



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, December 4, 2023

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



COUNCIL MEETING AGENDA

December 4, 2023

711 Pennington Avenue, Havre de Grace, Maryland

7:00 p.m.

Public Hearing for Ordinance No. 1130 concerning Approving Budget Amendment 2024-05 to Fund the Route 155 Waterline, Bridge Inspections and Waste Water Treatment Plant Grit Tank

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

Public Hearing for Ordinance No. 1131 concerning Accepting a Deed of Dedication for Property between Bulle Rock Circle and Scenic Manor

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

Public Hearing for Ordinance No. 1132 concerning Amending Section 205-13 Zoning - Definitions

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

Public Hearing for Ordinance No. 1133 concerning Amending Chapter 2 Adequate Public Facilities and Chapter 198 Water and Sewers

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

Public Hearing for Ordinance No. 1134 concerning Amending Portions of City Code Chapter 151 regarding Electronic Signs

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

1. Call to Order
2. Roll Call
3. Pledge of Allegiance

4. Opening Prayer: Rabbi Meeka Simerly, Temple Adas Shalom
5. Approval of the Minutes:
 - A. City Council Meeting Minutes – November 20, 2023
 - B. City Council Closed Session Meeting Minutes – November 20, 2023 (no votes taken)
6. Comments from Citizens
7. Appointments:
 - A. Arts Commission (CM Jones)
 - i. Lou Ann Swam – Reappointment
 - ii. Lindsay Jones – Appointment
8. Oath of Office (Administered by Mayor Martin)
 - A. Arts Commission
 - i. Lindsay Jones
9. Recognitions:
 - A. Havre de Grace High School Girls Soccer Team – 1A State Champions
10. Proclamations: None
11. Presentations:
 - A. Lighting of the Menorah (Rabbi Meeka Simerly)
12. Resolutions:
 - A. **Calendar Resolution concerning Adopting Transportation Priorities and Policy Positions (CM Boyer)**
 A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND SECTIONS 33 AND 34 OF THE CITY CHARTER TO ADOPT TRANSPORTATION PRIORITIES AND POLICY POSITIONS
13. Ordinances:
 - A. **Ordinance No. 1127 concerning Accepting a Deed for Bloomsbury Avenue: Second Reading (CP Ringsaker)**
 AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND SECTIONS 33, 34 AND 73 OF THE HAVRE DE GRACE CITY CHARTER, FOR THE PURPOSE OF ACCEPTING A DEED FOR BLOOMSBURY AVENUE PARCEL TAX ID NO. 06-020127 FOR A PUBLIC PURPOSE
 - B. **Ordinance No. 1129 concerning Approving a Memorandum of Understanding and Agreement with Harford County regarding Access to the Robinhood Road Master Water Meter Vault: Second Reading (CP Ringsaker)**
 AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND SECTIONS 33 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

C. **Ordinance No. 1130 concerning Approving Budget Amendment 2024-05 to Fund the Route 155 Waterline, Bridge Inspections and Waste Water Treatment Plant Grit Tank: 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 ADDRESS REALLOCATIONS OF FUNDS FOR THE CITY OF HAVRE DE GRACE FOR FISCAL YEAR 2024

14. Old Business: None

15. New Business:

A. Approval of the Consultant for the SS4A Grant (CM Boyer)

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

19. Adjournment

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1130 concerning Approving Budget Amendment to Fund Rt. 155 Water Line, Bridge Inspections & Grit Tank**
(**Public Hearing & 2nd Reading**)

Date: **11/22/2023**

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 December 4, 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. 1130
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.

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32
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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

68 _____
69 William T. Martin
70 Mayor

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

Exhibit A



INTER-CITY MEMORANDUM

To: City Council President James E. Ringsaker, Jr.
From: Mayor William T. Martin
Date: 11/15/2023
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.

Publ

11/16/23, 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 <steveg@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 <steveg@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=98fcdec18e&view=pt&search=all&permthid=thread-f:1782857584388850026%7Cmsg-f:1782857584388850026&...> 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 Rehabilitation	(\$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 1131 concerning Accepting Deed of Dedication for Property between Bulle Rock Circle & Scenic Manor (Public Hearing)**

Date: **11/22/2023**

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 December 4, 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. 1131

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

By: _____
Robert C. Ward, Manager

Witness

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 } ss
COUNTY OF HARFORD

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 1132 concerning Amending Section 205-13 Zoning Definitions**

(Public Hearing)

Date: **11/22/2023**

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 December 4, 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. 1132

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.

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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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31

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:

Public Hearing

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1133 concerning Amending Chapter 2 Adequate Public Facilities and Chapter 198 Water and Sewers (Public Hearing)**

Date: **11/22/2023**

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 December 4, 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. 1133

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.

31
32

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

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

113

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

115

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

117

118

119

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 (a) Begun or caused to begin as part of a continuous on-site construction program;
- 226 [1] Any placement, assembly, or installation of facilities or equipment; or
227
228 [2] Significant site preparation work including clearing, excavation, or removal
229 of existing buildings, structures, or facilities which is necessary for the
230 placement, assembly, or installation of new source facilities or equipment; or
231
232 (b) Entered into a binding contractual obligation for the purchase of facilities or
233 equipment which are intended to be used in its operation within a reasonable time.
234 Options to purchase or contracts which can be terminated or modified without
235 substantial loss, and contracts for feasibility, engineering, and design studies do not
236 constitute a contractual obligation under this subsection.
237
238
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.

261 **pH**

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

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.

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).

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.

282 **PRETREATMENT REQUIREMENTS**

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

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.

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.

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.

