



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078

410-939-1800

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Public Notice

Havre de Grace City Council Meeting

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

TIME: 7:00 p.m.

DATE: Monday, November 6, 2023

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

The Council intends to close part of the meeting to discuss the employment contract of the Director of Finance, consult with counsel to obtain legal advice, and to consult with City staff and the City Attorney about pending or potential litigation. The public may attend the open session and observe the vote of Council to move into closed session at agenda item #18. The closing statement will be read into the record and will be available for public inspection. The Council will not reconvene in open session after the closed session.



COUNCIL MEETING AGENDA

November 6, 2023

711 Pennington Avenue, Havre de Grace, Maryland

7:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Opening Prayer: Elder Henry Lee, Jr., Gospel Tabernacle Church
5. Approval of the Minutes:
 - A. City Council Meeting Minutes – October 16, 2023
6. Comments from Citizens
7. Appointments:
 - A. Tree Commission (CM Boyer)
 - i. Donald Horton – Reappointment
 - B. Youth Commission (CM Robertson)
 - i. Dena Cardwell – Reappointment
 - ii. William Howard, Jr. – Reappointment
8. Recognitions: None
9. Proclamations: None
10. Presentations:
 - A. Marina Commission Report (CM Schneegas)
11. Resolutions: None
12. Ordinances:
 - A. **Ordinance No. 1125 concerning Repealing and Replacing Chapter 31-2: Amendments to the International Property Maintenance Code: 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 ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO REPEAL AND REPLACE CHAPTER 31-2: AMENDMENTS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

B. Ordinance No. 1126 concerning Accepting a Deed for 105 Wilson Street: Second Reading (CP Ringsaker)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE 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 AND 73 OF THE HAVRE DE GRACE CITY CHARTER, FOR THE PURPOSE OF ACCEPTING A DEED FOR 105 WILSON STREET FOR A PUBLIC PURPOSE

C. Ordinance concerning Accepting a Deed for Bloomsbury Avenue: First Reading (CP Ringsaker)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE 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 AND 73 OF THE HAVRE DE GRACE CITY CHARTER, FOR THE PURPOSE OF ACCEPTING A DEED FOR BLOOMSBURY AVENUE PARCEL TAX ID NO. 06-020127 FOR A PUBLIC PURPOSE

D. Ordinance concerning Adding Section 205-11 - Dumpster Screening: First Reading (CM Schneegas)

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO ADD SECTION 205-11 K. DUMPSTER SCREENING

E. Ordinance concerning Approving Budget Amendment 2024-04 to Fund State Bikeways Grant and UMUC Zoning District Renderings: 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 FUND STATE BIKEWAYS GRANT AND UMUC ZONING DISTRICT RENDERINGS

F. Ordinance concerning Approving a Memorandum of Understanding and Agreement with Harford County regarding Access to the Robinhood Road Master Water Meter Vault: First Reading (CP Ringsaker)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE 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, FOR THE PURPOSE OF APPROVING THE MEMORANDUM OF UNDERSTANDING AND AGREEMENT WITH HARFORD COUNTY REGARDING ACCESS TO THE ROBINHOOD ROAD MASTER WATER METER VAULT

13. Old Business: None

14. New Business:

A. Special Events (Mr. Gamatoria)

- i. Havre de Grace Winter Farmers Market, January 6-April 20, 2024 (1st & 3rd Saturdays)
9:00 a.m.-11:00 a.m., Congress Avenue in front of the STAR Centre

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. Motion to Move into Closed Session (CP Ringsaker)

- A. Discuss Employment Contract of the Director of Finance
- B. Consult with Counsel to Obtain Legal Advice
- C. Consult with Staff, Consultants, or Other Individuals about Pending or Potential Litigation

19. Adjournment



October 16, 2023

Public Hearing Proceedings

711 Pennington Avenue, Havre de Grace, Maryland

7:00 p.m.

Public Hearing on Ordinance No. 1125 concerning Repealing and Replacing Chapter 31-2: Amendments to the International Property Maintenance Code was called to order on October 16, 2023 at 7:01 p.m. with Mayor Martin presiding. Council Members present: CP Ringsaker, CM Boker, CM Boyer, CM Jones, and CM Schneegas. Council Member Absent: 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 REPEAL AND REPLACE CHAPTER 31-2: AMENDMENTS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

Comments from Citizens: None

Public Hearing closed at 7:03 p.m.

Public Hearing on Ordinance No. 1126 concerning Accepting a Deed for 105 Wilson Street was called to order on October 16, 2023 at 7:03 p.m. with Mayor Martin presiding. Council Members present: CP Ringsaker, CM Boker, CM Boyer, CM Jones, and CM Schneegas. Council Member Absent: CM Robertson.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE 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 AND 73 OF THE HAVRE DE GRACE CITY CHARTER, FOR THE PURPOSE OF ACCEPTING A DEED FOR 105 WILSON STREET FOR A PUBLIC PURPOSE

Comments from Citizens: None

Public Hearing closed at 7:04 p.m.

October 16, 2023

Council Meeting Proceedings

The regular meeting of the Mayor and City Council was called to order on October 16, 2023, at 7:04 p.m. with Mayor Martin presiding. Council Members present: CP Ringsaker, CM Boker, CM Boyer, CM Jones, and CM Schneegas. Council Member Absent: CM Robertson

The Pledge of Allegiance was recited, and the opening prayer was given by Rev. Dr. Lynne Humphries-Russ, Hopewell United Methodist Church.

CP Ringsaker requested an agenda amendment to remove 12D, 12E, 13B, and 13C; amendment accepted.

Approval of Minutes

City Council Meeting Minutes – CM Boker moved to approve the Council Meeting minutes of October 2, 2023. Second by CM Schneegas. Motion carried 5-0.

City Council Closed Session Meeting Minutes – CM Jones moved to approve the Council Closed Session Meeting minutes of October 2, 2023. Second by CM Schneegas. Motion carried 5-0.

Comments from Citizens

Herbert Truslow, Havre de Grace inquired why the City did not get the hospital and it went to Aberdeen. Mayor Martin explained the reason.

Jean Johnson, Havre de Grace, of the Historic Preservation Commission spoke in favor of our first designated HdG Historic Landmark of the Historic Colored School Museum that will be introduced by CM Jones. Their heartfelt thanks was given to the administration.

Appointments

CP Ringsaker made a motion to approve the reappointment of Clark Turner and Richard Wehner to the Economic Development Advisory Board. Second by CM Schneegas. Motion carried 5-0.

CP Ringsaker made a motion to approve the appointment of Carolyn Zinner to the Ethics Commission. Second by CM Boker. Motion carried 5-0.

Oath of Office

Mayor Martin administered the oath of office to Carolyn Zinner of the Ethics Commission.

Presentations

Tim Whittie gave a presentation on the Otsego Street & Route 40 Intersection. He gave an update on the different proposals by the State Highway Administration and the Maryland Toll Authority. He believes studying the toll structure is a simpler solution than spending millions of dollars to change the intersection, since most the problems come from people taking the Route 40 Hatem Bridge due to the cheaper rate. Mr. Whittie requested the City's recommendation for moving forward. CP Ringsaker is in favor of sending a letter from the Mayor and Council. The Mayor commented on the change in technology and the ability to move the toll reader so it isn't at the bridge. CM Boyer commented that the intersection also needs a structural improvement; Mr. Whittie agreed it should be a holistic approach.

Deborah Stathes gave a presentation on the Cultural Exchange Commission's trip to Mumbles, Wales and encouraged people to join the Cultural Exchange Commission and/or attend their meetings. Mayor Martin commented that we have friends 3,000 miles away and it's a place you will want to visit over and over again; Mayor Martin thanked Mrs. Stathes for all the work she does on the Cultural Exchange Commission.

Resolutions

Charter Resolution No. 296 concerning Amending Charter Sections pertaining to Council Meeting Location & Time: Second Reading

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 28 AND 31 GENERALLY PERTAINING TO THE LOCATION AND TIME OF MEETINGS OF THE MAYOR AND CITY COUNCIL

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

Charter Resolution No. 297 concerning Amending Charter Sections pertaining to Public Ways, Sidewalks, and Water and Sewers: Second Reading

A CHARTER AMENDMENT 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 65, 66, 67 AND 68 GENERALLY PERTAINING TO PUBLIC WAYS, SIDEWALKS, AND WATER AND SEWERS

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

Calendar Resolution concerning Designating The Havre de Grace Colored School Museum and Cultural Center as a Havre de Grace Historic Landmark

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 TO DESIGNATE THE HAVRE DE GRACE COLORED SCHOOL MUSEUM AND CULTURAL CENTER AS A HAVRE DE GRACE HISTORIC LANDMARK

A motion to introduce was made by CM Jones. Second by CP Ringsaker. Motion carried 5-0. The resolution was given number 2023-16. A motion to adopt was made by CM Jones. Second by CM Schneegas. After a roll call vote, motion to approve carried 5-0.

Calendar Resolution concerning Approving a License Agreement for a Replacement Sign at 130 Market Street

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 THE REPLACEMENT OF A DRIVEWAY AND CURB CUT AT 349 CONGRESS AVENUE RIGHT-OF-WAY AND TO AUTHORIZE THE MAYOR TO EXECUTE SUCH LICENSE

This resolution was removed from the agenda.

Calendar Resolution concerning Approving a License Agreement for the Replacement of a Driveway and Curb Cut at 349 Congress Avenue

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 THE REPLACEMENT OF A DRIVEWAY AND CURB CUT AT 349 CONGRESS AVENUE RIGHT-OF-WAY AND TO AUTHORIZE THE MAYOR TO EXECUTE SUCH LICENSE

This resolution was removed from the agenda.

Ordinances

Ordinance No. 1122 concerning Amending Section 97 Historic Preservation pertaining to Historic Designation and Other Amendments: Second Reading

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND CITY CODE SECTION 97 HISTORIC PRESERVATION

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

Ordinance concerning Authorizing a Lease for a Front Porch and 2nd Floor Deck at 610 Erie Street

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTION 33 AND 34 OF THE CITY CHARTER AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND FOR APPROVAL OF A LEASE AGREEMENT FOR THE CONSTRUCTION OF A FRONT PORCH AND 2ND FLOOR DECK AT 610 ERIE STREET RIGHT-OF-WAY AND TO AUTHORIZE THE MAYOR TO EXECUTE SUCH LEASE

This ordinance was removed from the agenda.

Ordinance concerning Authorizing a Lease for Front Porch and Steps 116 South Union Avenue

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTION 33 AND 34 OF THE CITY CHARTER AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND FOR APPROVAL OF A LEASE AGREEMENT FOR THE REPLACEMENT OF A FRONT PORCH AND STEPS AT 116 SOUTH UNION AVENUE RIGHT-OF-WAY AND TO AUTHORIZE THE MAYOR TO EXECUTE SUCH LEASE

This ordinance was removed from the agenda.

New Business

Special Events – Mr. Steve Gamatoria presented the special event application:

Veterans Day Parade, November 11, 2023, 11:00 a.m.-12:00 p.m., Congress Avenue, Washington Street & St. John Street. A motion to approve was made by CM Boker. Second by CM Schneegas. Motion carried 5-0.

Directors Report

Steve Gamatoria, Director of Administration: Mr. Gamatoria commented that he had asked Mr. Whittie to present on the intersection due to a lot of discussion on that intersection that began in 2006-2008 with BRAC coming in with the scope encompassing Aberdeen town limits to Perryville. This was the first time a toll facility supervisor participated in the meeting so we were hopeful we'd get additional information, but that didn't happen. In 2014-2015, we asked for a study with license plate readers so we could see where traffic was going when it came off I-95, so we could get the full story to see if people are jumping tolls, which we believe is happening. We will prepare a letter to be signed by the Mayor and endorsed by the Council and a resolution to be sent to the State Highway Administration requesting the tolling and methodology of the traffic study. Our events group was congratulated for all the work they've done the last couple weeks with Oktoberfest, Sweeney Todd (great reviews), the Vampire Circus, and there is more to come with the Evil Dead Musical; he commends the group on blazing the trail with a lot of new activities and events while being successful with the cover bands. The Oyster Feast is in November and the Farmers Market is every week. Everyone, on behalf of Allen Fair, are invited to the opening of Graw Alley at Harmer's Town this Friday and Saturday. From the Arts Collective meeting: Arts Across Harford has just completed and was a big success, and the opening of their fourth exhibit at Gallery 220 - Art in Drag was one of the biggest attended shows with the highest level of art sales. The Arts Collective is having a Volunteer Fair Schedule this Wednesday at the Vandiver – it is free to the public to see where people may be interested in volunteering at the Opera House, STAR Center, State Theater, and Gallery 220.

Tim Bourcier, Director of Planning: Mr. Bourcier thanked the Council for passing the legislation on historic landmarks – this helps with getting funds from the Maryland Historical Trust, and made the process less restrictive. Dianne Klair was thanked for getting this program done along with Tammy Brinkman, Jean Johnson, and County Councilman Jacob Bennett. He attended a meeting in Bel Air on Safe Streets – they are choosing from two firms for creation of an action plan – they are looking at six to nine problem areas or intersections in town to create an action plan that will go toward seeking money from the federal government; the Otsego/Rt. 40 intersection is one of the problem intersections, so he will make sure they aren't recreating the wheel on that one. The kick off for the two bikeway grants is tomorrow. Mr. Bourcier read the annual update into the record (attached) as part of the criteria for the Flood Management Program Community Rating System – the more points we have, the lower the flood insurance rate for residents.

Bridgette Johnson, Director of Economic Development & Tourism: Mr. Gamatoria reported for Ms. Johnson. The application for the Holly Jolly Parade on December 1 is available on Explore Havre de Grace. The Tourism Advisory Board meeting is October 18 at 10 a.m. and the Economic Development Advisory Board meets the same day at 4 p.m. The procurement deadline for the Swan Harbor trail footbridge is October 17. The electric trolley is here and we're moving forward with the footbridge to take advantage of the EDA grant.

George DeHority, Director of Finance: Mr. DeHority thanked Mr. Abdul Abdi for covering for him at the last meeting and then reported on the current financial condition of General Fund 1, Water/Sewer Fund 9, and Marina Fund 8. The General Fund balance is \$10,090,900, which is \$700 below budget. The Water/Sewer Fund 9 balance is \$3,335,500, which is \$1,572,800 above budget. The Marina Fund 8 balance is \$534,700, which is \$12,300 above budget.

EJ Millisor, Director of Public Works: Mr. Millisor reported in this year-to-date we have paved over 8,225 linear feet of paving, which is equal to about 1.5 miles and we are looking to pave another half mile more before the asphalt plant shuts down this winter. We are working on getting the two new trolleys ready, but they won't be ready until spring. Last week, the City was awarded a \$2.5 million grant from the National Fish & Wildlife Foundation for the continuation of the Living Shoreline Project on Water Street toward McLhinney Park – credit to Tim Whittie and Stephanie Noye for their hard work and persistence. They received good feedback from residents at the meeting last week on the Lilly Run Project – there is a tentative plan to meet with residents in mid-November – we will make sure we have citizen input and consensus before moving forward.

Chief Teresa Walter, Havre de Grace Police Department: Chief Walter reminded everyone that Drug Take Back Day is October 28, 10 a.m.-2 p.m., which is a great opportunity to bag up unused or expired medications and bring them to the Police Station for disposal; they can't accept needles or diabetic test sticks. Halloween is coming up quickly – make sure children can breathe, see, and hear in their costume, costumes should be reflective or have reflective tape on the bottom and arms, bags/buckets should be reflective, children should travel with an adult, or if older, you should know the time they are expected back home and the route they are going to travel and it is well lit, drivers need to watch out for children darting in the street, and encourage your children not eat any candy until they get home and you've had a chance to inspect the candy.

Business from Mayor Martin

Mayor Martin gave the trolley report for the month – 4 trolleys ran for 6 days, over 1,000 riders, 692 miles, and no incidents. Oktoberfest was Sunday due to rain on Saturday, so they didn't have all the food and craft vendors, but it was still a nice crowd of people; the beer garden proceeds from the Masonic Lodge will go back into the community. He is proud of our event staff – they are getting national acts that do major venues. The Vampire Circus came from California – our staff reached out and got them to do a show here on a Thursday night between two other city performances. Check out the STAR Centre website and Facebook page to see what's coming up such as Fleetwood Mac cover band Tusk and Trans-Siberian Orchestra-esque production called Wizards of Winter. Tickets for the annual Oyster Feast at the STAR Centre go on sale October 18 - \$15 of the ticket price goes to the participating non-profit of your choice. Mayor Martin spoke of the attack on Israel and gave his support of Israel and his Jewish friends and residents of Havre de Grace.

Business from Council

Council Member Jones: CM Jones reminded citizens that Saturday is the Harford County Civil Rights tour leaving Harford Community College at 9 a.m. They will be visiting several sites in Havre de Grace, Aberdeen, and Bel Air.

