



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078

410-939-1800

WWW.HAVREDEGRACEMD.COM

Public Notice

Havre de Grace City Council Meeting

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

TIME: 7:00 p.m.

DATE: Monday, November 20, 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 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 #19. 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 20, 2023

711 Pennington Avenue, Havre de Grace, Maryland
7:00 p.m.

Public Hearing for Ordinance No. 1127 concerning Accepting a Deed for Bloomsbury Avenue

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

Public Hearing for Ordinance No. 1128 concerning Approving Budget Amendment 2024-04 to Fund State Bikeways Grant and UMUC Zoning District Renderings

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

Public Hearing for Ordinance No. 1129 concerning Approving a Memorandum of Understanding and Agreement with Harford County regarding Access to the Robinhood Road Master Water Meter Vault

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

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Opening Prayer: Pastor Jim Sterner, Webster United Church of Christ
5. Approval of the Minutes:
 - A. City Council Meeting Minutes – November 6, 2023
 - B. City Council Closed Session Meeting Minutes – November 6, 2023
 - i. Votes from Closed Session
6. Comments from Citizens
7. Appointments:
 - A. Cultural Exchange Commission (CM Boyer)
 - i. Carolyn Zinner – Appointment
 - B. Historic Preservation Commission (CM Jones)
 - i. Diane Pearson – Appointment
 - C. Planning Commission (CM Schneegas)
 - i. Harry Miller – Appointment

8. Oath of Office (Administered by Mayor Martin)

- A. Cultural Exchange Commission
 - i. Carolyn Zinner
- B. Historic Preservation Commission
 - i. Diane Pearson
- C. Planning Commission
 - i. Harry Miller

9. Recognitions: None

10. Proclamations: None

11. Presentations:

- A. Fiscal Year 2024 Financial Statement Report (Nate Swartz, CPA, Zelenkofske Axelrod LLC)
- B. Marina Commission Report (CM Schneegas)

12. Resolutions:

A. **Calendar Resolution concerning Authorizing a License Agreement for the Replacement of an Existing Fence at 213 North Juniata Street (CM Schneegas)**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTIONS 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 AN EXISTING FENCE AT 213 NORTH JUNIATA STREET AND A SECTION OF GREEN STREET RIGHT-OF-WAY AND TO AUTHORIZE THE MAYOR TO EXECUTE SUCH LICENSE

B. **Calendar Resolution concerning Authorizing a License Agreement for the Replacement of an Existing Awning at 323 Saint John Street (CM Schneegas)**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTIONS 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 AN EXISTING AWNING AT 323 SAINT JOHN STREET RIGHT-OF-WAY AND TO AUTHORIZE THE MAYOR TO EXECUTE SUCH LICENSE

C. **Calendar Resolution concerning Adopting an Annexation Plan for 1419 Chapel Road (CP Ringsaker)**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E AND THE PROVISIONS OF THE ANNOTATED CODE OF MARYLAND, LOCAL GOVERNMENT ARTICLE SECTION 4-405, AND CITY CHARTER SECTION 34 ADOPTING AN ANNEXATION PLAN FOR THE PROPERTY KNOWN AS 1419 CHAPEL ROAD CONSISTING OF A TOTAL OF 15,725 SQUARE FEET MORE OR LESS

D. **Calendar Resolution concerning Adopting an Annexation Plan for 1609 Pulaski Highway (CP Ringsaker)**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E AND THE PROVISIONS OF THE ANNOTATED CODE OF MARYLAND, LOCAL GOVERNMENT ARTICLE SECTION 4-405, AND CITY CHARTER SECTION 34 ADOPTING AN ANNEXATION PLAN FOR THE PROPERTY KNOWN AS 1609 PULASKI HIGHWAY PLUS A PORTION OF THE 30-FOOT-WIDE RIGHT-OF-WAY CONSISTING OF A TOTAL OF 1.59 ACRES MORE OR LESS

E. **Charter Resolution concerning the Annexation of 1419 Chapel Road: First Reading (CP Ringsaker)**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION, ARTICLE XI-E AND THE PROVISIONS OF THE ANNOTATED CODE OF MARYLAND, LOCAL GOVERNMENT ARTICLE SUBTITLE 3: AMENDMENT OR REPEAL OF CHARTER, AND SUBTITLE 4: ANNEXATION AUTHORIZING THE LEGISLATIVE BODY OF A MUNICIPALITY TO ANNEX PROPERTY EXTENDING THE BOUNDARIES OF THE MUNICIPALITY BY RESOLUTION TO AMEND THE CITY CHARTER, SPECIFICALLY APPENDIX A OF THE HAVRE DE GRACE CHARTER BY ADDING "SUBSECTION A.39 THE FIRST 2023 ADDITION TO THE CITY BOUNDARIES," ALONG WITH THE LEGAL DESCRIPTION OF THE ACRES OF LAND WHICH WILL ENLARGE THE BOUNDARIES OF THE CITY OF HAVRE DE GRACE TO INCLUDE 1419 CHAPEL ROAD CONSISTING OF A TOTAL OF 15,725 SQ. FT. MORE OR LESS

F. **Charter Resolution concerning Annexation of 1609 Pulaski Highway: First Reading (CP Ringsaker)**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION, ARTICLE XI-E AND THE PROVISIONS OF THE ANNOTATED CODE OF MARYLAND, LOCAL GOVERNMENT ARTICLE SUBTITLE 3: AMENDMENT OR REPEAL OF CHARTER, AND SUBTITLE 4: ANNEXATION AUTHORIZING THE LEGISLATIVE BODY OF A MUNICIPALITY TO ANNEX PROPERTY EXTENDING THE BOUNDARIES OF THE MUNICIPALITY BY RESOLUTION TO AMEND THE CITY CHARTER, SPECIFICALLY APPENDIX A OF THE HAVRE DE GRACE CHARTER BY ADDING "SUBSECTION A.39 THE SECOND 2023 ADDITION TO THE CITY BOUNDARIES," ALONG WITH THE LEGAL DESCRIPTION OF THE ACRES OF LAND WHICH WILL ENLARGE THE BOUNDARIES OF THE CITY OF HAVRE DE GRACE TO INCLUDE THE PROPERTY KNOWN AS 1609 PULASKI HIGHWAY PLUS A PORTION OF THE 30-FOOT-WIDE RIGHT-OF-WAY CONSISTING OF A TOTAL OF 1.59 ACRES MORE OR LESS

13. Ordinances:

A. **Ordinance No. 1128 concerning Approving Budget Amendment 2024-04 to Fund State Bikeways Grant and UMUC Zoning District Renderings: Second 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

B. **Ordinance concerning Approving Budget Amendment 2024-05 to Fund the Route 155 Waterline, Bridge Inspections and Waste Water Treatment Plant Grit Tank: First Reading (CM Robertson)**

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

C. **Ordinance concerning Accepting a Deed of Dedication for Property between Bulle Rock Circle and Scenic Manor: 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 CITY CHARTER SECTIONS 33, 34, 65, 66 AND 73 CONCERNING ACQUISITION OF 0.202 ACRES (MORE OR LESS) AND ACCEPTANCE OF A DEED OF DEDICATION REGARDING REAL PROPERTY LOCATED BETWEEN THE BULLE ROCK CIRCLE ON CHAPEL ROAD AND SCENIC MANOR

- D. **Ordinance concerning Amending Section 205-13 Zoning - Definitions: First Reading (CM Schneegas)**
AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND SECTION 205-13 ZONING - DEFINITIONS
- E. **Ordinance concerning Amending Chapter 2 Adequate Public Facilities and Chapter 198 Water and Sewers: First Reading (CM Boker)**
AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND CHAPTER 2 ADEQUATE PUBLIC FACILITIES AND CHAPTER 198 WATER AND SEWERS OF THE CITY CODE
- F. **Ordinance concerning Amending Portions of City Code Chapter 151 regarding Electronic Signs: First Reading (CM Schneegas)**
AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT AND LAND USE ARTICLES OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND PORTIONS OF CITY CODE CHAPTER 151 REGARDING ELECTRONIC SIGNS

14. Old Business: None

15. New Business:

- A. Special Events (Mr. Gamatoria)
 - i. Community Christmas Eve Candlelight Service, December 23, 2023
6:00 p.m.-7:45 p.m., Tydings Memorial Park
 - ii. New Year's Eve Duck Drop, December 31, 2023
10:00 p.m.-12:30 a.m., Concord Point Park
 - iii. Summer Concerts in the Park - 2024, June 7, 14, 21, 28, July 5, 12, 19, 26
7:30 p.m.-9:00 p.m., Tydings Memorial Park
 - iv. Havre de Grace Youth Sailing Program Summer Camp, June 17-August 9, 2024
8:00 a.m.-4:00 p.m., Hutchins Memorial Park

16. Directors Report:

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

17. Business from Mayor Martin

18. Business from Council:

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

19. Motion to Move into Closed Session (CP Ringsaker)
 - A. Consult with Counsel to Obtain Legal Advice
 - B. Consult with Staff, Consultants, or Other Individuals about Pending or Potential Litigation
20. Adjournment

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1127 concerning Accepting a Deed for
Bloomsbury Avenue**

(Public Hearing)

Date: **11/7/2023**

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 20, 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. 1127

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 15th 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.

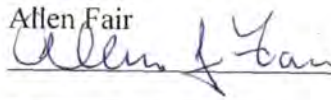
13. NOTICE.

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:



Stephen J. Gamatoria,
Director of Administration


By:

PURCHASER:
Mayor and City Council of Havre de Grace



William T. Martin, Mayor

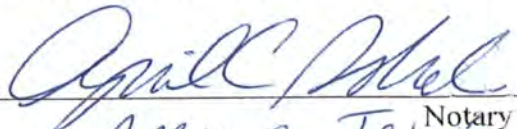
Approved for legal
sufficiency this 2nd day of
October, 2023.



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

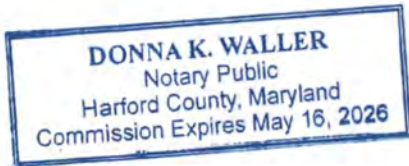
My Commission expires: 3-6-26

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

My Commission expires: May 16, 2026
Print Name

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.

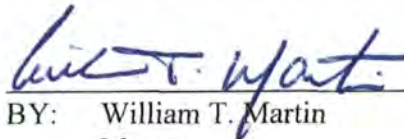
IN WITNESS WHEREOF, the parties have executed this Amendment to the Real Estate Purchase and Sale Agreement as of the dates indicated below:

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. Brinkman
Notary Public

TAMARA L. BRINKMAN
Print Name

My Commission expires: 4-12-2025

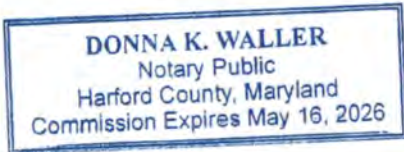
SELLER:

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

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 1128 concerning Approving Budget Amendment
2024-04 to Fund State Bikeways Grant & UMUC Zoning District
Renderings (Public Hearing & 2nd Reading)**

Date: **11/7/2023**

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 20, 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. 1128
BUDGET AMENDMENT 2024-04

Introduced by _____ Council Member Robertson _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE BY THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND SECTION 37 OF THE HAVRE DE GRACE CITY CHARTER FOR THE PURPOSE OF AMENDING THE CITY BUDGET FOR FISCAL YEAR 2024 TO FUND STATE BIKEWAYS GRANT AND UMUC ZONING DISTRICT RENDERINGS

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.

34 **WHEREAS**, the Mayor and City Council of Havre de Grace, a Maryland municipal
35 corporation, is required to establish an annual projection of anticipated revenues and proposed
36 expenses, known as the budget, for the City of Havre de Grace for the fiscal year beginning July 1,
37 2023 through June 30, 2024, said period known as fiscal year 2024; and

38 **WHEREAS**, the Mayor and City Council of Havre de Grace passed the Budget Ordinance 1109,
39 establishing the budget for Fiscal Year on June 20, 2023, pursuant to the Havre de Grace Charter Section
40 37 and by the authority of the Local Government Article of the Annotated Code of Maryland; and

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

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

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

50 **WHEREAS**, the City was awarded 2 Maryland Department of Transportation grants to
51 provide bikeways in the City limits; and

52 **WHEREAS**, the University of Maryland is closing its Harford Memorial Hospital location at
53 501 South Union Avenue; and

54 **WHEREAS**, the City is undertaking a zoning district study for the vicinity surrounding 501
55 South Union Avenue.

56 **NOW THEREFORE**, it is determined, decided, and ordained by the City Council that
57 Budget Amendment 2024-04 (Exhibit A) be included as part of the Fiscal Year 2024 Budget.
58

59
60 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

61
62
63
64 _____
65 Stephen J. Gamatoria
66 Director of Administration

67 _____
68 William T. Martin
69 Mayor

70 Introduced/First Reading: 11/6/2023
71 Public Hearing: 11/20/2023
Second Reading/Adopted:
Effective Date:

Exhibit A



INTER-CITY MEMORANDUM

To: City Council President James E. Ringsaker, Jr.
From: Mayor William T. Martin
Date: 11/7/2023
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
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In Kind Match**Description****Labor Rate****# of Hours****Amount**

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

Thu, Sep 21, 2023 at 4:45 PM

To: Timothy Bourcier <timothyb@havredegracemd.com>

Cc: "Milton Lau, AIA" , "Kyle A Kernozek, AIA LEED AP"

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 1129 concerning Approving MOU and Agreement with Harford County regarding Water Meter Vault (Public Hearing)**

Date: **11/7/2023**

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 20, 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. 1129

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.

31
32

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 I (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 I 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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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:

Public Hearing

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 HARFORD 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: _____



November 6, 2023
Council Meeting Proceedings
711 Pennington Avenue, Havre de Grace, Maryland
7:00 p.m.

The regular meeting of the Mayor and City Council was called to order on November 6, 2023, at 7:02 p.m. with Mayor Martin presiding. Council Members present: CP Ringsaker, CM Boker, CM Boyer, CM Jones, CM Robertson, and CM Schneegas.

The Pledge of Allegiance was recited, and the opening prayer was given by Elder Henry Lee, Jr., Gospel Tabernacle Church.

Approval of Minutes

City Council Meeting Minutes – CP Ringsaker moved to approve the Council Meeting minutes of October 16, 2023. Second by CM Schneegas. Motion carried 5-0 with CM Robertson abstaining due to his absence at the meeting.

Comments from Citizens

Donna Mandl, 1725 Tower Road, Aberdeen, spoke in support of the special event Winter Farmers Market.

Chuck Maslin, 100 S. Washington Street, Havre de Grace, spoke in opposition of the recent enforcement of the sign code. Mr. Maslin spoke a second time suggesting the dumpster ordinance be tabled.

Brian Bangs, 205 Alliance Street, Havre de Grace, spoke in opposition of the dumpster screening ordinance.

Tommy Bartenfelder, 4430 Graceton Road, Pylesville, spoke in opposition of the dumpster screening ordinance. Mr. Bartenfelder spoke a second time on the topic to give additional information.

Allen Fair, 3 Concord Place, Havre de Grace, spoke in opposition of the dumpster screening ordinance. Mr. Fair spoke a second time inquiring about the sign code.

Heather Deno, 2132 Pulaski Highway, Havre de Grace, spoke as a representative of the HdG Chamber of Commerce in opposition of the current sign code. The Chamber would like to work with the City and is putting together a plan to share with the City.

Barbara Wagner, 408-410 N. Union Avenue, Havre de Grace, spoke in opposition of the recent enforcement of the sign code and shared an ordinance from a city in Georgia.

Herbert Truslow, Strawberry Lane, Havre de Grace apologized for his comments at the last meeting. Mr. Truslow inquired about the paving and plowing of the lanes. He thanked Steve Gamatoria, Chris Ricci, Police Officer Dalton, and the State Deputy Comptroller for their help when his father passed away in August.

George Wagner, 408-410 N. Union Avenue, Havre de Grace, spoke in opposition to the current sign code and the dumpster screening ordinance.

Theresa Riedel-Ray, 654 Water Street, Havre de Grace, commented on the City not being business friendly and spoke in opposition of the recent enforcement of the sign code.

Mayor Martin gave the history of the sign ordinance (No. 1019, adopted August 5, 2019), which was passed unanimously by the Council members. The Mayor commented it is a balancing act of assisting the business owners in advertising their businesses and the residents who complain of too many signs. Mayor Martin explained there was a complaint recently on one business that made us have to enforce the current ordinance fairly to all businesses. The Council members can amend the sign ordinance and we will work through it together. The dumpster ordinance is having a first reading and will have a public hearing. He thanked everyone who spoke, and assured them no one is being targeted.

CP Ringsaker thanked everyone who spoke and discussed decorum. He stated they will work on the sign code.

CP Ringsaker requested amendments to the agenda: remove 7.B.i. – Reappointment of Dena Cardwell to the Youth Commission, remove 10.A – Marina Commission Report, and add 11.A. – Calendar Resolution to Approve License Agreements; amendments accepted.

Appointments

CM Boyer made a motion to approve the reappointment of Donald Horton to the Tree Commission. Second by CM Boker. Motion carried 6-0.

CM Robertson made a motion to approve the reappointment of William Howard, Jr. to the Youth Commission. Second by CM Boyer. Motion carried 6-0.

Resolutions

Calendar Resolution concerning Approving Certain License Agreements

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTIONS 33 AND 34 OF THE CITY CHARTER AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND FOR APPROVAL OF CERTAIN LICENSE AGREEMENTS

A motion to introduce was made by CM Schneegas. Second by CP Ringsaker. Motion carried 6-0. The resolution was given number 2023-17. A motion to adopt was made by CP Ringsaker. Second by CM Schneegas. After a roll call vote, motion to approve carried 6-0.

Ordinances

Ordinance No. 1125 concerning Repealing and Replacing Chapter 31-2: Amendments to the International Property Maintenance Code: 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 REPEAL AND REPLACE CHAPTER 31-2: AMENDMENTS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

A motion to introduce was made by CM Schneegas. Second by CP Ringsaker. Motion carried 6-0. A motion to adopt was made by CM Robertson. Second by CP Ringsaker. After a roll call vote, motion to approve carried 6-0.

Ordinance No. 1126 concerning Accepting a Deed for 105 Wilson Street: Second Reading

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

A motion to introduce was made by CP Ringsaker. Second by CM Boker. Motion carried 6-0. A motion to adopt was made by CM Boyer. Second by CM Boker. After a roll call vote, motion to approve carried 6-0.

Ordinance concerning Accepting a Deed for Bloomsbury Avenue: First Reading

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

A motion to introduce was made by CP Ringsaker. Second by CM Boyer. Motion carried 6-0. The ordinance was given number 1127. A motion to adopt was made by CM Jones. Second by CM Schneegas. After a roll call vote, motion to approve carried 6-0. The public hearing will be November 20, 2023 at 7:00 p.m.

Ordinance concerning Adding Section 205-11 - Dumpster Screening: First Reading

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

SECTION 205-11 K. DUMPSTER SCREENING

A motion to introduce was made by CM Schneegas. Second by CM Boker. Motion to introduce failed 5-1, with CM Boyer, CM Schneegas, CM Jones, CM Robertson, and CM Boker voting no.

Ordinance concerning Approving Budget Amendment 2024-04 to Fund State Bikeways Grant and UMUC Zoning District Renderings: First Reading

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

A motion to introduce was made by CM Robertson. Second by CM Schneegas. Motion carried 6-0. The ordinance was given number 1128. A motion to adopt was made by CM Robertson. Second by CM Schneegas. After a roll call vote, motion to approve carried 6-0. The public hearing will be November 20, 2023 at 7:00 p.m.

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

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

A motion to introduce was made by CP Ringsaker. Second by CM Boker. Motion carried 6-0. The ordinance was given number 1129. A motion to adopt was made by CM Boyer. Second by CM Schneegas. After a roll call vote, motion to approve carried 6-0. The public hearing will be November 20, 2023 at 7:00 p.m.

New Business

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

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. A motion to approve was made by CM Robertson. Second by CP Ringsaker. Motion carried 6-0.

Directors Report

Steve Gamatoria, Director of Administration: Mr. Gamatoria reported the internal process for reappointments to boards/commissions will change whereby the administrative assistant will notify the chairperson when appointments are expiring a couple months in advance so we can give feedback to the Mayor for consideration of the reappointment. Heather Deno was commended along with the HdG Chamber of Commerce for taking an active role regarding the sign code and bringing their recommendations to the Administration and Council in the future. Mr. Gamatoria agreed with CP Ringsaker that input from citizens is welcomed, but officials and employees should not be spoken down to and commented that our receptionist has to put up with that a lot and she has been informed to contact the Police Department when citizens become out of hand – we don't treat citizens disrespectfully and will not allow our employees to be treated disrespectfully. The Volunteer Fair held by the Arts Collective on October 17 was very well attended, their required A&E District report has been submitted, and beginning November 17, Gallery220 will be holding an Artist's Review with four artists; Mr. Gamatoria appreciates the work being done and communication with the Arts Collective.

Tim Bourcier, Director of Planning: Mr. Bourcier thanked everyone for the first steps on getting the budget amendment so they can get the bike lane project rolling and finish up the hospital zoning project. There has been discussions with Upper Chesapeake and our consultants – things are looking good and are moving forward on time. He appreciated the feedback on the dumpster ordinance – it was taken to the Planning Commission with a public hearing, but they didn't hear from anyone; he looks forward to working with everyone to fix the ordinance so it works for everyone in the community. Regarding the signs, they never had anyone apply for the permit, which is when they would explain the guidelines; when there was a complaint they investigated and enforced the law fairly. Permits for October – 39 overall, 12 new construction (9 Bulle Rock, 3 downtown), and 8 renovations.

Bridgette Johnson, Director of Economic Development & Tourism: Ms. Johnson reported the FEMA BRIC (Building Resilience in Communities) grant was submitted for \$4.2 million; the project would create 445,000 sf of low wetlands and pools around the Lilly Run floodplain – Wanda Boker wrote the grant and the experts in City Hall who helped with the information for the grant were recognized: Tim Whittie, Naomi Wright, Steve Gamatoria, Marisa Willis, Dianne Klair, Maury Thackston, EJ Millisor, and Adam Rybczynski; if awarded, it would start in October, 2024. A grant for \$150,000 will be submitted to the Chesapeake Bay Trust on December 6 for maintenance of the living shoreline. She is working with Eric Lawrence in the Planning Department on an assessment of sidewalks in the City to submit a CBDG grant in the spring of 2024. The Economic Advisory Board will meet on November 15 at 4 p.m. at City Hall – Tim Whittie will give a presentation on the Lilly Run Project. The Holly Jolly Parade will be Friday, December 1 at 6:30 p.m., horse-drawn sleigh rides will be December 8 & 16 and the sponsor is Amtrak. The Holly Jolly Fridays will be December 8 & Saturday, December 16 (changed date). You can support local businesses on Plaid Friday - November 24 and Shop Small Saturday – November 25. The Tourism Advisory Board will meet on November 15 at 10 a.m. at the Police Station. After an inquiry from CM Boyer, Ms. Johnson reported on the advertising and marketing of the events.

George DeHority, Director of Finance: Mr. DeHority thanked the Council for moving forward with the budget amendment. He reported on the current financial condition of General Fund 1, Water/Sewer Fund 9, and Marina Fund 8. The General Fund balance is \$8,792,100, which is \$1,298,800 below budget; this deficit this time of year is not out of the ordinary. The Water/Sewer Fund 9 balance is \$3,689,700, which is \$354,200 above budget. The Marina Fund 8 balance is \$504,400, which is \$30,300 below budget.

EJ Millisor, Director of Public Works: Mr. Millisor reported the hydrant flushing is being done, which is done twice a year to ensure water quality and adequate water flow to firefighters, residents, and businesses. They are in the process of decorating the City. Paving was completed on Tidewater from Kathryn to Spinnaker, and included Anchor Court, Whitney Court, and Willow Way. Since 2022, we have nearly 2 linear miles of new paved roads. They have implemented some citizen suggestions on the Lilly Run Restoration Project; the next input session meeting on the project will be November 21 at 6 p.m. in City Hall. In the City, residents can dispose of motor oil and anti-freeze at the entrance of the Waste Water Treatment Plant (4 Jerry Foster Way), but the county is offering a free service of household hazardous waste collection on November 11, 8 a.m.-12 p.m. at 3139 Scarboro Road in Street; they will also offer this on February 6, and May 11 of next year.

Chief Teresa Walter, Havre de Grace Police Department: Chief Walter reported on TLC – Take all your valuables out of your vehicle, Lock your vehicle and home, Call the Police Department if you are the victim of a crime or see suspicious activity. The Chief had the opportunity to be a judge at the Halloween Costume Contest- it was a great event and she appreciates the downtown businesses being involved with the trick or treating. The police officers are participating in No Shave November to raise money for Relay for Life. Veterans Day is November 11 – Chief Walter thanked the police officers and clerical staff who are veterans for their service, as well as some of our Directors and Council members who are veterans.

Business from Mayor Martin

Mayor Martin reported on the electric trolleys for October – they ran for 12 days, shuttled 2,100 people for a total of 1,454 miles with no incidents. Harford County School Superintendent Dr. Sean Bulson was recognized for being named Maryland Superintendent of the Year. The events team led by Bambi Johnson has done a nice job with good concerts coming to the STAR Centre and nice plays coming to the Opera House; Tusk (Fleetwood Mac cover band) is this weekend and Wizards of Winter (similar to Manheim Steamroller) on November 25; people were encouraged to join us at the upcoming events. The Oyster Feast is November 18 at the STAR Centre- \$75/person, all you can eat and \$15 of the ticket price goes to the participating non-profit of your choice. The Mayor commented on Veterans Day and recognized and thanked our veterans.