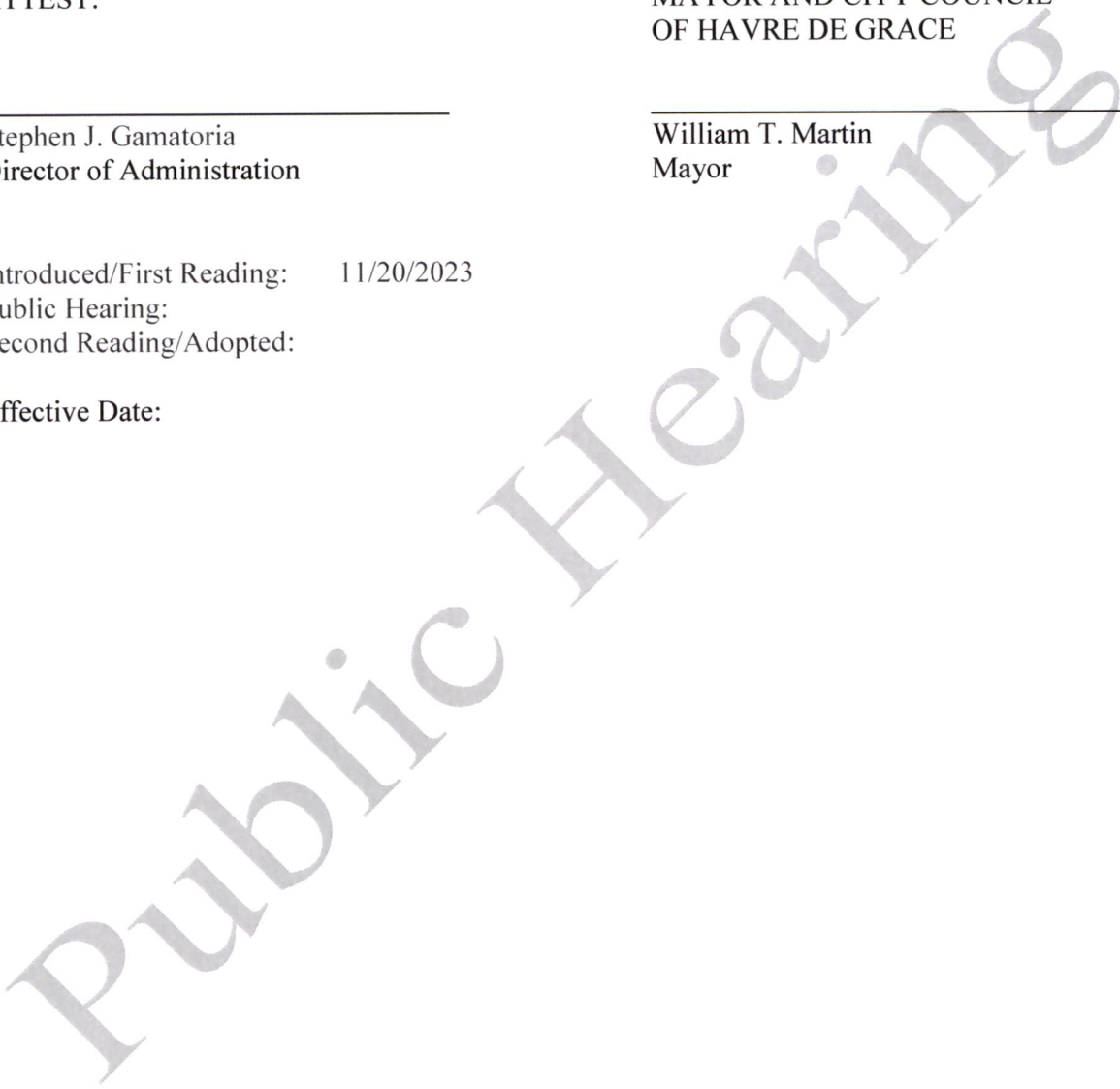
391
392 ADOPTED by the City Council of Havre de Grace, Maryland this __ day of _____, 2023.

393
394 SIGNED by the Mayor and attested by the Director of Administration this _____ day of _____,
395 2023.

396
397
398 ATTEST: MAYOR AND CITY COUNCIL
399 OF HAVRE DE GRACE

400
401 _____
402 Stephen J. Gamatoria William T. Martin
403 Director of Administration Mayor
404

405
406 Introduced/First Reading: 11/20/2023
407 Public Hearing:
408 Second Reading/Adopted:
409
410 Effective Date:
411
412



CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1134 concerning Amending Portions of Chapter 151
regarding Electronic Signs**

(Public Hearing)

Date: **11/22/2023**

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 December 4, 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. 1134

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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31 Pertinent sections of City Code Chapter 151-Signs are amended below with additions shown as
32 underlined, and deletions shown within **[bold brackets]**.

33
34 § 151- Signs

35
36 § 151-6 **Definitions.**

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

38
39 **NIT**

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

43
44 § 151-21 **Electronic message centers.**

45
46 A. In the C/Commercial District, electronic message centers are permitted with a maximum
47 sign area of 16 square feet. The Board of Appeals may approve an electronic message
48 center up to 24 square feet as a special exception.

49
50 B. Electronic Message Centers shall be permitted on a municipal property as approved by the
51 City Council and at any property housing Emergency Services.

52
53 (1) All Electronic Message Centers shall not exceed 24 square feet and shall be
54 permanently installed on an appropriate foundation.

55
56 (2) Electronic Message Centers that are located at an Emergency Services location, may
57 provide advertisements that support the mission of the service. Additionally, the City
58 Administration shall have the availability to use the signs as a means of outreach for
59 public safety information

60
61 C. **[B]** Additional general electronic message center regulations:

62
63 (1) One electronic message center is permitted per property. Where a shopping center or
64 industrial park has been subdivided, only one is permitted.

65
66 (a) The sign may provide advertisements for all businesses within the shopping
67 center or business park.

68
69 (b) The Board of Appeals may approve additional electronic message centers for
70 individual lots as a special exception up to 16 square feet.

71
72 (2) An electronic message center sign may be a portion of a building sign or freestanding
73 sign, or may comprise the entire sign area.

74
75 (3) All electronic message center signs shall have automatic dimming controls, either by
76 photocell (hardwired) or via software settings, in order to bring the electronic
77 message center lighting level at night into compliance with § 151-22 of this code,
78 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 Signs may be illuminated consistent with the following standards:

- 96 A. A sign in any district may be illuminated at night. Electronic message centers shall **[not be**
- 97 **operational between the hours of 10:00 p.m. and 6:00 a.m.]** be equipped with automatic
- 98 dimming capabilities, and shall dim as required in Section 152-22 B of this code.
- 99
- 100 B. Electronic Message Centers shall have a maximum luminance of 8,000 nits during daylight
- 101 hours and 500-800 nits at nighttime.
- 102
- 103 C. **[B]** Signs that have external illumination, whether the lighting is mounted above or below the
- 104 sign face or panel, shall have lighting fixtures or luminaires that are fully shielded.
- 105
- 106 D. **[C]** The light from any illuminated sign or from any light source, including interior of a
- 107 building, shall be so shaded, shielded or directed that the light intensity or brightness shall
- 108 not adversely affect surrounding or facing premises nor adversely affect safe vision of
- 109 operators of vehicles moving on public or private roads, highways, or parking areas. Light
- 110 shall not shine or reflect on, or into, residential structures. Illumination projected onto a sign
- 111 must be confined as completely as possible to the face of the sign.
- 112
- 113 E. **[D]** On-premises signs do not constitute a form of outdoor lighting at night and are exempt
- 114 from any other outdoor lighting regulations that the City has adopted or will adopt in the
- 115 future.
- 116
- 117
- 118

119 **NOW, THEREFORE**, it is determined, decided, and ordained by the City Council that the

120 foregoing is hereby approved.