Council Member Boyer: CM Boyer gave kudos to the people who organized and volunteered at the Pride Festival; it was a wonderful experience. The Green Team is looking for tree adopters, especially people familiar with Asian pear trees. The final count for the Victory Garden was 2,203 pounds grown. Ennise Bloom is stepping down and they are in desperate need for people to volunteer – there will be a meeting on October 24 at 6:30 p.m. at the Police Department to discuss the different areas of need. The Thanksgiving Committee has been meeting to organize the HdG Community Projects Thanksgiving Dinner – they are looking for volunteers for in-person dining and delivery – you can sign up online to receive a meal or to volunteer; sponsorship opportunities are available and you can contact Fred Wills to donate your turkey from your Weis points if you aren't going to use them. There will be a public meeting on October 17 at 6:30 p.m. by the Public Safety Committee to receive input on traffic around Grace Manor – the goal is to identify the root problem and find solutions.

Council Member Schneegas: CM Schneegas reported that it was joyous to interact with HdG Elementary School children last week for Trunk or Treat. The Ambulance Corps is having a Trunk or Treat on October 28 from 1 p.m.-4 p.m., and the HdG Housing Authority is having a Trunk or Treat at 5 p.m. The HdG Halloween Costume Contest & Parade will be on October 30 at Washington Street. The Harmer's Town ribbon cutting is this Friday with the unveiling of statues and the celebration continues on Saturday.

Council Member Robertson: CM Robertson was not in attendance.

Council Member Boker: CM Boker reported the Halloween Parade is October 30 at 5 p.m. and the Homecoming Parade is October 27 at 5 p.m. Oktoberfest was rained out on Saturday, but the American Legion had their Oktoberfest – hats off to the people who set it up and ran the event. He is interested to hear what the citizens have to say at the public meeting on October 17. The Polar Bear Police Plunge is in February – reach out to him for more information. He thanked the Police Department, First Responders, EMS, and Hose Company for keeping us safe.

Council President Ringsaker: CP Ringsaker congratulated CM Jones for being named 1 of 25 Women to Watch in Advocacy, Business & Health by the Baltimore Sun – it is well deserved. The Trunk or Treat was fun at the Elementary School – there was a lot of diversity of costumes. Officer Petz and Officer Daniels were thanked for taking time to meet with some of the Boy Scouts; he appreciates our Police Department. The Masonic Lodge Golf Tournament raised a lot of money for school scholarships in our community. EJ Millisor was thanked for helping with the Eagle Scout project of a floating vegetation platform at the Lock House, which helps to keep the pond clean and he plans to get more there. He worked the Oktoberfest – it was a good time and well attended. Coach Jim does hand out full sized candy bars to trick or treaters. He offered prayers for the people of Israel and condemned the terrorist attack and pointed out that our Border Patrol has apprehended terrorists at our border.

Adjournment

CP Ringsaker made a motion to adjourn at 8:57 p.m. Second by CM Boyer. Motion carried 5-0.

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

Submitted by: Tamara Brinkman



CRS Activity 510 Progress Report on Implementation of Credited Plan

Report Date: October 6, 2023

Prepared by: Marisa Willis, CFM, CRS Coordinator, Department of Planning
With updates provided by the Department of Public Works

Name of Plan: Hazard Mitigation Plan Harford County Maryland

Date of Adoption of Plan: October 2022

- This report is to be read into the record at the publically televised City Council meeting on Monday, October 16, 2023.

Copies of the original Hazard Mitigation Plan are available at Harford County Department of Emergency Services, as well as at each of the three incorporated municipalities within Harford County (Havre de Grace, Bel Air, and Aberdeen).

Within the County Hazard Mitigation Plan, under the Mitigation Goals and Action Plan section, four goals were outlined for the City of Havre de Grace:

- Goal 1: Reduce Flood Losses

The City's Floodplain Ordinance and FEMA mapping were updated and effective on April 19, 2016. The revised ordinance is based on the State model, and incorporates a 2 ft. freeboard requirement.

The Havre de Grace Comprehensive Plan adopted a Water Resources Element by Resolution No. 2010-17 in December 2010. The Department of Planning is currently updating all chapters of our Comprehensive Plan and is scheduled to be completed by Spring 2024.

Important weather related updates and announcements are posted on our City website, Facebook, and Twitter, as well as during City Council meetings. Emergency broadcasts are also sent out to residents by phone and email.

Engineered plans have been obtained for Phase I of Lilly Run, for 2500 feet of wetland enhancement and step pool design, and establishing a marshy area as a no-mow buffer. This will be in the area of Juniata Street, Revolution Street, and Wilson Street, where flooding is common during heavy rains. No work has begun on this project yet. Grant funding will be sought, and we hope to share the project with Harford County

Other storm water projects that were completed included a pond retrofit and partial stream restoration of Lilly Run at the City owned stormwater pond at the Bradford Green development area, a retrofit to the Concord Point Pond with the addition of two landscape infiltration areas, the storm pipe near the Maritime Museum which was daylighted with step pools, a rain garden

near the Decoy Museum with a dry stream channel meandering into the cove, shoreline slopes were lessened, invasives removed, and native plantings installed. The City regularly monitors these areas for continuing functionality and plant health.

- Goal 2: Protect Infrastructure – Water and Wastewater Systems

The City has installed new cameras for the SCADA system at City Hall, Police Department, water treatment plant and the water towers above town. The Waste Water Treatment Plant, and the DPW shop also had new cameras installed.

The City's water treatment plant recently completed upgrades to the pretreatment tanks, piping, filtering, and a new control room.

Water conservation efforts include monitoring quarterly water consumption and alerting customers of unusually high consumption.

- Goal 3: Educate and Inform the Public About All Hazards

Havre de Grace participates in the Community Rating System and is currently at a class 7. We continually strive to improve our score through mitigation assistance, public outreach, and exploring options for reducing flood risk. Multiple FEMA booklets and brochures are available in the City Hall lobby and the local library, and there is a webpage on the City website dedicated to Floodplain Management. This web page includes links to various FEMA publications, useful sites, and a link to the Official Hurricane Guide for Harford County "Surviving the Storm".

The City also publishes a Citizens Connection Newsletter and a Welcome Home booklet, updated as needed. Contents include general information on City services, schools, parks, contact information, permits, storm preparation, how to check for water leaks, and how to prevent sewer backups. These publications are available at City Hall, various locations around town, and mailed to new residents.

- Goal 4: Protect Infrastructure

The City Hall building is equipped with multiple cameras inside the main lobby, Council chambers, and around the perimeter of the building. Panic buttons are in multiple locations and functioning properly. As mentioned under Goal 2, cameras have also been installed at other critical infrastructure sites.

Summary

The City of Havre de Grace has been very proactive in enhancing City properties and facilities, upgrading infrastructure, and working to reduce stormwater flooding. Financial limitations guide us in a conservative manner. Administration applies for applicable grants as they become available. As with other historic communities around the State, aging water and sewer lines in need of replacement are priorities that sometimes delay progress of other projects. We are always striving to make Havre de Grace a better place in which to live, work, and enjoy an excellent quality of life.

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1125 concerning Repealing & Replacing
Chapter 31-2 International Property Maintenance Code
(2nd Reading)**

Date: **10/17/2023**

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 November 6, 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: 10/3/23 - Supplemental material attached - revisions from 2018 to 2021.

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND
ORDINANCE NO. 1125

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 ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO REPEAL AND REPLACE CHAPTER 31-2: AMENDMENTS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

On: 10/2/2023

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 10/16/2023 at 7:01 p.m., and concluded on 10/16/2023 at 7:03 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 BE IT ORDAINED, that Chapter 31-2 is hereby repealed and replaced in its entirety as follows:

33

34 §31-2. Amendments.

35

36 The International Property Maintenance Code 2021 shall be adopted with the following
37 amendments:

38

39 A. The name of the jurisdiction in the second line of Section 101.1, Title, on page 1 of the
40 International Property Maintenance Code 2021 shall be “City of Havre de Grace, as adopted by
41 the Mayor and City Council of Havre de Grace”.

42

43 B. Section 102.3, Application of other codes, shall read: “Repairs, additions or alterations to a
44 structure, or changes of occupancy, shall be done in accordance with the procedures and provisions
45 of the International Building Code 2018, the International Residential Code 2018, the City of
46 Havre de Grace Zoning Ordinance, and applicable codes of Harford County, Maryland, and the
47 State of Maryland.”

48

49 C. Section 103.1, General, shall read: “The Director of the Department of Planning, or the
50 Director's designee, to be known as the *Code Official* is hereby designated as the administrative
51 official in charge of the implementation and enforcement of the International Property
52 Maintenance Code 2021.”

53

54 D. Section 103.2, Appointment, shall be deleted.

55

56 E. Section 103.3, Deputies, shall be deleted.

57

58 F. Section 104.1, Fees, shall read: “The fees for activities and services performed by the
59 Department in carrying out its responsibilities under the International Property Maintenance Code
60 2021 shall be based upon the valuation of staff time required to complete plan and permit
61 examinations, site inspections and enforcement activity and shall be established by the Mayor and
62 City Council from time to time.”

63

64 G. Section 105.6, Department records, shall read: “An official record shall be kept of all business
65 and activities of the Department specified in the provisions of the International Property
66 Maintenance Code 2021, and all such records shall be open to public inspection at all appropriate
67 times and according to reasonable rules to maintain the integrity, confidentiality, and security of
68 such records.”

69

70 H. New Section 105.8, Restriction of employees, shall be added as follows: “An official or
71 employee connected with the Department of Planning shall not be engaged in or directly or
72 indirectly connected with the furnishing of labor, materials or appliances for the construction,
73 alteration or maintenance of a building, or the preparation of construction documents thereof,
74 unless that person is the owner of the building; nor shall such officer or employee engage in any
75 work that conflicts with official duties or with the interests of the Department.”

76

77 I. Section 107.1, General, shall read: “All appeals of orders, decisions or determinations made by
78 the *Code Official* shall be heard by the Board of Appeals, per Chapter 25 of the City Code.”
79

80 J. Section 108, Board of Appeals, is to be removed.
81

82 K. Section 109.3, Prosecution of violation, shall read:
83

- 84 1) Any person who shall be adjudged to have (1) violated any of the provisions of this
85 ordinance; or (2) failed to comply herewith or permitted or maintained such a violation; or
86 (3) violated or failed to comply with any order made hereunder; or (4) built in violation of
87 any details, statements, specifications or plans submitted or approved hereunder; or (5)
88 failed to operate in accordance with the provisions of any certificate, permit, or approval
89 issued hereunder shall, severally for each violation and noncompliance respectively, be
90 guilty of a municipal infraction, for which a fine not to exceed \$1,000 may be imposed for
91 each such infraction, payable to the City of Havre de Grace, with costs imposed in the
92 discretion of the court. Each day that an infraction continues after notice has been served
93 shall be deemed a separate infraction. The imposition of a fine for any violation shall not
94 excuse the violation, nor shall the violation be permitted to continue. Prosecution or lack
95 thereof of either the owner, occupant, or the person in charge shall not be deemed to relieve
96 any of the others.
97
- 98 2) Any person who shall be convicted of willfully (1) violating any of the provisions of this
99 ordinance; or (2) failing to comply herewith or permitting or maintaining such a violation;
100 or (3) violating or failing to comply with any order made hereunder; or (4) building in
101 violation of any details, statements, specifications or plans submitted or approved
102 hereunder; or (5) failing to operate in accordance with the provisions of any certificate,
103 permit, or approval issued hereunder shall, severally for each violation and noncompliance
104 respectively, be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 and
105 imprisonment not exceeding 90 days for each violation, with costs imposed in the
106 discretion of the court. Each day that a violation continues after notice has been served
107 shall be deemed a separate offense. The imposition of punishment for any violation shall
108 not excuse the violation, nor shall the violation be permitted to continue. Prosecution or
109 lack thereof of either the owner, occupant, or the person in charge shall not be deemed to
110 relieve any of the others.
111
- 112 3) Any order or notice issued or served as provided in this ordinance shall be complied with
113 by the owner, operator, occupant or other person responsible for the condition or violation
114 to which the order or notice pertains. Every order or notice shall set forth a time limit for
115 compliance dependent upon the hazard and danger created by the violation. In cases of
116 extreme danger to persons or property, immediate compliance shall be required. If the
117 notice of violation is not complied with, the Code Official shall institute the appropriate
118 proceeding at law or in equity to restrain, correct or abate such violation, or to require the
119 removal or termination of the unlawful occupancy of the structure in violation of the
120 provisions of this code or of the order or direction made pursuant thereto.
121

122 4) In addition to the other provisions set out in this ordinance, the City of Havre de Grace may
123 institute injunctive, declaratory or any other appropriate action or proceedings at law or
124 equity for the enforcement of this ordinance or to correct violations of the International
125 Property Maintenance Code 2021, and any court of competent jurisdiction has the right to
126 issue restraining orders, temporary or permanent injunctions or mandamus or other
127 appropriate forms of remedy or relief.
128

129 5) All provisions of Section 6-102 of the Local Government Article of the Annotated Code
130 of Maryland relating to municipal infractions are incorporated in this chapter. In the event
131 of any inconsistency between this Section 106.3 and Section 6-102 of the Local
132 Government Article, the provisions in Section 6-102, shall prevail.
133

134 L. Section 109.4, Violation penalties, shall be deleted.
135

136 M. Section 109.5, Abatement of violation: Add a second sentence which shall read as follows:
137 “Any costs associated with any action taken by the authority having jurisdiction on such premises
138 shall be charged against the real estate upon which the structure is located and may be recovered
139 as a lien upon such real estate. Costs shall also include City inspection fees and reasonable
140 attorneys’ fees.”
141

142 N. Section 111.4.2: At the end of the section, the following exception shall be added: “Exception:
143 Notice of violations requiring immediate attention will be conspicuously posted on the premises
144 and allow up to five days to abate the violations. Such notice shall be used for overgrown grass
145 and/or weeds, untagged or unregistered vehicles, trash and rubbish removal, snow removal, or
146 other violations which require immediate attention.”
147

148 O. Section 113 General shall read: “The Code Official shall order the owner, or owner’s authorized
149 agent, of any premises upon which is located any structure, which in the Code Official’s judgment
150 is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe,
151 insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable
152 to repair the structure, to demolish and remove such structure. If such structure is capable of being
153 made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair,
154 or to demolish and remove at the owner’s option. Boarding the building for future repair shall not
155 extend beyond 180 days, unless approved by the Code Official.”
156

157 P. New Section 113.1.1, Abatement of unsafe conditions, shall be added as follows: “Abatement
158 failure by the owner of any premises upon which is located a structure posing an imminent danger
159 to human life or the public welfare due to an unsafe condition, the Director or the Director’s
160 designee shall cause the necessary work to be done to eliminate the condition, including, but not
161 limited to, the demolition of the structure or structures. The Director or the Director’s designee
162 shall cause to be published, for two weekly issues, in a county newspaper of record, notice setting
163 forth the address of the building; a description of the real estate sufficient for its identification; a
164 statement that the property is unsafe and constitutes an immediate and continuing hazard to the
165 community; and a statement that the City intends to demolish same if the owner fails to do so. A
166 person objecting to the proposed actions of the City may file an objection in an appropriate form
167 in a court of competent jurisdiction. If the building is not demolished within 30 days of mailing

168 notice to the owners of record, or within 30 days of the last day of publication of the notice in a
169 county newspaper of record, whichever is later, the Director or the Director’ s designee shall have
170 the power to demolish the structure or structures.”

171

172 Q. New Section 113.1.2, Creation of a tax lien, shall be added as follows: “There is created a tax
173 lien on real property for monies expended, including reasonable attorney’s fees, by the City for
174 the making safe of buildings or structures and/or abatement of other unsafe nuisances or conditions
175 constituting a danger to the public health and safety. The amount of such lien shall be collected by
176 the Director of Finance in the same manner as other City real estate taxes.”

177

178 R. Section 110.1, Authority, shall read: “Whenever the Code Official finds any work regulated by
179 this code, or other building codes adopted by the local jurisdiction, being performed in a manner
180 contrary to the provisions of these codes, or in a dangerous or unsafe manner, the Code Official is
181 authorized to issue a stop-work order.”

182

183 S. Section 110.4, Failure to comply: At the end of the section remove, “established by the authority
184 having jurisdiction” and add: “as determined by the Code Official not to exceed \$1,000.”

185

186 T. Section 201.4: At the end of the section, the following language shall be added: “or as is
187 interpreted by the Director of Planning or Code Official.”

188

189 U. Section 202, General Definitions, shall have added to it these additional definitions as follows:

190

191 1) JUNK YARD. Any land or building licensed and used for abandonment, storage, keeping,
192 collecting or baling of paper, rags, scrap metals, other scrap, discarded materials or junk
193 for the purpose of abandonment, demolition, dismantling, storage, recycling or salvaging.
194 Proper business licensing required.

195

196 2) OPEN STORAGE AREAS. Property areas used for storage of materials that are related to
197 the occupation of the property owner and/or lessee.

198

199 3) SALVAGE YARDS. Property area upon which any person or business stores three or more
200 wrecked vehicles outdoors for the purpose of dismantling or otherwise wrecking the
201 vehicles to remove parts for sale or for use in an automotive repair or rebuilding business.
202 Any auto salvage business must be properly licensed.

