply with this requirement, unless the failure is due to reasonable cause. See Internal Revenue Service Notice 83-126, 1983-2 C.B. 453 for additional information.



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Handicap parking



Snow fencing



Entry access



Food trucks



Band stage



Beer, wine and artisan vendors

SPECIAL EVENTS WORK SHEET

	Event: Lock House Craft Beer & Wine Festival	Tracking ID 1011190024				
	Dates: 4/21-22/20234					
	Time of set up: 9:00 am on 4/21/2024					
	Take down time: 5:00pm - 7 pm on 4/22/2024					
	Time of actual event: 11:00AM - 5:00pm on 4/22/2024					
	Location: Lock House Museum Grounds					
	Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
PD	4		28	\$115.00	28	\$3,220.00
Notes	Completed 8/02/2023					
	Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
DPW	3	6		\$64.75	6	\$388.50
Notes	Bathrooms will be cleaned and stocked throughout event. Handicap Parking signs prepped and posted. Additional trash and recycle containers provided. (8 each). Sponsor to arrange for dumpster and to provide trash bags and collection/disposal service. No other services requested. Completed: 7/25/23					
	7	6	28	\$179.75	34	\$3,608.50
Grand Total						