Business from Council

Council Member Boyer: CM Boyer gave information on the Annual Community Thanksgiving Dinner. Details were given on the CTP (Consolidated Transportation Program) Tour she attended with the Harford Delegation on November 1 – the Rt. 40 & Otsego Street intersection is #5 on the state's top 10 list; need residents and business owners to highlight this problem to all their representatives in local, state, and federal government. The Public Safety Committee held a public input session on October 17 regarding traffic concerns in Grace Manor – 14 citizens gave input; the Public Safety Committee concluded the two root causes are volume and speed. The meeting notes will be made available through the City. Summary of meeting - since the meeting, the following information was confirmed: (1) the road was always designed to be a throughway; (2) parking within the

development was planned to be within the garages and driveways; (3) the intersection of Grace Manor and Chapel Road recently failed a traffic study and as a result, the intersection must be improved prior to approval of further development; and (4) Grace Manor is 30 feet wide, typical travel lanes are 10 feet wide and car parking is typically 8 feet. Enforcement - Chief Walter was thanked for the increased enforcement; the Committee requests a report of the findings from the Police Department's recent efforts to include the speed spy and enforcement efforts. Traffic Calming Efforts - the Committee requests funding for a traffic engineering firm to analyze the roadways and make recommendations. Development - the Committee requests the administration stay firm on the requirement for developers of property to make improvements to lessen the impact of additional volume of traffic caused by the development and the Committee recommends the Council request the intersection of I-95 and Rt. 155 be added to the County's priority list for the Maryland State Highway Administration. Access to Rt. 40 - the Committee requests the Administration study the feasibility of connecting either Hall Court or Brian Garth to Lewis Lane and the Committee requests the residents of Havre de Grace engage with their state and federal elected officials to gain their support to improve the intersections of Rt. 40 and Otsego as well as I-95 and Rt. 155.

Council Member Schneegas: CM Schneegas invited people to the State Theater on November 16 for the Soroptomists of HdG's Grease Movie Night & Fashion Show to raise money for scholarships. The Marina Commission meeting is November 8 at 4:30 p.m. at City Hall – contact her if you would like anything related to the Marina discussed at the meeting.

Council Member Robertson: CM Robertson gave information on the Veterans Day Parade on November 11 at 11 a.m. from Washington Street to St. John Street.

Council Member Boker: CM Boker reported he met with citizens on Warren Street to discuss issues about a clogged water main drain and traffic stop sign – he spoke to DPW Director Millisor and the issues were handled quickly – Director Millisor and the DPW workers were thanked for their assistance. He attended the Employee of the Quarter event, which highlights City staff; HR Manager Dr. Ricci was recognized for creating this event. On October 28, he attended the dedication of the marker for the Colored School; Mayor Martin and County Councilman Bennett, both school teachers, gave great speeches. The Think Big groundbreaking was October 19 outside City Hall and well attended by staff. The Harmers Town ribbon cutting was a fantastic event. He thanked the Police Department, the Hose Company, and EMTs who keep us safe at night.

Council Member Jones: CM Jones congratulated Harford County School Superintendent Dr. Sean Bulson for being named Maryland Superintendent of the Year. The Colored School was congratulated for their historical marker; she was at a conference in southern Maryland and unable to attend, but supports their work and is sure she would have had a great time at the event. Harford Community College and Harford County NAACP had their Civil Rights Tour on October 21 – one of the stops was the Colored School along with other places in HdG – they received great feedback and are looking forward to it being an annual event. She attended the Harmers Town ribbon cutting – Graw Alley is a fabulous, warm and welcoming space – people were encouraged to visit. She will be attending the Oyster Feast and hopes to see people there. The HdG Public Library is having a book sale November 7, 8, 9, & 11 at 10 a.m. CM Jones commented that she and her colleagues on the Council have the same goal in mind and echoed the request for patience and respect from community members when addressing issues – she is here to learn and make HdG better for everyone.

Council President Ringsaker: CP Ringsaker explained that he voted yes in favor of the dumpster ordinance under the introduction so it could be brought to the floor for needed discussion and then Council members could vote no on it moving forward; he explained why he would have voted no for it to move forward and hopes in the future that if Council members don't agree with it that they will vote no under the question and not under the introduction. The City of Aberdeen is having their election tomorrow – wished everyone luck. Cub Scout Pack 802, Cub Scout Pack 967, and both boy's side and girl's side of Boy Scout Troop 967 were hosted at tonight's Council meeting. The HdG Cheerleaders finished 3rd in the regionals and qualified for states, the Boy's Cross Country team just qualified for states, the Girl's Cross Country team just qualified for states, the Girl's Soccer team for the first time in HdG history beat Liberty 2-1 in quarter finals and will play in the semi-finals on Saturday, the Football team beat North East at their homecoming game 49-10 – went into playoffs as #7 seed against the #2 seed Brunswick and upset them 35-32 – thanks to Joe Spencer for providing fried chicken – we play Boonsboro on Friday in the semi-finals. He will be announcing Rec Football championships on Saturday at Harris Field. Warrior Proud, Grace on Top!

Closed Session

CP Ringsaker made a motion to move into closed session at 9:35 p.m. under General Provision Article Section 3-305(b) (1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; (7) to consult with counsel to obtain legal advice; and (8) to consult with council about pending or potential litigation. Second by CM Schneegas. Motion carried 6-0. [See closing statement below.]

Adjournment

CP Ringsaker made a motion to adjourn at 9:36 p.m. Second by CM Jones. Motion carried 6-0.

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

Submitted by: Tamara Brinkman

PRESIDING OFFICER’S ORAL STATEMENT

FOR CLOSING A MEETING

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

Motion to go into a closed session upon adjournment of the open session on Monday, November 6, 2023 to consider the following matters:

- 1. To discuss employment contract of the Director of Finance.
- 2. To consult with counsel to obtain legal advice.
- 3. To consult with City staff and the City Attorney about pending or potential litigation.

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

- (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; and
- (7) To consult with counsel to obtain legal advice; and
- (8) To consult with staff, consultants, or other individuals about pending or potential litigation

The reason for closing the meeting is:

Discussions concerning specific employee performance are entitled to confidentiality.

Consultations with the City Attorney regarding advice and pending or potential litigation are entitled to confidentiality under the attorney client privilege.

THE CITY COUNCIL WILL NOT RESUME OPEN SESSION AFTER THE CLOSED SESSION AND VOTES, IF ANY, WILL BE RECORDED IN PUBLIC AT THE COUNCIL MEETING ON NOVEMBER 20, 2023.

PUBLIC VERSION – CLOSED SESSION
MINUTES OF HAVRE DE GRACE CITY COUNCIL MEETING

Monday, November 6, 2023

City Hall
711 Pennington Avenue
Havre de Grace, MD 21078

Time of Closed Session: 9:44 PM

Place: City Hall, Mayor's office.

Purpose: To discuss employment contract of the Director of Finance, to consult with the City Attorney to obtain legal advice, and to consult with staff and the City Attorney to discuss pending and potential litigation.

Persons Attending: Council President Ringsaker and Council Members Boker; Boyer; Robertson, Jones; Schneegas. Also present: Mayor Martin, City Attorney Ishak, R. Taylor; C. Ricci; A. Rybczynski, S. Gamatoria.

Vote to go into Closed Session: Council President Ringsaker, 2nd by Council Member Schneegas, with all six Council Members present voting in favor, and 0 voting against. Motion passes 6-0.

Authority under Section 3-305 for the closed session: General Provision Article 3-305(b)(1), (7) and (8) (refer to Closing Statement).

Topics actually discussed:

1. Discussion with City staff regarding the status of the contract for the City's Director of Finance, George DeHority.
Action taken: Council Member Robertson moved to approve the one-year contract extension for the Director of Finance. Second by Council President Ringsaker. Motion passes 6-0.
2. The next item discussed was the status of a lawsuit pending against the City filed by citizen Elena Hutton in the Circuit Court for Harford County. The trial is scheduled for October 8-9, 2024.
Action taken: None.
3. The City Attorney and S. Gamatoria provided an update on the Opioid Multi-District Litigation (MDL).
Action taken: Council Member Robertson moved to approve naming the additional defendants to the Multi-district lawsuit as recommended by special litigation counsel. Second by Council Member Jones. Motion approved by a vote of 6-0.
4. The City Attorney updated the Council on the PFAS Multi-District Litigation.
Action taken: Council Member Robertson moved to keep the City in the PFAS Multi District and NOT to opt out of the settlement. Second by Council Member Boyer. Motion passes 6-0.

Council Member Robertson moved to adjourn the closed session, second by Council President Ringsaker. Motion carries 6-0.

Time of Adjournment of Closed Session: 10:07 PM

PRESIDING OFFICER'S ORAL STATEMENT

FOR CLOSING A MEETING

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

Motion to go into a closed session upon adjournment of the open session on **Monday, November 6, 2023** to consider the following matters:

1. To discuss employment contract of the Director of Finance.
2. To consult with counsel to obtain legal advice.
3. To consult with City staff and the City Attorney about pending or potential litigation.

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

- (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; and**
- (7) To consult with counsel to obtain legal advice; and**
- (8) To consult with staff, consultants, or other individuals about pending or potential litigation**

The reason for closing the meeting is:

Discussions concerning specific employee performance are entitled to confidentiality.

Consultations with the City Attorney regarding advice and pending or potential litigation are entitled to confidentiality under the attorney client privilege.

THE CITY COUNCIL WILL NOT RESUME OPEN SESSION AFTER THE CLOSED SESSION AND VOTES, IF ANY, WILL BE RECORDED IN PUBLIC AT THE COUNCIL MEETING ON NOVEMBER 20, 2023.

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

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

1. **Recorded vote to close the meeting:** Date: 11/6/23; Time of Vote to Close: 9:35 PM;
Location: City Hall Council Chambers, 711 Pennington Avenue, Havre de Grace, Maryland 21078;
Motion to close meeting made by: CP Ringsaker; Seconded by: CM Schneegas;
Members in favor: Johnny Boker (Y/N), Casi Boyer (Y/N), Vicki Jones (Y/N), Jim Ringsaker (Y/N),
Jason Robertson (Y/N), Tammy Lynn Schneegas (Y/N);
Abstaining: N/A;
Absent: N/A

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

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

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

Continued →

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

Citation (insert # from above)	Topic	Reason for closed-session
§3-305(b) (1)	Employment contract for Director of Finance.	Discussions concerning specific employee performance are entitled to confidentiality.
§3-305(b) (7)	To consult with counsel to obtain legal advice.	Consultations with the City Attorney regarding advice are entitled to confidentiality under the attorney client privilege.
§3-305(b) (8)	To consult with staff, consultants, or other individuals about pending or potential litigation	Consultations with the City Attorney regarding pending or potential litigation are entitled to confidentiality under the attorney client privilege.

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

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

Start Time of closed session: 9:44 PM

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

Purpose(s): To discuss employment contract of the Director of Finance, to consult with counsel to obtain legal advice, and to consult with council about pending or potential litigation.

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

Abstaining: N/A;

Absent: N/A.

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

OTHERS: Mayor Martin; S. Gamateria; R. Taylor; A. Rybezinski; C. Ricci; A. Ishak (City Attorney)

Authority under § 3-305 for the closed session: (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; (7) To consult with counsel to obtain legal advice; and (8) consult with council about pending or potential litigation.

Topics actually discussed: See minutes

Actions taken (if any): See minutes

see Minutes

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

Motion to adjourn made by: Robertson; Second by: Ringsaker; Time: 10:07

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

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Resolution concerning Authorizing a License Agreement for the Replacement of an Existing Fence at 213 N. Juniata Street**

Date: **11/14/2023**

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 20, 2023
 In Confidential File Drawer

Approve:

Johnny Boker Yes No No Comment

Comment: _____

Casi Boyer Yes No No Comment

Comment: _____

Vicki Jones Yes No No Comment

Comment: _____

Jim Ringsaker Yes No No Comment

Comment: _____

Jason Robertson Yes No No Comment

Comment: _____

Tammy Lynn Schneegas Yes No No Comment

Comment: _____

Note: N/A

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2023-__

Introduced by _____ Council Member Schneegas

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTIONS 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 AN EXISTING FENCE AT 213 NORTH JUNIATA STREET AND A SECTION OF GREEN STREET RIGHT-OF-WAY AND TO AUTHORIZE THE MAYOR TO EXECUTE SUCH LICENSE

WHEREAS, the LICENSEE is the owner of the property located at 213 N. Juniata Street in Havre de Grace, Maryland; and

WHEREAS, the LICENSEE has completed a permit application and has obtained approval from the City to encroach on City right-of-way for the replacement of an existing fence at the corner of 213 N. Juniata Street and Green Street right-of-way; and

WHEREAS, the fence is in accordance with the description in the permit application, and will not adversely impact the right-of-way; and

WHEREAS, the fence will promote the health, safety, and welfare of the public and serve the City’s general purposes; and

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

WHEREAS, the License attached as Exhibit A conforms to the requirements of Resolution No. 2020-21 and the Department of Planning Memorandum dated November 13, 2023 attached as Exhibit B describes the location of the sign; and

WHEREAS, the Council has authorized the Mayor to execute such LICENSE, which LICENSE will not become binding until it is signed by the Mayor and attested by the Director of Administration.

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

44
45 ADOPTED by the City Council of Havre de Grace, Maryland this ____ day of _____, 2023.

46
47 SIGNED by the Mayor and attested by the Director of Administration this ____ day of _____,
48 2023.

49
50
51 ATTEST:

THE MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE, MARYLAND

52
53
54 _____
55 Stephen J. Gamatoria
56 Director of Administration

William T. Martin
Mayor

57
58
59 Introduced: 11/20/2023

60 Passed/Adopted:

61
62 Effective Date:

EXHIBIT A



City of Havre de Grace

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

410-939-1800

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LICENSE AGREEMENT

This AGREEMENT is made this _____ day of _____, 2023,
between the Mayor and City Council of Havre de Grace, Maryland (“City”) and David and Victoria
Sessions (“Licensee”).

WHEREAS, the LICENSEE is the owner of the property located at 213 N. Juniata Street
in Havre de Grace, Maryland; and

WHEREAS, the LICENSEE has completed a permit application and has obtained approval
from the City to encroach on City right-of-way for the replacement of an existing fence at the
corner of 213 N. Juniata Street and Green Street right-of-way; and

WHEREAS, the fence is in accordance with the description in the permit application, and
will not adversely impact the right-of-way; and

WHEREAS, the fence will promote the health, safety, and welfare of the public and serve
the City’s general purposes; and

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

WHEREAS, the Council has authorized the Mayor to execute such LICENSE, which
LICENSE will not become binding until it is signed by the Mayor and attested by the Director of
Administration.

26 NOW THEREFORE, in consideration of the promises contained herein, the parties agrees
27 as follows:

28 **1. Property**

29 The City grants to the LICENSEE a LICENSE to encroach into the City's right-of-way at
30 the corner of 213 N. Juniata Street and Green Street.

31 **2. Terms of Use**

32 Licensee agrees:

- 33 a. Application for a LICENSE of City property shall be accompanied by a \$50.00
34 administrative fee.
- 35 b. The LICENSEE is required to pay all costs associated with the LICENSE and the
36 property, including but not limited to maintenance, repair, utilities, taxes, and
37 insurance.
- 38 c. The structural improvements encroach onto **235**+/- square feet of the City right of way.
- 39 d. The right-of-way and items placed in the right-of-way shall be properly secured and
40 not create a public nuisance. The right-of-way shall also be kept in good condition at
41 all times and maintained as necessary.
- 42 e. The existing fence in the City right-of-way shall not adversely affect traffic in terms of
43 accessibility, safety and connectivity.
- 44 f. The City reserves the right to revoke the terms of the LICENSE at any time at no cost
45 to the City.
- 46 g. Any alterations to the fence outside what's provided in application for this LICENSE
47 must be approved by City Council, and/or any future proposed installation in the City
48 right-of-way will require the City Council to review and approve an amended
49 LICENSE agreement prior to receiving any permits nor starting construction.
- 50 h. The License Agreement for fence is limited to the LICENSEE and will expire upon
51 sale or transfer of ownership of the property.

52
53 **3. Indemnity.**

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

59 **4. Restoration.**

60 The Licensee shall be responsible for all costs or expenses to restore the City right-of-way
61 after termination of the permitted use. The City may undertake the restoration and all costs and
62 expenses shall be assessed against the Licensee and the property owner, and such costs will become
63 a lien on the property until fully paid.

64 **5. Maintenance.**

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

70 **6. Term**

71 This Agreement shall expire December 31, 2025, unless the City terminates or modifies
72 this Agreement. In its sole discretion, the City Council may renew or extend this Agreement upon
73 the request of the Licensee.

74 **7. Permitted Use.**

75 The temporary permitted use allowed by this Agreement is limited to the following:
76 *replacement of an existing fence.* Any disagreement between the parties about the type of use, the
77 location of the use, or any special conditions required, shall be resolved by the City's Director of
78 Planning or his designee in his sole discretion.

79 **8. Entire Agreement.**

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

81

82 **9. No Waiver**

83 The Licensee agrees that the City’s failure to enforce any of the terms herein shall not
84 constitute a waiver.

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

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

88 **11. No Assignment**

89 This License may not be assigned by the Licensee without the express written consent of
90 the City, which continuation may be permitted by the City in its sole discretion if the proposed
91 assignee continues the current use of the property for the remainder of the License term.

92 **12. Specific Enforcement/Breach of Contract/Attorneys’ Fees**

93 In any legal action to enforce the terms of this License, for declaratory action, or to recover
94 damages for breach of the terms of this License filed by any party, the City shall be entitled to
95 recover reasonable attorneys’ fees and costs from the Licensee or its successor or assigns for its
96 successful prosecution or defense of such claims.

97 WITNESS our hands and seals.

98
99 WITNESS/ATTEST:

LICENSEE: _____

100
101
102 _____

Signature

103
104
105

106 WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE, MARYLAND

107

108

109

110

111 _____
Stephen J. Gamatoria
112 Director of Administration

William T. Martin
Mayor

113

114

115 APPROVED AS TO LEGAL SUFFICIENCY:

116

117

118 _____
April C. Ishak, City Attorney

119

120 THIS LICENSE AGREEMENT RELATES TO

121 PERMIT #2024-0130.



EXHIBIT B

City of Havre de Grace

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

410-939-1800

DEPARTMENT OF PLANNING MEMORANDUM

November 13, 2023

To: Steve Gamatoria, Director of Administration

From: Eric Lawrence, Associate City Planner

**Re: 213 North Juniata Street - License Agreement
David and Victoria Sessions, Permit No. 2024-0130
Request for a license to use approximately 95 feet-long section of the city's right-of-way
along Juniata Street and 140 feet long section of the city right-of-way along Green Street**

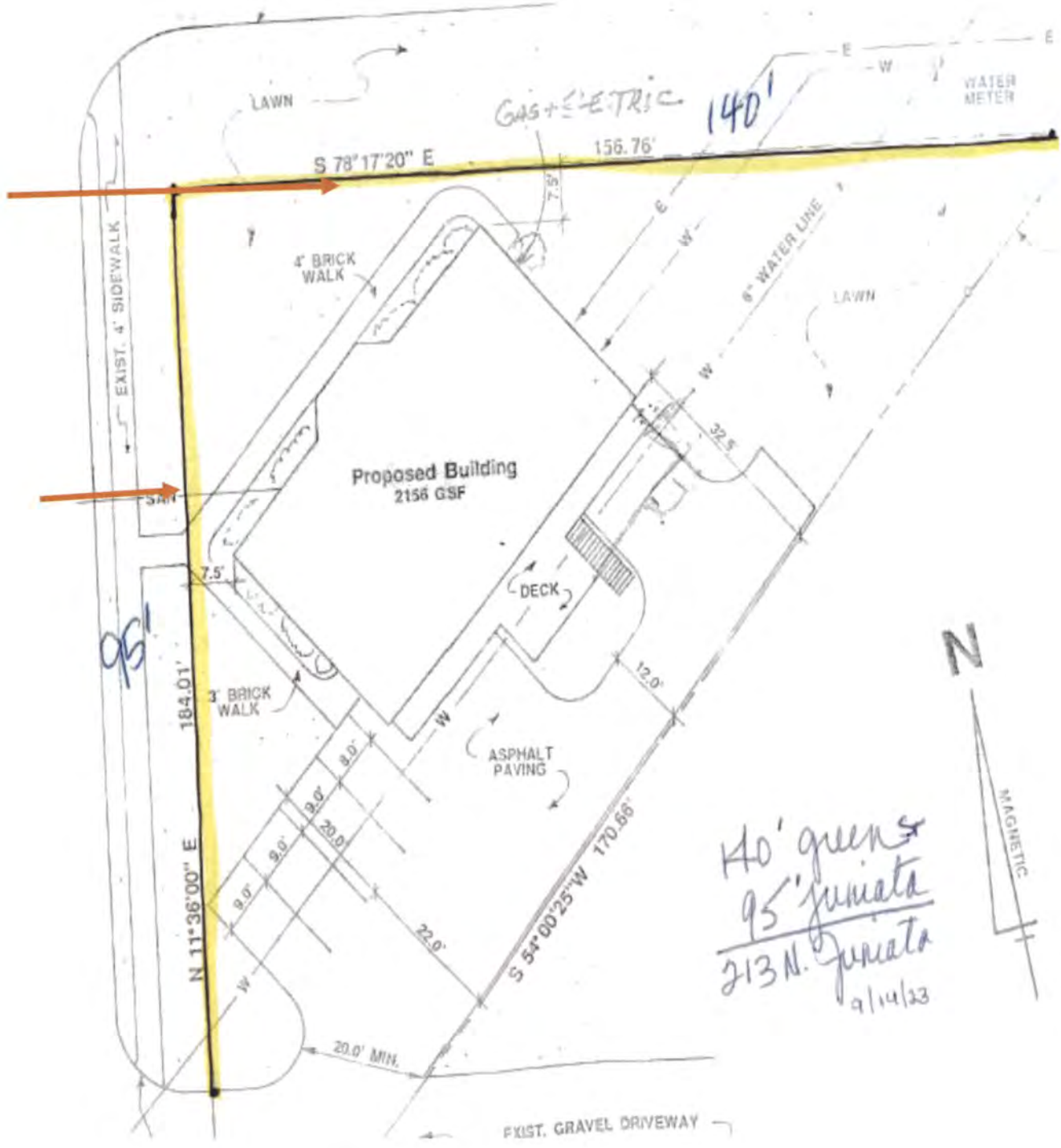
The Department of Planning has received an application for permission to replace an existing fence that encroaches into the Juniata and Green Street right-of-way for a total of 235 linear feet as part of an existing commercial dwelling at the intersection of Juniata and Green Street. Should the City Council approve the requested License Agreement, the Department of Planning recommends the following conditions:

- a. Application for a LICENSE of City property shall be accompanied by a \$50.00 administrative fee.
- b. The LICENSEE is required to pay all costs associated with the LICENSE and the property, including but not limited to maintenance, repair, utilities, taxes, and insurance.
- c. The structural improvements encroach onto **235+/-** square feet of the City right of way.
- d. The right-of-way and items placed in the right-of-way shall be properly secured and not create a public nuisance. The right-of-way shall also be kept in good condition at all times and maintained as necessary.
- e. The existing fence in the City right-of-way shall not adversely affect traffic in terms of accessibility, safety and connectivity.
- f. The City reserves the right to revoke the terms of the LICENSE at any time at no cost to the City.
- g. Any alterations to the fence outside what's provided in application for this LICENSE must be approved by City Council, and/or any future proposed installation in the City right-of-way will require the City Council to review and approve an amended LICENSE agreement prior to receiving any permits nor starting construction.
- h. The License Agreement for fence is limited to the LICENSEE and will expire upon sale or transfer of ownership of the property.

A copy of the site plan indicating the dimensions and location of the existing fence, 2023 Zoning, 11.13.23 site photos, and 2018 site photo of the subject's property are included with this memo.

cc: Tammy Brinkman, Administrative Assistant
Tim Bourcier, Director of Planning
Marisa Willis, Planner
Colleen Critzer, Permits Clerk

SITE PLAN OF EXISTING FENCE LOCATION AND DIMENSIONS



213 North Juniata Street (2023-0130)

- EXISTING FENCE IN CITY ROW.
- ENCROACHES APROXIMATELY 18 INCHES

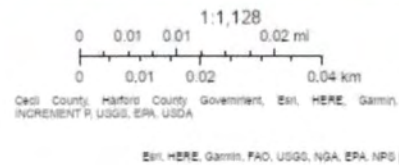
2023 (RB) ZONING FOR 213 North Juniata Street

2023 Zoning Map-213 N. Juniata St.



11/13/2023, 2:36:31 PM

- Hydrology Polygons
- Centerline
- Harford County Boundary
- Cadastral
- Havre de Grace Zoning 100 Year Flood Zone
- R2
- RB
- AE



10.13.2023 SITE PHOTOS FOR 213 NORTH JUNIATA STREET

Facing east



Facing south



11.13.2023 SITE PHOTOS FOR 213 NORTH JUNIATA STREET



SITE PHOTO – SPLIT RAIL WOODEN FENCE REPLACED BY METAL BLACK FENCE



CITY COUNCIL

READ FILE COVER SHEET

Subject: **Resolution concerning Authorizing a License Agreement for the Replacement of an Existing Awning at 323 St. John Street**

Date: **11/15/2023**

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

Purpose:

- FYI
 Read and Comment as Needed
 Action Required by November 20, 2023
 In Confidential File Drawer

Approve:

Johnny Boker Yes No No Comment

Comment: _____

Casi Boyer Yes No No Comment

Comment: _____

Vicki Jones Yes No No Comment

Comment: _____

Jim Ringsaker Yes No No Comment

Comment: _____

Jason Robertson Yes No No Comment

Comment: _____

Tammy Lynn Schneegas Yes No No Comment

Comment: _____

Note: N/A

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2023-___

Introduced by _____ Council Member Schneegas

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTIONS 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 AN EXISTING AWNING AT 323 SAINT JOHN STREET RIGHT-OF-WAY AND TO AUTHORIZE THE MAYOR TO EXECUTE SUCH LICENSE

WHEREAS, the LICENSEE is the owner of the property located at 323 St. John Street in Havre de Grace, Maryland; and

WHEREAS, the LICENSEE has completed a permit application and has obtained approval from the City to encroach on City right-of-way for the replacement of an existing awning at 323 St. John Street right-of-way; and

WHEREAS, the awning is in accordance with the description in the permit application, and will not adversely impact the right-of-way; and

WHEREAS, the awning will promote the health, safety, and welfare of the public and serve the City’s general purposes; and

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

WHEREAS, the License attached as Exhibit A conforms to the requirements of Resolution No. 2020-21 and the Department of Planning Memorandum dated November 13, 2023 attached as Exhibit B describes the location of the sign; and

WHEREAS, the Council has authorized the Mayor to execute such LICENSE, which LICENSE will not become binding until it is signed by the Mayor and attested by the Director of Administration.