203

204 4) SURFACE COAT. All exterior siding and millwork shall be scraped to a sound base and
205 sanded smooth. Scraped and sanded areas shall have joints and cracks filled and shall be
206 primed with exterior primer paint. Following this preparation, all exterior siding and
207 millwork shall be painted with two coats of exterior quality paint.

208

209 5) BICYCLES, BOAT TRAILERS, MOPEDS AND OTHER MOTOR VEHICLES. The
210 same as the definitions provided under Title 11 of the Transportation Article of the
211 Annotated Code of Maryland, as amended, respectively.

212

- 213 6) BOATS. Every description of watercraft, including jet skis, wave-runners, or an ice boat
214 that is used or capable of being used as a means of transportation on water or ice but does
215 not include a seaplane, canoe, kayak, sculling boat, paddle board or similar recreational
216 equipment.
217
- 218 7) INOPERABLE. Unable to function in a manner or condition consistent with or similar to
219 the design operation for which it was intended, regardless of modification.
220
- 221 8) NOXIOUS MATTERS. Debris, garbage, junk, noxious odors, rubbish and trash;
222 abandoned or inoperable bicycles, boats, boat trailers, mopeds or motor vehicles;
223 abandoned appliances, furniture or parts thereof; and/or any other matter or condition as
224 determined to be detrimental to the adjoining properties or the public health, safety, and
225 welfare.
226

227 V. New Section 301.3.1, Vacant structure maintenance, shall be added as follows: “All land or
228 improved premises within the City shall be maintained as though said property were being used or
229 occupied. Once vacated or abandoned, the exterior of any structure and surrounding premises must
230 be maintained to the minimum standards required by this code. Except for any structure damaged
231 by fire, flood or natural disaster, the City shall be notified prior to any boarding of windows and
232 doors to secure the structure. Any boarding shall be done in a professional manner, and the
233 materials used shall conform to the overall exterior appearance of the structure. Said structure,
234 except for historic structures as defined by the City, shall be made habitable within three months,
235 or the structure shall be considered in an unsafe condition and subject to the provisions of this
236 chapter. The Code Official shall have the authority to allow a structure damaged by fire, flood or
237 any natural disaster to remain boarded and secure for a period of one year, at which such time the
238 structure shall be made habitable or said structure shall be considered in an unsafe condition and
239 subject to the provisions of this chapter.”
240

241 W. New Section 302.2.1, Drainage, general, shall be added as follows: “Stormwater, sump pumps,
242 sanitary systems, and other water-supplied appliances shall not discharge in a manner that is
243 detrimental to neighboring properties or creates a public nuisance.”
244

245 X. Section 302.3, Sidewalks and driveways: Add the following section at the end of the paragraph:
246 “It shall be unlawful for any person, incorporated body, public institution or other corporation
247 using or occupying in any manner, or for any purpose whatsoever, any house, store, shop, stable,
248 or tenement of any kind, persons having charge of churches and public buildings of every
249 description and of owners of unoccupied houses and unimproved lots, situated on any street in this
250 City, to fail to remove and clear away, or cause to be removed and cleared away, the snow/ice
251 from the foot pavements fronting the respective houses, stores, shops, stables, churches, buildings
252 or lots so used, occupied or owned by them or under their charge within 24 hours after the end of
253 any weather event resulting in snow or ice.” (See City Code § 190-38.)
254

255 Y. Section 302.4, Weeds: Add the language “10” after the words “in excess of” in the second line.
256 Add the following after the third sentence: “Trees and shrubs located on private property shall not
257 create a nuisance, shall not create a safety hazard to, and shall not impose on public safety or
258 interfere with any structure on the subject premises or adjoining properties or public utilities. When

259 any lot, lots, parcels or tracts of land abut on any public street, avenue, alley, lane, sidewalk or
260 other public right-of-way, the owner, occupant, lessor, lessee, tenant and/or any person, firm or
261 corporation in control of such lot, lots, parcels or tracts of land shall be required to maintain so
262 much of the public right-of-way as lies between the curblines/surfaced edge of the right-of-way and
263 property lines of such lots, parcels or tracts of land as are occupied by or used by such owner,
264 occupant, lessor, lessee, tenant and/or any person, firm or corporation in control thereof. This shall
265 include maintenance to the center line of the unimproved alley by all owners of any abutting lots,
266 parcels or tracts of land.”

267

268 Z. Section 302.7, Accessory structures, shall read: “All accessory structures, including but not
269 limited to detached garages, storage buildings, fences and walls, shall be maintained structurally
270 sound and in good repair. Fences and walls shall be erected such that a finished side of the structure
271 faces outward from the property on which it is constructed.”

272

273 AA. Section 302.8, Motor vehicles, is amended by adding the following to the end of the section:
274 “One unregistered but otherwise operative vehicle and/or trailer, not within a building, is permitted
275 to be stored on the premises for a period not to exceed six months. The vehicle must belong to the
276 current occupant or owner of the property. The owner or occupant must obtain a permit from the
277 Department of Planning for the storage of the unregistered vehicle. After six months, the vehicle
278 must be registered or removed from the premises.”

279

280 BB. New Section 302.10, Storage of junk, boats, appliances and furniture, shall be added as
281 follows: “It shall be unlawful for any owner, occupant, lessor, lessee, tenant and/or person, firm or
282 corporation in control of any lot, lots, parcels or tracts of land within the City to permit any junk,
283 trash, refuse, debris, piled brush and branches, unused construction materials, garbage, or rubbish;
284 abandoned or inoperable bicycles, boats, boat trailers, mopeds, motor vehicle parts, i.e., batteries,
285 tires, fenders, rims, etc., or abandoned appliances, equipment, or furniture to remain on any such
286 lot, lots, parcels or tracts of land where the Department of Planning determines that such materials
287 or items are dangerous, detrimental or cause a nuisance to the adjoining properties or the public
288 health and safety and welfare of the City or are the nesting place for vermin. In the case of a boat,
289 it must have a current registration; be situated upon a boat trailer that also has a current registration
290 and is in operational condition. No boat(s) shall be stored on private property that has a hull
291 registration size of 30 feet or greater without first obtaining a permit from the City. All permits for
292 storage of boats 30 feet or greater shall be made, in writing, to the City's Director of Planning with
293 a copy sent to the Director of Administration and Council President. All permits shall be valid for
294 seasonal storage purposes and are renewable upon approval of subsequent letters of request. All
295 requests must contain proof of current registration and are subject to inspection of the boat and
296 property to ensure the boat has not become a nuisance or danger. Any denied or expired requests
297 for permitted seasonal storage require removal of the boat from the property within 60 days. A
298 boat may be placed on blocks or cribbing for not more than one year. A property owner shall not
299 have more than two registered and tagged boats and/or boat trailers parked or stored on a property,
300 unless the property owner is operating as a licensed boat storage or boat operations business in
301 accordance with all applicable zoning and other applicable laws or the property owner holds a
302 valid Maryland State Commercial Fishing or Crabbing License. Boats that are stored inside an
303 approved enclosed structure are exempt from this section of the code.”

304

305 CC. New Section 302.1, Temporary Storage Containers, shall be added as follows: “All temporary
306 storage containers must be permitted per City Code. Semi-truck trailers used to store goods and
307 other similar containers may be deemed temporary storage per review by the Code Official.”
308

309 DD. New Section 302.12, Control of animal waste, shall be added as follows: “No owner of a
310 dog, or other pet, shall allow it to soil, defile, defecate upon or commit any other nuisance upon
311 any public property or private property. The pet owner must take immediate steps to eliminate any
312 such nuisance, including feces caused by the animal, in an appropriate and sanitary manner. The
313 owner or occupant shall not allow accumulation of animal feces on any property in their control.”
314

315 EE. Section 304.1, General, shall read: “The exterior of a structure shall be maintained in good
316 repair, structurally sound and sanitary so as not to create a public nuisance or be detrimental to
317 adjoining properties, or pose a threat to the public health, safety or welfare.”
318

319 FF. Section 304.3, Premises identification, shall have the following added to the end of the section:
320 “in the case of structures with accessory apartments, all apartments with side or rear entrances, or
321 multiple front entrances, must be clearly identified with their apartment number or letter, in
322 addition to the premises address.”
323

324 GG. Section 304.14: The dates in the first line shall be “April 1” and “November 1,” respectively.
325

326 HH. New Section 304.20, Storage areas, shall be added as follows: “All open salvage yards and
327 open storage areas shall be continuously completely obscured from surrounding property by a
328 screened fence approved by the Director of Planning, not less than eight feet and not more than 10
329 feet in height and/or approved landscaping.”
330

331 II. New Section 305.7, Mold, shall be added as follows: “Where mold is found due to water
332 damage, improper ventilation, mechanical equipment or other causes, the Code Official may
333 require an inspection be performed by a Licensed Inspector at the cost of the property owner to
334 determine the cause of the mold and for abatement of the causes.”
335

336 JJ. Section 307.1, General, shall read: “Handrails and guards shall comply with applicable
337 subsections of the 2018 International Residential Code, Sections R311 and R312.”
338

339 KK. New Section 308.3.3, Screening, shall be added as follows: “All permanent dumpsters must
340 be fully screened from public view per the standards developed by the Department of Planning.”
341

342 LL. Section 505.3 Supply: Add the following to the end of the paragraph: “Disconnected water
343 supply, due to nonpayment of the utility service to a dwelling, shall be posted with a public notice
344 as unfit after five days without service and subject to the provisions of Section 111 of the
345 International Property Maintenance Code. Owners of residential rental units shall not request water
346 supply disconnection as a substitute to legal eviction proceedings.”
347

348 MM. Section 507. Storm drainage: Add the language “sump pumps” after the words “Drainage
349 of” in the first line.
350

351 NN. Section 602.3: The dates in the fifth line shall be “September 15” and “May 31,” respectively.

352

353 OO. New Section 602.3.1, Heat substitute, shall be added as follows: “Approved portable heat
354 supply, designed for interior use, shall be limited to a maximum of 10 days during any period of
355 repair or replacement of the primary mechanical heat source. The Code Official may grant an
356 extension for genuine extenuating circumstances.”

357

358 PP. Section 602.4: The dates in the third line shall be “September 15” and “May 31,” respectively.

359

360 QQ. Chapter 8: Replace the following stated codes and substitute as follows:

361

- 362 (1) National Electrical Code — Harford County Electrical Code.
- 363 (2) International Fire Code — NFPA 101 and NFPA 1.
- 364 (3) International Plumbing Code — Harford County Plumbing Code.
- 365 (4) International Zoning Code — City of Havre de Grace Zoning Ordinance.
- 366 (5) International Fuel Gas Code — Harford County Plumbing Code

367

368 RR. Section 603.1 Mechanical Equipment and Appliances, at the end of the section add, “includes
369 air conditioners/cooling equipment from the months of June through September.”

370

371 SS. Remove Appendix B “Board of Appeals”.

372

373 **NOW, THEREFORE**, it is determined, decided, and ordained by the City Council that the
374 foregoing is hereby approved.

375

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

377

378 SIGNED by the Mayor and attested by the Director of Administration this ___ day of _____,
379 2023.

380

381

382 ATTEST:

383

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

384

385

386 _____
387 Stephen J. Gamatoria
388 Director of Administration

389 William T. Martin
390 Mayor

388

389

390 Introduced/First Reading: 10/2/2023
391 Public Hearing: 10/16/2023
392 Second Reading/Adopted:

393

394 Effective Date:

1 SUPPLEMENTAL MATERIAL

2
3 **Amendments to International Property Maintenance Code**

4
5 Underlining indicates matter added to existing law.

6 **[Bold Brackets]** indicate matter deleted from existing law.

7
8
9 §31-2. Amendments.

10
11 The International Property Maintenance Code 2021 **[2018]** shall be adopted with the following
12 amendments:

13
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15 International Property Maintenance Code 2018 shall be "the City of Havre de Grace, Maryland."

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18 structure, or changes of occupancy, shall be done in accordance with the procedures and provisions
19 of the International Building Code 2018, the International Residential Code 2018, the City of
20 Havre de Grace Zoning Ordinance, and applicable codes of Harford County, Maryland, and the
21 State of Maryland."

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24 Director's designee, to be known as the *Code Official* is hereby designated as the administrative
25 official in charge of the implementation and enforcement of the International Property
26 Maintenance Code 2021 **[2018]**."

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29
30 E. Section 103.3, Deputies, shall be deleted.

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33 Department in carrying out its responsibilities under the International Property Maintenance Code
34 2021 **[2018]** shall be based upon the valuation of staff time required to complete plan and permit
35 examinations, site inspections and enforcement activity and shall be established by the Mayor and
36 City Council from time to time."

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38 G. Section 105.6 **[104.6]**, Department records, shall read: "An official record shall be kept of all
39 business and activities of the Department specified in the provisions of the International Property
40 Maintenance Code 2021 **[2018]**, and all such records shall be open to public inspection at all
41 appropriate times and according to reasonable rules to maintain the integrity, confidentiality, and
42 security of such records."

43
44 H. New Section 105.8 **[104.7]**, Restriction of employees, shall be added as follows: "An official
45 or employee connected with the Department of Planning shall not be engaged in or directly or

46 indirectly connected with the furnishing of labor, materials or appliances for the construction,
47 alteration or maintenance of a building, or the preparation of construction documents thereof,
48 unless that person is the owner of the building; nor shall such officer or employee engage in any
49 work that conflicts with official duties or with the interests of the Department."
50

51 I. Section 109.3 [106.3], Prosecution of violation, shall read:

- 52 a) Any person who shall be adjudged to have (1) violated any of the provisions of this
53 ordinance; or (2) failed to comply herewith or permitted or maintained such a violation; or
54 (3) violated or failed to comply with any order made hereunder; or (4) built in violation of
55 any details, statements, specifications or plans submitted or approved hereunder; or (5)
56 failed to operate in accordance with the provisions of any certificate, permit, or approval
57 issued hereunder shall, severally for each violation and noncompliance respectively, be
58 guilty of a municipal infraction, for which a fine not to exceed \$1,000 may be imposed for
59 each such infraction, payable to the City of Havre de Grace, with costs imposed in the
60 discretion of the court. Each day that an infraction continues after notice has been served
61 shall be deemed a separate infraction. The imposition of a fine for any violation shall not
62 excuse the violation, nor shall the violation be permitted to continue. Prosecution or lack
63 thereof of either the owner, occupant, or the person in charge shall not be deemed to relieve
64 any of the others.
65
- 66 b) Any person who shall be convicted of willfully (1) violating any of the provisions of this
67 ordinance; or (2) failing to comply herewith or permitting or maintaining such a violation;
68 or (3) violating or failing to comply with any order made hereunder; or (4) building in
69 violation of any details, statements, specifications or plans submitted or approved
70 hereunder; or (5) failing to operate in accordance with the provisions of any certificate,
71 permit, or approval issued hereunder shall, severally for each violation and noncompliance
72 respectively, be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 and
73 imprisonment not exceeding 90 days for each violation, with costs imposed in the
74 discretion of the court. Each day that a violation continues after notice has been served
75 shall be deemed a separate offense. The imposition of punishment for any violation shall
76 not excuse the violation, nor shall the violation be permitted to continue. Prosecution or
77 lack thereof of either the owner, occupant, or the person in charge shall not be deemed to
78 relieve any of the others.
79
- 80 c) Any order or notice issued or served as provided in this ordinance shall be complied with
81 by the owner, operator, occupant or other person responsible for the condition or violation
82 to which the order or notice pertains. Every order or notice shall set forth a time limit for
83 compliance dependent upon the hazard and danger created by the violation. In cases of
84 extreme danger to persons or property, immediate compliance shall be required. If the
85 notice of violation is not complied with, the Code Official shall institute the appropriate
86 proceeding at law or in equity to restrain, correct or abate such violation, or to require the
87 removal or termination of the unlawful occupancy of the structure in violation of the
88 provisions of this code or of the order or direction made pursuant thereto.
89
- 90 d) In addition to the other provisions set out in this ordinance, the City of Havre de Grace may
91 institute injunctive, declaratory or any other appropriate action or proceedings at law or

92 equity for the enforcement of this ordinance or to correct violations of the International
93 Property Maintenance Code 2015, and any court of competent jurisdiction has the right to
94 issue restraining orders, temporary or permanent injunctions or mandamus or other
95 appropriate forms of remedy or relief.

96
97 e) All provisions of Article 23A, Section 3, of the Annotated Code of Maryland relating to
98 municipal infractions are incorporated in this chapter. In the event of any inconsistency
99 between this Section 106.3 and Article 23A, Section 3, the provisions in Article 23A,
100 Section 3, shall prevail.

101
102 J. Section 109.4 [106.4], Violation penalties, shall be deleted.

103
104 K. Section 109.5 [106.5], Abatement of violation: Add a second sentence which shall read as
105 follows: "Any costs associated with any action taken by the authority having jurisdiction on such
106 premises shall be charged against the real estate upon which the structure is located and may be
107 recovered as a lien upon such real estate. Costs shall also include City inspection fees."

108
109 L. Section 111.4.2 [107.2]: At the end of the section, the following exception shall be added:
110 "Exception: Notice of violations requiring immediate attention will be conspicuously posted on
111 the premises and allow up to five days to abate the violations. Such notice shall be used for
112 overgrown grass and/or weeds, untagged or unregistered vehicles, trash and rubbish removal, snow
113 removal, or other violations which require immediate attention.