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

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

123 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:

Public Hearing



November 20, 2023
Council Meeting Proceedings
711 Pennington Avenue, Havre de Grace, Maryland
7:00 p.m.

Public Hearing for Ordinance No. 1127 concerning Accepting a Deed for Bloomsbury Avenue was called to order on November 20, 2023 at 7:00 p.m. with Mayor Martin presiding. Council Members present: CP Ringsaker, CM Boker, CM Boyer, CM Jones, CM Robertson and CM Schneegas.

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

Comments from Citizens: None
Public Hearing closed at 7:02 p.m.

Public Hearing for Ordinance No. 1128 concerning Approving Budget Amendment 2024-04 to Fund State Bikeways Grant and UMUC Zoning District Renderings was called to order on November 20, 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.

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

Comments from Citizens:

Chip Place, 301 Cigar Loop, Havre de Grace, spoke in support of the ordinance, specifically the bikeways grant. He expressed concern on unsafe roads in the City – Rt. 155, Lewis Lane, Grace Manor, and Chapel Road at Ontario Street toward Rt. 40.

Public Hearing closed at 7:07 p.m.

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 was called to order on November 20, 2023 at 7:07 p.m. with Mayor Martin presiding. Council Members present: CP Ringsaker, CM Boker, CM Boyer, CM Jones, CM Robertson and CM Schneegas.

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

Comments from Citizens: None
Public Hearing closed at 7:08 p.m.

The regular meeting of the Mayor and City Council was called to order on November 20, 2023, at 7:09 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 Pastor Jim Sterner, Webster United Church of Christ. Pastor Sterner gave information on the Ecumenical Thanksgiving Gathering at Webster United Church of Christ on November 21 at 7 p.m., sponsored by the Susquehanna Ministerium.

Approval of Minutes

City Council Meeting Minutes – CM Jones moved to approve the Council Meeting minutes of November 6, 2023. Second by CM Schneegas. Motion carried 6-0.

City Council Closed Session Meeting Minutes – CP Ringsaker moved to approve the Council Closed Session Meeting minutes of November 6, 2023. Second by CM Boker. CP Ringsaker read the votes into the record from the closed session minutes. Motion carried 6-0.

Appointments

CM Boyer made a motion to approve the appointment of Carolyn Zinner to the Cultural Exchange Commission. Second by CP Ringsaker. Motion carried 6-0.

CM Jones made a motion to approve the appointment of Diane Pearson to the Historic Preservation Commission. Second by CM Boker. Motion carried 6-0.

CM Schneegas made a motion to approve the appointment of Harry Miller to the Planning Commission. Second by CP Ringsaker. Motion carried 6-0.

Comments from Citizens

Captain Rick Wahl, 329 Bounding Home Court, spoke in support of the special event application for the Youth Sailing Camp Program and gave information and data from the 2023 camp.

Carolyn Zinner, 111 Tim Tam Court, Havre de Grace, gave information on her visit to the County Council to speak at their meeting on the services not being provided to the citizens of Havre de Grace by the University of Maryland Upper Chesapeake Health when it closes and her conversation with President Wise of the hospital.

Mike Jones, 625 S. Washington Street, Havre de Grace, presented a waiver request in regards to obtaining a Use & Occupancy Permit and Rental Registration for his property.

Oath of Office

Mayor Martin administered the oath of office to Carolyn Zinner of the Cultural Exchange Commission, Diane Pearson of the Historic Preservation Commission, and Harry Miller of the Planning Commission.

Presentations

Fiscal Year 2023 Financial Statement Report – Nate Swartz, CPA with Zelenkofske Axelrod LLC gave the audit report for the 2023 fiscal year. The staff were recognized for providing information timely when requested. They issued an unmodified opinion on the financial statements, which is the highest level of assurance they can provide. There were no internal control issues. Council members can review the report and send any questions to Mr. DeHority or Mr. Gamatoria. Mr. DeHority thanked Mr. Swartz and his staff for always doing an efficient audit and keeping the audit fees low and affordable for the citizens.

Marina Commission Report – CM Schneegas gave the Marina Commission report as required by the City Code. The report included the strategic direction, rate structure, capital projects – completed and projected, forecasted expenses, and goals and objectives. CM Boyer inquired about the kayak soft launch when the bridge construction begins and gave feedback on the difficulty to get to the launch with long boats, and suggested getting community feedback on the new planned kayak launch.

Resolutions

Calendar Resolution concerning Authorizing a License Agreement for the Replacement of an Existing Fence at 213 North Juniata Street

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

A motion to introduce was made by CM Schneegas. Second by CM Robertson. Motion carried 6-0. The resolution was given number 2023-18. A motion to adopt was made by CM Boker. Second by CP Ringsaker. After a roll call vote, motion to approve carried 6-0.

Calendar Resolution concerning Authorizing a License Agreement for the Replacement of an Existing Awning at 323 Saint John Street

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

A motion to introduce was made by CM Schneegas. Second by CM Boker. Motion carried 6-0. The resolution was given number 2023-19. A motion to adopt was made by CM Boker. Second by CM Schneegas. After a roll call vote, motion to approve carried 6-0.

Calendar Resolution concerning Adopting an Annexation Plan for 1419 Chapel Road

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

A motion to introduce was made by CP Ringsaker. Second by CM Robertson. Motion carried 6-0. The resolution was given number 2023-20. A motion to adopt was made by CM Boker. Second by CM Jones. After a roll call vote, motion to approve carried 6-0.

Calendar Resolution concerning Adopting an Annexation Plan for 1609 Pulaski Highway

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

A motion to introduce was made by CP Ringsaker. Second by CM Robertson. Motion carried 6-0. The resolution was given number 2023-21. A motion to adopt was made by CP Ringsaker. Second by CM Schneegas. After a roll call vote, motion to approve carried 6-0.