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

43
44 ADOPTED by the City Council of Havre de Grace, Maryland this ____ day of _____, 2023.

45
46 SIGNED by the Mayor and attested by the Director of Administration this ____ day of _____,
47 2023.

48
49
50 ATTEST:

THE MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE, MARYLAND

53 _____
54 Stephen J. Gamatoria
55 Director of Administration

William T. Martin
Mayor

56
57
58 Introduced: 11/20/2023

59 Passed/Adopted:

60
61 Effective Date:

EXHIBIT A



City of Havre de Grace

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

410-939-1800

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LICENSE AGREEMENT

This AGREEMENT is made this _____ day of _____, 2023,
between the Mayor and City Council of Havre de Grace, Maryland (“City”) and Anita Swayne
 (“Licensee”).

WHEREAS, the LICENSEE is the owner of the property located at 323 St. John Street in
 Havre de Grace, Maryland; and

WHEREAS, the LICENSEE has completed a permit application and has obtained approval
 from the City to encroach on City right-of-way for the replacement of an existing awning at 323
 St. John Street right-of-way; and

WHEREAS, the awning is in accordance with the description in the permit application,
 and will not adversely impact the right-of-way; and

WHEREAS, the awning will promote the health, safety, and welfare of the public and serve
 the City’s general purposes; and

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

WHEREAS, the Council has authorized the Mayor to execute such LICENSE, which
 LICENSE will not become binding until it is signed by the Mayor and attested by the Director of
 Administration.

26 NOW THEREFORE, in consideration of the promises contained herein, the parties agrees
27 as follows:

28 **1. Property**

29 The City grants to the LICENSEE a LICENSE to encroach into the City's right-of-way at
30 323 St. John Street.

31 **2. Terms of Use**

32 Licensee agrees:

- 33 a. Application for a LICENSE of City property shall be accompanied by a \$50.00
34 administrative fee.
- 35 b. The LICENSEE is required to pay all costs associated with the LICENSEE and the
36 property, including but not limited to maintenance, repair, utilities, taxes, and
37 insurance.
- 38 c. The structural improvements encroach onto 72+/- square feet of the City right of way.
- 39 d. The right-of-way and items placed in the right-of-way shall be properly secured and
40 not create a public nuisance. The right-of-way shall also be kept in good condition at
41 all times and maintained as necessary.
- 42 e. The existing awning in the City right-of-way shall not adversely affect traffic in terms
43 of accessibility, safety and connectivity.
- 44 f. The City reserves the right to revoke the terms of the LICENSE at any time at no cost
45 to the City.
- 46 g. Any alterations to the awning outside what's provided in application for this LICENSE
47 must be approved by City Council, and/or any future proposed installation in the City
48 right-of-way will require the City Council to review and approve an amended
49 LICENSE agreement prior to receiving any permits nor starting construction.
- 50 h. The License Agreement for awning is limited to the LICENSEE and will expire upon
51 sale or transfer of ownership of the property.

52
53 **3. Indemnity.**

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

59 **4. Restoration.**

60 The Licensee shall be responsible for all costs or expenses to restore the City right-of-way
61 after termination of the permitted use. The City may undertake the restoration and all costs and
62 expenses shall be assessed against the Licensee and the property owner, and such costs will become
63 a lien on the property until fully paid.

64 **5. Maintenance.**

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

70 **6. Term**

71 This Agreement shall expire December 31, 2025, unless the City terminates or modifies
72 this Agreement. In its sole discretion, the City Council may renew or extend this Agreement upon
73 the request of the Licensee.

74 **7. Permitted Use.**

75 The temporary permitted use allowed by this Agreement is limited to the following:
76 *replacement of an existing awning.* Any disagreement between the parties about the type of use,
77 the location of the use, or any special conditions required, shall be resolved by the City's Director
78 of Planning or his designee in his sole discretion.

79 **8. Entire Agreement.**

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

81

82 **9. No Waiver**

83 The Licensee agrees that the City’s failure to enforce any of the terms herein shall not
84 constitute a waiver.

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

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

88 **11. No Assignment**

89 This License may not be assigned by the Licensee without the express written consent of
90 the City, which continuation may be permitted by the City in its sole discretion if the proposed
91 assignee continues the current use of the property for the remainder of the License term.

92 **12. Specific Enforcement/Breach of Contract/Attorneys’ Fees**

93 In any legal action to enforce the terms of this License, for declaratory action, or to recover
94 damages for breach of the terms of this License filed by any party, the City shall be entitled to
95 recover reasonable attorneys’ fees and costs from the Licensee or its successor or assigns for its
96 successful prosecution or defense of such claims.

97 WITNESS our hands and seals.

98 WITNESS/ATTEST:

LICENSEE: _____

100 _____
101 _____
102 _____

Signature

103
104
105

106 WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE, MARYLAND

107

108

109

110

111 _____
Stephen J. Gamatoria
112 Director of Administration

111 _____
William T. Martin
112 Mayor

113

114

115 APPROVED AS TO LEGAL SUFFICIENCY:

116

117

118 _____
April C. Ishak, City Attorney

119

120 THIS LICENSE AGREEMENT RELATES TO

121 PERMIT #2024-0204.



EXHIBIT B City of Havre de Grace

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

410-939-1800

DEPARTMENT OF PLANNING MEMORANDUM

November 13, 2023

To: Steve Gamatoria, Director of Administration

From: Eric Lawrence, Associate City Planner

**Re: 323 Saint John Street- License Agreement
Anita Swayne, Permit No. 2024-0204
Request for a license to use approximately 72 square feet of the city's right-of-way along
Saint John Street.**

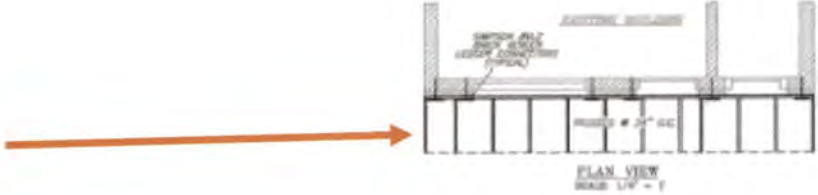
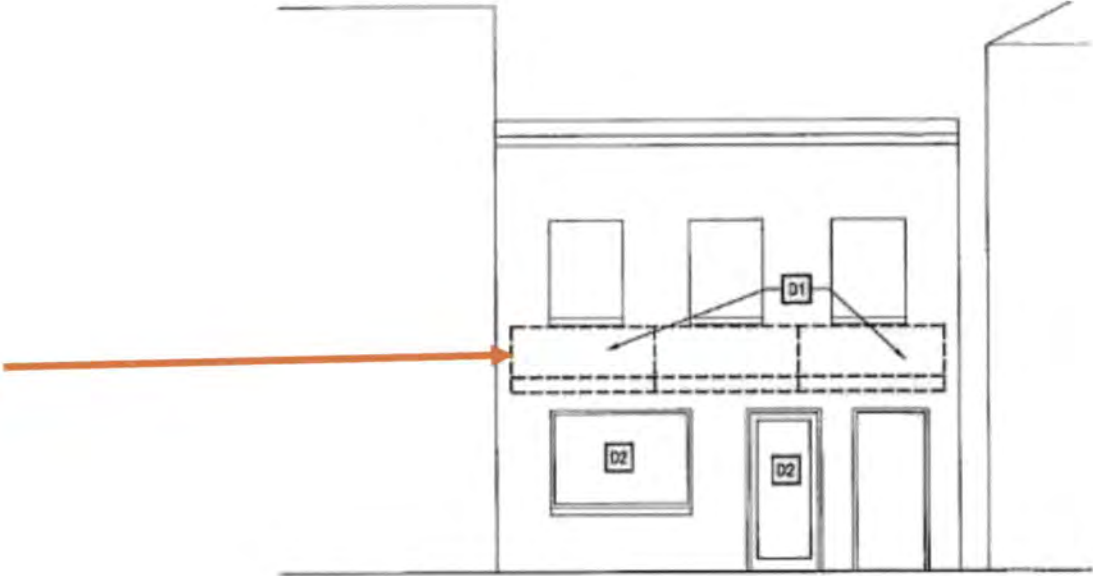
The Department of Planning has received an application for permission to replace an existing 18-foot by 4-foot awning that encroaches into the Saint John Street right-of-way for a total of 72 square feet as part of an existing commercial building. Should the City Council approve the requested License Agreement, the Department of Planning recommends the following conditions:

- a. Application for a LICENSE of City property shall be accompanied by a \$50.00 administrative fee.
- b. The LICENSEE is required to pay all costs associated with the LICENSEE and the property, including but not limited to maintenance, repair, utilities, taxes, and insurance.
- c. The structural improvements encroach onto 72+/- square feet of the City right of way.
- d. The right-of-way and items placed in the right-of-way shall be properly secured and not create a public nuisance. The right-of-way shall also be kept in good condition at all times and maintained as necessary.
- e. The existing awning in the City right-of-way shall not adversely affect traffic in terms of accessibility, safety and connectivity.
- f. The City reserves the right to revoke the terms of the LICENSE at any time at no cost to the City.
- g. Any alterations to the awning outside what's provided in application for this LICENSE must be approved by City Council, and/or any future proposed installation in the City right-of-way will require the City Council to review and approve an amended LICENSE agreement prior to receiving any permits nor starting construction.
- h. The License Agreement for awning is limited to the LICENSEE and will expire upon sale or transfer of ownership of the property.

A copy of the plan indicating the dimensions and location of the proposed awning, 2023 zoning, 11.13.23 and June 2018 photo of the subject's property are included with this memo.

cc: Tammy Brinkman, Administrative Assistant
Tim Bourcier, Director of Planning
Marisa Willis, Planner
Colleen Critzer, Permits Clerk

PLAN OF PROPOSED AWNING LOCATION AND DIMENSIONS

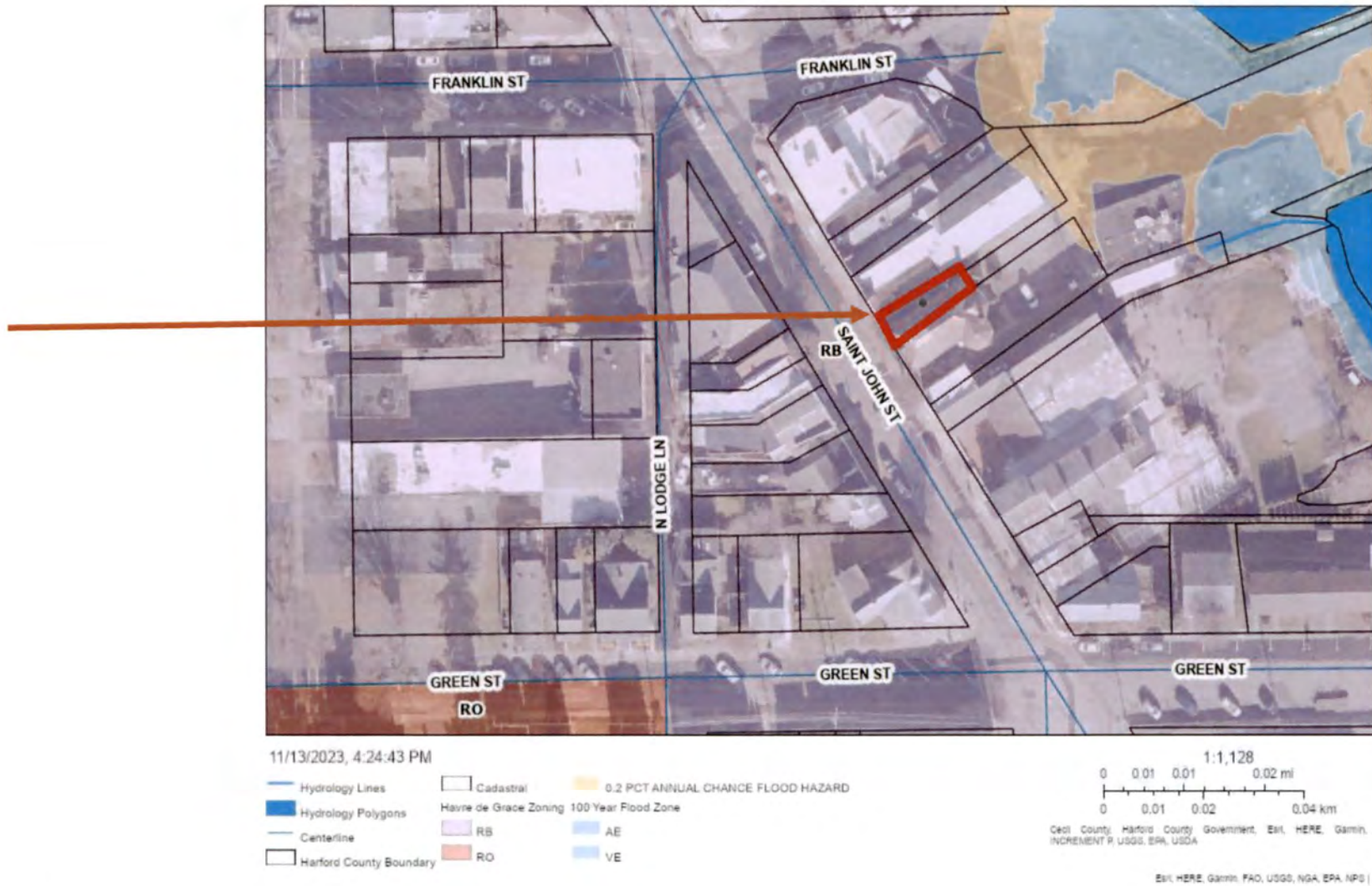


323 Saint John Street (2023-0204)

- REPLACE AWNING IN CITY ROW.
- ENCROACHES APROXIMATELY FIVE FEET

2023 ZONING FOR 323 SAINT JOHN STREET

2023 Zoning Map-323 Saint John Street



10.13.2023 SITE PHOTOS FOR 323 SAINT JOHN STREET

Facing northeast



Facing southeast



11.13.2023 SITE PHOTOS FOR 323 SAINT JOHN STREET



06.2018 SITE PHOTOS FOR 323 SAINT JOHN STREET



CITY COUNCIL

READ FILE COVER SHEET

Subject: **Calendar Resolution concerning Adopting an Annexation Plan for 1419 Chapel Road**

Date: **11/16/2023**

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

Purpose:

- FYI
 Read and Comment as Needed
 Action Required by November 20, 2023
 In Confidential File Drawer

Approve:

Johnny Boker Yes No No Comment

Comment: _____

Casi Boyer Yes No No Comment

Comment: _____

Vicki Jones Yes No No Comment

Comment: _____

Jim Ringsaker Yes No No Comment

Comment: _____

Jason Robertson Yes No No Comment

Comment: _____

Tammy Lynn Schneegas Yes No No Comment

Comment: _____

Note: N/A

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2023-_____

Introduced by _____ Council President Ringsaker

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E AND THE PROVISIONS OF THE ANNOTATED CODE OF MARYLAND, LOCAL GOVERNMENT ARTICLE SECTION 4-405, AND CITY CHARTER SECTION 34 ADOPTING AN ANNEXATION PLAN FOR THE PROPERTY KNOWN AS 1419 CHAPEL ROAD CONSISTING OF A TOTAL OF 15,725 SQUARE FEET MORE OR LESS

WHEREAS, the Mayor and City Council of Havre de Grace (“City”) seeks to annex certain Property located at 1419 Chapel Road, consisting of 15,725 sq. ft. more or less, and adopt this Annexation Plan in furtherance of the proposed Charter Resolution for Annexation (“Charter Resolution” or “Annexation Resolution”); and

WHEREAS, the property to be annexed consists of 15,725, sq. ft. more or less located on the north side of Chapel Road westbound, situated and lying in the Sixth Election District of Harford County, Maryland as set forth more fully below; and

WHEREAS, the property is adjacent to property already within the municipal limits of the City, and will not create an enclave;

WHEREAS, the annexation is consistent with the Municipal Growth Element of the City’s 2010 Comprehensive Plan, and specifically the annexation of properties on a case-by-case basis along Chapel Road between Tydings Road and Shawnee Brooke Drive;

NOW THEREFORE, the Mayor and City Council adopt the following Annexation Plan for the property, as defined herein:

THE ANNEXATION PLAN FOR ONE PARCEL OF LAND LOCATED AT 1419 CHAPEL ROAD FOR A TOTAL OF 15,725 sq. ft. MORE OR LESS

1. Introduction. The property proposed to be annexed in this Plan is a residential lot situated along the north side of the westbound lane of Chapel Road at the entrance to the residential community known as Gracecroft (although it is not formerly part of Gracecroft, having been in place prior to the establishment of that development). For

46 identification purposes, the Property being annexed consists of one parcel known as
47 1419 Chapel Road, with the total land area being 15,725 sq. ft., more or less, (the
48 "Property"). The Property to be annexed is reflected on the property description and
49 survey attached as **Exhibit A** and is more particularly described in the following deed
50 filed among the Land Records of Harford County:

51
52 1419 Chapel Road, Tax Map 44, Grid 3F, Parcel 246, Account ID No. 06-005667,
53 and described in a Deed dated April 7, 2017 and recorded among the Land Records
54 of Harford County, Maryland, in Liber/Book 12343, folio/page 432, from Dennis
55 M. Moore and Marilee F. Moore to Christopher Skelley and Iris Skelley, husband
56 and wife.

- 57
- 58 2. Current Conditions. Currently there is one residence located on the Property and two
59 resident voters. The Property to be annexed is serviced by City water and sewer and
60 currently has a private trash service. The property owner has requested the proposed
61 annexation of the Property.
62
 - 63 3. Current Zoning. The Property is currently zoned R2 on the official zoning maps of
64 Harford County.
65
 - 66 4. Future Proposed Use. The owner of the Property has indicated that it intends to continue
67 the current use as an owner-occupied single-family residence.
68
 - 69 5. Proposed Zoning. Proposed zoning for the Property will be R1. No amendment to the
70 City's zoning code will be required for the continued use as currently proposed. The
71 use is also consistent with the Comprehensive Plan for the City of Havre de Grace and
72 uses of adjoining properties.
73
 - 74 6. Public Facilities. There is currently no requirement that the land subject to this
75 Annexation Plan be set aside for a school site, water or sewer treatment facilities,
76 libraries, recreation, or fire, EMS or police departments, except that any public
77 easements to be dedicated to the City for purposes of access to any portion of the public
78 water/sewer line which may run through or along the annexed Property may be
79 required. The current annexation plan shall be reviewed for anticipated infrastructure
80 needs. As for water and sewer capacity, the City currently has the water and sewer
81 capacity for this the Property and the owner will be required to pay for all required
82 connection and capital cost recovery fees set forth in the City Code for any new
83 connections. In addition, infrastructure improvements for water pressure and volume
84 of delivery may be required depending on future development plans and will be
85 separately considered at that time. Until a site plan or building permit is approved for
86 such subsequent development of the property, water and sewer capacity for increased
87 or new demand and use remain uncommitted and not guaranteed. Water and/or sewer
88 line upgrades for future increased use must be paid by the owner of the parcel at the
89 property owner's expense, and any recorded recoupments will need to be collected
90 prior to such connections. If there are any additional required infrastructure
91 improvements, including but not limited to water and sewer capacity or distribution

92 upgrades, they shall all be paid for by the owner/developers of the property along with
93 required bonding for performance and maintenance. The owners/developers of the
94 Property shall be charged the standard capital cost recovery charges, user benefit fees
95 and all other fees and charges associated with connection to the City's water and sewer
96 systems. Water and Sewer service rates shall be charged at the generally applicable
97 rates and pursuant to the conditions generally applied by the City. The Property may
98 be subject to recoupment agreements or cost recovery charges for water and sewer as
99 may be authorized by City ordinances, the Annexation Resolution, Annexation
100 Agreement, and/or Public Works Agreement, or separate agreements for capital cost
101 recoupment that may be recorded among the Land Record for Harford County. After
102 the effective date of the annexation, the water and sewer charges will be commensurate
103 with the fees charged to citizens of Havre de Grace which will be prorated from the
104 effective date through the end of the first quarterly billing cycle.

- 105
- 106 7. Trash Removal. Once annexed, the Property will be serviced by the City's trash
107 removal services and will be charged for all applicable for the tipping fee on the
108 quarterly water/sewer bill.
- 109
- 110 8. Fire Protection. Fire protection shall continue to be provided to the Property by the
111 Susquehanna Hose Company, Inc. pursuant to conditions applicable to other properties
112 within the corporate boundaries of the City and properties outside of the municipal
113 limits.
- 114
- 115 9. Schools – Library – Recreation. The scope of the development on the Property is
116 limited to the current single family residential use. As such, no recreation element is
117 required, and no additional school or library expansions will be needed as a result of
118 the proposed annexation.
- 119
- 120 10. Real Property Taxes. The Property shall be taxed by the City at generally applicable
121 rates. If the land is subject to an abatement request due to an enterprise zone
122 designation.
- 123
- 124 11. EMS. EMS protection shall be provided to the Property by the Havre de Grace
125 Ambulance Corps, Inc. and Harford County Emergency Services pursuant to the
126 conditions applicable to other properties within the corporate boundaries of the City
127 and properties outside of the municipal limits.
- 128
- 129 12. Police. Police protection shall be provided to the Property by the Havre de Grace Police
130 Department pursuant to the conditions to other properties within the corporate
131 boundaries of the City and properties outside of the municipal limits in accordance with
132 current mutual aid agreements and policies with the County and neighboring
133 municipalities.
- 134
- 135 13. Timing of Municipal Services. The municipal services contemplated by this
136 Annexation shall be provided at such time as the Annexation Resolution (Charter
137 Resolution) becomes final after the time for referendum has expired.

138 14. Annexation Agreement and Public Works Agreement. The Mayor is authorized to enter
139 into an Annexation Agreement and/or Public Works Agreement with and the
140 owners/developers of the Property detailing the terms of this Annexation Plan and any
141 other appropriate conditions, if required by the City based on recommendations by the
142 Director of the Department of Planning, the Director of the Department of Public
143 Works and/or the City Attorney prior to any development or connections to City water
144 and sewer. The provisions of this Annexation Plan are to be considered minimum
145 requirements and additional requirements (including capital cost recovery fees) or more
146 stringent requirements which may be added and addressed in an Annexation Agreement
147 and/or Public Works Agreement, or both, or as otherwise provided in the Annexation
148 Resolution (Charter Resolution).

150 **NOW THEREFORE**, it is this 20th day of November, 2023 determined, decided and resolved by
151 the Mayor and City Council:

- 152
- 153 1. To adopt the Annexation Plan set forth herein.
- 154
- 155 2. To introduce the Charter Resolution (Annexation Resolution) at the November 20,
- 156 2023 City Council meeting;
- 157
- 158 3. To hold a hearing on the Charter Resolution (Annexation Resolution) on January 2,
- 159 2024 at 7 p.m.
- 160

162 ADOPTED by the City Council of Havre de Grace, Maryland this 20th day of November, 2023.

164 ATTEST:	THE MAYOR AND CITY COUNCIL
	OF HAVRE DE GRACE, MARYLAND

168 Stephen J. Gamatoria	William T. Martin
169 Director of Administration	Mayor

171 Introduced: 11/20/2023
 172 Passed/Adopted:
 173 Effective Date:
 174

175 Note: Once approved by City Council, this calendar Resolution is to be attached as Exhibit B to
176 the Charter Resolution (Annexation Resolution) referenced herein.