114
115 **[M. Section 107.3: At the end of the section the following language shall be added: "In the**
116 **case of violations requiring immediate attention, see the Exception under Section 107.2."]**

117
118 **[N. Section 107.5, Penalties: Refer to Sections 106.3 and 106.5 in this code.]**

119
120 N. Section 107.1, General, shall read: All appeals of orders, decisions or determinations made by
121 the Code Official shall be heard by the Board of Appeals, per Chapter 25 of the City Code.

122
123 O. Section 108, Board of Appeals, is to be removed.

124
125 **P. [O.]** Section 113 [110.1] General shall read: "The Code Official shall order the owner, or
126 owner's authorized agent, of any premises upon which is located any structure, which in the Code
127 Official's judgment is so deteriorated or dilapidated or has become so out of repair as to be
128 dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that
129 it is unreasonable to repair the structure, to demolish and remove such structure. If such structure
130 is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and
131 hold for future repair, or to demolish and remove at the owner's option. Boarding the building for
132 future repair shall not extend beyond 180 days, unless approved by the Code Official.

133
134 **Q. [P.]** New Section 113.1.1 [110.1.1] Abatement of unsafe conditions. "Abatement failure by the
135 owner of any premises upon which is located a structure posing an imminent danger to human life
136 or the public welfare due to an unsafe condition, the Director or the Director's designee shall cause
137 the necessary work to be done to eliminate the condition, including, but not limited to, the

138 demolition of the structure or structures. The Director or the Director's designee shall cause to be
139 published, for two weekly issues, in a county newspaper of record, notice setting forth the address
140 of the building; a description of the real estate sufficient for its identification; a statement that the
141 property is unsafe and constitutes an immediate and continuing hazard to the community; and a
142 statement that the City intends to demolish same if the owner fails to do so. A person objecting to
143 the proposed actions of the City may file an objection in an appropriate form in a court of
144 competent jurisdiction. If the building is not demolished within 30 days of mailing notice to the
145 owners of record, or within 30 days of the last day of publication of the notice in a county
146 newspaper of record, whichever is later, the Director or the Director's designee shall have the
147 power to demolish the structure or structures.
148

149 R. [Q.] Add a new Section 113.1.2 [110.1.2], Creation of a tax lien. There is created a tax lien on
150 real property for monies expended by the City for the making safe of buildings or structures and/or
151 abatement of other unsafe nuisances or conditions constituting a danger to the public health and
152 safety. The amount of such lien shall be collected by the Director of Finance in the same manner
153 as other City real estate taxes.
154

155 **[R. Sections 111.2 through 111.8 are deleted (see City of Havre de Grace Board of Appeals**
156 **Ordinance).]**
157

158 S. Section 110.1 [112.1], Authority, shall read: "Whenever the Code Official finds any work
159 regulated by this code, or other building codes adopted by the local jurisdiction, being performed
160 in a manner contrary to the provisions of these codes, or in a dangerous or unsafe manner, the
161 Code Official is authorized to issue a stop-work order.
162

163 T. Section 110.4 [112.4], Failure to comply: **[In the last line, insert "\$100" and "\$1,000" as the**
164 **range of fine amounts.]** At the end of the section remove, "established by the authority having
165 jurisdiction" and add: "as determined by the Code Official not to exceed \$1,000.
166

167 ***Subsections U. through II. remain the same.
168

169 JJ. Add a new section 308.3.3 Screening. All permanent dumpsters must be fully screened from
170 view per the standards developed by the Department of Planning.
171

172 KK. [JJ.] Section 505.3 Supply: Add the following to the end of the paragraph: "Disconnected
173 water supply, due to nonpayment of the utility service to a dwelling, shall be posted with a public
174 notice as unfit after five days without service and subject to the provisions of Section **[108] 111** of
175 the International Property Maintenance Code. Owners of residential rental units shall not request
176 water supply disconnection as a substitute to legal eviction proceedings.
177

178 LL. [KK.] Section 507. Storm drainage: Add the language "sump pumps" after the words
179 "Drainage of" in the first line.
180

181 MM. [LL.] Section 602.3: The dates in the fifth line shall be "September 15" and "May 31,"
182 respectively.
183

184 NN. ~~[MM.]~~ New Section 602.3.1 Heat substitute: "Approved portable heat supply, designed for
185 interior use, shall be limited to a maximum of 10 days during any period of repair or replacement
186 of the primary mechanical heat source. The Code Official may grant an extension for genuine
187 extenuating circumstances."
188

189 OO. ~~[NN.]~~ Section 602.4: The dates in the third line shall be "September 15" and "May 31,"
190 respectively.
191

192 PP. ~~[OO.]~~ Chapter 8: Replace the following stated codes and substitute as follows:

- 193 (1) National Electrical Code — Harford County Electrical Code.
 - 194 (2) International Fire Code — NFPA 101 and NFPA 1.
 - 195 (3) International Plumbing Code — Harford County Plumbing Code.
 - 196 (4) International Zoning Code — City of Havre de Grace Zoning Ordinance.
 - 197 (5) International Fuel Gas Code — Harford County Plumbing Code
- 198

199 QQ. Section 603.1 Mechanical Equipment and Appliances, at the end of the section add, "includes
200 air conditions/cooling equipment from the months of June through September."
201

202 RR. New Section 305.7 "Mold". Where mold is found due to water damage, improper ventilation,
203 mechanical equipment or other causes, the Code Official may require an inspection be performed
204 by a Licensed Inspector at the cost of the property owner to determine the cause of the mold and
205 for abatement of the causes.
206

207 SS. New Section 302.10 "Temporary Storage Containers". All temporary storage containers must
208 be permitted per City Code. Semitruck trailers used to store goods and other similar containers
209 are considered may be deemed temporary storage per review by the Code Official.
210

211 TT. Remove Appendix B "Board of Appeals".
212

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1126 concerning Accepting a Deed for
105 Wilson Street**

(2nd Reading)

Date: **10/17/2023**

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 October 16, 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. 1126

Introduced by Council President Ringsaker

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE 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 AND 73 OF THE HAVRE DE GRACE CITY CHARTER, FOR THE PURPOSE OF ACCEPTING A DEED FOR 105 WILSON STREET FOR A PUBLIC PURPOSE

On: 10/2/2023

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 10/16/2023 at 7:03 p.m., and concluded on 10/16/2023 at 7:04 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 City’s Director of Public Works (“DPW Director”) and the City Engineer
36 have undertaken a study to determine ways to alleviate flooding in the Lily Run drainage area of
37 Havre de Grace near the intersection of Revolution Street and Lewis Lane; and
38

39 **WHEREAS**, the DPW Director and City Engineer have identified 105 Wilson Street
40 (“Property”) as one parcel of land that can be used to construct stormwater management facilities
41 to alleviate water drainage issues at Lily Run and obtain MS-4 credits from the Maryland
42 Department of the Environment (“MDE”); and
43

44 **WHEREAS**, the Mayor and City of Council of Havre de Grace (“City”) by vote of the
45 City Council at closed meetings on February 6, 2023 and August 14, 2023 voted to acquire 105
46 Wilson Street for a public purpose at a cost of \$90,000.00; and
47

48 **WHEREAS**, the Mayor, pursuant to City Charter Section 73 executed a contract to
49 purchase the Property; and
50

51 **WHEREAS**, the City desires to accept the Deed for the purpose of construction of
52 stormwater management on the Property.
53

54 **NOW THEREFORE**, it is this ____ day of _____ 2023, determined,
55 decided, and ordained by a majority of the City Council members that:

56 The Mayor is authorized to sign a deed in substantially similar form that is
57 attached hereto as Exhibit 1 and take such other action needed to acquire the
58 105 Wilson Street property for the reasons set forth in this ordinance.
59

60 The foregoing Ordinance is hereby approved by the City Council.

61
62 ADOPTED by the City Council of Havre de Grace, Maryland this ___ day of _____,
63 2023.
64

65 SIGNED by the Mayor and attested by the Director of Administration this __ day of _____,
66 2023.
67

68
69 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

70
71
72 _____
73 Stephen J. Gamatoria
74 Director of Administration
75

William T. Martin
Mayor

76 Introduced/First Reading: 10/2/2023
77 Public Hearing: 10/16/2023
78 Second Reading/Adopted:
79

80 Effective Date:

Exhibit 1

Flagship Real Estate Services, LLC
File No. FS-MD23-1548
Tax ID: 06-035051

This Deed, made this ____ day of September, 2023, by and between Susquehanna Baptist Association, GRANTOR, and Mayor & City Council of Havre de Grace, a Municipal Corporation, GRANTEE.

~Witnesseth~

That in consideration of the sum of Ninety Thousand and 00/100 Dollars (\$90,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, in fee simple, all that lot of ground situate in the County of Harford, State of Maryland and described as follows, that is to say:

BEGINNING for the same at the point of intersection of the northerly side of Wilson Street with the northeasterly side of Pusey Street, being the southerly most corner of Lot 126 as designated on a plat of CONCORD FIELDS as recorded among the Plat Records of Harford County in Plat Book 5, folio 92; and running thence binding on the outline of said Lot 126 for the following four courses, viz: binding on the northerly side of Wilson Street North 86 degrees 29 minutes East 75.9 feet: thence leaving said Wilson Street and binding on the land of the Board of Education of Harford County for the following two courses, viz: North 05 degrees 32 minutes West 70.1 feet, South 84 degrees 28 minutes West 83.4 feet to a point on the northeasterly side of Pusey Street; thence binding on the northeasterly side of Pusey Street South 09 degrees 51 minutes East 66.5 feet to the point of beginning. BEING all of Lot 126 as designated on the aforementioned recorded plat of Concord Fields, and containing 0.125 acre, more or less.

The improvements thereon being commonly known as 105 Wilson Street, Havre de Grace, MD 21078 (for informational purposes only).

Tax ID Number: 06-035051

BEING the fee simple property which, by Deed dated December 12, 1980, and recorded December 29, 1980, in the Land Records of the County of Harford, Maryland, in Liber HDC 1135, Folio 567, was granted and conveyed by Concord Fields Baptist Church unto Susquehanna Baptist Association.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Mayor & City Council of Havre de Grace, a Municipal Corporation, in fee simple.

And the Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant Specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

In Witness Whereof, Grantor has caused this Deed to be properly executed and sealed the day and year first above written.

SELLER:
Susquehanna Baptist Association

By: _____ (SEAL)
Rev. Daniel Sheffield, Authorized Signer

Witness

STATE OF MARYLAND }
COUNTY OF HARFORD } ss

I hereby certify that on this 27th day of September, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Daniel Sheffield, Authorized Signer for Susquehanna Baptist Association, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be its act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

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

Notary Public
My Commission Expires: _____

In Witness Whereof, Grantor has caused this Deed to be properly executed and sealed the day and year first above written.

BUYER:
Mayor and City Council of Havre de Grace,
A Municipal Corporation

Witness

By: _____(SEAL)
William T. Martin, Mayor

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

JW Walker, Esq.

AFTER RECORDING, PLEASE RETURN TO:
Flagship Real Estate Services, LLC
808 S. Main Street, Bel Air, MD 21014
P: 410-709-1460 - F: 410-709-1461

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Accepting a Deed for
Bloomsbury Avenue**

(1st Reading)

Date: **10/26/2023**

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

Purpose:

- FYI
 Read and Comment as Needed
 Action Required by November 6, 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 OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE 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 AND 73 OF THE HAVRE DE GRACE CITY CHARTER, FOR THE PURPOSE OF ACCEPTING A DEED FOR BLOOMSBURY AVENUE PARCEL TAX ID NO. 06-020127

On: November 6, 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 November 20, 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.

WHEREAS, the City’s Director of Public Works (“DPW Director”) and the City Engineer have undertaken a study to determine ways to alleviate flooding in the Lily Run drainage area of Havre de Grace near the intersection of Revolution Street and Lewis Lane; and

WHEREAS, the DPW Director and City Engineer have identified as a parcel on Bloomsbury Avenue Tax ID number 06-020127 (“Property”) as one parcel of land that can be used to construct stormwater management facilities to alleviate water drainage issues at Lily Run and obtain MS-4 credits from the Maryland Department of the Environment (“MDE”); and

WHEREAS, the Mayor and City of Council of Havre de Grace (“City”) by vote of the City Council at closed meetings on February 6, 2023 and August 14, 2023 voted to acquire the Property for a public purpose at a cost of \$200,000.00; and

WHEREAS, the Mayor, pursuant to City Charter Section 73 executed a contract to purchase the Property and an amendment to the contract which are attached hereto as Exhibits A and B; and

WHEREAS, the City desires to accept the Deed (attached as Exhibit C) for the purpose of construction of stormwater management on the Property.

NOW THEREFORE, it is this ____ day of _____ 2023, determined, decided, and ordained by a majority of the City Council members that:

The Agreement dated September 30, 2023 and Amendment therefore to acquire the Property set forth above are hereby ratified and approved.

The Mayor is authorized to sign a deed in substantially similar form that is attached hereto as Exhibit C and take such other action needed to acquire the parcel on Bloomsbury Avenue Tax ID number 06-020127 for the reasons set forth in this ordinance.

The foregoing Ordinance is hereby approved by the City Council.

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: 11/06/2023
Public Hearing:
Second Reading/Adopted:
Effective Date:

Exhibit A

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered this 5th day of September, 2023, by and between ALLEN J. FAIR ("SELLER") and . the Mayor and City Council of Havre de Grace, a Maryland municipal corporation (the "PURCHASER").

WITNESSETH:

WHEREAS, SELLER is the fee simple owner of an unimproved parcel of real property located in the Sixth District of Harford County, in the City of Havre de Grace, Harford County, Maryland, which real property described in a deed unto the said Allen J. Fair, dated May 15, 2019 and recorded among the Land Records of Harford County, Maryland in Liber 13266, folio 00386, more particularly described in a Deed attached as Exhibit "A" attached hereto ("**Property**"); and

WHEREAS, the Property is being acquired for a public purpose with the primary intent of constructing stormwater management facilities to facilitate stormwater runoff in the Lily Run area near the intersection of Bloomsbury Avenue and Revolution Street ("Lily Run Project"); and

WHEREAS, the Mayor and City Council by a vote at a closed session on August 14, 2023 approved the acquisition of such property for the public purposes stated above, and

WHEREAS, SELLER desires to sell to PURCHASER, and PURCHASER desires to purchase from SELLER, the Property upon the terms and conditions herein below set forth.

NOW, THEREFORE, for and in consideration of the premises, the payment of Two Hundred Thousand Dollars and No Cents (\$200,000.00) paid by PURCHASER to SELLER, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement for Purchase and Sale shall have the following meanings:

1.1 **Property**. That certain property located on Bloomsbury Avenue, in the City of Havre de Grace, Harford County Maryland as more particularly described in **Exhibit "A"** attached hereto and referred to herein as "Property."

1.2 **Closing Date**. The Closing Date is the date on which the closing ("Closing") shall occur and shall be no later than thirty (30) calendar days from the effective date of this

Agreement, or any extension thereof as mutually approved by the parties.

1.3 **Deed.** A Special Warranty Deed, in its statutory form, which shall convey the Property from SELLER to PURCHASER.

1.4 **Effective Date.** The Effective Date of this Agreement shall be the date when the last one of the Seller and Purchaser has signed the Agreement.

1.5 **SELLER'S Address.** SELLER'S mailing address is 201 St John St.

1.6 **PURCHASER'S Address.** 711 Pennington Avenue, Havre de Grace, Maryland, 21078.

1.7. **Other Definitions.** The terms defined in any part of this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

2. PURCHASE PRICE.

2.1 Subject to the provisions of this Agreement, the SELLER hereby agrees to sell to PURCHASER, and PURCHASER hereby agrees to purchase from SELLER, the Property for TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00) upon and subject to the terms and conditions hereinafter set forth.

2.2 The Purchase includes:

(a) All right of ways, alleys, waters, privileges, easements and appurtenances which are on or benefit all the Property;

(b) All right, title and interest, if any, of SELLER in any Land lying in the bed of any public or private street or highway, opened or proposed, in front any of the adjoining Property to the center line thereof. SELLER waives any right he may have to any unpaid award to which SELLER may be entitled: (1) due to taking by condemnation of any right, title or interest of SELLER and (2) for any damage to the Property due to change of grade of any street or highway. SELLER will deliver to PURCHASER at closing, or thereafter on demand, proper instruments for the

conveyance of title and the assignment and collection of award and damages;

(c) To the extent transferable, all licenses, permits, contracts and leases, if applicable, with respect to the property.

3. INSPECTIONS.

3.1 PURCHASER shall have 30 days from the Effective Date to perform inspections of the Property as the PURCHASER deems necessary ("Inspection Period"). Within five (5) business days following the Effective Date of the Agreement, Seller shall provide Buyer with access to the following: (1) Documentation in Seller's possession relating to title and survey of the Property and (2) Copies of any environmental reports and topography, geotechnical and other studies that were previously performed for or upon the Property in Seller's possession, and (3) any prior surveys. The purpose of the inspection is to ensure that the property being acquired can be used for the public purpose of constructing a portion of the Lily Run Project.