Charter Resolution concerning the Annexation of 1419 Chapel Road: First Reading

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION, ARTICLE XI-E 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

A motion to introduce was made by CP Ringsaker. Second by CM Boker. Motion carried 6-0. The resolution was given number 298. A motion to adopt was made by CM Jones. Second by CP Ringsaker. After a roll call vote, motion to approve carried 6-0. The public hearing will be January 2, 2024 at 7:00 p.m.

Charter Resolution concerning the Annexation of 1609 Pulaski Highway: First Reading

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION, ARTICLE XI-E 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

A motion to introduce was made by CP Ringsaker. Second by CM Schneegas. Motion carried 6-0. The resolution was given number 299. A motion to adopt was made by CM Boker. Second by CM Jones. After a roll call vote, motion to approve carried 6-0. The public hearing will be January 2, 2024 at 7:00 p.m.

Ordinances

Ordinance No. 1128 concerning Approving Budget Amendment 2024-04 to Fund State Bikeways Grant and UMUC Zoning District Renderings: Second 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. 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 concerning Approving Budget Amendment 2024-05 to Fund the Route 155 Waterline, Bridge Inspections and Waste Water Treatment Plant Grit Tank: 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 ADDRESS REALLOCATIONS OF FUNDS FOR THE CITY OF HAVRE DE GRACE FOR FISCAL YEAR 2024

A motion to introduce was made by CM Robertson. Second by CM Schneegas. Motion carried 6-0. The ordinance was given number 1130. A motion to adopt was made by CM Boker. Second by CM Robertson. After a roll call vote, motion to approve carried 6-0. The public hearing will be December 4, 2023 at 7:00 p.m.

Ordinance concerning Accepting a Deed of Dedication for Property between Bulle Rock Circle and Scenic Manor: 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 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

A motion to introduce was made by CP Ringsaker. Second by CM Schneegas. Motion carried 6-0. The ordinance was given number 1131. A motion to adopt was made by CP Ringsaker. Second by CM Jones. After a roll call vote, motion to approve carried 6-0. The public hearing will be December 4, 2023 at 7:00 p.m.

Ordinance concerning Amending Section 205-13 Zoning - Definitions: 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 AMEND SECTION 205-13 ZONING - DEFINITIONS

A motion to introduce was made by CM Schneegas. Second by CM Boker. Motion carried 6-0. The ordinance was given number 1132. A motion to adopt was made by CP Ringsaker. Second by CM Schneegas. After a roll call vote, motion to approve carried 6-0. The public hearing will be December 4, 2023 at 7:00 p.m.

Ordinance concerning Amending Chapter 2 Adequate Public Facilities and Chapter 198 Water and Sewers: 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 AMEND CHAPTER 2 ADEQUATE PUBLIC FACILITIES AND CHAPTER 198 WATER AND SEWERS OF THE CITY CODE

A motion to introduce was made by CM Boker. Second by CM Schneegas. Motion carried 6-0. The ordinance was given number 1133. A motion to adopt was made by CM Boker. Second by CM Jones. After a roll call vote, motion to approve carried 6-0. The public hearing will be December 4, 2023 at 7:00 p.m.

Ordinance concerning Amending Portions of City Code Chapter 151 regarding Electronic Signs: First Reading

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT AND LAND USE ARTICLES OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND PORTIONS OF CITY CODE CHAPTER 151 REGARDING ELECTRONIC SIGNS

A motion to introduce was made by CM Schneegas. Second by CP Ringsaker. Motion carried 6-0. The ordinance was given number 1134. A motion to adopt was made by CP Ringsaker. Second by CM Schneegas. Discussion followed. After a roll call vote, motion to approve carried 6-0. The public hearing will be December 4, 2023 at 7:00 p.m.

New Business

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

Community Christmas Eve Candlelight Service, December 23, 2023, 6:00 p.m.-7:45 p.m., Tydings Memorial Park. A motion to approve was made by CM Robertson. Second by CM Boker. Motion carried 6-0.

New Year’s Eve Duck Drop, December 31, 2023, 10:00 p.m.-12:30 a.m., Concord Point Park. A motion to approve was made by CP Ringsaker. Second by CM Schneegas. Motion carried 6-0.

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

Havre de Grace Youth Sailing Program Summer Camp, June 17-August 9, 2024, 8:00 a.m.-4:00 p.m., Hutchins Memorial Park. A motion to approve was made by CM Robertson. Second by CM Jones. Motion carried 6-0.

Directors Report

Steve Gamatoria, Director of Administration: Mr. Gamatoria thanked the Council, City Attorney, and Ms. Brinkman for the amount of legislation that was brought up this evening and those in procurement who worked to have the budget amendment ready and CP Ringsaker and CM Robertson for working with us. Holly Jolly Friday needs to change one date from December 15 to December 16 from 3:00-8:00 p.m. The Arts Collective is supporting small businesses after Thanksgiving with several promotional events on Plaid Friday, Shop Small Business Saturday, and Artist Sunday; they had a successful training program for volunteers. Comcast will have a rate increase beginning December 20 of about \$4-\$5.

Tim Bourcier, Director of Planning: Mr. Bourcier reported National GIS Day was celebrated on November 15 at City Hall; Maury Thackston has created GIS maps for the City and Police Department, which were highlighted at the open house; he learned from CM Boyer that Joppatowne High School has a GIS program and he hopes to incorporate them next year. The short-term rental licensing online application is being tested and should be live by the end of the year. The Council was thanked for passing Budget Amendment 2024-04 – he is having a question and answer period with perspective consultants tomorrow.

Bridgette Johnson, Director of Economic Development & Tourism: Ms. Johnson reported there was a ribbon cutting on November 8 for Mercantile Processing, Inc. at 510 Revolution Street – this was an expansion. Pam Sickenberger has taken over the Façade & Fit-Out grant program. November 21 is the last day to sign up for the Holly Jolly First Friday Parade. November 29 is the only day to sign up for the Horse-drawn Sleigh Rides.

George DeHority, Director of Finance: Mr. DeHority thanked the Council for moving forward with the two budget amendments. We are at the point in Fund 9 where we have to drop projects to make the more important projects come forward, so they will be working hard on the next budget to get these projects back on schedule. He reported on the current financial condition of General Fund 1, Water/Sewer Fund 9, and Marina Fund 8. The General Fund balance is \$8,052,800, which is \$739,300 below budget. The Water/Sewer Fund 9 balance is \$4,660,800, which is \$971,100 above budget. The Marina Fund 8 balance is \$529,900, which is \$25,500 above budget.

