



## COUNCIL MEETING AGENDA

January 6, 2020

7:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Opening Prayer: Pastor Jim Sterner – Webster Church UCC
5. Approval of the Minutes:
  - A. City Council Minutes December 16, 2019
  - B. Closed Session Minutes December 16, 2019
6. Comments from Citizens on Agenda Items:
7. Recognitions:
  - A. Student of the month (Presented by Mayor Martin)
    - i. Havre de Grace Elementary School – Bradley Nelson
    - ii. Meadowvale Elementary School – Maci Alexander
    - iii. Havre de Grace Middle School – Zoe Spry
    - iv. Havre de Grace High School – Azhara Feliciano
8. Presentations: None
9. Appointments:
  - A. Independence Day Commission (CM Zinner)
    - i. Christina Bracknell
    - ii. Michael Bracknell
10. Oath of Office: (Administered by Mayor Martin)
  - A. Independence Day Commission
    - i. Christina Bracknell
    - ii. Michael Bracknell
11. Resolutions: None

12. Ordinances:

- A. An Ordinance concerning Chapter 204 Annexation Policy Procedure: First Reading (CM Ringsaker)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HAVRE DE GRACE PURSUANT TO THE AUTHORITY PROVIDED BY THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND CITY CHARTER SECTIONS 33 AND 34 AMENDING THE CITY CODE THROUGH THE ADDITION OF CHAPTER 204, GENERALLY RELATING TO ANNEXATION POLICY AND PROCEDURE.

- B. An Ordinance concerning Chapter 205 Conditional Uses: First Reading: (CM Ringsaker)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HAVRE DE GRACE PURSUANT TO THE AUTHORITY PROVIDED BY THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND CITY CHARTER SECTIONS 33 AND 34 AMENDING THE CITY CODE CHAPTER 205: ZONING, ARTICLE VI RO RESIDENTIAL OFFICE DISTRICT, SECTION 205-24, ENTITLED "CONDITIONAL USES" BY REVISING THE LIST OF CONDITIONAL USES.

13. Old Business: None

14. New Business:

- A. Special Events  
i. Havre de Grace Arts Commission – Summer Concerts in the Park (Director of Administration - Patrick Sybolt)
- B. Lease Agreement  
i. 463 Franklin Street – (CM Ringsaker)
- C. Water Purchase Agreement with Aberdeen (CM Martin)

15. Directors Report:

- A. Mr. Patrick Sybolt: Director of Administration  
B. Mr. Shane Grimm: Deputy Director of Planning  
C. Mrs. Erika Quesenbery- Sturgill: Director of Economic Development  
D. Mr. George DeHority: Director of Finance  
E. Mr. Tim Whittie: Director of Public Works  
F. Chief Teresa Walter: Chief of Police

16. Business from Mayor Martin

17. Business from Council:

- A. Council Member Ringsaker  
B. Council Member Robertson  
C. Council Member Zinner  
D. Council Member Martin  
E. Council Member Boyer  
F. Business from Council President Glenn

18. Comments from Citizens

19. Adjournment



**December 16, 2019  
Council Meeting Minutes**

The regular meeting of the Mayor and City Council was called to order on December 16, 2019 at 7:00 pm with Mayor Martin presiding.

Council Members present: CP Glenn, CM Robertson, CM Ringsaker, CM Boyer, CM Martin and CM Zinner

The Pledge of Allegiance was recited, and opening prayer was given by Pastor Bo Van Dyke

CM Zinner moved to approve the Council Meeting minutes of December 2, 2019 Seconded by CM Martin. Motion carries 6-0.

CP Glenn moved to approve the Canvasback Drive Public Input Session Minutes of November 20, 2019 Seconded by CM Ringsaker. Motion carries 5-0 with CM Martin Abstaining.

CM Martin moved to approve the Capital Improvement Meeting Minutes of November 14, 2019 Seconded by CM Zinner motion carries 6-0.

Comments were made by citizens on agenda items.

Joe Kochenderfer - 819 Tydings Road - shared his opinion on Ordinance 1026 with areas he felt needed to be looked at closely.

Charlie Mike - 1413 Superior Street, shared his opinion on the need to eliminate enterprise accounting and the Bond Referendum Vote.

Appointments: CM Boyer moved to appoint Morgan Jones to the Tree Commission. Second made by CM Martin. Motion carries 6-0

CM Zinner moved to reappoint Lou Ann Swam to the Arts Commission. Second made by CP Glenn. Motion carries 6-0.

CP Glenn moved to reappoint George Deibel and Nancy Bratcher to the Board of Elections. Second made by CM Zinner. Motion carries 6-0.