3.2 During the Inspection Period, PURCHASER shall, at its sole cost and expense, determine the location of any utility services including, water, waste water, electric, telephone and all other utilities. At all times during the Inspection Period, PURCHASER and its agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspection, upon reasonable prior notice to SELLER. The scope of the inspection contemplated herein shall be determined by the PURCHASER as deemed appropriate under the circumstances provided however, no invasive environmental tests, surveys, audits or inspections may be performed by PURCHASER unless SELLER has provided its written consent thereto, which consent will not be unreasonably withheld, delayed or conditioned. PURCHASER shall promptly repair and restore any damage to the Property caused by, and will not allow any lien or claim of lien to be recorded as a result of PURCHASER'S inspections. To the extent permitted by law, PURCHASER agrees to indemnify and hold SELLER harmless from any losses, claims, costs, and expenses, including reasonable attorney's fees, which may result from or be connected with any acts or omissions of PURCHASER and/or its contractors and consultants during inspections that are done pursuant hereto which obligation shall survive termination of, or Closing under this

Agreement. Any contractors or consultants engaged by PURCHASER to perform such inspections shall be licensed by the State of Maryland and, prior to entering the Property, shall provide SELLER with evidence of insurance coverage in an amount and with a company reasonably satisfactory to SELLER.

3.3 During the Inspection Period, the PURCHASER, at its sole discretion, shall be entitled to terminate this Agreement for any reason. PURCHASER will provide written notice by mail or facsimile to SELLER and/or SELLER's counsel, which notice must be received prior to the expiration of the Inspection Period.

3.4 If during the Inspection Period PURCHASER delivers written notice to SELLER of PURCHASER'S determination that the Property is satisfactory and is approved by PURCHASER or if PURCHASER fails to timely deliver to SELLER any written notice exercising the termination right granted to PURCHASER, then this Agreement shall remain in full force and effect, and the parties shall proceed to closing.

4. SELLER'S REPRESENTATIONS.

4.1 To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of SELLER'S knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, and (ii) shall be true as of the date of the Closing unless SELLER receives information to the contrary, in which case SELLER shall immediately provide PURCHASER notice of such contrary information and upon receipt PURCHASER may, in its sole discretion, deem such contrary information material and terminate this Agreement, and (iii) shall survive the Closing.

4.2 At all times from the Effective Date until the Closing on the Property, SELLER shall keep the Property free and clear of all liens, encumbrances and/or clouds upon title, including without limitation, liens related to service, labor and/or materials furnished to, or for the benefit of, the Property, lis pendens, tax liens, permit violations, code violations, ordinance violations, and SELLER shall indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

4.3 SELLER has no actual knowledge nor has SELLER received any notice of any

litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Land.

4.4 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder in this Agreement. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the SELLER do not and will not violate any public or corporate obligations of the SELLER and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party nor will create a lien or encumbrance upon the Property or assets of the SELLER.

4.5 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER'S prior written consent, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business, create any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

4.6 SELLER represents that there are no parties other than SELLER in possession of the Property or any portion of the Property as a lessee.

4.7 SELLER shall not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER shall use its best efforts to maintain the Property in its present condition so as to ensure that it shall remain substantially in the same condition from the Effective Date to the Closing Date.

4.8 **REAL PROPERTY SOLD AS IS, WHERE IS, RELEASE:** SELLER makes no warranty regarding the title to the Property except as to any warranties which will be contained

in the instruments to be delivered by SELLER at Closing in accordance with this Agreement. SELLER makes and shall make no representation or warranty either expressed or implied (except as specifically set forth in the Agreement) regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. The PURCHASER specifically acknowledges and agrees that SELLER shall sell and PURCHASER shall purchase the Property on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis and that, except for the SELLER'S representations and warranties specifically set forth in this Agreement and those obligations described in the Development Agreement, PURCHASER is not relying on any representations or warranties of any kind whatsoever, except as specifically set forth in this Agreement, express or implied, from SELLER its agents, officers, or employees, as to any matters concerning the Property including, without limitation, any matters relating to (1) the quality, nature, adequacy, or physical condition of the Property, (2) the quality nature, adequacy or physical condition of soils, fill, geology, or any groundwater, (3) the existence, quality, nature, adequacy or physical condition of utilities serving the Property, (4) the development potential, income potential, expenses of the Property, (5) the Property's value, use, habitability, or merchantability, (6) the fitness, suitability, or adequacy of the Property for any particular use or purpose, (7) the zoning or other legal status of the Property, (8) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity, including, without limitation, environmental person or entity, including without limitation, environmental laws, (9) the presence of Hazardous Materials (as defined herein) or any other hazardous or toxic matter on, under, or about the Property or adjoining or neighboring property, (10) the freedom of the Property from latent or apparent vices or defects, (11) peaceable possession of the Property, (12) environmental matters of any kind or nature whatsoever relating to the Property, (13) any development order or agreement, or (14) any other matter or matters of any nature or kind whatsoever relating to the Property.

4.9 As used herein, the term "Hazardous Materials" means (i) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic

substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as "hazardous substances", "hazardous materials", "toxic substances" or "solid waste", (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

5. EVIDENCE OF TITLE.

5.1 **Title to the Property.** SELLER shall convey to PURCHASER at Closing, by delivery of a Special Warranty Deed, title to the subject Property. PURCHASER may secure a title insurance commitment issued by a title insurance underwriter approved by PURCHASER, for the subject Property insuring PURCHASER'S title to the Property. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by the PURCHASER.

5.2 **Title Insurance.** If PURCHASER so desires to obtain title insurance on the Property, the PURCHASER shall have Ten (10) days from the date of receiving said commitment to examine the title commitment ("Title Inspection Period"). If PURCHASER objects to any exception to title as shown in the title commitment, PURCHASER within ten (10) days of expiration of the Inspection Period shall notify SELLER in writing specifying the specific exception(s) to which it objects. Any objection(s) of which PURCHASER has so notified SELLER, and which SELLER chooses to cure, shall be cured by SELLER so as to enable the removal of said objection(s) from the title commitment within Ten (10) days after PURCHASER has provided notice to SELLER. Within five (5) days after the expiration of SELLER'S time to cure any objection, SELLER shall send to PURCHASER a notice in writing (a "cure notice") stating either (i) that the objection has been cured and in such case enclosing evidence of such cure, or (ii) that SELLER is either unable to cure or has chosen not to cure such

objection. If SELLER shall be unable or unwilling to cure all objections within the time period set forth in the preceding sentence, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER within five (5) days after receipt of a cure notice specifying an uncured objection; or (b) subject to the provisions set forth below, proceed to close the transaction contemplated herein despite the uncured objection.

5.3. **Legal Description.** Within ten (10) days of the Effective Date of this Agreement, SELLER shall provide PURCHASER with: a correct legal description of the Property which, upon approval thereof by PURCHASER and SELLER (not to be unreasonably withheld), shall be the legal description used in the deed of conveyance. The survey and legal description shall be prepared and certified by a surveyor licensed and registered in the State of Maryland and shall comply with the requirements of the survey map established in connection with the issuance of an owner's title insurance policy on the Land. The survey shall be certified to PURCHASER and the title insurance company issuing the title insurance.

5. **PURCHASER'S REPRESENTATIONS.**

PURCHASER hereby represents and warrants to the best of its knowledge that all of the following are true and correct:

5.1 PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

5.2 The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the PURCHASER do not and will not violate the corporate or organizational documents of PURCHASER and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the PURCHASER is a party.

5.3 No action by any federal, state, or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions, except otherwise provided herein.

5.4 All of the representations, warranties and covenants of PURCHASER contained in this Agreement or in any other document, delivered to SELLER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

6. CONDITIONS PRECEDENT TO CLOSING.

Each of the following events or occurrences ("Conditions Precedents") shall be a condition precedent to PURCHASER'S obligation to close this transaction:

(a) PURCHASER has completed its inspection of the Property, and performed all of its obligations and conditions of this Agreement.

(b) SELLER has performed all covenants, agreements and obligations, and complied with all conditions required by this Agreement to convey clear and marketable title of the Property to PURCHASER, prior to closing.

(c) Approval of this Agreement by the City Council of Havre de Grace.

7. CLOSING DOCUMENTS.

At Closing, SELLER shall deliver to PURCHASER a Special Warranty Deed, and any other documents as listed as title requirements in the Title Commitment to assure the conveyance of good and marketable fee simple title of the Property to the PURCHASER.

8. CLOSING COSTS, TAXES AND PRORATIONS.

8.1 **Seller's Closing Costs.** SELLER shall pay for the following items prior to or at Closing:

(a). Transfer and recording taxes if any.

8.2 **Purchaser's Closing Costs.** PURCHASER shall pay for the following items prior to or at Closing:

(a) Cost of obtaining owner's title insurance policy

(b) Recording fees, if any.

9. CLOSING DATE AND PLACE.

The Closing will take place on or before the expiration of thirty (30) calendar days following the date of the last party to sign this Agreement.

10. TERMINATION AND DEFAULT.

10.1 **Termination by Purchaser.** In the event that any inspections as set forth in Section 3. herein and any review of documents conducted by the PURCHASER relative to the Property during the Inspection Period, prove unsatisfactory in any fashion, the PURCHASER, at its sole discretion, shall be entitled to terminate this Agreement. PURCHASER will provide written notice of said termination by mail or facsimile to SELLER no later than the date of expiration of the Inspection Period

10.2 **Default.** In the event of a default by SELLER, SELLER shall pay to PURCHASER all funds expended by PURCHASER prior to the Closing to facilitate the acquisition of the property, including attorneys' fees. Further, if either party defaults, each shall have the election of the following remedies: (1) seek damages incurred resulting from the other party's default; or (2) equitable relief to enforce the terms and conditions of this Agreement through a decree for specific performance and/or injunctive relief.

10.3 **Force Majeure.** Notwithstanding the provisions of the immediately preceding sentences, the dates provided above may be extended on a day to day basis for delays occasioned by acts of God, catastrophe and inclement weather which is in excess of those days normally forecasted by the National Weather Service for the given month beyond the reasonable control of the parties.

10.4 **Mediation and Venue.** Prior to the institution of any lawsuit for damages or to enforce this agreement, the parties agree to first attempt to resolve their dispute through mediation. The fees and expenses of such mediator shall be borne equally by the parties hereto. In the event of the failure of the parties to settle the dispute by mediation, either party may bring the dispute for legal redress before the Circuit or District Courts for Harford County, Maryland.

11. **BROKER.** The parties each represent to the other that they have not dealt with any real estate broker, real estate salesman or finder in conjunction with this transaction who is entitled to a fee or brokerage commission in accordance with Maryland law.

12. **SEVERALBILITY.** If any provision in this Agreement shall be held to be excessively broad, it shall be construed, by limiting and reducing it, to be enforceable to the extent compatible with applicable law. If any provision in this Agreement shall, notwithstanding the

preceding sentence, be held illegal or unenforceable, such illegality or unenforceability shall not affect any other provision of this Agreement.

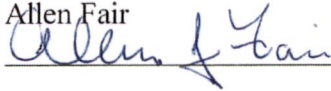
13. NOTICE.

All written notices shall be deemed effective if sent to the following places:

PURCHASER: Mayor and City Council of Havre de Grace
Attn: Director of Administration
711 Pennington Avenue
Havre de Grace, MD 21078

SELLER:

Allen Fair



14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Maryland. Each party agrees that the Circuit Court for Harford County or the District Court in Harford County shall be the exclusive jurisdiction and venue of any litigation or special proceeding to resolve any dispute or claim arising from or related to or connected with this Agreement, including any claims based upon equity, statute, common law or rule. The parties hereby waive any objection to such forum based upon venue or forum non convenient grounds.

15. ENTIRE AGREEMENT. All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement. This Agreement completely expresses their full agreement.

16. AMENDMENT. No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by both SELLER and PURCHASER.

17. SUCCESSORS. This Agreement shall apply to and bind the executors, administrators, successors and assigns of SELLER and PURCHASER. Any assignment of this Agreement must be approved by the Mayor and City of Havre de Grace.

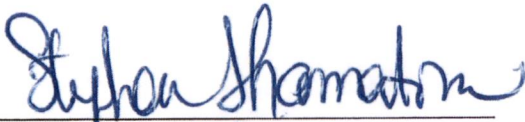
18. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures hereon shall be considered for all purposes as originals.

19. LITIGATION COSTS. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses incurred, including its reasonable attorney's fees at all trial and appellate levels and post judgment proceedings.

20. WAIVER OF JURY TRIAL. Each party hereby knowingly, voluntarily and intentionally waives any and all rights it may have to a trial by jury in respect of any dispute, litigation or court action (including, but not limited to, any claims, crossclaims or third-party claims) arising from, growing out of, or related to this Agreement.

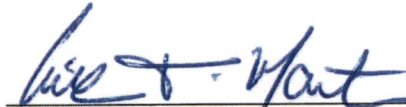
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below:

PURCHASER:
Mayor and City Council of Havre de Grace



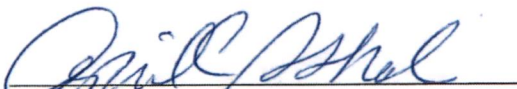
Stephen J. Gamatoria,
Director of Administration

By:



William T. Martin, Mayor


Approved for legal
sufficiency this 2nd day of
October, 2023.



April C. Ishak, City
Attorney

STATE OF MARYLAND)
)ss:
COUNTY OF HARFORD)

The foregoing instrument was acknowledged before me this 30 day of Sept., 2023, by WILLIAM T. MARTIN, Mayor, who stated he is duly authorized to execute this instrument on behalf of the Mayor and City Council of Havre de Grace, who is personally known to me or has produced sufficient identification.


Notary Public
APRIL C. ISHAK
Print Name
My Commission expires: 3-6-26

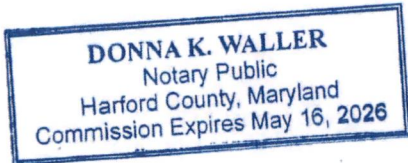
SELLER:

Allen Fair
Allen Fair

STATE OF MARYLAND)

COUNTY OF HARFORD)

The foregoing instrument was acknowledged before me this 30 day of Sept 2023 ALLEN FAIR, who is personally known to me and has executed the foregoing instrument.



Donna K Waller
Notary Public
Donna K Waller
Print Name
My Commission expires: May 16-2026

Exhibit B

Amendment to Real Estate Purchase and Sale Agreement

This Amendment to Real Estate Purchase and Sale Agreement is made and entered this 26th day of October by and between ALLEN J. FAIR, ("Seller") and the Mayor and City Council of Havre de Grace, a Maryland municipal corporation ("Purchaser") (collectively, "Parties").

Whereas, Paragraph 1.2 of the original Agreement effective September 30, 2023 provides that the "Closing Date" . . . "shall occur and shall be no later than thirty (30) calendar days from the effective date of this Agreement, or any extension thereof as mutually agreed by the parties"; and

Whereas, the Parties mutually agree to extend the time for Closing to accommodate the City Council's meeting schedule for approval and acceptance of the Deed;

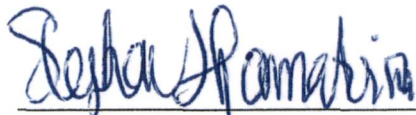
Now therefore, the Purchaser and Seller agree to amend Paragraph 1.2 of the Agreement as follows:

1.2 "Closing Date" shall occur no later than thirty (30) days from the effective date of this Amendment.

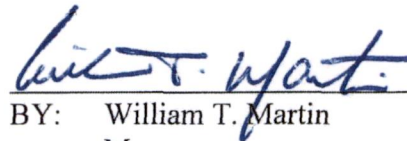
IN WITNESS WHEREOF, the parties have executed this Amendment to the Real Estate Purchase and Sale Agreement as of the dates indicated below:

PURCHASER:

Mayor and City Council of Havre de Grace

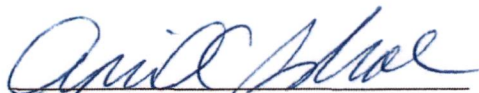


Stephen J. Gamatoria
Director of Administration



BY: William T. Martin
Mayor

Approved for legal sufficiency this
25 day of October, 2023



April C. Ishak, City Attorney

STATE OF MARYLAND)

)ss:

COUNTY OF HARFORD)

The foregoing instrument was acknowledged before me this 26th day of October, 2023, by WILLIAM T. MARTIN, Mayor, who stated he is duly authorized to execute this instrument on behalf of the Mayor and City Council of Havre de Grace, who is personally known to me or has produced sufficient identification.

Tamara J. Binkman

Notary Public

TAMARA L. BINKMAN

Print Name

My Commission expires: 4-12-2025

SELLER:

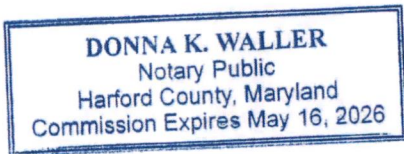
Allen Fair

Allen Fair

STATE OF MARYLAND)

COUNTY OF HARFORD)

The foregoing instrument was acknowledged before me this 26 day of October, 2023, by ALLEN FAIR, who is personally known to me and has executed the foregoing instrument.