Exhibit A

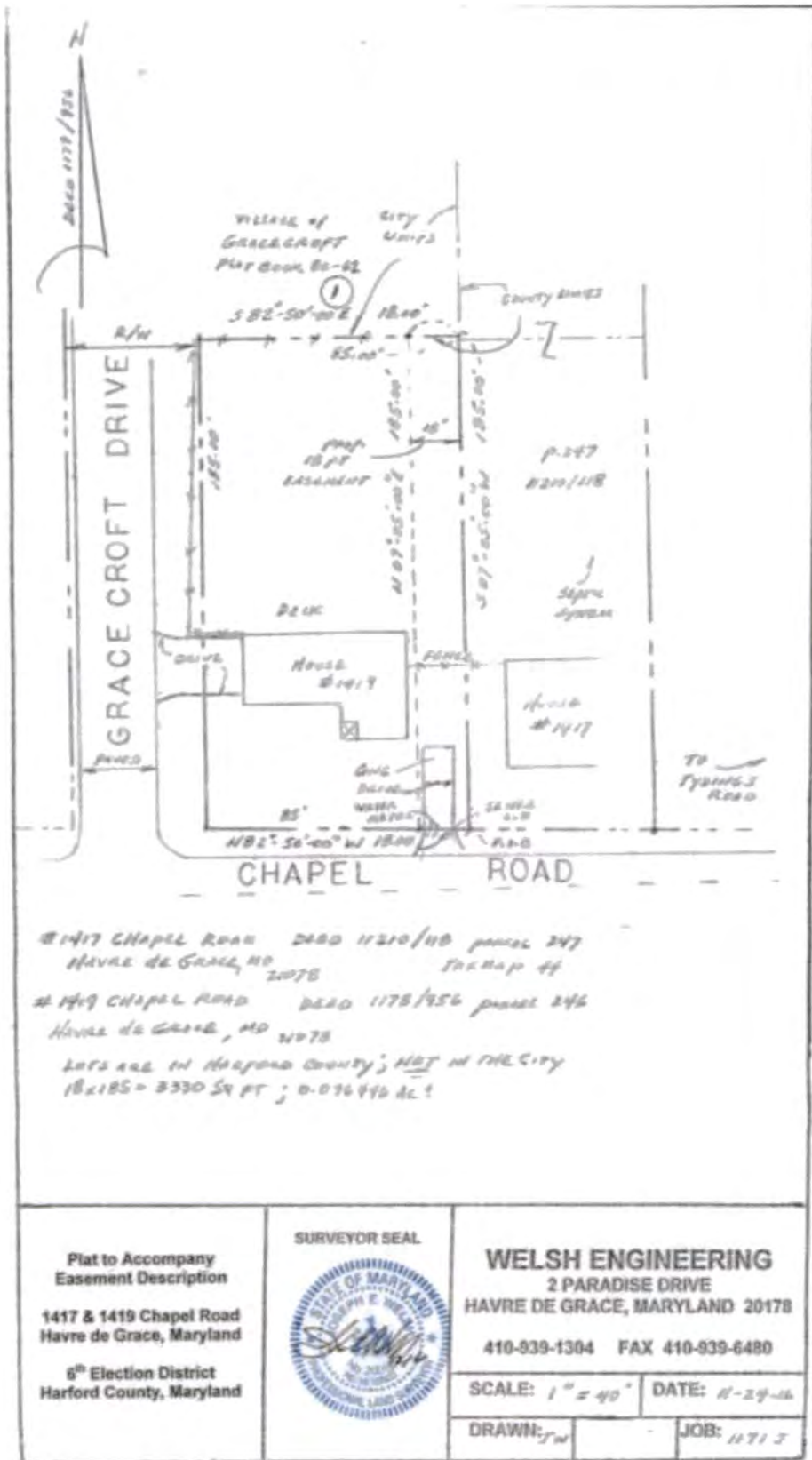
Property Description of Land

To be Annexed into the City of Havre de Grace

1419 Chapel Road

Consisting of 15,725 Square Feet More or Less

Beginning for the same at a point on the northerly side of the road leading from Havre de Grace to Wesleyan Chapel, known as Chapel Road distant fifteen feet northwesterly from the southwesterly corner of the lot heretofore conveyed by deed from G. Arnold Pfaffenbach to William Ellsworth Fletcher and Minnie L. Fletcher, his wife, dated July 14, 1951 and recorded among the Land Records of Harford County in Liber G.R.G. 359, Folio 508; and running thence parallel with the westerly line of said lot conveyed by deed to William Ellsworth Fletcher and Minnie L. Fletcher, his wife, as aforesaid North 7° 05' East 185 feet to a point; thence parallel with the northerly side of Chapel Road North 82° 50' West 85 feet to a point; thence parallel with the aforesaid lot heretofore conveyed by deed from G. Arnold Pfaffenbach to William Ellsworth Fletcher and Minnie L. Fletcher, his wife, South 7° 05' West 185 feet to the northerly side of Chapel Road, thence with the northerly side of Chapel Road South 82° 50' East 85 feet to the place of beginning.



CITY COUNCIL

READ FILE COVER SHEET

Subject: **Calendar Resolution concerning Adopting an Annexation Plan
for 1609 Pulaski Highway**

Date: **11/16/2023**

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

Purpose:

- FYI
 Read and Comment as Needed
 Action Required by November 20, 2023
 In Confidential File Drawer

Approve:

Johnny Boker Yes No No Comment

Comment: _____

Casi Boyer Yes No No Comment

Comment: _____

Vicki Jones Yes No No Comment

Comment: _____

Jim Ringsaker Yes No No Comment

Comment: _____

Jason Robertson Yes No No Comment

Comment: _____

Tammy Lynn Schneegas Yes No No Comment

Comment: _____

Note: N/A

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2023-_____

Introduced by _____ Council President Ringsaker

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E AND THE PROVISIONS OF THE ANNOTATED CODE OF MARYLAND, LOCAL GOVERNMENT ARTICLE SECTION 4-405, AND CITY CHARTER SECTION 34 ADOPTING AN ANNEXATION PLAN FOR THE PROPERTY KNOWN AS 1609 PULASKI HIGHWAY PLUS A PORTION OF THE 30-FOOT-WIDE RIGHT-OF-WAY CONSISTING OF A TOTAL OF 1.59 ACRES MORE OR LESS

WHEREAS, the Mayor and City Council of Havre de Grace (“City”) seeks to annex certain Property located at 1609 Pulaski Highway plus a portion of the 30-foot-wide right-of-way consisting of 1.59 acres more or less (“Property”), and adopt this Annexation Plan in furtherance of the proposed Charter Resolution for Annexation (“Charter Resolution” or “Annexation Resolution”); and

WHEREAS, the property to be annexed consists of 1.59 acres ft. more or less located on the north side of the westbound lane of Pulaski Highway, situated and lying in the Sixth Election District of Harford County, Maryland as set forth more fully below; and

WHEREAS, the Property is adjacent to property already within the municipal limits of the City, and the annexation will not create an enclave;

WHEREAS, the annexation is consistent with the Municipal Growth Element of the City’s 2010 Comprehensive Plan, and specifically the Municipal Growth Element and City expansion along Pulaski Highway/Route 40;

NOW THEREFORE, the Mayor and City Council adopt the following Annexation Plan for the property, as defined herein:

THE ANNEXATION PLAN FOR ONE PARCEL OF LAND LOCATED AT 1609 PULASKI HIGHWAY PLUS A PORTION OF THE 30-FOOT-WIDE RIGHT-OF-WAY CONSISTING OF A TOTAL OF 1.59 ACRES MORE OR LESS

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1. Introduction. The property proposed to be annexed in this Plan is a commercial lot situated along the north side of the westbound lane of Pulaski Highway with an unoccupied building that was formerly a bank. For identification purposes, the Property being annexed consists of one parcel known as 1609 Pulaski Highway, with the total land area being 1.478 acres more or less together with a portion of the adjacent 30-foot-wide State Highway right-of-way consisting of 0.112 acres more or less. The Property to be annexed is reflected on the property description and survey attached as **Exhibit A** and is more particularly described in the following deed filed among the Land Records of Harford County:

1609 Pulaski Highway, Tax Map 52, Grid 1F, Parcel 223, Account ID No. 06-002978, and described in a Deed dated December 15, 2020 and recorded among the Land Records of Harford County, Maryland, in Liber/Book 14374, folio/page 441, from Columbian Bank FSB to 2612 Laurel Bush Road LLC.

2. Current Conditions. Currently there is one unoccupied commercial office building located on the Property and no resident voters are present. The Property to be annexed is not serviced by City water or sewer. The Property is serviced by County water and private septic systems. The property owner has requested the proposed annexation of the Property.
3. Current Zoning. The Property is currently zoned Commercial Industrial district on the official zoning maps of Harford County.
4. Future Proposed Use. The owner of the Property has indicated that it intends to continue the commercial use of the property and will be submitting a site plan on proposed development.
5. Proposed Zoning. Proposed zoning for the Property will be C-Commercial. No amendment to the City’s zoning code will be required for the proposed use. The proposed use is also consistent with the Comprehensive Plan for the City of Havre de Grace and uses of nearby properties.
6. Public Facilities. There is currently no requirement that the land subject to this Annexation Plan be set aside for a school site, water or sewer treatment facilities, libraries, recreation, or fire, EMS or police departments, although construction of a public sewer and/or water line may be required and/or public easements may need to be dedicated to the City by the owner for purposes of access to any portion of the public water/sewer line which may run through or along the annexed Property. The current annexation plan shall be reviewed for anticipated infrastructure needs. As for water and sewer capacity, the City estimates that it currently has the water and sewer capacity for the Property. However, infrastructure improvements for water pressure and volume of delivery may be required and will be separately considered at the time of site plan approval. ***Until a site plan is approved, water and sewer capacity remain uncommitted and not guaranteed.*** Water and/or sewer lines must be extended to the respective parcels at the property owner’s expense, and any recorded recoupments will need to be

91 collected prior to such connections. If there are any additional required infrastructure
92 improvements, including but not limited to increased water and sewer capacity or
93 distribution, they shall all be paid for by the owner/developers of the property along
94 with required bonding for performance and maintenance. The owners/developers of the
95 Property shall be charged the standard capital cost recovery charges, user benefit fees
96 and all other fees and charges associated with connection to the City's water and sewer
97 systems. Water and Sewer service rates shall be charged at the generally applicable
98 rates and pursuant to the conditions generally applied by the City. The Property may
99 be subject to recoupment agreements or cost recovery charges for water and sewer as
100 may be authorized by City ordinances, the Annexation Resolution, Annexation
101 Agreement, and/or Public Works Agreement, or separate agreements for capital cost
102 recoupment that may be recorded among the Land Record for Harford County.

- 103
- 104 7. Trash Removal. Once annexed, the Property will be serviced by private commercial
105 trash removal services and will not be billed for the City trash removal services.
106
- 107 8. Fire Protection. Fire protection shall continue to be provided to the Property by the
108 Susquehanna Hose Company, Inc. pursuant to conditions applicable to other properties
109 within the corporate boundaries of the City and properties outside of the municipal
110 limits.
111
- 112 9. Schools – Library – Recreation. The scope of the development on the Property is
113 limited to commercial use. As such, no recreation element is required, and no additional
114 school or library expansions will be needed as a result of the proposed annexation.
115
- 116 10. Real Property Taxes. The Property shall be taxed by the City at generally applicable
117 rates. If the land is subject to an abatement request due to an enterprise zone designation
118
- 119 11. EMS. EMS protection shall be provided to the Property by the Havre de Grace
120 Ambulance Corps, Inc. and Harford County Emergency Services pursuant to the
121 conditions applicable to other properties within the corporate boundaries of the City
122 and properties outside of the municipal limits.
123
- 124 12. Police. Police protection shall be provided to the Property by the Havre de Grace Police
125 Department pursuant to the conditions to other properties within the corporate
126 boundaries of the City and properties outside of the municipal limits in accordance with
127 current mutual aid agreements and policies with the County and neighboring
128 municipalities.
129
- 130 13. Timing of Municipal Services. Municipal services shall be provided at such time as the
131 Annexation Resolution (Charter Resolution) becomes final after the time for
132 referendum has expired.
133
- 134 14. Annexation Agreement and Public Works Agreement. The Mayor is authorized to enter
135 into an Annexation Agreement and/or Public Works Agreement with and the
136 owners/developers of the Property detailing the terms of this Annexation Plan and any

137 other appropriate conditions, if required by the City based on recommendations by the
138 Director of the Department of Planning, the Director of the Department of Public
139 Works and/or the City Attorney prior to any development or connections to City water
140 and sewer. The provisions of this Annexation Plan are to be considered minimum
141 requirements and additional requirements (including capital cost recovery fees) or more
142 stringent requirements which may be added and addressed in an Annexation Agreement
143 and/or Public Works Agreement, or both, or as otherwise provided in the Annexation
144 Resolution (Charter Resolution).

145
146 **NOW THEREFORE**, it is this 20th day of November, 2023 determined, decided and resolved by
147 the Mayor and City Council:

- 148
149 1. To adopt the Annexation Plan set forth herein.
150
151 2. To introduce the Charter Resolution (Annexation Resolution) at the November 20,
152 2023 City Council meeting;
153
154 3. To hold a hearing on the Charter Resolution (Annexation Resolution) on January 2,
155 2024 at 7 p.m.

156
157
158 ADOPTED by the City Council of Havre de Grace, Maryland this 20th day of November, 2023.

159
160 ATTEST: THE MAYOR AND CITY COUNCIL
161 OF HAVRE DE GRACE, MARYLAND

162
163
164 _____
165 Stephen J. Gamatoria
166 Director of Administration

167 _____
168 William T. Martin
169 Mayor

170 Introduced: 11/20/2023
171 Passed/Adopted:
Effective Date:

172 Note: Once approved by City Council, this calendar Resolution is to be attached as Exhibit B to
173 the Charter Resolution (Annexation Resolution) referenced herein.

Exhibit A

**ANNEXATION OF LAND TO
THE CITY OF HAVRE DE GRACE**

**ROAD ADJOINING THE LAND AT
1609 PULASKI HIGHWAY
HAVRE de GRACE, MARYLAND**

**6TH ELECTION DISTRICT
HARFORD COUNTY, MARYLAND**

BEGINNING FOR THE SAME at a point at the southeasterly corner of a parcel located in the City of Havre de Grace labelled "Open Space, Parcel A" as shown on a plat of Greenway Farms, Revised Final Plat One Phase One as recorded in the Land Records of Harford County in Plat Book 126 Folio 18, said point having coordinates of North 682,181.21 East 1,561,691.58, and leaving said point and running thence with the easterly side of a 30 ft. right-of-way with bearings based upon the plat

South 22 degrees 55 minutes 43 seconds East 140.58 feet, thence crossing the 30 ft. right-of-way as shown on State Road Plat 3854

South 67 degrees 04 minutes 17 seconds West 30.00 feet, thence with the westerly side of the 30ft. right-of-way and with the former bank side,

North 22 degrees 55 minutes 43 seconds West 165.76 feet to the Northeast corner of the land of the former bank as described in a deed dated Dec. 15, 2020 from Cecil Bank to 2612 Laurel Bush Road LLC as recorded in the Land Records of Harford County in Liber 14374 Folio 441 and running with the 30 ft. right-of-way

North 22 degrees 55 minutes 43 seconds West 49.95 feet to a point on the current City limits and thence with the City limit South 44 degrees 41 minutes 07 seconds East 80.93 feet, to the point of beginning,

Containing 5,343.75 square feet, 0.1227 acre acres as shown on the attached drawing and based on a survey by Welsh Engineering. The annexed land is the 30 ft. lane East and North of the former bank site, a.k.a. 1609 Pulaski Highway



**ANNEXATION OF LAND TO
THE CITY OF HAVRE DE GRACE**

**1609 PULASKI HIGHWAY
HAVRE de GRACE, MARYLAND**

**6TH ELECTION DISTRICT
HARFORD COUNTY, MARYLAND**

BEGINNING AT A POINT on the City Limits of the City of Havre de Grace at a point on the westerly side of a 30 foot right-of-way that adjoins the land known as 1609 Pulaski Highway, said point of beginning being shown on State Road Plat 3854 and leaving said point and running South 12 degrees 02 minutes 41 seconds West 71.88 feet to a point on the northerly right-of-way of the through road of Pulaski Highway as shown on State Road Plat 2049

and running thence along U.S. 40 Pulaski Highway by a curve to the right having a radius of 5,654.58 and arc length of 247.79 feet and a chord with bearing and distance of South 47 degrees 34 minutes 42 seconds West 247.77 feet,

thence leaving Pulaski Highway and running North 42 degrees 00 minutes 36 seconds West 200.00 feet

North 47 degrees 53 minutes 27 seconds East 360.15 feet to a point on old 30 foot right-of-way and running with the 30 ft. right-of-way along the City Limits of the City of Havre de Grace South 22 degrees 55 minutes 43 seconds East 165.76 feet to the point of beginning, containing 1.4735 acres.



CITY COUNCIL

READ FILE COVER SHEET

Subject: **Charter Resolution concerning the Annexation of
1419 Chapel Road**

(1st Reading)

Date: **11/16/2023**

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

Purpose:

- FYI
 Read and Comment as Needed
 Action Required by November 20, 2023
 In Confidential File Drawer

Approve:

Johnny Boker Yes No No Comment

Comment: _____

Casi Boyer Yes No No Comment

Comment: _____

Vicki Jones Yes No No Comment

Comment: _____

Jim Ringsaker Yes No No Comment

Comment: _____

Jason Robertson Yes No No Comment

Comment: _____

Tammy Lynn Schneegas Yes No No Comment

Comment: _____

Note: N/A

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

CHARTER RESOLUTION NO. _____
(ANNEXATION)

Introduced by _____ Council President Ringsaker

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION, ARTICLE XI-E AND THE PROVISIONS OF THE ANNOTATED CODE OF MARYLAND, LOCAL GOVERNMENT ARTICLE SUBTITLE 3: AMENDMENT OR REPEAL OF CHARTER, AND SUBTITLE 4: ANNEXATION AUTHORIZING THE LEGISLATIVE BODY OF A MUNICIPALITY TO ANNEX PROPERTY EXTENDING THE BOUNDARIES OF THE MUNICIPALITY BY RESOLUTION TO AMEND THE CITY CHARTER, SPECIFICALLY APPENDIX A OF THE HAVRE DE GRACE CHARTER BY ADDING “SUBSECTION A.39 THE FIRST 2023 ADDITION TO THE CITY BOUNDARIES,” ALONG WITH THE LEGAL DESCRIPTION OF THE ACRES OF LAND WHICH WILL ENLARGE THE BOUNDARIES OF THE CITY OF HAVRE DE GRACE TO INCLUDE 1419 CHAPEL ROAD CONSISTING OF A TOTAL OF 15,725 SQ. FT. MORE OR LESS

On: 11/20/2023

at: 7:00 p.m.

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

PUBLIC HEARING

A Public Hearing is scheduled for January 2, 2024 at 7:00 p.m.

**CHARTER Resolution No.
(Annexation)**

34 **WHEREAS**, the land subject to this annexation resolution is eligible for annexation since
35 the land is contiguous and adjoining the existing corporate boundaries of the City, and the
36 annexation will not create an unincorporated area as it is bounded on all sides by: (i) property
37 presently within the corporate limits of the City; (ii) real property proposed to be within the
38 corporate limits of the City as a result of the proposed annexation; or (iii) any combination of such
39 properties; and
40

41 **WHEREAS**, the owners of not less than twenty-five percent (25%) of the assessed value
42 of the real property to be annexed and at least 25% of the registered voters who are residents in
43 the area to be annexed consent to the annexation, and therefore the annexation meets the
44 requirements of Section 4-404 of the Local Government Article of the Annotated Code of
45 Maryland; and
46

47 **WHEREAS**, the Mayor and City Council of Havre de Grace, Maryland has adopted an
48 Annexation Plan for the Property on the same date which is known as City Council Calendar
49 Resolution No. 2023-___ and which is the subject to this Charter Resolution, and
50

51 **WHEREAS**, The Mayor and City Council of Havre de Grace, Maryland has determined
52 that the annexation of the 15,725 sq. ft. of land more or less consisting of the parcel located on the
53 north side of the westbound lane of Chapel Road as more specifically defined herein is in the best
54 interest of the health and welfare of the citizens of Havre de Grace and consistent with the City's
55 Comprehensive Plan.
56

57 **NOW THEREFORE BE IT RESOLVED, ORDAINED, AND ENACTED BY THE**
58 **MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND AS FOLLOWS:**
59

60 SECTION 1. The Appendix to the Charter of the Mayor and City Council of Havre de
61 Grace, Maryland is hereby amended to add a new Subsection A.39, The First 2023 Addition to the
62 City Boundaries as set forth in the legal description attached hereto as **Exhibit A** and incorporated
63 by reference herein. ("Property").
64

65 SECTION 2. The Mayor and City Council of Havre de Grace, Maryland and the requisite
66 owners of the properties hereby annexed agree that the conditions and circumstances applicable to
67 the change in the boundaries of the City of Havre de Grace caused by this annexation and to the
68 property within the area hereby annexed are as provided in the applicable Charter provisions, laws
69 and ordinances of the State of Maryland and the City of Havre de Grace, except as follows:
70

71 (a) The Property is currently given a County zoning destination of R2 on the official
72 zoning maps of Harford County. The zoning designation in the City that the Mayor and City
73 Council shall assign to the Property is R1 as defined in the Havre de Grace Zoning Code.
74

75 (b) City water and sewer is already servicing this Property and after the annexation is
76 final, the property will be charged generally applicable rates and pursuant to conditions generally
77 applicable to other City-owned properties within the corporate boundaries of the City of Havre de
78 Grace. The cost to construct any upgrades to facilities necessary to provide water and sewer
79 service to the Property shall be paid according to the laws, rules, regulations and policies,

80 specifications, standards and approvals (including state and county, if any), existing or required at
81 the time of construction, including any applicable capital cost recovery charges, annexation
82 agreements, public works agreements, or recoupment agreements authorized under the Annexation
83 Resolution, and in accordance with the Annexation Plan adopted under Calendar Resolution 2023-
84 [redacted] attached hereto and marked **Exhibit B**.

85
86 (c) The Mayor and City Council of Havre de Grace, Maryland acknowledge that a legal
87 description of the Property has been prepared by a professional engineer and reviewed by the City.
88

89 (d) The terms and conditions of this Charter Resolution are consistent with the
90 Annexation Policy of the Mayor and City Council of Havre de Grace, Maryland established by
91 City Code Section 20 (“Annexation Policy”), a copy of which is attached hereto as **Exhibit C**.
92

93 SECTION 3. AND BE IT FURTHER RESOLVED that, promptly after the introduction
94 and first reading of this Charter Resolution by the Mayor and City Council of Havre de Grace,
95 Maryland, the Director of Administration shall create a public notice, briefly and accurately
96 describing the proposed change and the conditions and circumstances applicable. The aforesaid
97 notice shall be published two (2) times at not less than weekly intervals in a newspaper or
98 newspapers of general circulation in the City of Havre de Grace and the area to be annexed, as the
99 area to be annexed is less than 25 acres. The aforesaid public notice shall state a time, not less
100 than fifteen (15) days after the second (2nd) publication thereof and not less than 30 days after the
101 Annexation Plan described in Calendar Resolution 2023- [redacted] is approved, provided to the regional
102 and national planning agencies, and the place within the City of Havre de Grace at which a public
103 hearing shall be held to consider public comment to consider this Charter Resolution. The public
104 hearing may be continued or rescheduled in accordance with the requirements set forth in Local
105 Government Article of the Annotated Code of Maryland. Immediately upon the first publication
106 of the specified public notice, a copy of the public notice and other relevant documents shall be
107 provided to the Harford County Council, the Harford County Executive, the Director of the
108 Harford County Department of Planning and Zoning, the Planning Commission of the City of
109 Havre de Grace, and to any other regional or state planning agency having jurisdiction over the
110 property.
111

112 SECTION 4. AND BE IT FURTHER RESOLVED that, this Charter Resolution shall
113 become effective forty-five (45) days after its enactment by the Mayor and City Council of Havre
114 de Grace, Maryland, provided that after the public hearing this Charter Resolution is read and
115 passed by an affirmative vote of a majority of the Council members present at a second reading of
116 the Charter Resolution at a regular City Council meeting after the conclusion of the public hearing
117 and any continuation thereof as prescribed by the Local Government Article Section 4-407 of the
118 Annotated Code of Maryland (as amended) and also provided that a proper petition for referendum
119 calling for an election related to the annexation is not filed as permitted by law.
120

121 SECTION 5. AND BE IT FURTHER RESOLVED that, if any section, subsection,
122 paragraph, sentence, clause, phrase or word of this Resolution or its application to any person or
123 circumstances is held invalid by any court of competent jurisdiction, the remaining sections,
124 subsections, paragraphs, sentences, clauses, phrases, and words of this Resolution, or the

**CHARTER Resolution No.
(Annexation)**

125 application of the provision to other persons or circumstances then in effect, shall continue in full
126 force and effect.

127

128 SECTION 6. AND BE IT FURTHER RESOLVED, by the Mayor and City Council of
129 Havre de Grace, Maryland, that the Director of Planning shall promptly register the original and
130 the new corporate boundaries of the City of Havre de Grace with the Clerk of the Circuit Court of
131 Harford County and the Department of Legislative Reference for the State of Maryland when this
132 Resolution takes effect.

133

134 SECTION 7. AND BE IT FURTHER RESOLVED, by the City Council of Havre de
135 Grace, Maryland that the Mayor is authorized to enter into an Annexation Agreement and/or Public
136 Works Agreement with the recommendation of the Director of Planning Director of the
137 Department of Public Works, and after for legal sufficiency by the City Attorney, to implement
138 the purposes of this Charter Resolution and the Annexation Plan.

139 Introduced by the City Council and attested the Director of Administration this 20th day of
140 November, 2023.

141

142

143 ATTEST:

THE MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE, MARYLAND

144

145

146

147 _____
148 Stephen J. Gamatoria
149 Director of Administration

147 _____
148 William T. Martin
149 Mayor

150

151

151 Introduced: 11/20/2023
152 Public Hearing
153 Second Reading:
154 Adoption/Enactment:
155 Adopted/Effective Date (45 days after enactment if no referendum):

156

157

157 Attachments:
158 Exhibit A -- Property Description
159 Exhibit B – Resolution 2023-____ - Annexation Plan
160 Exhibit C – City Code Section 20 – Annexation Policy

Exhibit A

Property Description of Land

To be Annexed into the City of Havre de Grace

1419 Chapel Road

Consisting of 15,725 Square Feet More or Less

Beginning for the same at a point on the northerly side of the road leading from Havre de Grace to Wesleyan Chapel, known as Chapel Road distant fifteen feet northwesterly from the southwesterly corner of the lot heretofore conveyed by deed from G. Arnold Pfaffenbach to William Ellsworth Fletcher and Minnie L. Fletcher, his wife, dated July 14, 1951 and recorded among the Land Records of Harford County in Liber G.R.G. 359, Folio 508; and running thence parallel with the westerly line of said lot conveyed by deed to William Ellsworth Fletcher and Minnie L. Fletcher, his wife, as aforesaid North 7° 05' East 185 feet to a point; thence parallel with the northerly side of Chapel Road North 82° 50' West 85 feet to a point; thence parallel with the aforesaid lot heretofore conveyed by deed from G. Arnold Pfaffenbach to William Ellsworth Fletcher and Minnie L. Fletcher, his wife, South 7° 05' West 185 feet to the northerly side of Chapel Road, thence with the northerly side of Chapel Road South 82° 50' East 85 feet to the place of beginning.