Resolution 2019-12 was read into record. A motion to introduce by CM Martin with a second by CM Ringsaker. Motion carries 6-0. Motion to adopt Resolution 2019-12 was made after discussion, the council adopted the resolution by a vote of 6-0.

Ordinance 1026 was read into record. A motion to introduce on second reading was made by CM Ringsaker with a second by CM Zinner. Motion carries 6-0. A motion to adopt Ordinance 1026 on second reading was made by CM Ringsaker with a second by CM Boyer. A number of substantive, grammatical and punctuation amendments were proffered by CM Ringsaker, seconded by CM Zinner and passed successfully by a 6-0 vote. CM Ringsaker made a motion to introduced additional amendments with a second from CM Boyer. Motion Carries 6-0 CM Martin introduced amendments relative to healthy living goals. Motion did not receive a second. CP Glenn introduced an amendment to strike subsection 2 on page 6 (conflicted with earlier amendments, Second by CM Ringsaker. Motion

carries 6-0. CM Ringsaker introduced a final friendly amendment, seconded by CM Boyer. Motion carries 6-0. The ordinance as amended was adopted by a unanimous roll call vote of 6-0.

Budget Amendment 2020-05 was introduced. A motion to approve was made by CM Robertson with a second from CM Boyer. Motion carries 6-0.

At 7:57pm a motion was made by CP Glenn to enter into a closed session to discuss re-appointment of Chief of Police. A second was made by CM Ringsaker.

See Summary of Closed Meeting Minutes attached hereto.

At 8:25 Mayor and Council resumed the regular council meeting. A motion was made by CM Boyer to re-appoint Chief of Police Teresa Walters with a second made by CM Zinner. Motion carries 6-0.

**Directors Report:**

**Patrick Sypolt Director of Administration:** Provided dates of upcoming events in Havre de Grace which are available on the tourism website at [www.explorehavredegrace.com](http://www.explorehavredegrace.com).

**Mr. Shane Grimm Deputy Director of Planning:** 315 S. Stokes has been fully demolished. Thank you to the Department of planning staff for all your help throughout the year.

**Mrs. Erika Quesenbery-Sturgill Director of Economic Development:** Encourages all too please visit [www.i95business.com](http://www.i95business.com) or pick up the latest addition of the I-95 Business Magazine featuring Evergreen Advisors. Havre de Grace retains the number one manufacturing growth rate in the Mid-Atlantic from 2015 through today. Governor Larry Hogan has declared 2020 The Year of the Woman in Maryland. St. John's Episcopal Church at 114 N. Union Ave will have a special service for anyone who has lost a loved one this year and are facing their first holiday without them. Light in the Darkness which will be from 6:30 to 7:30 PM on December 18<sup>th</sup>.

**Mr. George DeHority Director of Finance:** Thanked Council for their vote on the Budget Amendment. The current financial condition of General Fund 1, Water/Sewer Fund 9 and Marina Fund 8 were presented by Mr. DeHority.

**Mr. Tim Whittie Director of the Department of Public Works:** RFP for the recycling system for the main pump station at Lafayette Street will go out in the next week. Phase Three Project will be completed in the next two weeks.

**Chief Teresa Walter Havre de Grace PD:** Please pay attention to speed limit sign postings. In particular Otsego and Juniata are posted at 25 miles per hour. Please don't leave packages visible in your car. Better to keep them covered.

**Business from Mayor Martin:** Holiday Tree Jubilee was a great success thanks to the Independence Day Commission. Holly Jolly First Friday was a magical night. It has grown in attendance to well over 2,000. Wreaths across America was well attended as they laid over 600 wreaths. Thank you to The American Legion for holding this event. This year The Opera House will be showing Christmas Vacation as the Mayor's pick to be shown on December 16, 2019. The winner this year for the Christmas Light Decorating Contest goes to 108 Joehill Drive.

The Mayor thanked Council for voting for Resolution 2019-12 which allows us to put the bond bill referendum on the ballot for the citizens to approve or not approve, in a February 4<sup>th</sup> Special Election.

**Business from Council:**

**Council Member Ringsaker:** Thank you to all who supported Ordinance 1026. Wage and Benefit Committee will meet at 6:30 on the 18<sup>th</sup> of December in the city hall conference room.

**Council Member Robertson:** The Youth Commission will meet on the 26<sup>th</sup> of December at 7:00pm in the city hall conference room.

**Council Member Zinner:** January 14<sup>th</sup> Historic Preservation Commission will meet here at city hall at 7pm. The 21<sup>st</sup> of January the Arts Commission at 6:30 here at city hall and The Independence Day Commission will meet the 27<sup>th</sup> of January at 6pm at the Police Department.