EJ Millisor, Director of Public Works: Mr. Millisor recognized CM Schneegas for the great job on the Marina Commission Report. The Council was thanked for passing the ordinances and the budget amendments – they are critical for City operations. The Bartenfelder waste collection will run one day later this week due to the Thanksgiving holiday. The hydrant flushing has been completed, the water fountains have been winterized, and the holiday decorations are up to include the ribbon at the Lighthouse. The Lilly Run Project meeting will be November 21 at 6 p.m.

Chief Teresa Walter, Havre de Grace Police Department: Chief Walter reported on traveling during the Thanksgiving holiday. It is a heavy travel time, and ideally, the best time to travel is Tuesday. You should make sure your vehicle is in good operating condition and the gas tank is filled. Last year, there were over 563 people in Maryland that died as a result of some type of crash. She encouraged everyone to be patient, so everyone gets home. She thanked the Mayor, Council, Director of Administration, and everyone who was able to attend the Police Department Awards & Recognition event last Thursday – we have some amazing officers that do great work. Chief Walter congratulated the Havre de Grace Women's Varsity Soccer Team for winning the Class 1A title – they made history for the high school. She wished everyone a Happy Thanksgiving.

Business from Mayor Martin

Mayor Martin requested a motion to approve the contract for the Director of Finance, George DeHority, which was discussed at the closed session meeting on November 6; CM Boker made a motion to approve the Director of Finance, Mr. George DeHorty for the assuming tour, second by CM Schneegas; after positive comments by CM Boyer, CM Schneegas, and Mayor Martin the motion carried 6-0. The Oyster Feast was this past Saturday and was a sold out crowd of almost 500 people – it has become a tradition since 2016 where the community can get together and participate in helping non-profits; the STAR Centre team, Atlantic Caterers, and everyone who participated were thanked. The Holly Jolly First Friday is next Friday, December 1 beginning at 6:30 p.m.; the 2023 HdG Girls Varsity Soccer Team will be joining the Mayor on the stage to help light the Christmas tree. Coach Lea Cataggio was recognized as the coach of the soccer team. Mayor Martin wished everyone a Happy Thanksgiving – it's an American holiday that no one else celebrates – he hoped everyone finds time to relax and recharge.

Business from Council

Council Member Schneegas: CM Schneegas encouraged everyone to visit the Holiday Tree Jubilee – it is a great fundraiser for the Independence Day Commission. She also encouraged everyone to get their tickets for the 51st Lock House Museum Candlelight Tour on December 9; if you're not able to make the Tour, walk down Union Avenue and see the luminaries. She thanked everyone at City Hall, City Council, Administration, everyone who has helped to support the Council, and citizens and wished everyone a Happy Thanksgiving – enjoy the time with family and friends, and take some time for yourself.

Council Member Robertson: CM Robertson thanked his fellow Council members and the Mayor who were able to attend the Veterans Day Parade and the City staff and Administration who made it possible, especially DPW and the Police. There won't be a Budget & Finance meeting. He wished everyone a Happy & Healthy Thanksgiving – stay safe, love your loved ones.

Council Member Boker: CM Boker recognized the American Legion for putting on a fantastic meal on Veterans Day, and CM Robertson for putting the day together. He attended the Police Department Awards & Recognition event and appreciated being a part of the event; Matt Croke was recognized for his service to the Auxiliary Police Program. He wished everyone a Happy Thanksgiving – he is grateful for everyone in the Chambers and the citizens who put him here.

Council Member Jones: CM Jones wished everyone a Happy Holiday and time with family and safe travels for those traveling, which she will do.

Council Member Boyer: CM Boyer reported the Street & Traffic Safety Advisory Board will meet on November 27 at 6:00 p.m. at the Historic Colored School – one of the topics will be reviewing the recommended list of sidewalk improvements throughout the City. The Green Team will meet on November 28 at the Police Department. She commented on the stories told at the Police Department Awards & Recognition event and recognized homegrown Pfc. Chris Klisavage for being awarded Officer of Year for 2023. Everyone was reminded of the Community Projects Thanksgiving Dinner on Thursday; information was given on the event, reservations, and volunteer needs.

Council President Ringsaker: CP Ringsaker reported that someone put huge boulders and other large rocks at the new launch ramp on Water Street, which he moved (except the huge boulder – which he thanked DPW for moving). Jimmy Burrell will be on the Candlelight Tour on Lodge Lane behind the Vandiver Inn playing music with his band – he encouraged people to attend. Goose season begins tomorrow through November 24 from sunrise to dusk and again December 15-January 31, so you will hear shooting, which is part of living in Havre de Grace. The Rec Football Championships were last week – we had two teams make it to the finals. Congratulations to the HdG Girls Soccer Team. Happy Thanksgiving. Warrior Proud, Grace on Top.

CP Ringsaker made a motion to move into closed session at 9:54 p.m. under General Provision Article Section 3-305(b) (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 9:55 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 20, 2023 to consider the following matters:

1. To consult with counsel to obtain legal advice.
2. 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):

- (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:

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 DECEMBER 4, 2023.

PUBLIC SUMMARY- CLOSED SESSION
MINUTES OF HAVRE DE GRACE CITY COUNCIL MEETING

Monday, November 20, 2023

City Hall
711 Pennington Avenue
Havre de Grace, MD 21078

Time of Closed Session: 10:05 PM

Place: City Hall, Mayor's office.

Purpose: To consult with counsel to obtain legal advice and to consult with staff and the City Attorney about potential and pending litigation.

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

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)(7) and (8) (refer to Closing Statement).

Topics actually discussed:

Discussion with City staff and City Attorney regarding legal issues concerning Aberdeen's agreement to purchase City Water.

Council action taken: None.