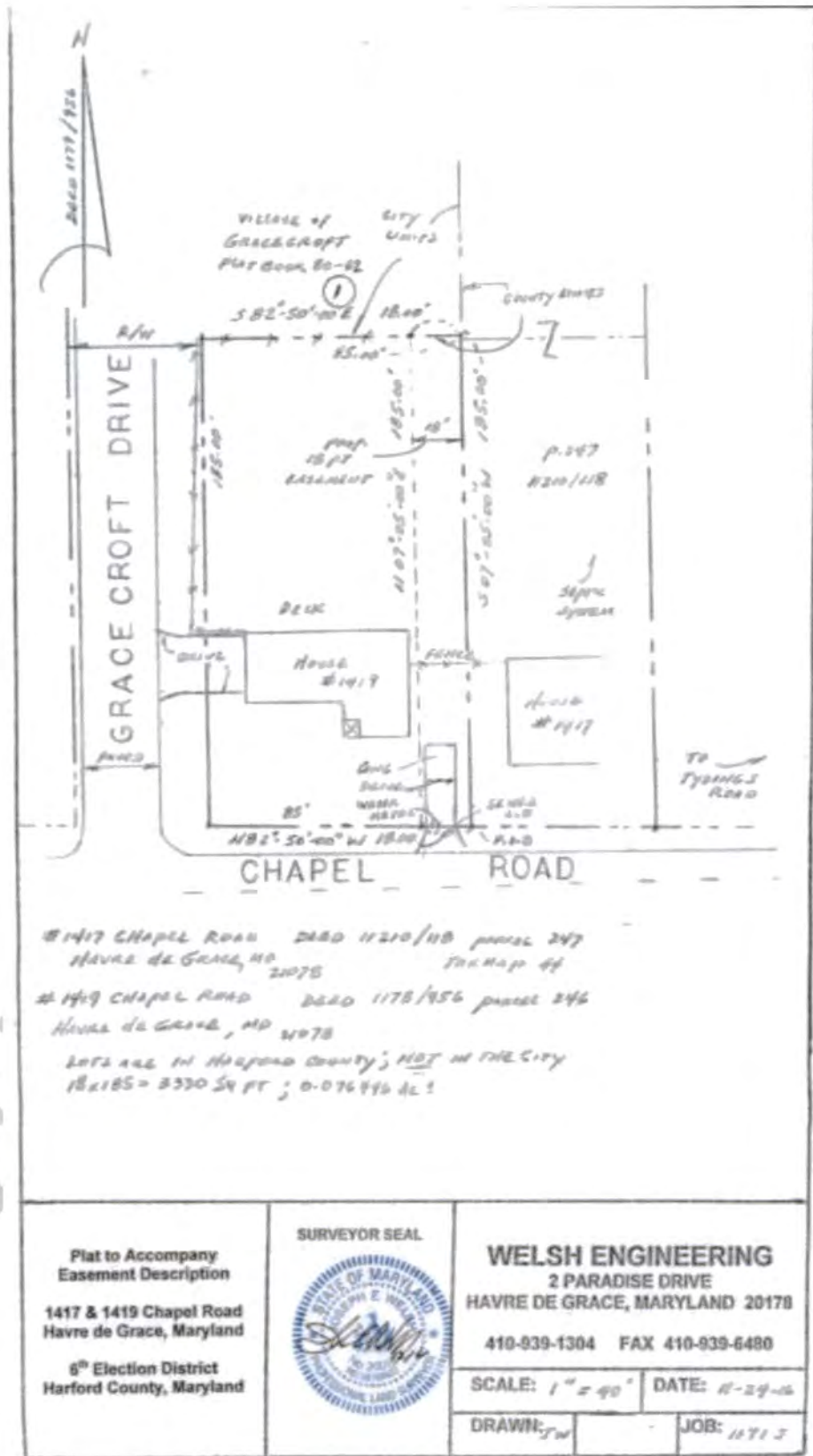


Exhibit B

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2023-_____

Introduced by _____ Council President Ringsaker

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E AND THE PROVISIONS OF THE ANNOTATED CODE OF MARYLAND, LOCAL GOVERNMENT ARTICLE SECTION 4-405, AND CITY CHARTER SECTION 34 ADOPTING AN ANNEXATION PLAN FOR THE PROPERTY KNOWN AS 1419 CHAPEL ROAD CONSISTING OF A TOTAL OF 15,725 SQUARE FEET MORE OR LESS

WHEREAS, the Mayor and City Council of Havre de Grace (“City”) seeks to annex certain Property located at 1419 Chapel Road, consisting of 15,725 sq. ft. more or less, and adopt this Annexation Plan in furtherance of the proposed Charter Resolution for Annexation (“Charter Resolution” or “Annexation Resolution”); and

WHEREAS, the property to be annexed consists of 15,725, sq. ft. more or less located on the north side of Chapel Road westbound, situated and lying in the Sixth Election District of Harford County, Maryland as set forth more fully below; and

WHEREAS, the property is adjacent to property already within the municipal limits of the City, and will not create an enclave;

WHEREAS, the annexation is consistent with the Municipal Growth Element of the City’s 2010 Comprehensive Plan, and specifically the annexation of properties on a case-by-case basis along Chapel Road between Tydings Road and Shawnee Brooke Drive;

NOW THEREFORE, the Mayor and City Council adopt the following Annexation Plan for the property, as defined herein:

THE ANNEXATION PLAN FOR ONE PARCEL OF LAND LOCATED AT 1419 CHAPEL ROAD FOR A TOTAL OF 15,725 sq. ft. MORE OR LESS

1. Introduction. The property proposed to be annexed in this Plan is a residential lot situated along the north side of the westbound lane of Chapel Road at the entrance to

**CHARTER Resolution No.
(Annexation)**

the residential community known as Gracecroft (although it is not formerly part of Gracecroft, having been in place prior to the establishment of that development). For identification purposes, the Property being annexed consists of one parcel known as 1419 Chapel Road, with the total land area being 15,725 sq. ft., more or less, (the "Property"). The Property to be annexed is reflected on the property description and survey attached as **Exhibit A** and is more particularly described in the following deed filed among the Land Records of Harford County:

1419 Chapel Road, Tax Map 44, Grid 3F, Parcel 246, Account ID No. 06-005667, and described in a Deed dated April 7, 2017 and recorded among the Land Records of Harford County, Maryland, in Liber/Book 12343, folio/page 432, from Dennis M. Moore and Marilee F. Moore to Christopher Skelley and Iris Skelley, husband and wife.

2. Current Conditions. Currently there is one residence located on the Property and two resident voters. The Property to be annexed is serviced by City water and sewer and currently has a private trash service. The property owner has requested the proposed annexation of the Property.
3. Current Zoning. The Property is currently zoned R2 on the official zoning maps of Harford County.
4. Future Proposed Use. The owner of the Property has indicated that it intends to continue the current use as an owner-occupied single-family residence.
5. Proposed Zoning. Proposed zoning for the Property will be R1. No amendment to the City's zoning code will be required for the continued use as currently proposed. The use is also consistent with the Comprehensive Plan for the City of Havre de Grace and uses of adjoining properties.
6. Public Facilities. There is currently no requirement that the land subject to this Annexation Plan be set aside for a school site, water or sewer treatment facilities, libraries, recreation, or fire, EMS or police departments, except that any public easements to be dedicated to the City for purposes of access to any portion of the public water/sewer line which may run through or along the annexed Property may be required. The current annexation plan shall be reviewed for anticipated infrastructure needs. As for water and sewer capacity, the City currently has the water and sewer capacity for this the Property and the owner will be required to pay for all required connection and capital cost recovery fees set forth in the City Code for any new connections. In addition, infrastructure improvements for water pressure and volume of delivery may be required depending on future development plans and will be separately considered at that time. Until a site plan or building permit is approved for such subsequent development of the property, water and sewer capacity for increased or new demand and use remain uncommitted and not guaranteed. Water and/or sewer line upgrades for future increased use must be paid by the owner of the parcel at the property owner's expense, and any recorded recoupments will need to be collected prior to such connections. If there are any additional required infrastructure

**CHARTER Resolution No.
(Annexation)**

improvements, including but not limited to water and sewer capacity or distribution upgrades, they shall all be paid for by the owner/developers of the property along with required bonding for performance and maintenance. The owners/developers of the Property shall be charged the standard capital cost recovery charges, user benefit fees and all other fees and charges associated with connection to the City's water and sewer systems. Water and Sewer service rates shall be charged at the generally applicable rates and pursuant to the conditions generally applied by the City. The Property may be subject to recoupment agreements or cost recovery charges for water and sewer as may be authorized by City ordinances, the Annexation Resolution, Annexation Agreement, and/or Public Works Agreement, or separate agreements for capital cost recoupment that may be recorded among the Land Record for Harford County. After the effective date of the annexation, the water and sewer charges will be commensurate with the fees charged to citizens of Havre de Grace which will be prorated from the effective date through the end of the first quarterly billing cycle.

7. Trash Removal. Once annexed, the Property will be serviced by the City's trash removal services and will be charged for all applicable for the tipping fee on the quarterly water/sewer bill.
8. Fire Protection. Fire protection shall continue to be provided to the Property by the Susquehanna Hose Company, Inc. pursuant to conditions applicable to other properties within the corporate boundaries of the City and properties outside of the municipal limits.
9. Schools – Library – Recreation. The scope of the development on the Property is limited to the current single family residential use. As such, no recreation element is required, and no additional school or library expansions will be needed as a result of the proposed annexation.
10. Real Property Taxes. The Property shall be taxed by the City at generally applicable rates. If the land is subject to an abatement request due to an enterprise zone designation.
11. EMS. EMS protection shall be provided to the Property by the Havre de Grace Ambulance Corps, Inc. and Harford County Emergency Services pursuant to the conditions applicable to other properties within the corporate boundaries of the City and properties outside of the municipal limits.
12. Police. Police protection shall be provided to the Property by the Havre de Grace Police Department pursuant to the conditions to other properties within the corporate boundaries of the City and properties outside of the municipal limits in accordance with current mutual aid agreements and policies with the County and neighboring municipalities.

**CHARTER Resolution No.
(Annexation)**

13. Timing of Municipal Services. The municipal services contemplated by this Annexation shall be provided at such time as the Annexation Resolution (Charter Resolution) becomes final after the time for referendum has expired.

14. Annexation Agreement and Public Works Agreement. The Mayor is authorized to enter into an Annexation Agreement and/or Public Works Agreement with and the owners/developers of the Property detailing the terms of this Annexation Plan and any other appropriate conditions, if required by the City based on recommendations by the Director of the Department of Planning, the Director of the Department of Public Works and/or the City Attorney prior to any development or connections to City water and sewer. The provisions of this Annexation Plan are to be considered minimum requirements and additional requirements (including capital cost recovery fees) or more stringent requirements which may be added and addressed in an Annexation Agreement and/or Public Works Agreement, or both, or as otherwise provided in the Annexation Resolution (Charter Resolution).

NOW THEREFORE, it is this 20th day of November, 2023 determined, decided and resolved by the Mayor and City Council:

1. To adopt the Annexation Plan set forth herein.

2. To introduce the Charter Resolution (Annexation Resolution) at the November 20, 2023 City Council meeting;

3. To hold a hearing on the Charter Resolution (Annexation Resolution) on January 2, 2024 at 7 p.m.

ADOPTED by the City Council of Havre de Grace, Maryland this 20th day of November, 2023.

ATTEST:

THE MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE, MARYLAND

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

Introduced: 11/20/2023
Passed/Adopted:
Effective Date:

Note: Once approved by City Council, this calendar Resolution is to be attached as Exhibit B to the Charter Resolution (Annexation Resolution) referenced herein.

Annexation Resolution No. __ - Exhibit C

§ 20-1. Policy.

The following principles shall govern annexation:

- A. The City Council may consider and act upon a petition for the annexation of land contiguous and adjacent to the corporate limits of the City in order to promote the health, safety, welfare, and economic development of the City.
- B. The annexation may be appropriate when it promotes coordinated planning for the area surrounding the land proposed for annexation, and where it is consistent with the plans for the present and future development of the City, and where it will not result in isolated development inconsistent with surrounding land uses.
- C. The annexation must contribute to the realization and/or furtherance of the goals and objectives of the Comprehensive Plan and any other corridor or small area plan.
- D. The location relative to existing public facilities and a review of the City's ability to provide public facilities to serve the annexation area.
- E. The development of relevant conditions for the protection and benefit of the residents of the City.
- F. The annexation will not result in an adverse fiscal impact upon the City.
- G. Upon approval of an annexation petition by the City Council, the petitioner shall not be permitted to amend or to otherwise change the terms of the annexation petition.

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Charter Resolution concerning the Annexation of
1609 Pulaski Highway**

(1st Reading)

Date: **11/16/2023**

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

Purpose:

- FYI
 Read and Comment as Needed
 Action Required by November 20, 2023
 In Confidential File Drawer

Approve:

Johnny Boker Yes No No Comment

Comment: _____

Casi Boyer Yes No No Comment

Comment: _____

Vicki Jones Yes No No Comment

Comment: _____

Jim Ringsaker Yes No No Comment

Comment: _____

Jason Robertson Yes No No Comment

Comment: _____

Tammy Lynn Schneegas Yes No No Comment

Comment: _____

Note: N/A

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

CHARTER RESOLUTION NO. _____
(ANNEXATION)

Introduced by _____ Council President Ringsaker

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION, ARTICLE XI-E AND THE PROVISIONS OF THE ANNOTATED CODE OF MARYLAND, LOCAL GOVERNMENT ARTICLE SUBTITLE 3: AMENDMENT OR REPEAL OF CHARTER, AND SUBTITLE 4: ANNEXATION AUTHORIZING THE LEGISLATIVE BODY OF A MUNICIPALITY TO ANNEX PROPERTY EXTENDING THE BOUNDARIES OF THE MUNICIPALITY BY RESOLUTION TO AMEND THE CITY CHARTER, SPECIFICALLY APPENDIX A OF THE HAVRE DE GRACE CHARTER BY ADDING “SUBSECTION A.39 THE SECOND 2023 ADDITION TO THE CITY BOUNDARIES,” ALONG WITH THE LEGAL DESCRIPTION OF THE ACRES OF LAND WHICH WILL ENLARGE THE BOUNDARIES OF THE CITY OF HAVRE DE GRACE TO INCLUDE THE PROPERTY KNOWN AS 1609 PULASKI HIGHWAY PLUS A PORTION OF THE 30-FOOT-WIDE RIGHT-OF-WAY CONSISTING OF A TOTAL OF 1.59 ACRES MORE OR LESS

On: 11/20/2023

at: 7:00 p.m.

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

PUBLIC HEARING

A Public Hearing is scheduled for January 2, 2024 at 7:00 p.m.

**CHARTER Resolution No.
(Annexation)**

37 **WHEREAS**, the land subject to this annexation resolution is eligible for annexation since
38 the land is contiguous and adjoining the existing corporate boundaries of the City, and the
39 annexation will not create an unincorporated area as it is bounded on all sides by: (i) property
40 presently within the corporate limits of the City; (ii) real property proposed to be within the
41 corporate limits of the City as a result of the proposed annexation; or (iii) any combination of such
42 properties; and

43 **WHEREAS**, the owners of not less than twenty-five percent (25%) of the assessed value
44 of the real property to be annexed and at least 25% of the registered voters who are residents in
45 the area to be annexed consent to the annexation, and therefore the annexation meets the
46 requirements of Section 4-404 of the Local Government Article of the Annotated Code of
47 Maryland; and

48 **WHEREAS**, the Mayor and City Council of Havre de Grace, Maryland has adopted an
49 Annexation Plan for the Property on the same date which is known as City Council Calendar
50 Resolution No. 2023- and which is the subject to this Charter Resolution, and

51 **WHEREAS**, The Mayor and City Council of Havre de Grace, Maryland has determined
52 that the annexation of 1.59 acres more or less consisting of the parcel and State Road right-of-way
53 located on the north side of the westbound lane of Pulaski Highway (shown on State Road Plat
54 3854) as more specifically defined herein is in the best interest of the health and welfare of the
55 citizens of Havre de Grace and consistent with the City's Comprehensive Plan.

56 **NOW THEREFORE BE IT RESOLVED, ORDAINED, AND ENACTED BY THE**
57 **MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND AS FOLLOWS:**

58 SECTION 1. The Appendix to the Charter of the Mayor and City Council of Havre de
59 Grace, Maryland is hereby amended to add a new Subsection A.39, The Second 2023 Addition to
60 the City Boundaries as set forth in the legal description attached hereto as **Exhibit A** and
61 incorporated by reference herein. ("Property").

62 SECTION 2. The Mayor and City Council of Havre de Grace, Maryland and the requisite
63 owners of the properties hereby annexed agree that the conditions and circumstances applicable to
64 the change in the boundaries of the City of Havre de Grace caused by this annexation and to the
65 property within the area hereby annexed are as provided in the applicable Charter provisions, laws
66 and ordinances of the State of Maryland and the City of Havre de Grace, except as follows:

67 (a) The Property is currently given a County zoning designation of Commercial
68 Industrial District on the official zoning maps of Harford County. The zoning designation in the
69 City that the Mayor and City Council shall assign to the Property is C-Commercial as defined in
70 the Havre de Grace Zoning Code.

71 (b) The Property is not currently being serviced by City water and sewer. After the
72 annexation is final, the Property will be charged generally applicable rates and pursuant to
73 conditions generally applicable to other City-owned properties within the corporate boundaries of
74 the City of Havre de Grace. By undertaking this annexation, the City is not agreeing to make or
75 pay for any upgrades to public facilities that may be needed to develop the currently unoccupied

CHARTER Resolution No.
(Annexation)

76 property. The cost to construct any upgrades to facilities necessary to provide water and sewer
77 service to the Property shall be paid by the owner or developer according to the laws, rules,
78 regulations and policies, specifications, standards and approvals (including state and county, if
79 any), existing or required at the time of site plan or subdivision approval, including any applicable
80 capital cost recovery charges then in effect, annexation agreements allocating responsibility for
81 construction costs, public works agreements, or recoupment agreements authorized under this
82 Charter Resolution and the Annexation Plan adopted under Calendar Resolution 2023-
83 attached hereto and marked **Exhibit B**.

84 (c) The Mayor and City Council of Havre de Grace, Maryland acknowledge that a legal
85 description of the Property has been prepared by a professional engineer and reviewed by the City.

86 (d) The terms and conditions of this Charter Resolution are consistent with the
87 Annexation Policy of the Mayor and City Council of Havre de Grace, Maryland established by
88 City Code Section 20 (“Annexation Policy”), a copy of which is attached hereto as **Exhibit C**.

89 SECTION 3. AND BE IT FURTHER RESOLVED that, promptly after the introduction
90 and first reading of this Charter Resolution by the Mayor and City Council of Havre de Grace,
91 Maryland, the Director of Administration shall create a public notice, briefly and accurately
92 describing the proposed change and the conditions and circumstances applicable. The aforesaid
93 notice shall be published two (2) times at not less than weekly intervals in a newspaper or
94 newspapers of general circulation in the City of Havre de Grace and the area to be annexed, as the
95 area to be annexed is less than 25 acres. The aforesaid public notice shall state a time, not less
96 than fifteen (15) days after the second (2nd) publication thereof and not less than 30 days after the
97 Annexation Plan described in Calendar Resolution 2023- is approved, provided to the regional
98 and national planning agencies, and the place within the City of Havre de Grace at which a public
99 hearing shall be held to consider public comment to consider this Charter Resolution. The public
100 hearing may be continued or rescheduled in accordance with the requirements set forth in Local
101 Government Article of the Annotated Code of Maryland. Immediately upon the first publication
102 of the specified public notice, a copy of the public notice and other relevant documents shall be
103 provided to the Harford County Council, the Harford County Executive, the Director of the
104 Harford County Department of Planning and Zoning, the Planning Commission of the City of
105 Havre de Grace, and to any other regional or state planning agency having jurisdiction over the
106 property.

107 SECTION 4. AND BE IT FURTHER RESOLVED that, this Charter Resolution shall
108 become effective forty-five (45) days after its enactment by the Mayor and City Council of Havre
109 de Grace, Maryland, provided that after the public hearing this Charter Resolution is read and
110 passed by an affirmative vote of a majority of the Council members present at a second reading of
111 the Charter Resolution at a regular City Council meeting after the conclusion of the public hearing
112 and any continuation thereof as prescribed by the Local Government Article Section 4-407 of the
113 Annotated Code of Maryland (as amended) and also provided that a proper petition for referendum
114 calling for an election related to the annexation is not filed as permitted by law.

**CHARTER Resolution No.
(Annexation)**

115 SECTION 5. AND BE IT FURTHER RESOLVED that, if any section, subsection,
116 paragraph, sentence, clause, phrase or word of this Resolution or its application to any person or
117 circumstances is held invalid by any court of competent jurisdiction, the remaining sections,
118 subsections, paragraphs, sentences, clauses, phrases, and words of this Resolution, or the
119 application of the provision to other persons or circumstances then in effect, shall continue in full
120 force and effect.

121 SECTION 6. AND BE IT FURTHER RESOLVED, by the Mayor and City Council of
122 Havre de Grace, Maryland, that the Director of Planning shall promptly register the original and
123 the new corporate boundaries of the City of Havre de Grace with the Clerk of the Circuit Court of
124 Harford County and the Department of Legislative Reference for the State of Maryland when this
125 Resolution takes effect.

126 SECTION 7. AND BE IT FURTHER RESOLVED, by the City Council of Havre de
127 Grace, Maryland that the Mayor is authorized to enter into an Annexation Agreement and/or Public
128 Works Agreement with the recommendation of the Director of Planning Director of the
129 Department of Public Works, and after determination of legal sufficiency by the City Attorney, to
130 implement the purposes of this Charter Resolution and the Annexation Plan.

131 Introduced by the City Council and attested the Director of Administration this 20th day of
132 November, 2023.

133

134

135 ATTEST:

THE MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE, MARYLAND

136

137

138

139 _____
Stephen J. Gamatoria
140 Director of Administration

William T. Martin
141 Mayor

142

143 Introduced: 11/20/2023

144 Public Hearing

145 Second Reading:

146 Adoption/Enactment:

147 Adopted/Effective Date (45 days after enactment if no referendum):

148 Attachments:

149 Exhibit A -- Property Description

150 Exhibit B – Resolution 2023- - Annexation Plan

151 Exhibit C – City Code Section 20 – Annexation Policy

Exhibit A

ANNEXATION OF LAND TO
THE CITY OF HAVRE DE GRACE

ROAD ADJOINING THE LAND AT
1609 PULASKI HIGHWAY
HAVRE de GRACE, MARYLAND

6TH ELECTION DISTRICT
HARFORD COUNTY, MARYLAND

BEGINNING FOR THE SAME at a point at the southeasterly corner of a parcel located in the City of Havre de Grace labelled "Open Space, Parcel A" as shown on a plat of Greenway Farms, Revised Final Plat One Phase One as recorded in the Land Records of Harford County in Plat Book 126 Folio 18, said point having coordinates of North 682,181.21 East 1,561,691.58, and leaving said point and running thence with the easterly side of a 30 ft. right-of-way with bearings based upon the plat

South 22 degrees 55 minutes 43 seconds East 140.58 feet, thence crossing the 30 ft. right-of-way as shown on State Road Plat 3854

South 67 degrees 04 minutes 17 seconds West 30.00 feet, thence with the westerly side of the 30ft. right-of-way and with the former bank side,

North 22 degrees 55 minutes 43 seconds West 165.76 feet to the Northeast corner of the land of the former bank as described in a deed dated Dec. 15, 2020 from Cecil Bank to 2612 Laurel Bush Road LLC as recorded in the Land Records of Harford County in Liber 14374 Folio 441 and running with the 30 ft. right-of-way

North 22 degrees 55 minutes 43 seconds West 49.95 feet to a point on the current City limits and thence with the City limit South 44 degrees 41 minutes 07 seconds East 80.93 feet, to the point of beginning,

**CHARTER Resolution No.
(Annexation)**

Containing 5,343.75 square feet, 0.1227 acre acres as shown on the attached drawing and based on a survey by Welsh Engineering. The annexed land is the 30 ft. lane East and North of the former bank site, a.k.a. 1609 Pulaski Highway



ANNEXATION OF LAND TO
THE CITY OF HAVRE DE GRACE

1609 PULASKI HIGHWAY
HAVRE de GRACE, MARYLAND

6TH ELECTION DISTRICT
HARFORD COUNTY, MARYLAND

BEGINNING AT A POINT on the City Limits of the City of Havre de Grace at a point on the westerly side of a 30 foot right-of-way that adjoins the land known as 1609 Pulaski Highway, said point of beginning being shown on State Road Plat 3854 and leaving said point and running South 12 degrees 02 minutes 41 seconds West 71.88 feet to a point on the northerly right-of-way of the through road of Pulaski Highway as shown on State Road Plat 2049

and running thence along U.S. 40 Pulaski Highway by a curve to the right having a radius of 5,654.58 and arc length of 247.79 feet and a chord with bearing and distance of South 47 degrees 34 minutes 42 seconds West 247.77 feet,

thence leaving Pulaski Highway and running North 42 degrees 00 minutes 36 seconds West 200.00 feet

North 47 degrees 53 minutes 27 seconds East 360.15 feet to a point on old 30 foot right-of-way and running with the 30 ft. right-of-way along the City Limits of the City of Havre de Grace South 22 degrees 55 minutes 43 seconds East 165.76 feet to the point of beginning, containing 1.4735 acres.



Exhibit B

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2023-_____

Introduced by _____ Council President Ringsaker

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E AND THE PROVISIONS OF THE ANNOTATED CODE OF MARYLAND, LOCAL GOVERNMENT ARTICLE SECTION 4-405, AND CITY CHARTER SECTION 34 ADOPTING AN ANNEXATION PLAN FOR THE PROPERTY KNOWN AS 1609 PULASKI HIGHWAY PLUS A PORTION OF THE 30-FOOT-WIDE RIGHT-OF-WAY CONSISTING OF A TOTAL OF 1.59 ACRES MORE OR LESS

WHEREAS, the Mayor and City Council of Havre de Grace (“City”) seeks to annex certain Property located at 1609 Pulaski Highway plus a portion of the 30-foot-wide right-of-way consisting of 1.59 acres more or less (“Property”), and adopt this Annexation Plan in furtherance of the proposed Charter Resolution for Annexation (“Charter Resolution” or “Annexation Resolution”); and

WHEREAS, the property to be annexed consists of 1.59 acres ft. more or less located on the north side of the westbound lane of Pulaski Highway, situated and lying in the Sixth Election District of Harford County, Maryland as set forth more fully below; and

WHEREAS, the Property is adjacent to property already within the municipal limits of the City, and the annexation will not create an enclave;

WHEREAS, the annexation is consistent with the Municipal Growth Element of the City’s 2010 Comprehensive Plan, and specifically the Municipal Growth Element and City expansion along Pulaski Highway/Route 40;

NOW THEREFORE, the Mayor and City Council adopt the following Annexation Plan for the property, as defined herein:

THE ANNEXATION PLAN FOR ONE PARCEL OF LAND LOCATED AT 1609 PULASKI HIGHWAY PLUS A PORTION OF THE 30-FOOT-WIDE RIGHT-OF-WAY CONSISTING OF A TOTAL OF 1.59 ACRES MORE OR LESS

**CHARTER Resolution No.
(Annexation)**

1. Introduction. The property proposed to be annexed in this Plan is a commercial lot situated along the north side of the westbound lane of Pulaski Highway with an unoccupied building that was formerly a bank. For identification purposes, the Property being annexed consists of one parcel known as 1609 Pulaski Highway, with the total land area being 1.478 acres more or less together with a portion of the adjacent 30-foot-wide State Highway right-of-way consisting of 0.112 acres more or less. The Property to be annexed is reflected on the property description and survey attached as **Exhibit A** and is more particularly described in the following deed filed among the Land Records of Harford County:

1609 Pulaski Highway, Tax Map 52, Grid 1F, Parcel 223, Account ID No. 06-002978, and described in a Deed dated December 15, 2020 and recorded among the Land Records of Harford County, Maryland, in Liber/Book 14374, folio/page 441, from Columbian Bank FSB to 2612 Laurel Bush Road LLC.