**Council Member Martin:** The City of Havre de Grace will host the Maryland Municipal League dinner on December the 19<sup>th</sup>. The referendum vote which will occur on Tuesday February the 4<sup>th</sup> 2020, CM Martin said after a motion and unanimous vote by the Water and Sewer Commission he is requesting continuance to the Water and Sewer Annual Report & Recommendations due to the Mayor and City Council for the first Monday of February 3<sup>rd</sup>, 2020 as required by City Code 25 Article XI. He requested the report be moved until the first council meeting on March 2, 2020 to allow for the results of the referendum vote. CM Martin made a motion to delay the Water and Sewer Report until the first Monday in February. A second was made by CM Ringsaker. Motion carries 6-0. A presentation will be planned for January 2020 by Kimberly Min with Whiteford, Taylor and Preston. This presentation will be on the process of the issuance of a bond and basic vocabulary.

**Council Member Boyer:** Very impressed with the WWTP and WTP staff and all they do to provide all the citizens with safe drinking water. Their skill and dedication is greatly appreciated.

**Council President Glenn:** Thank you to all the City's Volunteers, you're our true unsung heroes.

**Comments were made from Citizens:** Camay Murphy 564 Green Street - Havre de Grace is ahead in The Year of The Women 2020 by appointing Morgan Jones to the Tree Commission. Ms. Murphy thanked the Tree Commission for the planting of the tree in honor of Harriet Tubman. The Tree which will be dedicated February 16<sup>th</sup> 2020.

**Adjournment:**

A motion was made by CP Glenn and seconded by CM Ringsaker to adjourn at 9:25pm. Motion carried 6-0  
Video recording of the City Council Meeting may be viewed online through Harford Cable Network.

Respectfully Submitted by,  
Resa Laird

**MINUTES OF HAVRE DE GRACE CITY COUNCIL MEETING**

**CLOSED SESSION**

Monday, December 16, 2019

City Hall  
711 Pennington Avenue  
Havre de Grace, MD 21078

Time of Closed Session: 8:01 PM

Place: City Hall, Mayor's office.

Purpose: To consider the job performance and reappointment of Chief of Police Teresa Walter.

Persons Attending: Council President Glenn; CM Boyer; CM Robertson; CM Martin; CM Ringsaker; CM Zinner; Chief of Staff Gamatoria; Director of Administration Sypolt; City Attorney Ishak; Mayor Martin.

Motion to go into close session made by CP Glenn, second by CM Ringsaker. Vote in favor: 6-0

Authority under Section 3-305 for the closed session: General Provision Article 3-305(b)(1) to discuss the job performance and reappointment of Chief of Police Teresa Walter.

Topics actually discussed:

The council members considered Chief Walter's job performance and whether to approve her reappointment for a three year contractual term.

Action taken: None.

Motion to Adjourn and return to open session. Passed: Vote 6-0.

Closed Session adjourned at 8:21 PM.



# City of Havre de Grace

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

410- 939-1800  
410- 575-7043

## DEPARTMENT OF PLANNING MEMORANDUM

November 5, 2019

TO: Steve Gamatoria  
Chief of Staff

FROM: Shane P. Grimm, AICP  
Deputy Director of Planning



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### Re: Chapter 204 – Annexation Policy and Procedure

I have prepared a new Chapter 204 which relates to annexation policies and procedures. The purpose of this new chapter is to codify a clear procedure and submittal requirements for future annexations to the City. The current policy (Resolution 97-7) is over 20 years old and is no longer relevant for the most part, which has caused some confusion with respect to the annexation of 1921 Pulaski Highway that is currently in process. I have also found conflicting documents regarding past procedures used by the City. Therefore, I believe it is beneficial to consider adoption of a new Chapter 204 that codifies the policy and procedure, and makes the process clear to landowners, developers, attorneys and citizens taking part in the process of annexation.

I was familiar with the City of Aberdeen's policies and procedures that are codified in their City Code. I talked with Ms. Phyllis Grover, Director of Planning and Community Development for Aberdeen about their procedures and felt comfortable that they would be a good model for Havre de Grace. The draft attached to this memo has only been slightly modified from Aberdeen's chapter. Since the corporate limits of Aberdeen and Havre de Grace now touch, I think it is wise to have similar policies and procedures rather than reinvent the wheel. Aberdeen's policies and procedures are essentially a fleshed out version of the State requirements for annexation found in Section 4-404 of Local Government Article of the Annotated Code of Maryland.