Donna K Waller

Notary Public

Donna K Waller

Print Name

My Commission expires: May 16 2026

Exhibit C

FS-MD23-1555
Tax ID: 06-020127

This Deed, made this 9th day of November, 2023, by and between Allen J. Fair, GRANTOR, and Mayor and City Council of Havre de Grace, a Municipal Corporation, GRANTEE.

~Witnesseth~

That in consideration of the sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, in fee simple, all that lot of ground situate in the County of Harford, State of Maryland and described as follows, that is to say:

BEGINNING FOR THE SAME at the intersection of the center lines of Wilson Street and Bloomsbury Avenue: running thence with the center line of said Bloomsbury Avenue, North 6 degrees 57 minutes 30 seconds East 256.0 feet thence, along or near the middle of a small stream South 69 degrees 37 minutes 38 seconds West 403.13 feet to the center line of Pusey Street; thence with the center line of Pusey Street, South 10 degrees 44 minutes 26 seconds East 26.5 feet; thence with the center line of the driveway in the rear of a frame building: North 84 degrees 28 minutes East 110.45 feet; thence, with the center of the driveway between said building, and another frame building, South 5 degrees, 32 minutes East 89.0 feet to the center line of Wilson Street, in a curve: thence with the center line of said Wilson Street, on a curve to the right having a radius of 910.05 feet and an arc of 178.0 feet to its P.C. thence on a tangent, South 83 degrees 2 minutes 30 seconds East 45.0 feet to the beginning, as surveyed June 20th, 1944, containing 1.2 acres of land more or less.

The improvements thereon being commonly known as 06-020127 Bloomsbury Avenue, Havre de Grace, MD 21078 (for informational purposes only).

Tax ID Number: 06-020127

BEING the fee simple property which, by Deed dated May 15, 2019, and recorded May 16, 2019, in the Land Records of the County of Harford, Maryland, in Liber JJR 13266, Folio 386, was granted and conveyed by Stephen E. Owen unto Allen J. Fair.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and

advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Mayor and City Council of Havre de Grace, a Municipal Corporation, in fee simple.

And the Grantor hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property hereby granted; and that he will execute such further assurances of the same as may be requisite.

In Witness Whereof, Grantor has caused this Deed to be properly executed and sealed the day and year first above written.

_____(SEAL)
Allen J. Fair

STATE OF MARYLAND
COUNTY OF HARFORD

} ss

I hereby certify that on this 9th day of November, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Allen J. Fair, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

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

Notary Public
My Commission Expires: _____

In Witness Whereof, Grantee has accepted this Deed and acknowledged it to be properly executed and sealed the day and year first above written.

BUYER:
Mayor and City Council of Havre de Grace,
A Municipal Corporation

Witness

By: _____(SEAL)
William T. Martin, Mayor

STATE OF MARYLAND }
COUNTY OF HARFORD } ss

I hereby certify that on this 9th day of November, 2023, before me, the subscriber, a Notary Public of the State and County 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 the same for the purposes therein contained, and further acknowledged the acceptance of the foregoing Deed to be his act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

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

Notary Public
My Commission Expires: _____

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

JW Walker, Esq.

AFTER RECORDING, PLEASE RETURN TO:
Flagship Real Estate Services, LLC
808 S. Main Street, Bel Air, MD 21014
P: 410-709-1460 - F: 410-709-1461

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Adding Section 205-11
K. Dumpster Screening**

(1st Reading)

Date: **11/1/2023**

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

Purpose:

FYI

Read and Comment as Needed

Action Required by November 6, 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 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 ADD SECTION 205-11 K. DUMPSTER SCREENING

On: 11/6/2023

at: 7:00 p.m.

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

PUBLIC HEARING

A Public Hearing is scheduled for November 20, 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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32 Section 205-11

33
34 K. Dumpster Screening

- 35
36 1) Except as otherwise provided herein, every owner, occupant, or lessee using or occupying a
37 building or structure within the corporate limits of the city for other than residential purposes,
38 and all residential structures required by this chapter to have a dumpster, or have an adequate
39 area for a dumpster pad site as described herein, or purposes accessory thereto, shall maintain
40 on such premises a dumpster meeting the requirements of this section.
41
42 2) Dumpsters and associated screening required by this section shall be maintained in good order
43 and condition. When the Code Enforcement Officer determines a container to be unsafe or
44 unsightly, notice shall be given to the occupant of the premises upon which the dumpster is
45 located for corrective action. The occupant of the premises upon which the dumpster is located
46 shall cause corrective action to be taken in conformity with such notice within ten days of
47 receiving such notice.
48
49 3) Dumpsters shall be placed on a concrete pad that meets or exceeds the standards shown in
50 drawings shown in Appendix A.
51
52 4) All dumpsters must be fully screened from view by an enclosure consisting of two side walls
53 and a rear wall, plus a gate in the front, as required by this section.
54
55 a) Minimum height. Screening walls and gates must be not less than six feet nor more than
56 eight feet in height.
57
58 b) Screening materials. Materials approved for use in screening walls are based upon the
59 dumpster's location on the site.
60
61 i. If the enclosure is in the front or side of the yard of the property, or highly visible
62 from any public street or right-of-way, dumpster screening must be made of
63 masonry, brick, stone, reinforced concrete, or other similar masonry materials.
64 Materials allowed by this section must match the materials, style, finish and
65 appearance of the principal building located on the same lot.
66
67 ii. If the enclosure is in the rear yard and not highly visible from any public street or
68 right-of-way, dumpster screening must be wood, masonry, brick, stone, reinforced
69 concrete, or other similar masonry materials. Corrugated metal, R panel and U
70 panel sheet metal, and fiberglass panels are prohibited and may not be used as
71 screening material. Alternate materials may be approved with written permission
72 by the Director of Planning.
73
74 c) Gates. Screening gates must screen the dumpster from view when closed. The gates must
75 be made of metal or fencing. Gates must swing out to an angle greater than 90 degrees and
76 create an opening at least 12 feet wide for the collection truck to enter the enclosure. Each
77 gate must be equipped with a pin capable of holding the gate in its fully opened position

78 while the dumpster is being accessed. Gates must swing clear of all fire lanes. Persons
79 authorized to use the dumpster must keep the gates closed unless the dumpster or enclosure
80 is in the actual process of being emptied, filled, painted, cleaned, constructed, installed,
81 repaired, or otherwise maintained.

82
83 i. There shall be affixed to the exterior of each gate a sign that is conspicuous and
84 readily visible. The sign shall state “GATES TO REMAIN CLOSED WHEN NOT
85 IN USE” in block letters at least three inches high. All sign lettering must appear
86 in contrasting colors against the background.

87
88 d) Bollards. A minimum of four bollards shall be provided within the enclosure, two in the
89 rear, and one on each side, to prevent the dumpster from striking or damaging the screening
90 enclosure. The Director of Planning may approve another type of protection device in
91 writing if the Director determines that such device protects the enclosure as well as
92 bollards.

93
94 5) Additional items. Dumpster pads and screening shall be constructed as displayed in Appendix
95 A.

96
97 6) Appeals. Any property owner can send an appeal in writing to the Director of Planning for
98 consideration of screening materials listed in 4(b)(ii) where 4(b)(i) screening materials are
99 required. A property may also appeal constructing a dumpster pad by writing to the Director
100 of Planning and stating why a variance is appropriate per the findings listed in Chapter 25-
101 17(C). If a property owner does not agree with the decision of the Director of Planning, they
102 can further appeal the decision for Administrative Review to the Board of Appeals per Chapter
103 25 – Board of Appeals.

104
105 7) This ordinance will become enforceable 180 days after adoption.

106
107 In accordance with the provisions of the Maryland Ann. Code, Land Use Article, §4-203 and the
108 City Charter requirements, this ordinance shall become effective no earlier than ten days after the
109 close of the public hearing on the Zoning Code amendments set forth herein.

110
111 **NOW THEREFORE**, it is determined, decided, and ordained by the City Council that the
112 foregoing amendments to the City Code are hereby approved.

113
114 ADOPTED by the City Council of Havre de Grace, Maryland this ___ day of _____, 2023.

115
116 SIGNED by the Mayor and attested by the Director of Administration this ___ day of _____,
117 2023.

118
119 [Signatures to follow on the next page.]
120
121

122 ATTEST:

123

124

125

126 _____
Stephen J. Gamatoria
127 Director of Administration

128

129

130 Introduced/First Reading: 11/6/2023

131 Public Hearing:

132 Second Reading/Adopted:

133

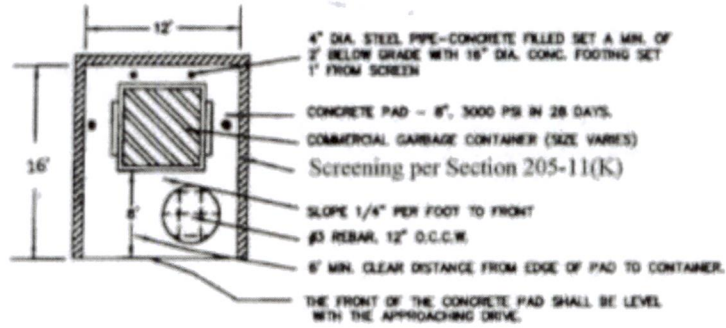
134 Effective Date:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

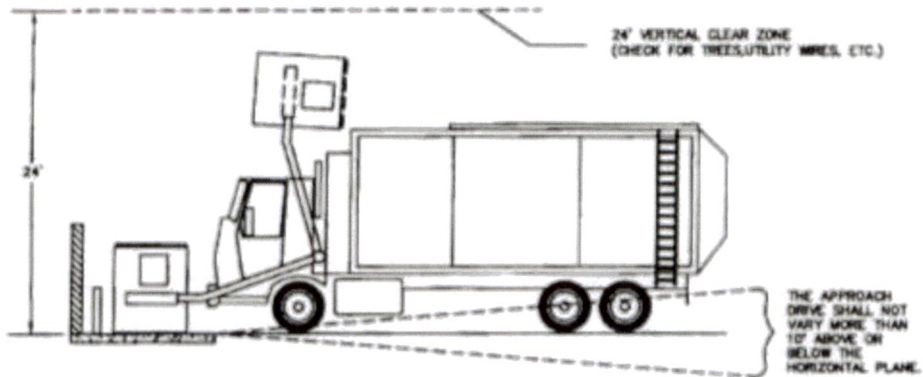
William T. Martin
Mayor

First Reading

Appendix A
(1 of 4)



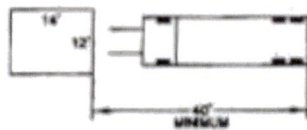
PLAN VIEW



SIDE ELEVATION
NOT TO SCALE

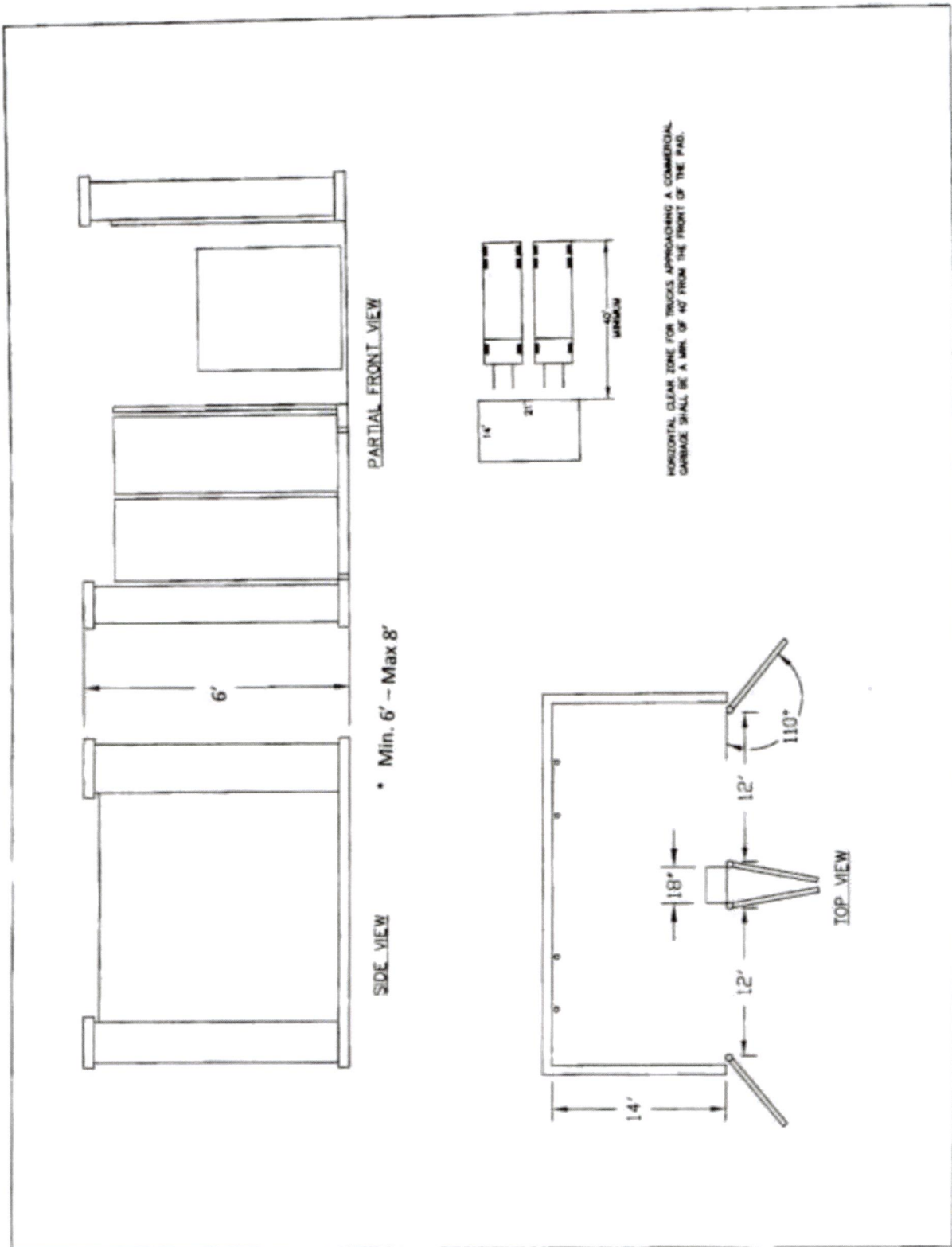
NOTE:
IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO OPEN GATES USED TO ENCLOSED CONTAINERS PRIOR TO COLLECTION.

PROPERTY OWNER/TENANT IS RESPONSIBLE FOR MAINTAINING DUMPSTER ENCLOSURES AND ADEQUATE ACCESS / EGRESS. DUMPSTER PADS MAY NOT BE LOCATED IN RIGHT OF WAY OR FIRE LANES.

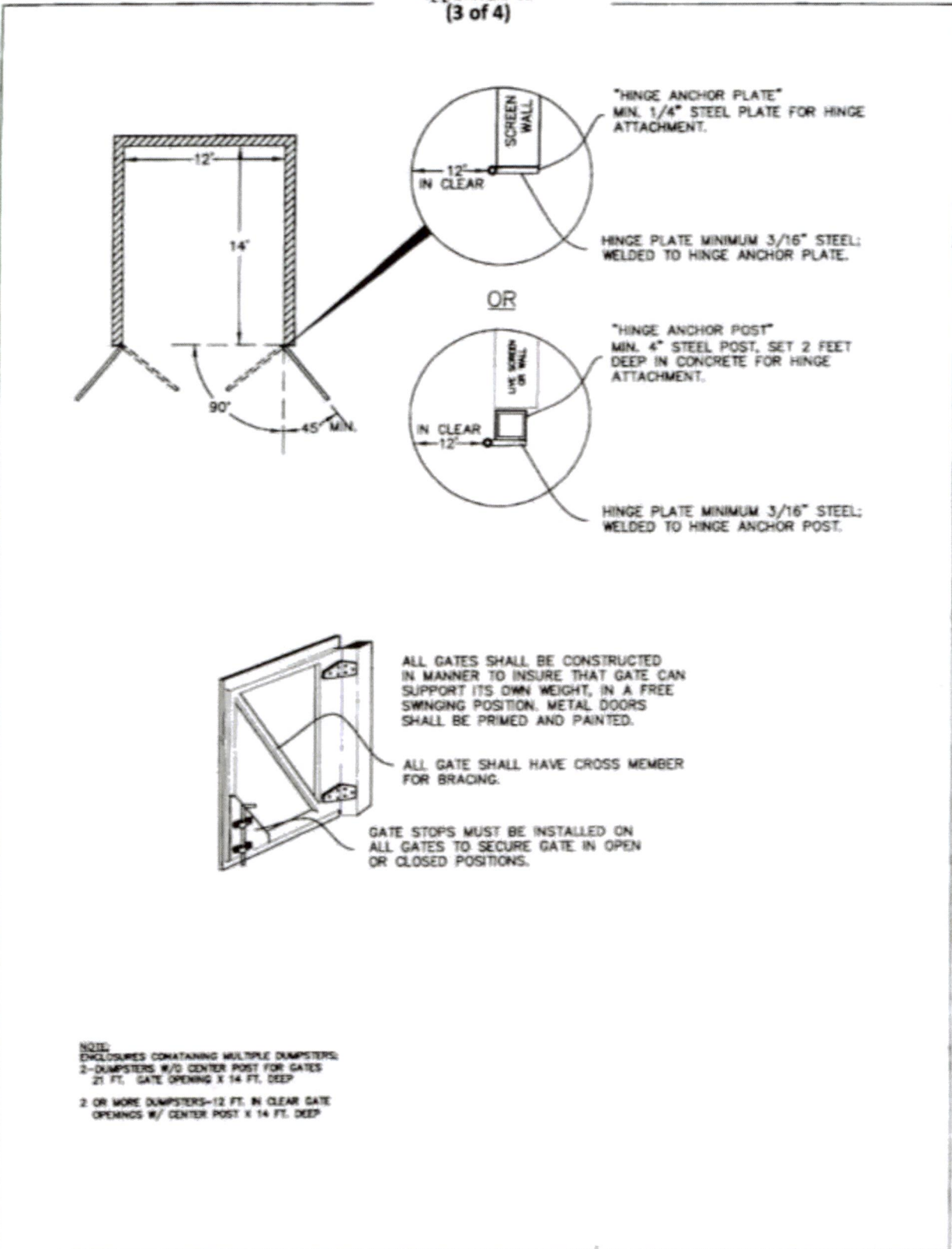


HORIZONTAL CLEAR ZONE FOR TRUCKS APPROACHING A COMMERCIAL GARBAGE SHALL BE A MIN. OF 40' FROM THE FRONT OF THE PAD.