2. Current Conditions. Currently there is one unoccupied commercial office building located on the Property and no resident voters are present. The Property to be annexed is not serviced by City water or sewer. The Property is serviced by County water and private septic systems. The property owner has requested the proposed annexation of the Property.
3. Current Zoning. The Property is currently zoned Commercial Industrial district on the official zoning maps of Harford County.
4. Future Proposed Use. The owner of the Property has indicated that it intends to continue the commercial use of the property and will be submitting a site plan on proposed development.
5. Proposed Zoning. Proposed zoning for the Property will be C-Commercial. No amendment to the City's zoning code will be required for the proposed use. The proposed use is also consistent with the Comprehensive Plan for the City of Havre de Grace and uses of nearby properties.
6. Public Facilities. There is currently no requirement that the land subject to this Annexation Plan be set aside for a school site, water or sewer treatment facilities, libraries, recreation, or fire, EMS or police departments, although construction of a public sewer and/or water line may be required and/or public easements may need to be dedicated to the City by the owner for purposes of access to any portion of the public water/sewer line which may run through or along the annexed Property. The current annexation plan shall be reviewed for anticipated infrastructure needs. As for water and sewer capacity, the City estimates that it currently has the water and sewer capacity for the Property. However, infrastructure improvements for water pressure and volume of delivery may be required and will be separately considered at the time of site plan approval. ***Until a site plan is approved, water and sewer capacity remain uncommitted and not guaranteed.*** Water and/or sewer lines must be extended to the respective parcels at the property owner's expense, and any recorded recoupments will need to be

CHARTER Resolution No.
(Annexation)

collected prior to such connections. If there are any additional required infrastructure improvements, including but not limited to increased water and sewer capacity or distribution, they shall all be paid for by the owner/developers of the property along with required bonding for performance and maintenance. The owners/developers of the Property shall be charged the standard capital cost recovery charges, user benefit fees and all other fees and charges associated with connection to the City's water and sewer systems. Water and Sewer service rates shall be charged at the generally applicable rates and pursuant to the conditions generally applied by the City. The Property may be subject to recoupment agreements or cost recovery charges for water and sewer as may be authorized by City ordinances, the Annexation Resolution, Annexation Agreement, and/or Public Works Agreement, or separate agreements for capital cost recoupment that may be recorded among the Land Record for Harford County.

7. Trash Removal. Once annexed, the Property will be serviced by private commercial trash removal services and will not be billed for the City trash removal services.
8. Fire Protection. Fire protection shall continue to be provided to the Property by the Susquehanna Hose Company, Inc. pursuant to conditions applicable to other properties within the corporate boundaries of the City and properties outside of the municipal limits.
9. Schools – Library – Recreation. The scope of the development on the Property is limited to commercial use. As such, no recreation element is required, and no additional school or library expansions will be needed as a result of the proposed annexation.
10. Real Property Taxes. The Property shall be taxed by the City at generally applicable rates. If the land is subject to an abatement request due to an enterprise zone designation
11. EMS. EMS protection shall be provided to the Property by the Havre de Grace Ambulance Corps, Inc. and Harford County Emergency Services pursuant to the conditions applicable to other properties within the corporate boundaries of the City and properties outside of the municipal limits.
12. Police. Police protection shall be provided to the Property by the Havre de Grace Police Department pursuant to the conditions to other properties within the corporate boundaries of the City and properties outside of the municipal limits in accordance with current mutual aid agreements and policies with the County and neighboring municipalities.
13. Timing of Municipal Services. Municipal services shall be provided at such time as the Annexation Resolution (Charter Resolution) becomes final after the time for referendum has expired.
14. Annexation Agreement and Public Works Agreement. The Mayor is authorized to enter into an Annexation Agreement and/or Public Works Agreement with and the owners/developers of the Property detailing the terms of this Annexation Plan and any

**CHARTER Resolution No.
(Annexation)**

other appropriate conditions, if required by the City based on recommendations by the Director of the Department of Planning, the Director of the Department of Public Works and/or the City Attorney prior to any development or connections to City water and sewer. The provisions of this Annexation Plan are to be considered minimum requirements and additional requirements (including capital cost recovery fees) or more stringent requirements which may be added and addressed in an Annexation Agreement and/or Public Works Agreement, or both, or as otherwise provided in the Annexation Resolution (Charter Resolution).

NOW THEREFORE, it is this 20th day of November, 2023 determined, decided and resolved by the Mayor and City Council:

1. To adopt the Annexation Plan set forth herein.
2. To introduce the Charter Resolution (Annexation Resolution) at the November 20, 2023 City Council meeting;
3. To hold a hearing on the Charter Resolution (Annexation Resolution) on January 2, 2024 at 7 p.m.

ADOPTED by the City Council of Havre de Grace, Maryland this 20th day of November, 2023.

ATTEST:

THE MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE, MARYLAND

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

Introduced: 11/20/2023

Passed/Adopted:

Effective Date:

Note: Once approved by City Council, this calendar Resolution is to be attached as Exhibit B to the Charter Resolution (Annexation Resolution) referenced herein.

Annexation Resolution No. __ - Exhibit C

§ 20-1. Policy.

The following principles shall govern annexation:

- A. The City Council may consider and act upon a petition for the annexation of land contiguous and adjacent to the corporate limits of the City in order to promote the health, safety, welfare, and economic development of the City.
- B. The annexation may be appropriate when it promotes coordinated planning for the area surrounding the land proposed for annexation, and where it is consistent with the plans for the present and future development of the City, and where it will not result in isolated development inconsistent with surrounding land uses.
- C. The annexation must contribute to the realization and/or furtherance of the goals and objectives of the Comprehensive Plan and any other corridor or small area plan.
- D. The location relative to existing public facilities and a review of the City's ability to provide public facilities to serve the annexation area.
- E. The development of relevant conditions for the protection and benefit of the residents of the City.
- F. The annexation will not result in an adverse fiscal impact upon the City.
- G. Upon approval of an annexation petition by the City Council, the petitioner shall not be permitted to amend or to otherwise change the terms of the annexation petition.

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1128 concerning Approving Budget Amendment
2024-04 to Fund State Bikeways Grant & UMUC Zoning District
Renderings**
(Public Hearing & 2nd Reading)

Date: **11/7/2023**

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 20, 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. 1128
BUDGET AMENDMENT 2024-04

Introduced by _____ Council Member Robertson _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE BY THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND SECTION 37 OF THE HAVRE DE GRACE CITY CHARTER FOR THE PURPOSE OF AMENDING THE CITY BUDGET FOR FISCAL YEAR 2024 TO FUND STATE BIKEWAYS GRANT AND UMUC ZONING DISTRICT RENDERINGS

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.

34 **WHEREAS**, the Mayor and City Council of Havre de Grace, a Maryland municipal
35 corporation, is required to establish an annual projection of anticipated revenues and proposed
36 expenses, known as the budget, for the City of Havre de Grace for the fiscal year beginning July 1,
37 2023 through June 30, 2024, said period known as fiscal year 2024; and

38 **WHEREAS**, the Mayor and City Council of Havre de Grace passed the Budget Ordinance 1109,
39 establishing the budget for Fiscal Year on June 20, 2023, pursuant to the Havre de Grace Charter Section
40 37 and by the authority of the Local Government Article of the Annotated Code of Maryland; and

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

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

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

50 **WHEREAS**, the City was awarded 2 Maryland Department of Transportation grants to
51 provide bikeways in the City limits; and

52 **WHEREAS**, the University of Maryland is closing its Harford Memorial Hospital location at
53 501 South Union Avenue; and

54 **WHEREAS**, the City is undertaking a zoning district study for the vicinity surrounding 501
55 South Union Avenue.

56 **NOW THEREFORE**, it is determined, decided, and ordained by the City Council that
57 Budget Amendment 2024-04 (Exhibit A) be included as part of the Fiscal Year 2024 Budget.
58

59

60 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

61

62

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64 _____
Stephen J. Gamatoria
65 Director of Administration

William T. Martin
66 Mayor

66

67

68 Introduced/First Reading: 11/6/2023
69 Public Hearing: 11/20/2023
70 Second Reading/Adopted:
71 Effective Date:

Exhibit A



INTER-CITY MEMORANDUM

To: City Council President James E. Ringsaker, Jr.
From: Mayor William T. Martin
Date: 11/7/2023
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

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

Description

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

Description

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>

Thu, Sep 21, 2023 at 4:45 PM

To: Timothy Bourcier <timothyb@havredegracemd.com>

Cc: "Milton Lau, AIA" , "Kyle A Kernozek, AIA LEED AP"

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 Budget Amendment to Fund
Rt. 155 Water Line, Bridge Inspections & Grit Tank
(1st Reading)**

Date: **11/16/2023**

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

Purpose:

- FYI
 Read and Comment as Needed
 Action Required by November 20, 2023
 In Confidential File Drawer

Approve:

Johnny Boker Yes No No Comment

Comment: _____

Casi Boyer Yes No No Comment

Comment: _____

Vicki Jones Yes No No Comment

Comment: _____

Jim Ringsaker Yes No No Comment

Comment: _____

Jason Robertson Yes No No Comment

Comment: _____

Tammy Lynn Schneegas Yes No No Comment

Comment: _____

Note: N/A

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. _____

BUDGET AMENDMENT 2024-05

Introduced by _____ Council Member Robertson

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

On: November 20, 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 December 4, 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.

34 **WHEREAS**, the Mayor and City Council of Havre de Grace, a Maryland municipal
35 corporation, is required to establish an annual projection of anticipated revenues and proposed
36 expenses, known as the budget, for the City of Havre de Grace for the fiscal year beginning July 1,
37 2023 through June 30, 2024, said period known as fiscal year 2024; and

38 **WHEREAS**, the Mayor and City Council of Havre de Grace passed the Budget Ordinance 1109,
39 establishing the budget for Fiscal Year on June 20, 2023, pursuant to the Havre de Grace Charter Section
40 37 and by the authority of the Local Government Article of the Annotated Code of Maryland; and

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

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

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

50 **WHEREAS**, the City has determined that the expansion and upgrade of the Water
51 Transmission Line along State Route 155 is of utmost importance to the continued development
52 within the City; and

53 **WHEREAS**, the City has identified 4 bridges that should be inspected as to ensure public
54 safety; and

55 **WHEREAS**, the City has determined that the boiler at the STAR Centre be replaced before
56 the onset of winter weather;

57 **NOW THEREFORE**, it is determined, decided, and ordained by the City Council that
58 Budget Amendment 2024-05 (Exhibit A) be included as part of the Fiscal Year 2024 Budget.
59

60

61 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

62

63

64

65 _____
66 Stephen J. Gamatoria
67 Director of Administration

William T. Martin
Mayor

68 Introduced/First Reading: 11/20/2023

69 Public Hearing:

70 Second Reading/Adopted:

71 Effective Date:

Exhibit A



INTER-CITY MEMORANDUM

To: City Council President James E. Ringsaker, Jr.
From: Mayor William T. Martin
Date: 11/15/2023
RE: Proposed Budget Amendment 2024-05

The City Council approved the fiscal 2024 budget through Ordinance 1109 on June 20, 2023. Included in the budget was a \$3,891,800 estimate for the amounts needed in fiscal 2024 for increasing the size of the water transmission line up State Highway Route 155.

The City has completed its request for proposal process and the lowest responsive bid was \$5,521,900, an increase of \$1,630,100 from the original estimate, see the attached memorandum.

This water line improvement is the highest priority for the continued development along that section of the City. Therefore, I am requesting that we increase the funding for this project.

In order to fund this increase, I have determined that the following budgeted projects be put on hold until I can identify adequate resources to fund them:

- The Tower/Tank Rehabilitation should be reduced by \$400,000, leaving \$101,300 to fund anticipated engineering for both the placement and size of the additional water tanks.
- The Water Line upgrades should be reduced by \$370,000, leaving \$2,356,100 in the project. The reduction amount is the estimate to upgrade Commerce Street, the lowest priority line this fiscal year.
- The Water Plant Upgrades should be reduced \$200,000, leaving \$45,800. Most of the planned rehabilitation can be deferred to future years without significant consequence.
- The Ontario Street Sewer Line should be reduced \$111,500, leaving \$88,500, the actual cost of the project.

- The Lafayette Street Pump Station Line Upgrade should be reduced \$77,000, leaving \$14,500, the final cost of the project.
- The Old Bay Lane Water Main Extension should be reduced \$40,800 as the project can be deferred without significant consequence.

The remaining \$353,800 will be funded through increases to the following revenue line items:

- The City received \$182,000 in Community Development Block Grant reimbursements for repairs to Pennington last fiscal year. This reimbursement was not contemplated by the budget when drafted.
- The City's beginning Fund Balance in the Water & Sewer Fund is currently \$1,217,700. This amount is \$512,700 greater than estimated by the budget and I am recommending we commit \$171,800 to complete the funding for this priority project.

Additionally, I have learned that the Grit Tank in the Wastewater Treatment Plant requires replacement that should be done this fiscal year. The cost of the replacement is \$70,000 and I am requesting funding to do so. To fund this effort, I am recommending we commit an additional \$70,000 from the additional beginning fund balance resources.

Finally, there are 2 unexpected projects that need to be funded this fiscal year;

- There are 4 bridges that need to be inspected, at an estimated cost of \$90,000. This is a safety issue that should not be deferred until next fiscal year. The bridges are as follow:
 1. Martha Lewis Blvd over CSXT (Bridge)
 2. Chapel Road over Unnamed Tributary (Pipe Culvert)
 3. Grace Manor Drive over Unnamed Tributary (Two-Cell Pipe Culvert)
 4. Tydings Road over Unnamed Tributary (Pipe Culvert)
- The boiler at the STAR Centre is in need of replacement before the winter and the estimated cost for this effort is \$30,000.

To fund these projects, I am recommending that we reduce the funding for Parking Land Acquisition by \$120,000. There are no additional properties that are expected to become available at this time.

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

November 15, 2023

Narrative Supporting Budget Amendment

The purpose of this amendment is to provide adequate funds for the installation of a water transmission line extending from the City's water treatment plant to the Graceview water tank.

The existing transmission line is undersized and cannot transfer water at the rate in which it is being consumed currently and maintain adequate public safety levels. The forecasted demand for water consumption will exacerbate that inefficiency even more.

A request for proposals was advertised and the accepted proposal, \$5,521,850 exceeded the budgeted amount for that project. As a result a review and assessment of those capital projects not yet acted upon was performed and those projects which could be delayed until upcoming budget years were identified. It is those funds that we request to have redirected towards the Superior Street transmission line project.

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

11/15/23, 2:25 PM

City of Havre de Grace Mail - Fwd:



The City of Havre de Grace

George DeHority <georged@havredegracemd.com>

Fwd:

1 message

Michele Widman <michelew@havredegracemd.com>
To: George DeHority <georged@havredegracemd.com>

Wed, Nov 15, 2023 at 1:59 PM

Inspection proposal details below.
Should include an estimate for any hopefully minor repairs to be done after the inspection is completed.

Hopefully this helps.

Michele

----- Forwarded message -----

From: **Michele Widman** <michelew@havredegracemd.com>
Date: Wed, Nov 15, 2023 at 1:25 PM
Subject: Re:
To: Steve Gamatoria <stevég@havredegracemd.com>

Steve,

Proposal included:

JMT will complete 4 routine "hands-on" structural condition assessments under this assignment. The structures include:

- 1. Martha Lewis Blvd over CSXT (Bridge)
- 2. Chapel Road over Unnamed Tributary (Pipe Culvert)
- 3. Grace Manor Drive over Unnamed Tributary (Two-Cell Pipe Culvert)
- 4. Tydings Road over Unnamed Tributary (Pipe Culvert)

Revised proposal:
\$83,500.38

On Wed, Nov 15, 2023 at 1:09 PM Steve Gamatoria <stevég@havredegracemd.com> wrote:
The bridge inspection quote - was it just for Greenway- or did it include Lewis Lane and Chapel ?

Steve Gamatoria
Director of Administration
City of Havre de Grace
410-652-6643

Michele Widman
Procurement Officer
City of Havre de Grace
410-939-1800 ext 1109

Michele Widman
Procurement Officer
City of Havre de Grace
410-939-1800 ext 1109

<https://mail.google.com/mail/u/0/?ik=98fcdcc18e&view=pt&search=all&permthid=thread-f:1782657584366850026%7Cmsg-f:1782657584366850026&...> 1/1

BUDGET AMENDMENT

November 15, 2023

Amendment # 2024-05

SOURCE OF FUNDS

Account Number	Account Title	Amount
	General Fund 1	
	Water & Sewer Fund 9	
09-0001-48-50	CDBG Grants	\$182,000.00
09-0001-49-01	Beginning Fund Balance	\$241,800.00
	Total Sources	\$423,800.00

USE OF FUNDS

Account Number	Account Title	Amount
	General Fund 1	
01-1091-6507	Parking Land Acquisitions	(\$120,000.00)
01-1091-6508	STAR Centre Rehabilitation (Boiler)	\$30,000.00
01-1251-7100	Bridge Inspections	\$90,000.00
	Water & Sewer Fund 9	
09-1231-9024	WTP Upgrades	(\$200,000.00)
09-1232-9048	Water Line Upgrades (Commerce St)	(\$370,000.00)
09-1232-9055	Tower/Tank Reabilitation	(\$400,000.00)
09-1232-9057	Old Bay Lane Water Main Extension	(\$40,800.00)
09-1232-9059	Rt 155 Water Transmission Line	\$1,630,100.00
09-1232-9060	Ontario Street Sewer Line	(\$111,500.00)
09-1245-9042	Lafayette St PS Line Upgrade	(\$77,000.00)
09-1245-9044	WWTP Grit Tank	\$70,000.00
	Total Uses	\$423,800.00

REASON FOR ADJUSTMENT

To fund Route 155 Water Transmission Line, bridge inspections, and WWTP Grit Tank

AUTHORITY

City Council on 11/20/23.

APPROVAL

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

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Accepting Deed of Dedication for
Property between Bulle Rock Circle & Scenic Manor
(1st Reading)**

Date: **11/7/2023**

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 20, 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 CITY CHARTER SECTIONS 33, 34, 65, 66 AND 73 CONCERNING ACQUISITION OF 0.202 ACRES (MORE OR LESS) AND ACCEPTANCE OF A DEED OF DEDICATION REGARDING REAL PROPERTY LOCATED BETWEEN THE BULLE ROCK CIRCLE ON CHAPEL ROAD AND SCENIC MANOR

On: 11/20/2023

at: 7:00 p.m.

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

PUBLIC HEARING

A Public Hearing is scheduled for December 4, 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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34 **WHEREAS**, BR Landholder LLC is the owner (“Owner”) of approximately 0.202 acres
35 (more or less) of unimproved land recorded among the Land Records of Harford County, identified
36 by Tax ID No. 06-067069 and designated as Parcel A as shown on that certain plat entitled
37 “Revised Final Plat One, Bulle Rock” recorded on February 9, 2005 amount the Land Records of
38 Harford County, Maryland at Plat Book J.J.R. 117, page 93 (“Property”); and
39

40 **WHEREAS**, the Owner has offered to dedicate the Property to the City for zero (“0”)
41 consideration in exchange for the City covering costs associated with the transfer of such property,
42 including recording a deed in the land records; and
43

44 **WHEREAS**, the City has expressed an interest in acquiring the Property for a public
45 purpose as a City right of way given its proximity to Chapel Road, the Bulle Rock circle at Bulle
46 Rock Parkway, and Scenic Manor Drive; and
47

48 **NOW THEREFORE**, it is this ____ day of _____ 2023, determined,
49 decided, and ordained by a majority of the City Council members that the acquisition for a public
50 purpose Property defined above is approved, and the Mayor is authorized, in consultation with the
51 City Attorney, to executed a deed in substantially similar form as attached hereto as Exhibit A to
52 achieve such purpose.
53

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

55
56 ADOPTED by the City Council of Havre de Grace, Maryland this ____ day of _____,
57 2023.

58
59 SIGNED by the Mayor and attested by the Director of Administration this __ day of
60 _____, 2023.
61

62
63 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

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

William T. Martin
Mayor

70
71 Introduced/First Reading: 11/20/2023
72 Public Hearing:
73 Second Reading/Adopted:
74
75 Effective Date:

Exhibit A

FS-OS23-1573

Tax ID # 06-067069

Deed prepared without the benefit of a title exam.

This Deed is exempt from Recordation TPA 12-108(a)(1)(iv) and Transfer TPA 13-207(a)(1) taxes.

This Deed, made this ____ day of November, 2023, by and between **BR Landholder, LLC, GRANTOR**, and **The Mayor and City Council of Havre de Grace, a Municipal Corporation, GRANTEE**.

~Witnesseth~

That in consideration of the sum of No and 00/100 Dollars (\$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, as sole owner, 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:

All that certain parcel of land known and designated as "Parcel A" as shown on that certain plat entitled "Revised Final Plat One, Bulle Rock", recorded on February 9, 2005 among the Land Records or Plat Records of Harford County, Maryland in Plat Book JJR 117, Folio 93. Consisting of 0.202 acres more or less.

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

Tax ID Number: 06-067069

BEING the fee simple property which, by Deed dated January 8, 2021, and recorded March 17, 2021, in the Land Records of the County of Harford, Maryland, in Liber 14586, Folio 383, was granted and conveyed by Bulle Rock Investments, LLC unto BR Landholder, LLC.

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 The Mayor and City Council of Havre de Grace, as sole owner, 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.

BR LANDHOLDER, LLC

Witness

By: _____
Robert C. Ward, Manager

STATE OF MARYLAND }
COUNTY OF HARFORD } ss

I hereby certify that on this ____ day of November, 2023 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert C. Ward, and that as such officer, being authorized to do so, executed the foregoing Deed for the purposes therein contained, by signing the name of the limited liability company, by himself as such officer and further, did certify that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all, or substantially all, of the property and assets of the limited liability company, 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 ____ 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.

April C. Ishak, Esq.

AFTER RECORDING, PLEASE RETURN TO:
AC Ishak Law, LLC
224 N. Washington Street
Havre de Grace, MD 21078
443-502-5558

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Amending Section 205-13 Zoning
Definitions**

(1st Reading)

Date: **11/15/2023**

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

Purpose:

- FYI
 Read and Comment as Needed
 Action Required by November 20, 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 AMEND SECTION 205-13 ZONING - DEFINITIONS

On: 11/20/2023

at: 7:00 p.m.

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

PUBLIC HEARING

A Public Hearing is scheduled for December 4, 2023 at 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

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

32 Section 205-13

33
34 **DWELLING, MULTIFAMILY**

35 A detached building located on a single lot or parcel and designed for or used for residence
36 purposes by **[two]** three or more families or housekeeping units. Such buildings include
37 apartments, multiplexes and single-family residences converted to multifamily use
38

39 **OPEN SPACE**

40 The area within the boundaries of a development that is permanently set aside for public or private
41 use and will not be developed. Open space may be used as community open space and green space
42 **[intended to provide light, air, view and/or a quality or general appearance of openness, and**
43 **is designed for environmental, privacy, recreational or scenic purposes.]** Open space may
44 include, but shall not be limited to: [, lawns, decorative plantings,] walkways and trails, active
45 and passive recreation areas, undisturbed natural areas, wooded areas, natural creeks, streams,
46 lakes and similar water features, man-made lakes designed to be an attractive development
47 amenity, but which also may be used for stormwater management, stormwater management dry
48 ponds which are landscaped or contain existing trees, and areas where buffering, landscaping or
49 screening are required under City Code [this chapter]. **[The term "open space" shall include**
50 **the terms common "open space," "dedicated open space," and "usable open space."]**
51

52 **OPEN SPACE, ACTIVE**

53 Open space used for sports, exercise, walking, running, biking, or active play.
54

55 **OPEN SPACE, COMMUNITY**

56 The area of open space remaining after open space-green space has been designated, which may
57 include active or passive open space.
58

59 **OPEN SPACE, GREEN SPACE**

60 Open space maintained in a natural, undisturbed or revegetated condition that is not accessible to
61 the community, including conservation easements.
62

63 **OPEN SPACE, PASSIVE**

64 Open space similar to green space that is accessible to the community for sitting, relaxing or
65 other non-active uses.
66

67 In accordance with the provisions of the Maryland Ann. Code, Land Use Article, §4-203 and
68 the City Charter requirements, this ordinance shall become effective no earlier than ten days
69 after the close of the public hearing on the Zoning Code amendments set forth herein.
70

71 **NOW THEREFORE**, it is determined, decided, and ordained by the City Council that the
72 foregoing amendments to the City Code are hereby approved.
73

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

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

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ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

Introduced/First Reading: 11/20/2023
Public Hearing:
Second Reading/Adopted:
Effective Date:

First Reading

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Amending Chapter 2 Adequate Public Facilities and Chapter 198 Water and Sewers**
(1st Reading)

Date: **11/14/2023**

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 20, 2023
<input type="checkbox"/>	In Confidential File Drawer

Approve:

Johnny Boker Yes No No Comment

Comment: _____

Casi Boyer Yes No No Comment

Comment: _____

Vicki Jones Yes No No Comment

Comment: _____

Jim Ringsaker Yes No No Comment

Comment: _____

Jason Robertson Yes No No Comment

Comment: _____

Tammy Lynn Schneegas Yes No No Comment

Comment: _____

Note: N/A

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. _____

Introduced by _____ Council Member Boker

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND CHAPTER 2 ADEQUATE PUBLIC FACILITIES AND CHAPTER 198 WATER AND SEWERS OF THE CITY CODE

On: 11/20/2023
at: 7:00 p.m.