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

Time of Adjournment of Closed Session: 10:55 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 20, 2023** to consider the following matters:

1. To consult with counsel to obtain legal advice.
2. 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):

(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:

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 DECEMBER 4, 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: 11/20/23; Time of Vote to Close: 9:54 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) X "To consult with counsel to obtain legal advice";

(8) X "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) (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 , Presiding Officer.
CP Ringsaker (signature)

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

Start Time of closed session: 10:15 PM

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

Purpose(s): 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: ∅;

Absent: ∅;

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

OTHERS: Mayor, S. Grammatika, C. Ricci, A. Rybczynski, City Attorney Martin, Ishak

Authority under § 3-305 for the closed session: (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): None

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: CP Ringsaker Second by: CL Schneegas Time: 10:55

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 Adopting Transportation Priorities and Policy Positions**

Date: **11/30/2023**

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 December 4, 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 Boyer _____

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE, MARYLAND, PURSUANT TO THE LOCAL
GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF
MARYLAND AND SECTIONS 33 AND 34 OF THE CITY CHARTER
TO ADOPT TRANSPORTATION PRIORITIES AND POLICY
POSITIONS**

WHEREAS, the Mayor and City Council of Havre de Grace have identified several transportation priorities that it seeks to have included in the Harford County Transportation Priority Letter and additional transportation priorities that it seeks to advocate for before the county, state, and federal governments; and

WHEREAS, the Mayor and City Council of Havre de Grace passed Resolution 2022-31, on December 5, 2022 stating transportation priorities and provisions which are contained herein as Attachment 1 of this resolution; and

WHEREAS, the Mayor and City Council of Havre de Grace by virtue of this Resolution restate those transportation priorities and provisions included in Resolution 2022-31 to include one addition to **Section 2 US 40 at Otsego Street/Ohio Street Intersection - B. Mitigation Strategy—new item 4, which states: *Advocate for the placement of electronic tolling stations in areas that would reduce toll avoidance.***

NOW, THEREFORE, it is determined, decided, and resolved by the Mayor and City Council of Havre de Grace, to restate Resolution 2023-31 as written with the addition of new item #4 to Section 2B

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

SIGNED by the Mayor and attested by the Director of Administration this ___ day of December, 2023.

(Signatures to follow on the next page.)

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ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

Introduced: 12/4/2023

Passed/Adopted:

Effective Date:

ATTACHMENT 1

Resolution No. 2022-31

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2022-31

Introduced by _____ Council Member Boyer _____

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE, MARYLAND, PURSUANT TO THE LOCAL
GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF
MARYLAND AND SECTIONS 33 AND 34 OF THE CITY CHARTER
TO ADOPT TRANSPORTATION PRIORITIES AND POLICY
POSITIONS**

WHEREAS, on August 15, 2022, the Mayor and City Council of Havre de Grace passed Resolution 2022-22, establishing the City’s legislative priorities and positions for the 2023 session of the Maryland General Assembly; and

WHEREAS, Section 5. “Harford County Transportation Priority Letter; Process” of Resolution 2022-22 states that “the Mayor and City Council may pass a resolution establishing a list of transportation priorities to be sent to Harford County Government to be considered in the annual Harford County transportation priority letter.”; and

WHEREAS, the Mayor and City Council of Havre de Grace have identified several transportation priorities that it seeks to have included in the Harford County Transportation Priority Letter and additional transportation priorities that it seeks to advocate for before the county, state, and federal governments;

NOW, THEREFORE, it is determined, decided, and resolved by the City Council that the following transportation priorities and policy positions be adopted.

Section 1. Harford County Transportation Priority Letter

A. Scope: Section 1. Harford County Transportation Priority Letter of this resolution is the only section that pertains to the Harford County Transportation Priority Letter.

The attached Exhibit A to this resolution contains a description of the items found in this section.

B. The Mayor and City Council of Havre de Grace request that the Government of Harford County, Maryland (“County Government”) includes the following projects in the 2023 Harford County Priority Letter:

Resolution No. 2022-31

1. US 40 at Otsego Street/Ohio Street Intersection; and
2. MD 155 at Northbound Off Ramp; and
3. US 40 Shared Use Path.

Section 2. US 40 at Otsego Street/Ohio Street Intersection

- A. Problem Statement: The US 40 at Otsego Street/Ohio Street Intersection is significantly impacted by the domino effect of congestion on I-95, as well as the discount toll structure on the Hatem Bridge, which encourages traffic diversions from I-95 to US 40.
- B. Mitigation Strategy: To mitigate the problem stated in this section, the administration may work with the county, state, and federal lawmakers and policymakers to:
 1. obtain studies to identify the cause and ways to reduce the congestion at the US 40 at Otsego Street/Ohio Street Intersection; and
 2. seek and advocate for funding to improve the US 40 at Otsego Street/Ohio Street Intersection; and
 3. develop statutory and regulatory priorities to enable the use of congestion pricing at the Thomas J. Hatem Memorial Bridge and the Millard E. Tydings Memorial Bridge.

Section 3. Non-motorized transportation priorities

- A. Policy Position: The Mayor and City Council of Havre de Grace adopt the following positions:
 1. it is in the best interest of the citizens of Havre de Grace and the greater community that a means for non-motorized transportation be established to cross the Susquehanna River between the municipalities of Havre de Grace and Perryville; and
 2. the proposed Susquehanna River Rail Bridge Project should include a means of non-motorized transportation to cross the Susquehanna River between the municipalities of Havre de Grace and Perryville; and
 3. the current Hatem Bridge (US 40) Bicycle Access policy is ineffective.

Section 4. Transmission of resolution

A copy of this resolution shall be transmitted to the following officials no less than seven calendar days after passage. If any of the offices listed below are in a pending election, transmission of this resolution may be delayed until the final outcome of the election.

- A. The Senator representing District 34; and
- B. Each Delegate representing District 34 A; and

Resolution No. 2022-31

- C. The Chair of the Harford County Senate Delegation; and
- D. The Chair of the Harford County House Delegation; and
- E. The County Executive; and
- F. The County Council President; and
- G. The County Council Member representing District F; and
- H. The President of the Maryland Municipal League, Legislative Committee; and
- I. The Maryland Municipal League, District 10 Cecil/ Harford Vice President.

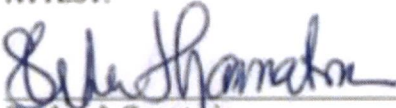
Section 5. Personal expression; not prohibited

The provisions found in this resolution should not be interpreted as to prohibit or limit any city elected official, appointed official, employee, or anyone who does business with the city from expressing their personal opinion or position on government relations or any legislation being considered by the county, state, or federal government.

ADOPTED by the City Council of Havre de Grace, Maryland this 5th day of December, 2022.

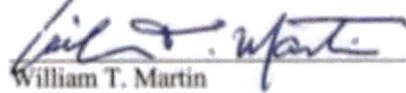
SIGNED by the Mayor and attested by the Director of Administration this 6th day of December, 2022.