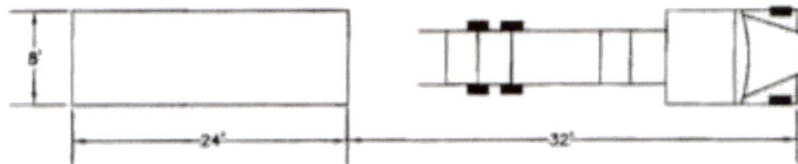
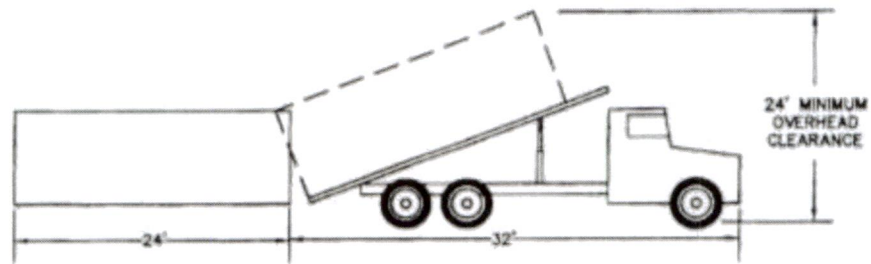
Appendix A
(2 of 4)



Appendix A
(3 of 4)



Appendix A
(4 of 4)



NOTE:
NEED MINIMUM CLEARANCE
12'W X 60'L X 24'H

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Approving Budget Amendment 2024-04 to Fund State Bikeways Grant & UMUC Zoning District Renderings (1st Reading)**

Date: **11/2/2023**

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:

<input type="checkbox"/>	FYI
<input checked="" type="checkbox"/>	Read and Comment as Needed
<input checked="" type="checkbox"/>	Action Required by November 6, 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

Exhibit A



INTER-CITY MEMORANDUM

To: City Council President James E. Ringsaker, Jr.
From: Mayor William T. Martin
Date: 11/2/2023
RE: Proposed Budget Amendment 2024-04

The City has been awarded 2 grants from the Maryland Department of Transportation (MDOT); a \$160,000 grant to place bike lanes on local streets and a \$52,000 grant to identify potential bike routes to more remote areas of the City.

As noted in the attached memorandum from the Planning Director, the City will be required to provide matching funds, \$40,000 for the larger grant and \$13,000 for the smaller grant. In both instances, a portion of the match can be from in-kind services, \$20,000 for the larger grant and \$8,000 for the smaller grant.

In addition, the Director requires an additional \$14,200 to develop renderings to illustrate the design concepts for a "form-based code" at the University of Maryland Upper Chesapeake site and surrounding areas.

Currently, the beginning fund balance exceeds budget estimates by \$286,800 after the audit and current year budget amendments.

I am therefore requesting that expenditure account #01-1089-6276 "Planning Professional Services" be increased by \$251,200, \$237,000 for the 2 grants and \$14,200 for the renderings. To fund this increase, I am requesting revenue account #01-0001-48-34 "State Grants (MDOT)" be increased by \$212,000 and account #01-0001-49-98 "Beginning Fund Balance" be increased by \$39,200.

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

BUDGET AMENDMENT

October 24, 2023

Amendment # 2024-04

SOURCE OF FUNDS

Account Number	Account Title	Amount
	General Fund 1	
01-0001-48-34	State Grants (MDoT)	\$212,000.00
01-0001-49-98	Beginning Fund Balance	\$39,200.00
	Total Sources	\$251,200.00

USE OF FUNDS

Account Number	Account Title	Amount
	General Fund 1	
01-1089-6276	Professional Services	\$251,200.00
	Total Uses	\$251,200.00

REASON FOR ADJUSTMENT

To fund State bikeways grant and UMUC zoning district renderings.

AUTHORITY

City Council on 11/6/23.

APPROVAL

MAYOR	_____	Date:	_____
ADMINISTRATION	_____	Date:	_____
FINANCE	_____	Date:	_____

MEMORANDUM

To: George DeHority, Director of Finance

Cc: Steve Gamatoria, Director of Administration
Chris Ricci, Deputy Director of Administration

From: Tim Bourcier, Director of Planning

Date: October 2, 2023

Re: Budget Amendment Request
MDOT Bikeways Grant
UMUC/Residential Office zoning district study

The Department of Planning is requesting a budget amendment to add \$39,200 to Account No. 01-1089-6276 "Professional Services" in the Planning and Code Enforcement budget for the above referenced projects. The additional funds will help meet the City's monetary requirements for two very important city projects.

MDOT Bikeways Grant

The City was awarded two grants from MDOT through the Kim Lamphier Bikeways program. The first grant was for "minor retrofitting"—putting bike lanes on local streets. The grant award was for \$160,000; the City was required to match \$40,000. Of the \$40,000, the Department of Planning and the Department of Public Works will be providing a \$20,000 in-kind contribution. A \$20,000 cash match is required. This grant will help build safe bikeways infrastructure in the City's historic center that will eventually connect to Route 40, the East Coast Greenway, Lower Susquehanna Heritage Greenway and other trail infrastructure.

The second grant is for studying more difficult areas of the City to establish how to connect those areas with the City center. The Department of Planning will hire a consultant to examine Chapel Road, Revolution Street, the railroad spur right-of-way (from Revolution Street into the City's industrial park) and other areas where there are bikeways gaps. MDOT is providing \$52,000 for this project. The City's local match requirement is \$8,000 in in-kind contributions and \$5,000 in cash.

UMUC/Residential Office Zoning District Study

The Department of Planning and the City's consultants, BLTa Architects and Code Studio, are nearing completion of the design concepts for a proposed "form-based code" at the UMUC site and surrounding area. The Department of Planning believes detailed, professional renderings are needed in order to best illustrate what the form-based code revisions will bring to the city and its residents. The consulting team has a development rendering artist they work with regularly that was recommended for this project. The total cost of their work to provide four renderings is \$14,200. We examined the cost of renderings as part of the procurement process for this project and the cost is in line with the market. It is best that the current consultant work with their artist since they are most familiar with the project. The cost of renderings will be a change order to their current contract.

Department of Planning
Budget Amendment Request
October 2, 2023

I personally would like to thank you in advance for consideration of our request. I have attached information on the two grants and renderings cost for your records. Please contact me if you have any questions or if you require additional information.

Summary Match Information

Below is the total amount of funds your entity is requesting for this grant and the **required** fund match from In-Kind or Cash sources. Please provide information on the fund matching from other sources, which must meet or exceed the required amount.

Projects utilizing federal funds as a match for the Bikeways funding must provide 20% of the requested Bikeways amount from non-federal and non-state sources.

Total Minor Retrofit Project Cost

\$200,000.00

Please Confirm Total Funds Requested

\$200,000.00

Minimum Minor Retrofit Match Required

\$40,000.00

Cash Match

Match Type	Description	Amount
Applied Jurisdiction	From budget	\$20,000.00

In Kind Match

Description	Labor Rate	# of Hours	Amount
Public works construction and inspection	\$40.00	250.00	\$10,000.00

Description	Labor Rate	# of Hours	Amount
Public outreach	\$40.00	100.00	\$4,000.00

Description	Labor Rate	# of Hours	Amount
Planning/GIS Staff time	\$40.00	150.00	\$6,000.00

The total match percentage must be a minimum of 20% of the Bikeways funds requested. Even if using federal funds as a match, a 20% match of the requested Bikeways funding is required from other non-state or non-federal sources.

Total Minor Retrofit Match Percentage

20

Cash Match and In Kind Match Amount Total

\$40,000.00

Please Confirm Total Match Received

\$40,000.00

Cost Type

Feasibility Study

Description**Amount**

Consultant fees	\$40,000.00
-----------------	-------------

Cost Type

Design (up to 30%)

Description**Amount**

Preliminary design	\$25,000.00
--------------------	-------------

Cost Summary Design Total

\$65,000.00

Summary Match Information

Below is the total amount of funds your entity is requesting for this grant and the **required** fund match from In-Kind or Cash sources. Please provide information on the fund matching from other sources, which must meet or exceed the required amount.

Projects utilizing federal funds as a match for the Bikeways funding must provide 20% of the requested Bikeways amount from non-federal and non-state sources.

Total Design Project Cost

\$65,000.00

Please Confirm Total Funds Requested

\$65,000.00

Minimum Design Match Required

\$13,000.00

Cash Match**Match Type****Description****Amount**

Applied Jurisdiction	Budgeted Professional Services	\$5,000.00
----------------------	--------------------------------	------------

In Kind Match**Description****Labor Rate****# of Hours****Amount**

Planning/GIS Staff time	\$40.00	100.00	\$4,000.00
-------------------------	---------	--------	------------



The City of Havre de Grace

Timothy Bourcier <timothyb@havredegracemd.com>

0097570.00.0 - Havre de Grace - Master Plan Renderings

Alexandra Brinkman Wilson, AIA, NCARB, LEED GA <awilson@blta.com>
To: Timothy Bourcier <timothyb@havredegracemd.com>
Cc: "Milton Lau, AIA" , "Kyle A Kernozek, AIA LEED AP"

Thu, Sep 21, 2023 at 4:45 PM

Hi Tim,

As discussed, this afternoon, I have attached the (4) four views that would be hand-rendered for the City of Havre de Grace's use. Below I have provided the proposed fee and supporting information for your consideration. Please confirm if you would like Dariush to proceed with the renderings. With your confirmation I will follow up with a formal proposal for you to sign.

Artist: Dariush Vaziri

Website: dariushwatercolors.com

Cost for this service:

Cost Per Rendering:	\$3,000.00
Number of Renderings	X 4
Total Cost for Rendering Services:	\$12,000.00
BLTa Rendering Coordination Services:	\$2,200.00
TOTAL	\$14,200.00

***50% of the total fee is required in advance, with the rest due on completion.*

If you have any questions, please let me know.

Thank you,

-Alex

Alexandra Brinkman Wilson, AIA, NCARB, LEED GA
Associate

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Approving MOU and Agreement with Harford County regarding Water Meter Vault**

(1st Reading)

Date: **11/3/2023**

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 November 6, 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 OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE 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, FOR THE PURPOSE OF APPROVING THE MEMORANDUM OF UNDERSTANDING AND AGREEMENT WITH HARFORD COUNTY REGARDING ACCESS TO THE ROBINHOOD ROAD MASTER WATER METER VAULT

On: 11/6/2023

at: 7:00 p.m.

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

PUBLIC HEARING

A Public Hearing is scheduled for November 20, 2023 at 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

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

33 **WHEREAS**, the City entered into a memorandum of understanding dated January 14,
34 2019, with the City of Aberdeen (“Aberdeen”) to provide potable water to Aberdeen up to a
35 maximum of 900,000 gpd (“Aberdeen Water Agreement”) which provided that each of them
36 would construct certain portions of the water transmission system and related facilities
37 contemplated therein; and

38
39 **WHEREAS**, the facilities and transmission line contemplated under the Aberdeen Water
40 Agreement are near completion and the parties are currently negotiating an Amended and Restated
41 Agreement for Water Purchase updating the Aberdeen Water Agreement (“Amended and Restated
42 Agreement”); and

43
44 **WHEREAS**, Aberdeen previously entered the East Aberdeen Water Service Agreement
45 effective November 3, 2011, with Harford County and the City of Aberdeen for the construction
46 of two (2) master water meter vaults (“Vault Agreement”) which facilitated County distribution of
47 water to certain residents of the City of Aberdeen; and

48
49 **WHEREAS**, to supply water to Aberdeen under the Aberdeen Water Agreement, as
50 amended, the City will need to use one of the two vaults which the County acquired as part of the
51 Vault Agreement with Aberdeen, the particular vault being located near Robinhood Road and
52 referenced herein as the “Robinhood Vault”; and

53
54 **WHEREAS**, because the City requires County approval to access the Robinhood Vault to
55 fulfill its obligations under the Aberdeen Water Agreement, as amended, the City desires to enter
56 into an agreement with the County regarding access to the Robinhood Vault in a form substantially
57 similar as attached hereto as Exhibit 1 (with pertinent exhibits attached thereto) (“Robinhood Vault
58 Agreement”); and

59
60 **NOW THEREFORE**, it is this ____ day of _____ 2023, determined,
61 decided, and ordained by a majority of the City Council members that:

- 62
63 1. The Council approves the Robinhood Vault Agreement with the County, and
64 2. The Mayor is authorized to sign the Memorandum of Understanding and Agreement
65 regarding Robinhood Road Master Water Meter Vault in a substantially similar form
66 as attached hereto as Exhibit 1 and
67 3. The Mayor is authorized to take such other action needed to execute said agreement
68 making it effective as soon as possible to facilitate the transmission of water to the City
69 of Aberdeen under the Amended and Restated Water Purchase Agreement referenced
70 above.

71
72 The foregoing Ordinance is hereby approved by the City Council.

73
74 ADOPTED by the City Council of Havre de Grace, Maryland this ____ day of _____,
75 2023.

76
77 SIGNED by the Mayor and attested by the Director of Administration this __ day of
78 _____, 2023.

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93

ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Steve Gamatoria
Director of Administration

William T. Martin
Mayor

Introduced/First Reading: 11/06/2023
Public Hearing:
Second Reading/Adopted:
Effective Date:

First Reading

Exhibit 1

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
Between Harford County and the Mayor and City Council of Havre de Grace
Regarding
Robinhood Road Master Water Meter Vault**

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT (Agreement”), made this ___ day of _____, 2023, and entered into between HARMFORD COUNTY, Maryland, a body corporate of the State of Maryland (hereinafter “the Harford County”) and the MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, a municipal corporation of the State of Maryland (hereinafter the “City”) (“Harford County” and the “City”, respectively, and collectively referred to as the “Parties”).

WHEREAS, effective November 3, 2011, the County executed the East Aberdeen Water Service Agreement between Harford County and the City of Aberdeen (“Aberdeen”) for the construction of two (2) master water meter vaults (“Vault Agreement”) (Exhibit A).

WHEREAS, pursuant to the Vault Agreement, Aberdeen dedicated to the County the two master water meter vaults referenced therein to facilitate County distribution of water to certain residents of the City of Aberdeen.

WHEREAS, the City entered into a memorandum of understanding on June 16, 2020 with Aberdeen to provide potable water to Aberdeen up to a maximum of 900,000 gpd (“Aberdeen Water Agreement”) provided that each of them would construct certain portions of the water transmission system (Exhibit B).

WHEREAS, in reliance upon the promises made in the Aberdeen Water Agreement, the City constructed a transmission line between the City and Aberdeen to facilitate the supply of water to Aberdeen pursuant to the terms of the Aberdeen Water Agreement.

WHEREAS, in order to supply water to Aberdeen under the Aberdeen Water Agreement the City will need to use one of the two vaults which the County acquired as part of the Vault Agreement with Aberdeen, the particular vault being located near Robinhood Road and referenced herein as the “Robinhood Vault”.

WHEREAS, the Robinhood Vault that will be used to facilitate City water transmission to Aberdeen is located on land owned by Harford County, which is depicted as parcel (1) and accessed by an easement across the land of Harford Systems, Inc. as shown on the “Revised Plat” recorded among the Land Records of Harford County at Liber 3875, folio 245. (Attached as Exhibit C) (“Revised Plat”) and Deed of Easement (Exhibit D).

WHEREAS, this City requires County approval to access the Robinhood Vault to fulfill its obligations under the Aberdeen Water Agreement.

WHEREAS, the Parties recognize the need to provide clean potable water to Harford County citizens in a cost effective manner and that the Aberdeen Water Agreement promotes that need.