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

PUBLIC HEARING

A Public Hearing is scheduled for December 4, 2023 at 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

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

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33 **WHEREAS**, the Mayor and City Council want to promote the health, welfare, and safety of the
34 residents of the City of Havre de Grace by ensuring access to adequate public facilities, including
35 water and sewer; and

36
37 **WHEREAS**, the City desires to amend City Code Chapter 2 Adequate Public Facilities, and
38 Chapter 198 Water and Sewers to clarify application of those provisions; and

39
40 **WHEREAS**, the following amendments are recommended after consultation with the respective
41 Directors of Planning and Department of Public Works:

42
43 1. Chapter 2 of the City Code shall be amended by adding the following to 2.3 “Definitions”:

44
45 **§ 2-3 Definitions.**

46
47 As used in this chapter, the following terms shall have the meanings indicated:

48
49 **ADEQUATE PUBLIC FACILITIES**

50 Those facilities relating to schools, public roads, water supply and distribution systems, and
51 sewage disposal systems meeting standards established in this chapter.

52
53 **CITY**

54 The City of Havre de Grace.

55
56 **DEVELOPER**

57 An entity (including but not limited to a person, business, corporation, partnership, limited
58 liability company, or unincorporated association) responsible for the development of a piece
59 of land.

60
61 **TRAFFIC IMPACT ANALYSIS (TIA)**

62 A technical appraisal or study that identifies the impacts of a new or expanded development
63 on the public road system; identifies potential traffic operational problems or concerns and
64 recommends appropriate actions to address such problems or concerns; and assists in
65 determining the degree of financial responsibility of the developer in mitigating such impacts.

66
67 **WATER CAPACITY**

68 The ability to provide adequate water supply to a site considering the number of housing
69 or commercial units to be served and the water treatment plant’s ability to process the
70 volume of water needed for such site together with the City’s ability to distribute the water
71 through existing distribution and transmission lines from a public, off-site, or on-site source
72 of supply in a manner consistent with all applicable regulations and standards for water
73 pressure (measured by psi), including but not limited to the National Fire Protection
74 Association minimum standards for fire suppression and other state and federal laws.
75

76 § 2-6 Standards enumerated.

77

78 A. Preliminary subdivision plans and site plans shall not be approved unless adequate public
79 facilities are available to serve the development based on the standards set forth in this section.
80 The Director of Public Works may waive certain submission requirements for projects with
81 minimal impact to the water and sewer system or roads; such as minor subdivisions of less than
82 three lots and redevelopment projects that do not significantly increase demand on the water and
83 sewer system or roads.

84

85 B. Approval of a subdivision or site plan does not guarantee water or sewer capacity. In a case
86 where public facilities become inadequate following the approval of a subdivision or site plan but
87 prior to the issuance of a permit, the Administration pursuant to the authority granted by the City
88 Charter and under the supervision of the Mayor, may deny any and all permits pending a review
89 of capacity needs. Anyone who is denied a permit under this provision of the City Code may appeal
90 the Administration's decision to the City Council.

91

92 2. Chapter 198 of the City Code shall be amended and added to as follows:

93

94 § 198-1 Abbreviations and definitions.

95

96 **ACT or THE ACT**

97 The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended,
98 33 U.S.C. § 1251 et seq.

99

100 **APPROVAL AUTHORITY**

101 Maryland Department of the Environment (MDE).

102

103 **AUTHORIZED REPRESENTATIVE:**

104 (1) A responsible corporate officer such as a president, secretary, treasurer, or vice president
105 of the corporation in charge of a principal business function, or any other person who
106 performs similar policy- or decisionmaking functions for the corporation, or the manager
107 of one or more manufacturing, production, or operation facilities employing more than 250
108 persons or having gross annual sales or expenditures exceeding \$25,000,000, if authority
109 to sign documents has been assigned or delegated to the manager in accordance with
110 corporate procedures; or

111

112 (2) A general partner or proprietor if the industrial user is a partnership or sole proprietorship
113 respectively; or

114

115 (3) A duly authorized representative of the individual designated in Subsection (1) or (2) above
116 if:

117

118 (a) The authorization is made in writing by the individual described in Subsection (1) or
119 (2); and

120

121 (b) The authorization specifies either an individual or a position having responsibility for
122 the overall operation of the facility from which the industrial discharge originates, such
123 as the position of plant manager, operator of a well, or a position of equivalent
124 responsibility, or having overall responsibility for environmental matters for the
125 company; and
126

127 (c) The written authorization is submitted to the control authority.
128

129 (4) If authorization under Subsection (3) is no longer accurate because a different individual
130 or position has responsibility, a new authorization must be submitted to the POTW prior to
131 or together with any reports to be signed by an authorized representative.
132

133 **BIOCHEMICAL OXYGEN DEMAND (BOD)**

134 The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard
135 laboratory procedures in five days at 20° C., expressed in terms of weight or concentrations
136 (milligrams per liter).
137

138 **BYPASS**

139 The intentional diversion of waste streams from any portion of an industrial user's treatment
140 facility.
141

142 **CONTROL AUTHORITY**

143 The City of Havre de Grace.
144

145 **COOLING WATER**

146 Water discharged from any use such as air conditioning, cooling or refrigeration, during
147 which the only pollutant added to the water is heat.
148

149 **DIRECTOR**

150 The Director of Public Works of this City or his duly appointed deputy, agent or
151 representative.
152

153 **DOMESTIC WASTEWATER**

154 Liquid wastes originating from private residences and containing those pollutants and
155 pollutant concentrations that are normally associated with household activities. See the
156 definition of "nondomestic wastewater."
157

158 **GARBAGE**

159 Solid wastes from the domestic and commercial preparation, cooking and dispensing of food,
160 and from the handling, storage and sale of food.
161

162 **INDIRECT DISCHARGE**

163 The introduction of nondomestic pollutants into the POTW from any nondomestic source
164 regulated under Section 307(b), (c) or (d) of the Act.
165

166 **INDUSTRIAL USER**

167 A source of indirect discharge resulting from the processes employed in industrial,
168 manufacturing, trade or business establishments, as distinct from domestic wastewaters.

169
170 **INTERFERENCE**

171 A discharge which alone or in conjunction with a discharge or discharges from other sources:

172

173 (1) Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge
174 processes, use or disposal; and

175

176 (2) Therefore is a cause of a violation of any requirement of the POTW's NPDES permit
177 (including an increase in the magnitude or duration of an violation) or of the prevention
178 of sewage sludge use or disposal in compliance with the following statutory provisions
179 and regulations issued thereunder (or more stringent state or local regulations): Section
180 405 of the Clean Water Act, the SWDA (including Title II, more commonly referred
181 to as "RCRA"), and including state regulations contained in any state sludge
182 management plan prepared pursuant to Subtitle D of the SWDA, the Clean Air Act, the
183 Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries
184 Act.

185

186 **NATIONAL CATEGORICAL PRETREATMENT STANDARD**

187 Any regulation containing pollutant discharge limits which applies to a specific category of
188 industrial users promulgated by the EPA in accordance with Section 307(b) and (c) of the Act
189 (33 U.S.C. § 1347).

190

191 **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)**

192 The program for issuing, conditioning and denying permits for the discharge of pollutants
193 from point sources into the navigable waters, the contiguous zone and the oceans pursuant to
194 Section 1342 of the Act.

195

196 **NEW SOURCE:**

197

198 (1) Any building, structure, facility or installation from which there is or may be a
199 discharge of pollutants, the construction of which commenced after the publication of
200 proposed pretreatment standards under Section 307(c) of the Act which will be
201 applicable to such source if such standards are thereafter promulgated in accordance
202 with that section, provided that:

203

204 (a) The building, structure, facility or installation is constructed at a site at which no
205 other source is located; or

206

207 (b) The building, structure, facility, or installation totally replaces the process or
208 production equipment that causes the discharge of pollutants at an existing source;
209 or

210

- 211 (c) The production or wastewater-generating processes of the building, structure,
212 facility or installation are substantially independent of an existing source at the
213 same site. In determining whether these are substantially independent, factors such
214 as the extent to which the new facility is integrated with the existing plant and the
215 extent to which the new facility is engaged in the same general type of activity as
216 the existing source should be considered.
217
- 218 (2) Construction on a site at which an existing source is located results in a modification
219 rather than a new source if the construction does not create a new building, structure,
220 facility or installation meeting the criteria of Subsection (1)(b) or (1)(c) of this section
221 but otherwise alters, replaces, or adds to existing process or production equipment.
222
- 223 (3) Construction of a new source as defined under this section had commenced if the owner
224 or operator has:
- 225
- 226 (a) Begun or caused to begin as part of a continuous on-site construction program;
- 227
- 228 [1] Any placement, assembly, or installation of facilities or equipment; or
- 229
- 230 [2] Significant site preparation work including clearing, excavation, or removal
231 of existing buildings, structures, or facilities which is necessary for the
232 placement, assembly, or installation of new source facilities or equipment; or
233
- 234 (b) Entered into a binding contractual obligation for the purchase of facilities or
235 equipment which are intended to be used in its operation within a reasonable time.
236 Options to purchase or contracts which can be terminated or modified without
237 substantial loss, and contracts for feasibility, engineering, and design studies do not
238 constitute a contractual obligation under this subsection.
239

240 **NONDOMESTIC WASTEWATER**

241 The liquid wastes originating from establishments engaged in some form of business,
242 commercial or industrial activity. See the definition of "domestic wastewater."
243

244 **NPDES or STATE DISCHARGE PERMIT**

245 A permit issued pursuant to Section 402 of the Federal Water Pollution Control Act (33
246 U.S.C. § 1342) or Title 9, §§ 9-323 and 9-324 of the Health-Environmental Article of the
247 Annotated Code of Maryland.
248

249 **PASS THROUGH**

250 A discharge which exits the POTW into waters of the United States in quantities or
251 concentrations which, alone or in conjunction with a discharge of discharges from other
252 sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including
253 an increase in the magnitude or duration of a violation).
254

255 **PERSON**

256 Any individual, partnership, firm, company, corporation, association, joint-stock company,
257 trust, estate, governmental entity or any other legal entity, or their legal representatives, agents
258 or assigns. The masculine gender shall include the feminine, the singular shall include the
259 plural, where indicated by the context.

260

261 **pH**

262 The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in
263 grams per liter of solution.

264

265 **POLLUTANT**

266 Any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge,
267 munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or
268 discharged equipment, rock, sand, cellar dirt and industrial, municipal, commercial and
269 agricultural waste or any other contaminate.

270

271 **PRETREATMENT or TREATMENT**

272 The reduction, elimination or alteration of pollutant properties to a less harmful state prior to
273 or in lieu of discharge or introduction into a POTW. This can be accomplished by physical,
274 chemical or biological processes, process changes or other means, except as prohibited by 40
275 CFR 403.6(d).

276

277 **PRETREATMENT COORDINATOR**

278 The person appointed by the Director of Public Works to supervise the pretreatment program,
279 and who is charged with certain duties and responsibilities by this chapter or his duly
280 authorized representative.

281

282 **PRETREATMENT REQUIREMENTS**

283 Any substantive or procedural requirement related to pretreatment imposed on an industrial
284 user, other than a pretreatment standard.

285

286 **PRETREATMENT STANDARDS or NATIONAL CATEGORICAL PRETREATMENT**
287 **STANDARDS**

288 Any regulation containing pollutant discharge limits promulgated by the EPA in accordance
289 with Section 307(b) and (c) of the Act which applies to a specific category of industrial users.

290

291 **SEVERE PROPERTY DAMAGE**

292 Substantial physical damage to property, damage to the treatment facilities which causes them
293 to become inoperable, or substantial and permanent loss of natural resources which can
294 reasonably be expected to occur in the absence of a bypass. "Severe property damage" does
295 not mean economic loss caused by delays in production.

296

297 **SIGNIFICANT INDUSTRIAL USER:**

298 (1) Any industrial user who is subject to categorical pretreatment standards; or

299

300 (2) Any other user that:

- 301 (a) Discharges an average of 25,000 gallons per day or more of process wastewater
- 302 (excluding sanitary, noncontact cooling and blowdown wastewater); or
- 303
- 304 (b) Contributes a process waste stream that makes up 5% or more of the hydraulic or
- 305 organic capacity of the POTW; or
- 306
- 307 (c) Is found by the City, State or EPA to have reasonable potential for adversely
- 308 affecting the POTW's operation, the quality of the sludge, the POTW's effluent
- 309 quality, or air emissions generated by the system, or air emissions generated by the
- 310 system, or for violating any pretreatment standard or requirement.
- 311

312 Upon finding that an industrial user meeting the criteria of Subsection (2)(a),
313 (b) and (c) of this definition has no reasonable potential for adversely affecting
314 the POTW's operation or for violating any pretreatment standard or
315 requirement, the City may at any time, on its own initiative or in response to a
316 petition received from an industrial user, and in accordance with 40 CFR
317 403.8(f)(6), determine that such industrial user is not a significant industrial
318 user.

319
320 **SLUG**

321 Any discharge of significant quantities of water, sewage, industrial waste which in
322 concentration of any given constituent or quantity of flow could cause interference of the
323 treatment works, pass through the POTW treatment plant, endanger sewer worker safety,
324 contaminate the sludge, or cause a violation of any permit issued the POTW.

325
326 **STORMWATER**

327 Any flow occurring during or immediately following any form of natural precipitation and
328 resulting therefrom.

329
330 **SUPERINTENDENT**

331 The person appointed by the Director of Public Works to supervise the operation of the
332 POTW, and who is charged with certain duties and responsibilities by this chapter, or his duly
333 authorized representative.

334
335 **SUSPENDED SOLIDS**

336 The total suspended matter that floats on the surface of or is suspended in water, wastewater
337 or other liquids, and which is removable by laboratory filtering.

338
339 **TOXIC POLLUTANT**

340 Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the
341 EPA under Section 307(a) of the Federal Water Pollution Control Act or other federal statutes
342 or in regulations promulgated by the Maryland Office of Environmental Programs under state
343 law.

344

345 **UNPOLLUTED WATER**

346 Water not containing any pollutants limited or prohibited by the effluent standards in effect,
347 or water whose discharge will not cause any violation of receiving water quality standards.

348

349 **USER**

350 Any person who contributes, causes or permits the contribution of wastewater into the City
351 of Havre de Grace POTW.

352

353 **USER CLASSIFICATION**

354 A classification of use based on the 1972 (or subsequent) Edition of the Standard Industrial
355 Classification (SIC) Manual prepared by the Office of Management and Budget.

356

357 **WATER CAPACITY**

358 Has the meaning stated in §2-3 of the Adequate Public Facilities Ordinance Chapter 2 of the City
359 Code.

360

361 **WASTEWATER**

362 The liquid and water-carried industrial or domestic wastes from dwellings, commercial
363 buildings, industrial facilities and institutions, together with any groundwater, surface water
364 and stormwater that may be present, whether treated or untreated, which is discharged into or
365 permitted to enter the City's treatment works.

366

367 **WASTEWATER TREATMENT SYSTEM or SYSTEM**

368 Any devices, facilities, structures, equipment or works owned or used by the City for the
369 purpose of transmission, storage, treatment, recycling and reclamation of industrial and
370 domestic wastes, or necessary to recycle or reuse water at the most economical cost over the
371 estimated life of the system, including intercepting sewers, outfall sewers, sewage collection
372 systems, pumping, power and other equipment, and their appurtenances; extensions,
373 improvements, remodeling, additions and alterations thereof; elements essential to provide a
374 reliable recycled supply such as standby treatment units and clear well facilities; and any
375 works, including site acquisition of the land that will be an integral part of the treatment
376 process or is used for ultimate disposal of residues resulting from such treatment.

377

378 **WATERS OF THE STATE**

379 Includes:

380 (1) Both surface and underground waters within the boundaries of this state subject to its
381 jurisdiction, including that part of the Atlantic Ocean within the boundaries of this state,
382 the Chesapeake Bay and its tributaries and all ponds, lakes, rivers, streams, public
383 ditches, tax ditches and public drainage systems within this state, other than those
384 designed and used to collect, convey or dispose of sanitary sewage; and

385

386 (2) The floodplain of free-flowing waters determined by the Department of Natural
387 Resources on the basis of one-hundred-year flood frequency.

388

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

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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: 11/20/2023

Public Hearing:

Second Reading/Adopted:

Effective Date:

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Amending Portions of Chapter 151
regarding Electronic Signs**

(1st Reading)

Date: **11/13/2023**

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 20, 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 AND LAND USE ARTICLES OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND PORTIONS OF CITY CODE CHAPTER 151 REGARDING ELECTRONIC SIGNS

On: 11/20/2023
at: 7:00 p.m.

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

PUBLIC HEARING

A Public Hearing is scheduled for December 4, 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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Pertinent sections of City Code Chapter 151-Signs are amended below with additions shown as underlined, and deletions shown within **[bold brackets]**.

§ 151- Signs

§ 151-6 **Definitions.**

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

NIT

Brightness is generally expressed in a numerical value (NIT). A nit is a unit of measurement of luminance, or the intensity of visible light, where one nit is equal to one candela (candlepower) per square meter (CD/M2).

§ 151-21 **Electronic message centers.**

A. In the C/Commercial District, electronic message centers are permitted with a maximum sign area of 16 square feet. The Board of Appeals may approve an electronic message center up to 24 square feet as a special exception.

B. Electronic Message Centers shall be permitted on a municipal property as approved by the City Council and at any property housing Emergency Services.

(1) All Electronic Message Centers shall not exceed 24 square feet and shall be permanently installed on an appropriate foundation.

(2) Electronic Message Centers that are located at an Emergency Services location, may provide advertisements that support the mission of the service. Additionally, the City Administration shall have the availability to use the signs as a means of outreach for public safety information

C. [B] Additional general electronic message center regulations:

(1) One electronic message center is permitted per property. Where a shopping center or industrial park has been subdivided, only one is permitted.

(a) The sign may provide advertisements for all businesses within the shopping center or business park.

(b) The Board of Appeals may approve additional electronic message centers for individual lots as a special exception up to 16 square feet.

(2) An electronic message center sign may be a portion of a building sign or freestanding sign, or may comprise the entire sign area.

(3) All electronic message center signs shall have automatic dimming controls, either by photocell (hardwired) or via software settings, in order to bring the electronic message center lighting level at night into compliance with § **151-22** of this code, Sign illumination standards.

79 (4) Electronic message center signs shall have a minimum display time of eight seconds.
80 The transition time between messages and/or message frames is limited to three
81 seconds, and these transitions may employ fade, dissolve, and or other transition
82 effects.

83
84 (5) The following electronic message center display features and functions are
85 prohibited: continuous scrolling and/or traveling, flashing, spinning, rotating, and
86 similar moving effects, and all dynamic frame effects or patterns of illusionary
87 movement or simulating movement.

88
89 (6) Full-motion video or film display via an electronic file imported into the electronic
90 message center software or streamed in real time into the sign is prohibited.

91
92 (7) Temporary or portable electronic message centers are not permitted.
93

94 § 151-22 Sign illumination standards.

95
96 Signs may be illuminated consistent with the following standards:
97

98 A. A sign in any district may be illuminated at night. Electronic message centers shall **[not be**
99 **operational between the hours of 10:00 p.m. and 6:00 a.m.]** be equipped with automatic
100 dimming capabilities, and shall dim as required in Section 152-22 B of this code.

101
102 B. Electronic Message Centers shall have a maximum luminance of 8,000 nits during daylight
103 hours and 500-800 nits at nighttime.

104
105 C. [B] Signs that have external illumination, whether the lighting is mounted above or below the
106 sign face or panel, shall have lighting fixtures or luminaires that are fully shielded.

107
108 D. [C] The light from any illuminated sign or from any light source, including interior of a
109 building, shall be so shaded, shielded or directed that the light intensity or brightness shall
110 not adversely affect surrounding or facing premises nor adversely affect safe vision of
111 operators of vehicles moving on public or private roads, highways, or parking areas. Light
112 shall not shine or reflect on, or into, residential structures. Illumination projected onto a sign
113 must be confined as completely as possible to the face of the sign.

114
115 E. [D] On-premises signs do not constitute a form of outdoor lighting at night and are exempt
116 from any other outdoor lighting regulations that the City has adopted or will adopt in the
117 future.

118
119 **NOW, THEREFORE**, it is determined, decided, and ordained by the City Council that the
120 foregoing is hereby approved.

121
122 ADOPTED by the City Council of Havre de Grace, Maryland this ____ day of ____, 2023.

123
124 SIGNED by the Mayor and attested by the Director of Administration this ____ day of ____,
125 2023.

127
128
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ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

Introduced/First Reading: 11/20/2023
Public Hearing:
Second Reading/Adopted:
Effective Date:

First Reading

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Special Event - Community Christmas Eve Eve
Candlelight Service**

December 23, 2023

Date: **11/16/2023**

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

Purpose:

- FYI
 Read and Comment as Needed
 Action Required by November 20, 2023
 In Confidential File Drawer

Approve:

Johnny Boker Yes No No Comment

Comment: _____

Casi Boyer Yes No No Comment

Comment: _____

Vicki Jones Yes No No Comment

Comment: _____

Jim Ringsaker Yes No No Comment

Comment: _____

Jason Robertson Yes No No Comment

Comment: _____

Tammy Lynn Schneegas Yes No No Comment

Comment: _____

Note: N/A

EVENT APPLICATION CHECKLIST

Office Use Only
Date Received 10/31/23
Tracking # 1095 24 0014

EVENT NAME: Community Christmas Candlelight Service
Sponsor Organization: Restore Church
Business Address: 15 N. Saulton Rd Havre de Grace MD 21078
On-Site Contact Person: Mary Peña
Contact Information Phone: _____ Email: _____
Back-Up On-Site Contact Person: Adam Barnes
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 # 274964677 (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 | <u>Candlelight
Christmas Eve Eve
Service</u> |
| <input type="checkbox"/> Parade | <input type="checkbox"/> 5K/10K/Walk * | |
| <input type="checkbox"/> Rally | <input type="checkbox"/> Fishing Tournament | |

* a fee may be charged

Date/Time:

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

Setup	Date: <u>12/23/23</u>	Begin Time: <u>4 pm</u>
Event Starts	Date: <u>12/23/23</u>	Time: <u>6 pm</u>
Event Ends	Date: <u>12/23/23</u>	Time: <u>8 pm</u>
Breakdown	Date: <u>12/23/23</u>	End Time: <u>9 pm</u>
Rain Date	Date: <u>N/A</u>	

Is timeframe the same? Yes No

If no, include new times: _____

Location: (see attached map)

- | | |
|---|--|
| <input checked="" 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
(no amplified sound) |
| <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 type="checkbox"/> Other location (explain) |

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

Anticipated Attendance: 150

Admission Fee (if any): N/A

Requested City Services:

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

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

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

- Parking/No Parking Signs:** Please designate on a map the areas to be designated for Parking/No Parking (include Handicap Parking).
- Public Restrooms:** Public Restrooms are available and located at or near Millard E. Tydings Memorial Park and City Yacht Basin, Frank J. Hutchins Memorial Park, Concord Point Park, and McLhinney Park. These public restrooms will be cleaned and stocked with the necessary supplies.
- Electricity Needed (limited availability):** Please attach an electrical site plan to include placement of extension cords, generators and the anticipated amperage draw.

- Other:** Please explain:

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

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

Serving hot & cold non alcoholic beverages

Travelin' Tom's of Bel Air for a truck

Food Service:

Yes No Will there be food sold at your event?

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

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.

N/A

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: Captain Krass Badge # 7761

Date Contacted: 10/31/23

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.

We keep a first aid kit at all of our events & would contact 911 in case of an emergency.

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: Community Christmas Eve Eve Candlelight Service

Print Name of Event Sponsor Mary Peña | Restore Church

Title Executive Pastor

Phone _____ Email _____

Signature Mary Peña Date 10/31/23

Received by Kelley Ernest Date 10-31-23
City Official



THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD
1445 NORTH BOONVILLE AVENUE SPRINGFIELD, MISSOURI 65802-1894

JAMES T. BRADFORD
GENERAL SECRETARY

417-862-2781
417-862-0133 FAX
GENERALSECRETARY@AG.ORG

August 22, 2011

TO WHOM IT MAY CONCERN:

THIS IS TO CERTIFY The General Council of the Assemblies of God, 1445 N. Boonville Avenue, Springfield, Missouri, Federal Identification Number: 44-0577787, is recognized by the Internal Revenue Service as a 501(c)(3) tax exempt nonprofit corporation, with Group Exemption Number: 1678; and Restore Church, Havre de Grace, Maryland, Federal Identification Number 27-4964677, an official church recognized by the General Council of the Assemblies of God and was officially listed as part of the General Council of the Assemblies of God on March 31, 2011, and that it is therefore one of the exempt subordinate units covered by the attached exemption letters issued to us by the Internal Revenue Service under the 501(c)(3) ruling of the federal tax code.

Any favor that can be shown to this church will be sincerely appreciated.

In Christ,

A handwritten signature in cursive script that reads 'James Bradford'.

James T. Bradford
General Secretary

JTB:ns
Enclosure



THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD
1445 NORTH BOONVILLE AVENUE SPRINGFIELD, MISSOURI 65802-1894

JAMES T. BRADFORD
GENERAL SECRETARY

417-862-2781
417-862-0133 FAX
GENERALSECRETARY@AG.ORG

August 22, 2011

Restore Church
616 Ontario St
Havre de Grace, MD 21078

Dear Friends,

Greetings in Christ's name,

This is in response to your request for assistance with respect to exemption as established for our churches and units with the IRS.