ATTEST:



 Stephen J. Gamatoria
 Director of Administration

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE



 William T. Martin
 Mayor

Introduced: 12/5/2022
 Passed/Adopted: 12/5/2022
 Effective Date: 12/6/2022

Exhibit A

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US 40 at Otsego Street/Ohio Street Intersection

This intersection is significantly impacted by the domino effect of congestion on I-95, as well as the discount toll structure on the Hatem Bridge, which encourages traffic diversions from I-95 to US 40. The impact is especially prevalent during weekday peak hours. A range of improvements would enhance traffic safety, reduce congestion, improve capacity, enhance air quality, provide pedestrian and bicyclist safety, and provide greater community cohesion and quality of life. Improvements would include modifying the toll structure at the Hatem Bridge to primarily address local traffic needs for Harford and Cecil County, as well as assuring access to health facilities for veterans. This could be well accommodated with the new electronic toll structure now in place and would be consistent with "congestion pricing" initiatives that have proven successful on a national level.

MD 155 at Northbound Off Ramp

New to the priority letter this year, the existing lane configuration at this intersection creates a safety issue for eastbound MD 155 traffic and vehicles exiting northbound I-95. Harford County in 2022 recommended that MDOT program funds be used to improve the geometrics and operations at the intersection by adding a dedicated left turn lane from MD 155 onto northbound I-95.

US 40 Shared Use Path

A Regional Project led by the Baltimore Metropolitan Council (BMC) is proposed which will evaluate the transportation and land use network along and adjacent to this corridor. A piece of this is a proposed shared use path adjacent to the US 40 roadway from the Aberdeen Train Station to the Hatem Bridge.

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1127 concerning Accepting a Deed for
Bloomsbury Avenue**
(2nd Reading)

Date: **11/22/2023**

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 December 4, 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

Having been posted and notice of time and place of hearing and title of Ordinance having been published according to the Charter, a public hearing was held on November 20, 2023 at 7:00 p.m., and concluded on November 20, 2023 at 7:02 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

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

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

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

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

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

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

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

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

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

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

59 **ADOPTED** by the City Council of Havre de Grace, Maryland this ____ day of _____,
60 2023.

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

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64 **ATTEST:**

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

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68 _____
69 Stephen J. Gamatoria
70 Director of Administration

William T. Martin
Mayor

71 Introduced/First Reading: 11/06/2023
72 Public Hearing: 11/20/2023
73 Second Reading/Adopted:
74 Effective Date:

Exhibit A

REAL ESTATE PURCHASE AND SALE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

1. DEFINITIONS.

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

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

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

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

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

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

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

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

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

2. PURCHASE PRICE.

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

2.2 The Purchase includes:

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

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

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

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

3. INSPECTIONS.

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

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

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

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

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

4. SELLER'S REPRESENTATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

5. EVIDENCE OF TITLE.

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

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

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

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

5. PURCHASER'S REPRESENTATIONS.

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

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

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

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

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

6. CONDITIONS PRECEDENT TO CLOSING.

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

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

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

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

7. CLOSING DOCUMENTS.

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

8. CLOSING COSTS, TAXES AND PRORATIONS.

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

(a). Transfer and recording taxes if any.

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

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

(b) Recording fees, if any.

9. CLOSING DATE AND PLACE.

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

10. TERMINATION AND DEFAULT.

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

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

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

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

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

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

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

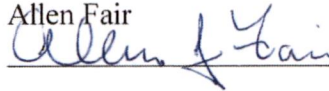
13. NOTICE.

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

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

SELLER:

Allen Fair



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

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

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

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

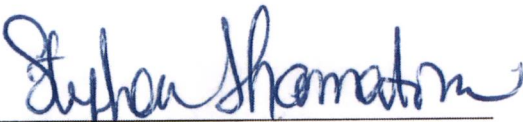
18. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures hereon shall be considered for all purposes as originals.

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

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

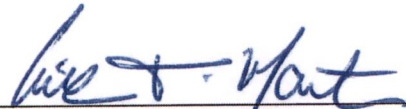
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below:

PURCHASER:
Mayor and City Council of Havre de Grace



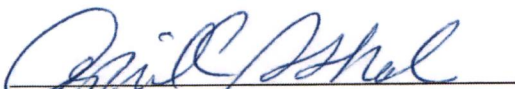
Stephen J. Gamatoria,
Director of Administration

By:



William T. Martin, Mayor


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



April C. Ishak, City
Attorney

STATE OF MARYLAND)
)ss:
COUNTY OF HARFORD)

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

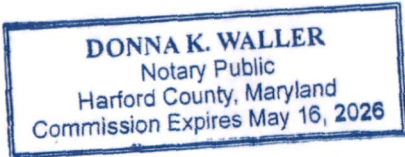

Notary Public
APRIL C. ISHAK
Print Name
My Commission expires: 3-6-26

SELLER:

Allen Fair
Allen Fair

STATE OF MARYLAND)
COUNTY OF HARFORD)

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



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

Exhibit B

Amendment to Real Estate Purchase and Sale Agreement

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

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

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

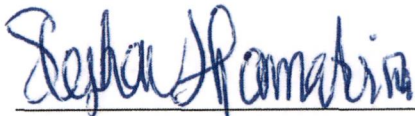
Now therefore, the Purchaser and Seller agree to amend Paragraph 1.2 of the Agreement as follows:

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

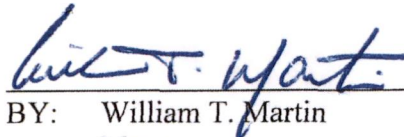
IN WITNESS WHEREOF, the parties have executed this Amendment to the Real Estate Purchase and Sale Agreement as of the dates indicated below:

PURCHASER:

Mayor and City Council of Havre de Grace

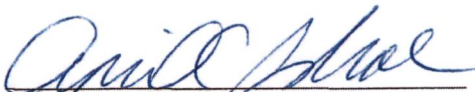


Stephen J. Gamatoria
Director of Administration



BY: William T. Martin
Mayor

Approved for legal sufficiency this
25 day of October, 2023



April C. Ishak, City Attorney

STATE OF MARYLAND)

)ss:

COUNTY OF HARFORD)

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

Tamara J. Brinkman

Notary Public

TAMARA L. BRINKMAN

Print Name

My Commission expires: 4-12-2025

SELLER:

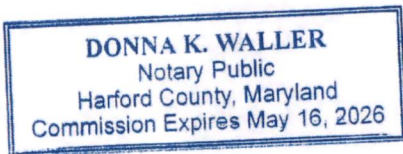
Allen Fair

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

Donna K Waller

Print Name

My Commission expires: May 16 2026

Exhibit C

FS-MD23-1555
Tax ID: 06-020127

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

~Witnesseth~

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

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

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

Tax ID Number: 06-020127

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

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

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

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

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

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

_____(SEAL)
Allen J. Fair

STATE OF MARYLAND
COUNTY OF HARFORD

} ss

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

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

Notary Public
My Commission Expires: _____

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

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

Witness

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

STATE OF MARYLAND }
COUNTY OF HARFORD } ss

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

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

Notary Public
My Commission Expires: _____

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

JW Walker, Esq.