41 WHEREAS, Aberdeen and Havre de Grace are negotiating updates to the Aberdeen Water
42 Agreement and now that the infrastructure is in place, the transmission of water to Aberdeen is
43 imminent.

44 NOW THEREFORE, the County and City agree as follows:

45 **Article 1. Access to the Robinhood Road Vault**

46 1.1 The County agrees to grant a perpetual easement to the City to access the
47 Robinhood Vault for the purpose of fulfilling the water transmission obligations under the
48 Aberdeen Water Agreement.

49 1.2 The County agrees to grant the City access to the related Utility Easements
50 described above on the terms and conditions set forth herein for the purposes and on the terms
51 expressed in this Agreement for so long as the City supplies water to Aberdeen, and will cooperate
52 with the City in obtaining any necessary approvals from Harford Systems Inc. for the purpose of
53 accessing the utility easements relating to the Robinhood Vault.

54 1.3 The City will prepare the easements referenced in paragraphs 1 and 2 above subject
55 to review and approval of the County (the "Easements").

56 1.4 The County agrees that pursuant to the Easements, the City has the right to access
57 the Robinhood Vault, including the Utility Easements, and to remove the County water meter and
58 related equipment, and install a City of Havre de Grace meter and other equipment to facilitate the
59 transmission of water to Aberdeen pursuant to the terms of the Aberdeen Water Agreement.

60 1.5 No later than nine (9) months after the execution of the Easements, the City's meter
61 and related equipment will be operational and the County's meter and other equipment will be
62 disconnected and removed from the Robinhood Vault. If the County meter and related equipment
63 is not removed within nine (9) months, the time period will automatically extend an additional six
64 (6) months in order to provide additional time to complete the removal of the County meter and
65 equipment from the Robinhood Vault and installation of the City's meter and related equipment.
66 Any delays beyond the additional six (6) month extension will require an amendment to this
67 Agreement signed by both parties. The City will disconnect and remove the County's meter and
68 related equipment in the Robinhood Vault in accordance with the standards and requirements set
69 forth in the Harford County Water and Sewer Code at the City's expense.

70 1.6 The City agrees to install and maintain backflow preventers at the City's expense
71 to prevent any cross mixing of water.

72 1.7 If the City ever ceases transmitting water to Aberdeen by way of the Robinhood
73 Vault, then the City shall have the right to remove its water meter and related equipment and give
74 possession of the Robinhood Vault back to the County after giving the County sixty (60) days
75 written notice, or the County and the City may enter an agreement for the County to lease the
76 City's water meter and equipment on terms and conditions mutually agreed in writing by the
77 parties.

78 1.8 The Parties agree to sign any related documents such as easements, license
79 agreements, or assignments to allow the City to have adequate access to the Robinhood Vault and
80 Utility Easement for the purposes herein expressed.

81 1.9 Once the City meter and related equipment is installed, the County agrees not to
82 access the Robinhood Vault meter and equipment without first obtaining the express written
83 consent from the City’s Director of Public Works or his designee.

84 1.10 The County agrees to allow the City to deliver water from the newly installed
85 transmission line along Route 40/Pulaski Highway constructed by the City to the newly installed
86 City water meters in the Robinhood Vault by way of the existing County connection to the
87 Robinhood Vault without any additional installation or consideration. The County may inspect the
88 City’s Robinhood Vault connection to ensure it complies with standards and requirements set forth
89 in the Harford County Water and Sewer Code at the City’s expense.

90 **Article 2. General Provisions**

91 2.1 No Inducement. The undersigned parties declare and represent that no promise,
92 inducement, or agreement not herein expressed has been made by or between the parties hereto
93 and that this Amendment contains the entire agreement between the parties hereto regarding the
94 subject matter described herein, and the terms of this Amendment are contractual and not a mere
95 recital.

96 2.2 Non-Transferable. This Agreement is not transferable or assignable, in whole or in
97 part. Water purchased pursuant to the terms of this Agreement is for emergency purposes only and
98 may not be sold or distributed to any business, residence, or agency of any kind outside of the City
99 limits of Havre de Grace except for the purposes set forth herein.

100 2.3. Term. This Agreement shall continue in full force and effect until December 31,
101 2033 unless City or County terminates this Agreement sooner. This Agreement is renewable
102 thereafter by newly signed agreement of the parties as approved by their respective legislative
103 bodies for successive seven (7) year terms, with each term to conclude on December 31st in the
104 seventh year. After review by the respective parties, each such renewal may be amended as agreed
105 by the Parties and must be separately executed by the respective administrations then in office.

106 2.4. Termination. This Agreement is not subject to termination as long as the City is
107 providing water to Aberdeen. However, the Agreement is subject to termination by mutual written
108 consent of the parties.

109 2.5. Notice. Written notice under this Agreement shall be provided by first class US
110 mail, overnight courier or hand delivery as follows:

111 To the City:
112 City of Havre de Grace
113 Director of Department of Public Works
114 711 Pennington Avenue
115 Havre de Grace, MD 21078

116
117

118 with a copy to:
119 Director of Administration
120 711 Pennington Avenue
121 Havre de Grace, MD 21078
122

123 To the County:
124 _____
125 _____
126 _____
127

128 2.6. Dispute Resolution. In the event of a dispute between City and County regarding
129 the interpretation of this Agreement, or the rights and obligations of the parties under this
130 Agreement, including any breach of this Agreement, the parties first shall attempt to resolve the
131 dispute through non-binding mediation. If the parties are unable to resolve the dispute through
132 mediation, then each party may assert any legal or equitable claims in the courts having jurisdiction
133 in Harford County. The costs of any mediation shall be divided equally between the parties, except
134 that each party shall pay its own attorney fees. The parties shall pay their own costs and expenses,
135 including attorney fees, in any judicial proceeding except as otherwise may be taxed or awarded
136 by the court.

137 2.7. Time is of the Essence. Time is of the essence in this Agreement.

138 2.8. Subject to Appropriation. Any financial obligations of the parties under this
139 Agreement are subject to budgets and/or appropriation of funds as approved by their respective
140 legislative Councils.

141 2.9. Effective Date. This Agreement shall become effective upon due execution by the
142 City and County following the adoption of any legislation, ordinances, or resolutions approving
143 this Agreement as may be needed to authorize its execution by the County Executive of Harford
144 County and the Mayor of the City of Havre de Grace, respectively.

145 2.10. Amendment. This Agreement may only be amended in writing and signed by both
146 Parties. Material amendments may require subsequent approval by the Parties' respective
147 legislative bodies.

148 2.11. Counterparts. This Agreement may be executed in one or more counterparts, each
149 of which shall be deemed an original and all of which shall constitute one and the same document.

150 IN WITNESS WHEREOF, the parties hereto have signed their names and affixed their
151 seals on the day and year first above written.

152 [SIGNATURES TO FOLLOW ON NEXT PAGE]
153
154

155 FOR MAYOR AND CITY COUNCIL OF HAVRE DE GRACE

156

157 Witness/Attest:

MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE

158

159

160 _____

By: _____

161

William T. Martin, Mayor

162

163 Approved as to form and legal

Recommended for approval this

164 Sufficiency this ___ day of

___ day of _____, 2023

165

_____, 2023

166

167 _____

168 April Ishak, Esq.

E.J. Millisor

169 City Attorney

Director of Public Works

170

171

172

Tim Whittie, P.E., City Engineer

173

174

175 STATE OF MARYLAND, COUNT OF HARFORD, TO WIT:

176

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

184

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

186

187

Notary Public

188

My commission expires: _____

189

190

191 FOR HARFORD COUNTY:

192 Witness/Attest:

HARFORD COUNTY

193
194 _____

By: _____
Robert Cassilly, County Executive

195
196
197 Approved as to form and legal
198 sufficiency this ___ day of _____,
199 2023

200
201 _____
202 Senior Assistant County Attorney

Director of Public Works

203
204
205 Reviewed and concur this _____
206 day of _____, 2023

Recommended for approval this _____,
day of _____, 2023

207
208
209 _____
210 Treasurer

Department of Public Works

211
212 STATE OF MARYLAND, COUNT OF HARFORD, TO WIT:
213

214 I HEREBY CERTIFY, that on this ___ day of _____, 2023, before me, the
215 subscriber, a Notary Public of the State aforesaid, personally appeared ROBERT CASSILLY,
216 known to me (or satisfactorily proven) to be the person whose name is subscribed to the within
217 instrument, and acknowledge himself to be the duly elected County Executive authorized to
218 execute this document on behalf of Harford County and who, in my presence, signed and sealed
219 the foregoing instrument and acknowledged it to be his act and deed in the capacity therein stated,
220 for the uses and purposes therein contained.

221
222 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

223
224
225
226

Notary Public
My commission expires: _____

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Special Event - HdG Winter Farmers Market**

January 6-April 20, 2024 (1st & 3rd Saturdays)

Date: **10/31/2023**

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 November 6, 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

Office Use Only
 Date Received 10/16/23
 Tracking # 1011 19 0027

EVENT APPLICATION CHECKLIST

EVENT NAME: Havre de Grace Winter Farmers Market
Sponsor Organization: Community Projects of Havre de Grace, Inc.
 Business Address: 224 N. Washington Street, Havre de Grace, MD 21078
 On-Site Contact Person: Donna Mandl
 Contact Information **Phone:** _____ **Email:** _____
 Back-Up On-Site Contact Person: Bob Miller
 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?** Yes No

Is the Sponsor Organization a **501 C3?** Yes No

Tax ID # On file (attach non-profit status documentation to application)

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

Event Category:

- | | | |
|--|--|---|
| <input type="checkbox"/> Athletic/Recreation | <input type="checkbox"/> Concert/Performance | <input checked="" type="checkbox"/> Other (explain) |
| <input type="checkbox"/> Festival | <input type="checkbox"/> Carnival | |
| <input type="checkbox"/> Parade | <input type="checkbox"/> 5K/10K/Walk * | |
| <input type="checkbox"/> Rally | <input type="checkbox"/> Fishing Tournament | |

Farmers Market on
 1st and 3rd Saturdays
 January-April 2024

* 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: <u>Jan 6-Apr 20, 2024</u>	Begin Time: <u>8:30am</u>
Event Starts	Date: _____	Time: <u>9:00am</u>
Event Ends	Date: _____	Time: <u>11:00am</u>
Breakdown	Date: _____	End Time: <u>11:30am</u>

Rain Date Date: _____ Is timeframe the same? Yes No

If no, include new times: _____

Location: (see attached map)

- | | |
|--|--|
| <input type="checkbox"/> Millard E. Tydings Memorial Park
(352 Commerce Street) | <input type="checkbox"/> Community Pavilion (tent) at Frank J. Hutchins
Memorial Park (100 Congress Avenue) \$250 fee per day |
| <input type="checkbox"/> Concord Point Park (701 Concord Street) | <input type="checkbox"/> David Craig Park (553 N. Union Avenue) |
| <input type="checkbox"/> McLhinney Park (811 N. Adams Street) | <input type="checkbox"/> K-9 Cody Dog Park (100 Lagaret Lane) |
| <input type="checkbox"/> Veteran's Park (418 Concord Street) | <input checked="" type="checkbox"/> Other location (explain) |

Congress Avenue- in front of STAR
 Center

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

Anticipated Attendance: 100

Admission Fee (if any): None

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.

Closure of Congress Ave in front of STAR Center. See attached map. No parking signs on both sides of Congress.

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:

Use of electricity and bathrooms at STAR Center - gym side.

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.

Any alcohol is sold in closed containers. There is no consumption on site with the exception of limited sampling of product controlled by vendor and pursuant to proper licensing.

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: _____ Badge # _____

Date Contacted: _____

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.

N/A

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: Havre de Grace Winter Farmers Market

Print Name of Event Sponsor Donna Mandl

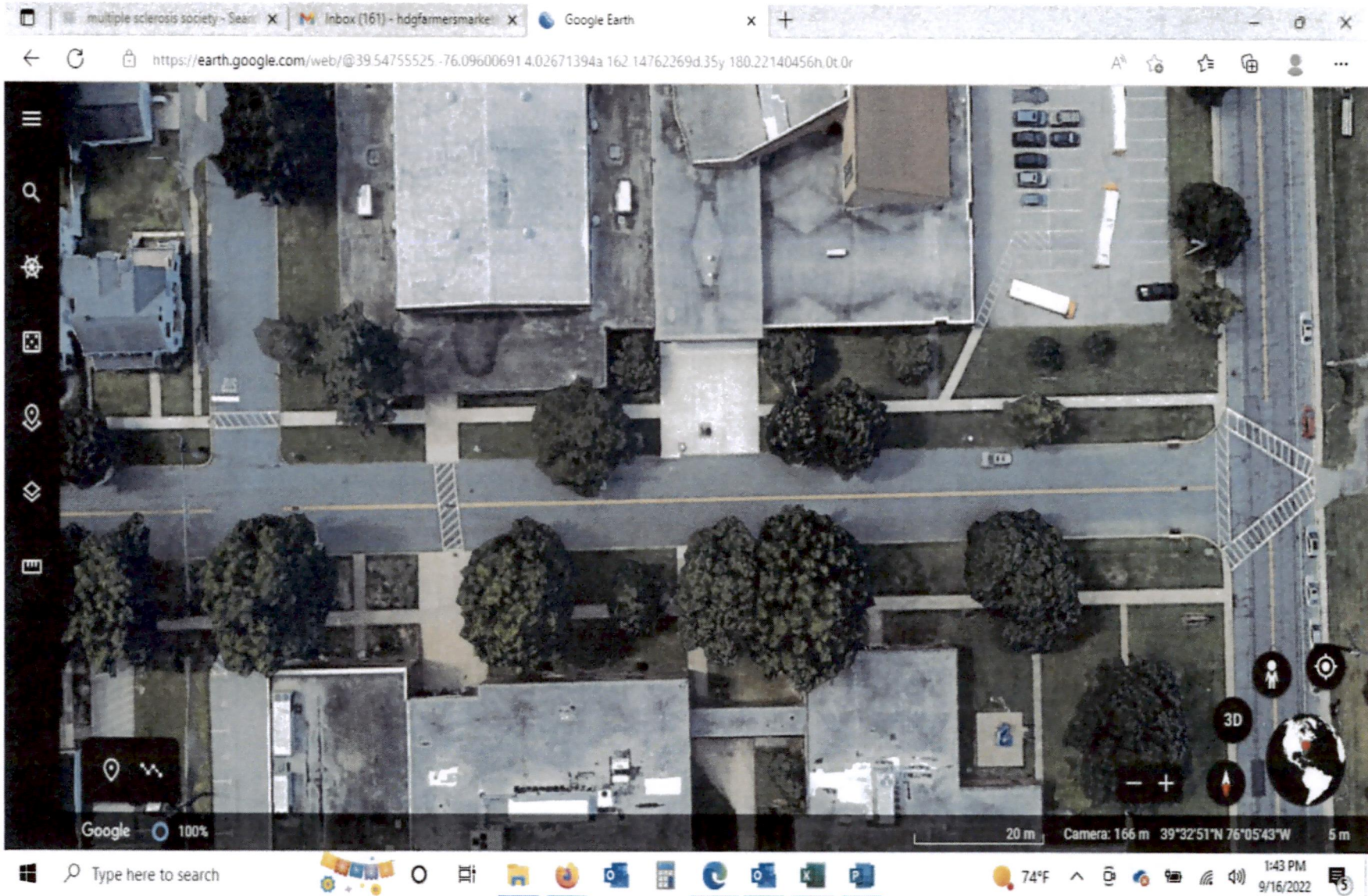
Title Havre de Grace Farmers Market Board

Phone _____ Email _____

Signature Donna Mandl Date 10/15/2023

Received by Kelley Ernest Date 10/17/23
City Official Date

No parking signs – both sides of street. Close street at both ends.



SPECIAL EVENTS WORK SHEET

	Event: HDG Farmers Market Winter Market 2024	Tracking ID: 1011190027				
	Dates: 1st & 3rd Saturdays 1/6/2024 through 4/20/2024					
	Time of set up: 8:30 AM					
	Take down time: 11:00 AM - 11:30 AM					
	Time of actual event: 9:00 AM - 11:00 AM					
	Location: Congress Avenue in front of the STAR Centre					
	Number of personnel	Regular Pay (Hours).	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
PD						\$0.00
Notes	Patrol units on duty will handle. <i>Completed: 10/30/2024</i>					
	Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
DPW	2	36		\$63.25	36	\$2,277.00
Notes	9 events held Jan - April. Place NP Signs, barricades, extra trash & recycle containers. To avoid OT, Vendor will pull the NP signs and cones at event end and stack at STAR Centre. DPW will remove <i>empty</i> trash/recycle containers, cones and signs on Monday morning. <i>Completed: 10/23/24 Cost Sheet does not include STAR Centre fees for bathroom usage, electricity.</i>					
	2	36	0	\$63.25	36	\$2,277.00
Grand Total						
REVISION 1/10/2020	*Note: OT salary is 1.5 times average salary: ** Note 2 - FULLY Loaded Wage provided by the Finance Department includes Wages, Fringe Benefits & Materials based on the U.S. Department of Health and Human Services Division of Cost Allocation (DCAA)					