We are enclosing the necessary documents and believe that you will have no difficulty by presenting these.

We have supplied you with a certification showing that your church is a subordinate unit of The General Council of the Assemblies of God. The rest of the material is from the Cumulative List of Organizations, as published by the IRS and which shows a page there from on which the name General Council of the Assemblies of God appears. Also enclosed are the letters from the IRS stating our status of exemption.

Please note that one of the IRS letters lists the General Council's Federal Identification Number as 44-0577787. Let me stress that this is the General Council's number, and should never be used by an affiliated church. Each church that withholds payroll taxes must have its own Federal Identification Number.

We sincerely trust that you will find this material helpful.

In Christ,

A handwritten signature in black ink that reads "James Bradford". The signature is written in a cursive, flowing style.

James T. Bradford
General Secretary

JTB:ns
Enclosure



Imagery ©2023 Maxar Technologies, U.S. Geological Survey, Map data ©2023 Google 50 ft

Rectangle = blow up
Screen for lyrics
& video

- = speakers From garage
- x = generator for screen & speakers Extension cord for musicians/instrument & to projector

NP : No parking (Traveling Tom's or Bel Air Coffee Truck) will park here.



YOU'RE INVITED!

*Community
Christmas Eve Eve
Candlelight Service*

SATURDAY, DECEMBER 23

**6:00 PM - 7:00 PM
PHOTOS W/ SANTA
TRAVELIN' TOM'S
COFFEE TRUCK**

**7PM - 7:45PM
SONGS & SERVICE**

**TYDINGS PARK
HAVRE DE GRACE**

HOSTED BY:

Restore
CHURCH *





NO PARKING signage indicated

SPECIAL EVENTS WORK SHEET

Event:	Community Christmas Candlelight Service	Tracking ID 1095 24 0014
Dates:	12/23/2023	
Time of set up:	4:00PM - 6:00PM	
Take down time:	8:00PM - 9:00PM	
Time of actual event:	6:00PM - 8:00PM	
Location:	Millard E. Tydings Memorial Park 352 Commerce Street	

	Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
PD						
Notes	Patrol will handle this. <i>Completed: 11/16/2023</i>					
	Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
DPW		2			60	120
Notes	Clean & stock bathrooms. Turn on electricity. No Parking - 2 spaces for Food Truck. <i>Completed: 11/16/2023</i>					
Grand Total	0	2	0	\$60.00	0	\$120.00
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)					

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Special Event - New Year's Eve Duck Drop**

December 31, 2023

Date: **11/16/2023**

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

Purpose:

- FYI
 Read and Comment as Needed
 Action Required by November 20, 2023
 In Confidential File Drawer

Approve:

Johnny Boker Yes No No Comment

Comment: _____

Casi Boyer Yes No No Comment

Comment: _____

Vicki Jones Yes No No Comment

Comment: _____

Jim Ringsaker Yes No No Comment

Comment: _____

Jason Robertson Yes No No Comment

Comment: _____

Tammy Lynn Schneegas Yes No No Comment

Comment: _____

Note: N/A

EVENT APPLICATION CHECKLIST

Office Use Only
Date Received 11-15-2023
Tracking # 1011 19 0006

EVENT NAME: New Year's Eve Duck Drop

Sponsor Organization: City of Havre de Grace/Susquehanna Hose Company

Business Address: 711 Pennington Avenue, Havre de Grace, MD 21078

On-Site Contact Person: Bob Denton- Fireworks

Contact Information **Phone:** _____ **Email:** _____

Back-Up On-Site Contact Person: Ed Grainger- Fire Dept Op's

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 # _____ (attach non-profit status documentation to application)

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

DPW on call will be assigned to Concord Point : Jeff Thompson will be on site with PA

Event Category:

- Athletic/Recreation
- Festival
- Parade
- Rally
- Concert/Performance
- Carnival
- 5K/10K/Walk *
- Fishing Tournament
- Other (explain)

* 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: 12/31/2023

Begin Time: 8 pm

Event Starts Date: 12/31/2023

Time: 10 pm

Event Ends Date: 1/1/2024

Time: 12:30 am

Breakdown Date: 1/1/2024

End Time: 1 am

Rain Date Date: None

Is timeframe the same? Yes No

If no, include new times: _____

Location: (see attached map)

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

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

Anticipated Attendance: 1,000

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.

No parking 6 pm to 1 am. Road closure on Lafayette at Young Street to Alliance & Concord Streets. No parking on half of Alliance Street - reserved for Susquehanna Hose Company (see map).

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:

On site contacts Bob Denton - fireworks; Ed Grainger - Fire Dept Ground Ops
Jeff Thompson - sound system

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.

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.

SHCo will have EMS available.

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: New Year's Eve Duck Drop

Print Name of Event Sponsor Bambi Johnson

Title Chief

Phone 410-939-1800 X5200 Email BAMBIJ@HAVREDEGRACEMD.COM

Signature *Bambi Johnson* Date 11/15/23

Received by *Kiley Ernest* City Official Date 11/15/23

Concord Point Park

**ROAD CLOSURE
INDICATED IN RED**



SPECIAL EVENTS WORK SHEET

Event:	New Year's Eve Duck Drop	Tracking ID: 1011190006
Dates:	12/31/2023	
Time of set up:	8:00 p.m. - 10 p.m.	
Take down time:	12:30 a.m. - 1:00 a.m.	
Time of actual event:	10 p.m. - 12:30 a.m.	
Location:	Concord Point Park	

	Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
PD	5	20		\$115.00	20	\$2,300.00

Notes

Completed 11/15/2023

	Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
DPW		15	6	\$61.62	21	\$1,478.88

Notes

Install port-o-pot on barge, prepare and set-up no parking signs and barricades, deliver 1 ton for barricade only, set-up extra trash containers. Clean-up following event - remove all cones, barricades, and signs. Remove port-o-pot from barge, Clean and re-stock bathrooms at Lafayette Pump Station .
Completed 11.14.23

Grand Total	5	35	6	\$176.62	41	\$3,778.88
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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)					
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CITY COUNCIL

READ FILE COVER SHEET

Subject: **Special Event - Summer Concerts in the Park - 2024**

Date: **11/16/2023**

June 7, 14, 21, 28, July 5, 12, 19, 26

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 20, 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 11-9-23
Tracking # 1011 19 0013

EVENT APPLICATION CHECKLIST

EVENT NAME: Summer Concerts in the Park 2024
Sponsor Organization: Havre de Grace Arts Commission
Business Address: 812 South Union Avenue, HdG
On-Site Contact Person: Mrs. Carolyn Foley
Contact Information Phone: _____ Email: N/A
Back-Up On-Site Contact Person: Lindsay Jones
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 # _____ (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 checked="" type="checkbox"/> Concert/Performance | <input type="checkbox"/> Other (explain) |
| <input type="checkbox"/> Festival | <input type="checkbox"/> Carnival | <u>June 7, 14, 21, 28</u>
<u>July 5, 12, 19, 26</u> |
| <input type="checkbox"/> Parade | <input type="checkbox"/> 5K/10K/Walk * | |
| <input type="checkbox"/> Rally | <input type="checkbox"/> Fishing Tournament | |

* a fee may be charged

Date/Time: Friday evenings - June and July 2024 (8 concerts)

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

Setup	Date: _____	Begin Time: <u>5 pm</u>
Event Starts	Date: _____	Time: <u>7:30 pm</u>
Event Ends	Date: _____	Time: <u>9:30 pm</u>
Breakdown	Date: _____	End Time: 10:00 pm

Rain Date Date: no rain dates Is timeframe the same? Yes No
If no, include new times: _____

Location: (see attached map)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Millard E. Tydings Memorial Park
(352 Commerce Street)
<u>includes gazebo & picnic areas</u> | <input type="checkbox"/> Community Pavilion (tent) at Frank J. Hutchins
Memorial Park (100 Congress Avenue) \$250 fee per day
(no amplified sound) |
| <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 type="checkbox"/> Other location (explain) |

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

Anticipated Attendance: 200 per event Admission Fee (if any): Free

Requested City Services:

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

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

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

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

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

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

Other: Please explain:

Verification of working / functional plugs and lights at the gazebo by noon

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.

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: Cpt Krass 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.

Call 911
HDG Ambulance Corps / SHCO

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: Summer Concerts in the Park 2024

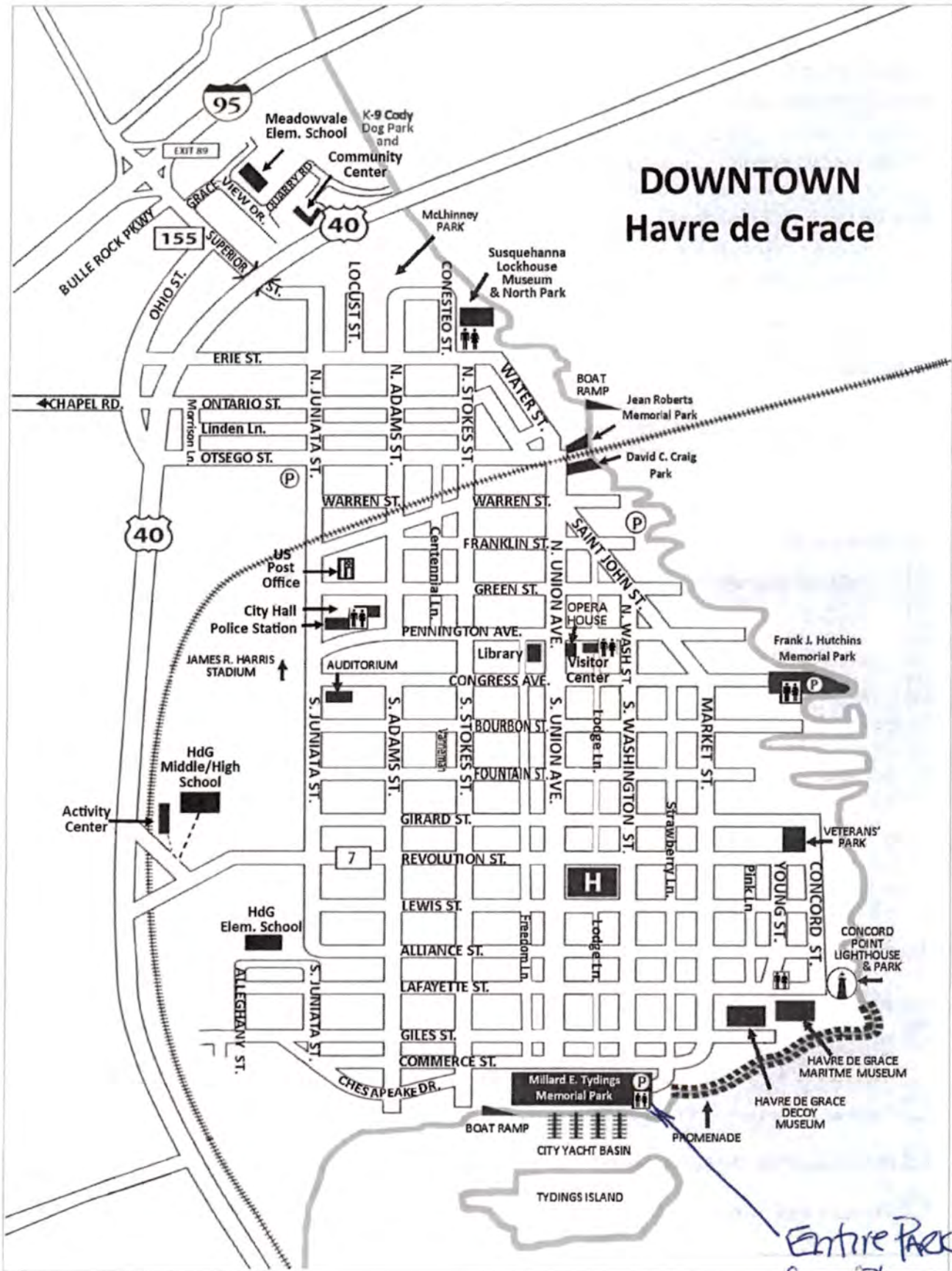
Print Name of Event Sponsor HAVRE DE GRACE ARTS COMMISSION

Title CONCERT CHAIR - MRS. CAROLYN FOLEY

Phone _____ Email _____

Signature Carolyn A. Foley Date 11-9-23

Received by Sophia Shamataka 11/9/23.
City Official Date



DOWNTOWN Havre de Grace

*Entire Park
from Playground
to New Camp*

SPECIAL EVENTS WORK SHEET

Event:	Concerts in the Park	Tracking ID: 1011 19 0013
Dates:	Every Friday in June & July 2024 - June 7, 14, 21, 28 & July 5, 12, 19, 26	
Time of set up:	5:00 p.m.	
Take down time:	9:00 p.m. - 10 p.m.	
Time of actual event:	7:30 p.m. - 9 p.m.	
Location:	Tydings Park - includes Gazebo and Picnic areas	

	Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
PD					0	\$0.00
Notes	This event will be handled by patrol units. This could change if modified. 10/27/2023					
	Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
DPW	1	24	0	\$60.00	24	\$1,440.00
Notes	Clean & stock bathrooms for 8 events. Electricity and lights at Gazebo. Updated 11.14.23					
Grand Total	1	24	0	\$60.00	24	\$1,440.00
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)					

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Special Event - HdG Youth Sailing Program Summer Camp**

June 17-August 9, 2024

Date: **11/16/2023**

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

Purpose:

- FYI
- Read and Comment as Needed**
- Action Required by November 20, 2023**
- In Confidential File Drawer

Approve:

Johnny Boker Yes No No Comment

Comment: _____

Casi Boyer Yes No No Comment

Comment: _____

Vicki Jones Yes No No Comment

Comment: _____

Jim Ringsaker Yes No No Comment

Comment: _____

Jason Robertson Yes No No Comment

Comment: _____

Tammy Lynn Schneegas Yes No No Comment

Comment: _____

Note: N/A

EVENT APPLICATION CHECKLIST

Office Use Only
Date Received 11-6-23
Tracking # 1011 19 0019

EVENT NAME: Havre de Grace Youth Sailing Program Summer Camp

Sponsor Organization: Havre de Grace Youth Sailing Program

Business Address: 329 Bounding Home Court, Havre de Grace, MD 21078

On-Site Contact Person: Rick Wahl

Contact Information Phone: _____ Email: _____

Back-Up On-Site Contact Person: Nicole Sikowitz

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 # 81-3067000 (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 checked="" type="checkbox"/> Athletic/Recreation | <input type="checkbox"/> Concert/Performance | <input 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 | |

* 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>6/15 - 16</u>	Begin Time: <u>8am</u>
Event Starts	Date: <u>6/17</u>	Time: <u>8am</u>
Event Ends	Date: <u>8/9</u>	Time: <u>4pm</u>
Breakdown	Date: <u>8/10</u>	End Time: <u>4pm</u>
Rain Date	Date: <u>NA</u>	

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

Location: (see attached map)

- | | |
|---|---|
| <input type="checkbox"/> Millard E. Tydings Memorial Park | <input checked="" type="checkbox"/> Community Pavilion at Frank J. Hutchins Memorial Park |
| <input type="checkbox"/> Concord Point Park | <input type="checkbox"/> David Craig Park |
| <input type="checkbox"/> McLhinney Park | <input type="checkbox"/> K-9 Cody Dog Park |
| <input type="checkbox"/> Veteran's Park | <input type="checkbox"/> Other location (explain) |

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

Anticipated Attendance: 230

Admission Fee (if any): \$425/camper

Requested City Services:

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

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

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

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

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

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

- Other:** Please explain:

Water supply needed (hydration for campers, and to allow for adequate cleanup).
City tent erected in parking lot.

It is the responsibility of the EVENT SPONSOR to provide tables, chairs, podium, stage, audio, fencing, trash bags, 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 Administrative Assistant 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.

Security:

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

Officer’s Name: Capt Joe Alton Badge # 7762

Date Contacted: 30 October 2023

Gambling:

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

It is the responsibility of the EVENT SPONSOR to contact the Harford County Sheriff’s Office for the appropriate permit: <https://harfordsheriff.org/services/gambling/>. A copy of the approved License must be provided to the Administrative Assistant 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.

Staff trained in Red Cross Lifeguarding, First Aid, CPR and AED device use.

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 Youth Sailing Program Summer Camp

Print Name of Event Sponsor Rick Wahl

Title President

Phone _____ Email _____

Signature Rick Wahl Date 10/27/2023

Received by  Date 11/8/23
City Official

**SUMMARY OF INSURANCE
FOR
HAVRE DE GRACE YOUTH SAILING PROGRAM INC.**



Prepared By: Ned McDonald

Term: 6/4/2023 – 6/4/2024

***Avon-Dixon, an Alera Group Agency, LLC
28464 Marlboro Ave, Suite 200
Easton, MD 21601***

Telephone: (410) 822-0506

Fax: (410) 770-5402

Email: ned.mcdonald@avondixon.com

PROTECTION & INDEMNITY

Company: Chubb via Gowrie Group (Burgee Program)
Policy Term: 6/4/2023 – 6/4/2024

\$ 1,000,000 Protection & Indemnity
 \$250 Deductible
 41 Vessels – schedule below
 No Hull Coverage
 No Crew Coverage

Vessel Schedule:

2001 Carolina Skiff
2003 Carolina Skiff
1993 Scout
Older Boston Whaler Skiff
Older Inflatable RIB
2014 McLaughlin Rem (4)
2000 McLaughlin Optimist
1999 McLaughlin Optimist
1999 Winner Optimist
2016 Wooden Custom Build
1994 Winner Optimist (3)
2012 McLaughlin Optimist
1992 Winner Optimist
2003 Hunter Excite (9)
2005 Hunter Excite
1987 Laser International
2007 Laser Performance
2004 Laser Performance
Custom Build Laser
1996 Johnson Boatworks C420
1994 Laser Performance C420
2003 Laser Performance C420 (2)
2007 Laser Performance C420 (2)
1980 Tillotson Pearson J-24 (2)
1985 Abbott Soling

MARINE GENERAL LIABILITY

This coverage protects your business from claims arising from alleged bodily injury, personal injury or property damage liability. It includes protection for services you render or products you sell. Coverage payments can include judgments, attorney fees, court costs, or other related expenses.

LIMITS:

\$ 2,000,000	General Aggregate – <u>Below limits are subject to the General Aggregate</u>
\$ 1,000,000	Products/Completed Operations Aggregate
\$ 1,000,000	Personal/Advertising Injury – Any One Person or Organization
\$ 1,000,000	Bodily Injury/Property Damage – Any One Occurrence
\$ 1,000,000	Fire Legal Liability – Any One Premises
\$ 10,000	Medical Expense – Any One Person
\$ 1,000,000	Hired & Non Owned Auto Liability

\$ 1,000,000 Marine Liability

\$ 1,000,000 Abuse or Molestation
\$5,000 Deductible Per Claim

Covers: Premises/Operations
Products/Completed Operations
Occurrence Form
Blanket Additional Insured
Blanket Waiver of Subrogation

Rating Basis: Gross Receipts

\$102,000 Sailing School

Additional Insureds: 211 Congress LLC
Tidewater Marina
The Municipality of Havre de Grace
JRM by the Bay LLC

WORKERS' COMPENSATION

Company: Chubb
Policy Term: 6/4/2023 – 6/4/2024

Coverage A Statutory Workers Compensation for the following states: MD

Coverage B Employers Liability

\$ 1,000,000 Each Accident
\$ 1,000,000 Disease - Per Policy
\$ 1,000,000 Disease - Each Employee

NOTE: If you have work on the effective date of this policy in any state not listed in item A above, coverage will not be afforded for that state unless the carrier is notified within thirty days and they are licensed as a Workers Compensation Insurance carrier for that state.

Payroll	Classification
\$ 49,000	9060 – Clubs: country, yacht & clerical

Includes: Executive Officers Included
Experience Modification N/A
Subject to Audit

90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium. This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

It is possible you may sub-contract certain operations. Compensation laws provide that the principal contractor is responsible for compensation to the employees of uninsured sub-contractors. In determining compensation premiums, you will be charged premium for payrolls of employees of sub-contractors unless the sub-contractors have insured this obligation and furnished satisfactory evidence of insurance. You should always obtain certificates of insurance from all sub-contractors doing work for you. If certificates are not obtained, the insurance company will charge for the subcontractors as if they were your employees.

In the event a minor is employed, please make sure you have a valid work permit on hand.

EXCESS LIABILITY

Commercial Umbrella Liability policies are designed to provide catastrophic liability coverage for business risks. This insurance provides broad coverage for an insured's liability over and above liability covered by underlying contracts or retention limits.

UMBRELLA

\$1,000,000	Aggregate Limit
\$1,000,000	Each Occurrence
\$ 0	Self-Insured Retention

Underlying Coverages:

- General Liability
- Marine Liability
- Protection & Indemnity
- Hired & Non-Owned Auto Liability
- Employers Liability

MANAGEMENT LIABILITY

Company: Westchester Fire Insurance Company
Policy Term: 6/4/2023 – 6/4/2024

\$ 1,000,000 Directors & Officers
\$ 1,000,000 Employment Practices Liability

Terms: \$0 Retention
Claims Made

PREMIUM SUMMARY

Insured's Name: Havre de Grace Youth Sailing Program Inc

Term: 6/4/2023 - 2024

COVERAGE DESCRIPTION

PREMIUM

PROTECTION & INDEMNITY w/MARINE LIABILITY

\$ 6,485

HULL

No Coverage

GENERAL LIABILITY

\$ 581

WORKERS COMPENSATION

\$ 825

EXCESS LIABILITY

\$ 2,066

DIRECTORS & OFFICERS w/EPLI

\$ 688

TOTALS

\$10,645

Terrorism – Included

Disclaimer: This summary of insurance is provided for the purpose of information only. It is not a contract of insurance. Please consult the policy forms for complete policy language including coverage limits, exclusions and conditions.



ACCOUNT SERVICING TEAM

No matter how comprehensive or price competitive your insurance program is, it's still people who must service it to ensure that the coverage will respond when it's needed. We feel our people are our greatest asset - courteous professionals who know that you expect and deserve the very best. These are the people who will be handling your account:

Edward G. McDonald, Jr., CIC:

"Ned" joined Avon-Dixon in 1991 after six years working with a marine insurance underwriter. He currently manages a large diverse book of commercial insurance accounts including marine, contractors, manufacturing and trucking risks. Ned is committed to education within the industry and holds the designation of Certified Insurance Counselor.

Isabelle Rogers:

Isabelle has been a licensed agent since 2006 and with Avon-Dixon since February 2013. Isabelle will be focusing on Property and Casualty insurance writing Commercial and Personal Exposures. Isabelle is dedicated to education for the industry and is currently working towards her Certified Insurance Counselor designation.

Sylvia Quay, CISR:

Sylvia joined Avon Dixon in 2010 with a banking and insurance customer service background of over 8 years. She became a licensed insurance agent in 2006 and graduated from Chesapeake College in 2008. Before moving into the Commercial Lines department, Sylvia worked in Personal Lines. Sylvia attends continuing education courses to stay abreast of industry changes. She assists Ned & Isabelle with renewing, marketing, and the customer service of their accounts. Her normal hours are from 8:00 A.M. to 4:30 P.M. Monday through Friday.

Megan Callahan, CISR:

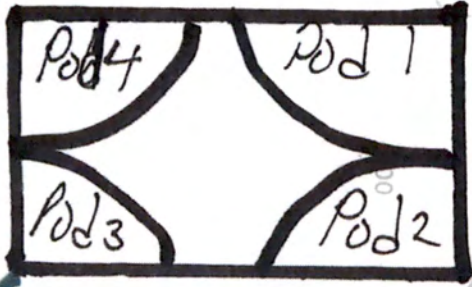
Megan joined Avon-Dixon in 2014 in the commercial lines department, she is a licensed property and casualty insurance agent who assists Ned & Isabelle. Prior to joining Avon-Dixon she worked for Talbot Bank for two years. She is a graduate from Salisbury State University with a dual Bachelor of Science degree in Finance and Management from Salisbury State University. Megan is available from 8:00 A.M. to 4:30 P.M. every day.

Ivory Buck – Claims Manager:

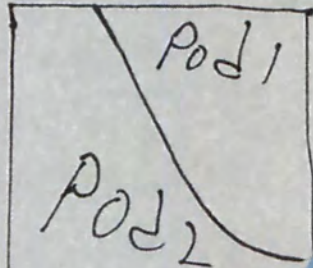
Ivory joined Avon-Dixon in 2005 with over 20 years of experience in the insurance industry. He is a licensed property casualty insurance agent and holds adjuster licenses. Ivory has a very solid background in personal and commercial lines claims. During his career he has performed as an insurance investigator and claims adjuster, up to the position of commercial claims supervisor. He now serves in the position of Avon-Dixon's Claims Manager. Ivory attends technical insurance seminars and takes continuing education studies to stay abreast of industry standards and changes.

Highwater
Manning
Boat Storage

Fishing Dock
Entrance



Boat Gear



Pod 3

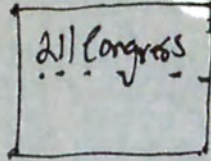
Dock 1

Dock 2

Dock 3

Summer Breeze

Boat Storage



56°



Try gas stations, ATMs



SPECIAL EVENTS WORK SHEET

Event:	HDG Youth Sailing Program Summer Camp	Tracking ID: 1011190019
Dates:	6/15/24-8/10/24	
Time of set up:	Set Up: 6/15 at 8:00am - 6/16	
Take down time:	8/10 Ends @ 4:00PM	
Time of actual event:	Camp Days: 6/17-8/9 from 8:00 AM - 4:00PM	
Location:	Frank J. Hutchins Memorial Park	

	Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
PD					0	\$0.00

Notes

Patrol units on duty will handle this. *Revised 11/09/2023*

	Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
DPW	1	80	0	\$60.00	80	\$4,800.00

Notes

Custodian to clean and restock bathrooms at Hutchins Park. Trash /recycling containers around town emptied per usual morning routine. 40 total days for this event. *Completed: 11.14.23*

	1	80	0	\$60.00	80	\$4,800.00
--	---	----	---	---------	----	------------

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)					
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