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

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1129 concerning Approving MOU and Agreement with Harford County regarding Water Meter Vault**
(2nd Reading)

Date: **11/22/2023**

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 December 4, 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. 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

Having been posted and notice of time and place of hearing and title of Ordinance having been published according to the Charter, a public hearing was held on November 20, 2023 at 7:07 p.m., and concluded on November 20, 2023 at 7:08 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

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

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

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

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

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

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

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

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

73
74 The foregoing Ordinance is hereby approved by the City Council.

75
76 ADOPTED by the City Council of Havre de Grace, Maryland this ____ day of _____,
77 2023.

78
79 SIGNED by the Mayor and attested by the Director of Administration this __ day of
80 _____, 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: 11/20/2023
Second Reading/Adopted:
Effective Date:

Second Reading

Exhibit 1

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

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT (Agreement”), made this ___ day of _____, 2023, and entered into between 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

153 [SIGNATURES TO FOLLOW ON NEXT PAGE]
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

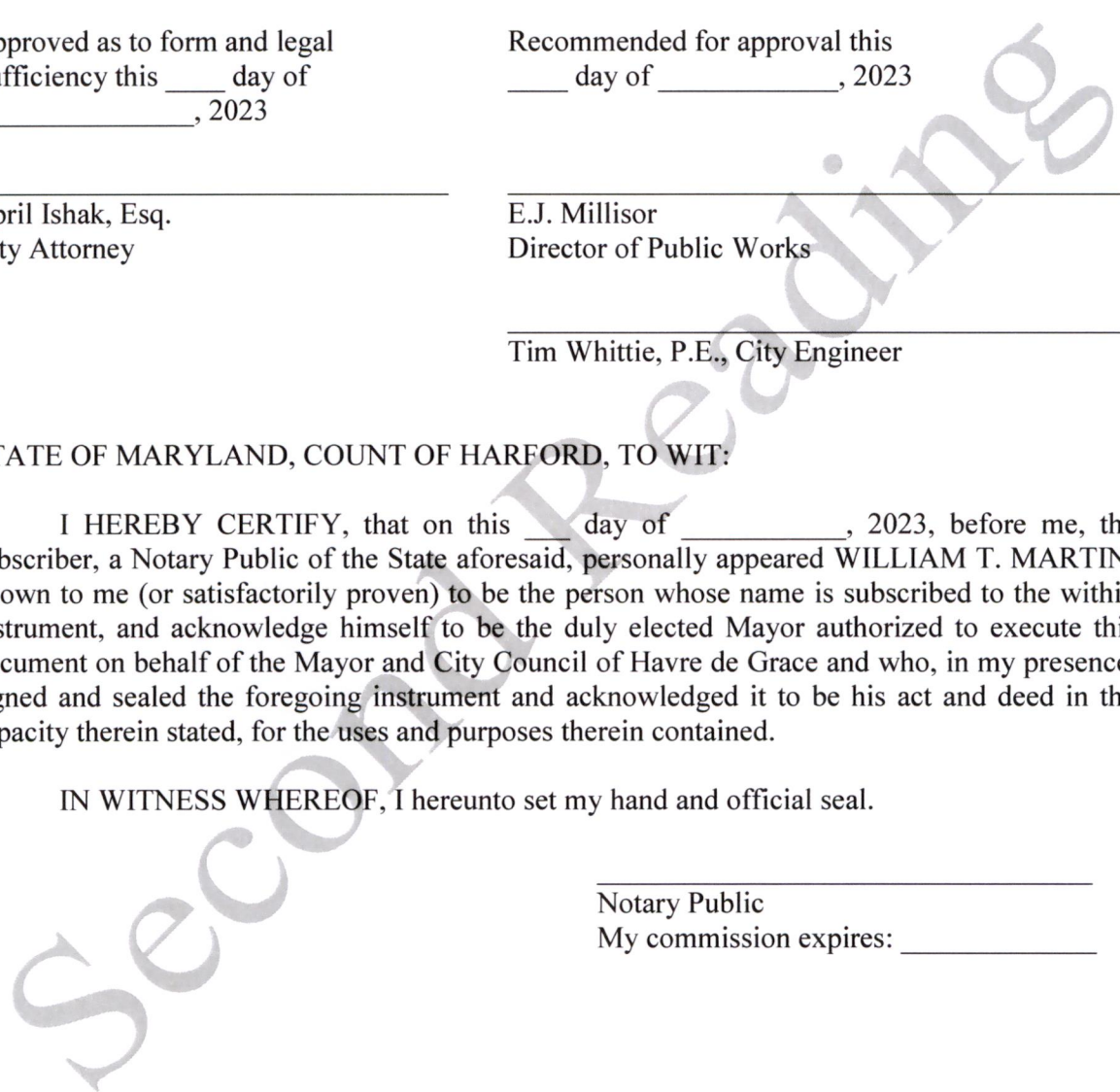
Notary Public

188

My commission expires: _____

189

190



191 FOR HARFORD COUNTY:

192 Witness/Attest:

HARFORD COUNTY

193

194 _____

By: _____

195

Robert Cassilly, County Executive

196

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

200

201

202 _____
Senior Assistant County Attorney

Director of Public Works

203

204

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

Recommended for approval this _____,
day of _____, 2023

207

208

209

210 _____
Treasurer

Department of Public Works

211

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

213

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

221

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

223

224

225

226

Notary Public
My commission expires: _____

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1130 concerning Approving Budget Amendment to Fund Rt. 155 Water Line, Bridge Inspections & Grit Tank (Public Hearing & 2nd Reading)**

Date: **11/22/2023**

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 December 4, 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. 1130

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.

31
32
33

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 _____
Stephen J. Gamatoria
66 Director of Administration

67 _____
William T. Martin
68 Mayor

69

68 Introduced/First Reading: 11/20/2023

69

69 Public Hearing:

70

70 Second Reading/Adopted:

71

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.

Ordinance No. 1130

- 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.

Publ

Ordinance No. 1130

11/16/23, 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 <steveg@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 <steveg@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=98fcddec18e&view=pt&search=all&permthid=thread-f:1782857584388850026%7Cmsg-f:1782857584388850026&...> 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 Rehabilitation	(\$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:	_____