Another important component of the procedures is the requirement for a community informational meeting. This requirement makes the process transparent and gives the public ample opportunity to review and comment on the annexation. Requiring the landowner/developer to hold a community information meeting also gives them an opportunity to understand whether there will be opposition or support for the annexation. In turn, the City has a better understanding of the community's concerns with each annexation.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HAVRE DE GRACE PURSUANT TO THE AUTHORITY PROVIDED BY THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND CITY CHARTER SECTIONS 33 AND 34 AMENDING THE CITY CODE THROUGH THE ADDITION OF CHAPTER 204, GENERALLY RELATING TO ANNEXATION POLICY AND PROCEDURE.

WHEREAS, the Mayor and City Council desire to codify annexation policies and procedures for future annexations by the City of Havre de Grace, and to establish specific requirements and timeframes associated with the annexation process.

WHEREAS, the Mayor and City also desire to encourage public participation and input in the annexation process through the requirement of community informational meetings.

NOW THEREFORE, BE IT ORDAINED, AS FOLLOWS:

1. Chapter 34 shall be added as follows;

**CHAPTER 34 - CODE OF THE CITY OF HAVRE DE GRACE. ANNEXATION POLICY AND PROCEDURE.**

**A. Policy. The following principles shall govern annexation.**

- (1) The City Council may consider and act upon a petition for the annexation of land contiguous and adjacent to the corporate limits of the City in order to promote the health, safety, welfare, and economic development of the City.
- (2) The annexation may be appropriate when it promotes coordinated planning for the area surrounding the land proposed for annexation, and where it is consistent with the plans for the present and future development of the City, and where it will not result in isolated development inconsistent with surrounding land uses.
- (3) The annexation must contribute to the realization and/or furtherance of the goals and objectives of the Comprehensive Plan and any other corridor or small area plan.
- (4) The location relative to existing public facilities and a review of the City's ability to provide public facilities to serve the annexation area.
- (5) The development of relevant conditions for the protection and benefit of the residents of the City.



46 (6) The annexation will not result in an adverse fiscal impact upon the City.

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49 (7) Upon approval of an annexation petition by the City Council, the petitioner shall not be  
50 permitted to amend or to otherwise change the terms of the annexation petition.  
51

52 **B. Procedures. The following procedures shall govern annexation and the zoning of land**  
53 **so annexed:**

54  
55 (1) Petition filing contents. A petition for annexation, prepared in compliance with § 4-404  
56 of the Local Government Article of the Annotated Code of Maryland. The petition shall  
57 be signed by the owner of the property and any contract purchaser(s) and shall be filed  
58 with the Director of Administration, together with fifteen (15) copies of the petition and  
59 a nonrefundable fee as established by resolution of the City Council. The City may  
60 require additional copies to be provided to the City at its discretion. The petition shall  
61 include the following:

62  
63 (a) Descriptive data.

64  
65 [1] A legal description of the property with metes and bounds.

66  
67 [2] Name and address of all members, stockholders, partners, or other individuals  
68 having a legal or equitable interest in the entity that owns an interest in the  
69 property.

70  
71 [3] The names and addresses of all persons residing in the area to be annexed.

72  
73 (b) Exhibit showing:

74  
75 [1] The legal boundaries of the property, to include complete parcels and all property  
76 lines in order to eliminate noncontiguous land that may be annexed in the future.

77  
78 [2] The existing land use conditions surrounding the subject property.

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80 [3] Existing county zoning and the petitioner's proposed City zoning.

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82 [4] A property tax map.

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84 [5] An aerial photographic map at an appropriate scale.

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86 [6] Topographic map of the property at an appropriate scale.

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88 [7] Existing public facilities and improvements.

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90 [8] Existing reserved or public areas.  
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92 (c) Certification that each owner of real property, both within the area of the proposed  
93 annexation and contiguous to the annexation area, has either executed the petition or  
94 has been sent by certified mail and first-class mail to the address listed in the  
95 assessments records, within 10 days prior to filing of the petition, a summary in a  
96 format provided by the City.  
97

98 (d) The petitioner(s) shall submit a concept plan for the proposed annexation area if future  
99 public roads are contemplated and/or significant infrastructure improvements will be  
100 necessary to service the area to be annexed. The concept plan shall include the  
101 following:  
102

103 [1] The boundary of the area to be annexed.  
104

105 [2] The general location of each proposed land use on the property and the percentage  
106 of the whole for each use. General location of land uses may be shown as irregular  
107 graphic shapes depicting the approximate size and relationship to adjacent land  
108 uses.  
109

110 [3] A table listing proposed densities and land use by type, including the area of each.  
111

112 [4] The density of residential development, the maximum and minimum lot sizes, and  
113 the anticipated square footage of commercial and industrial buildings.  
114

115 [5] Existing and proposed arterial and collector streets adjoining (where applicable)  
116 and their relationship to the principal land uses on the site.  
117

118 [6] Existing and proposed major utility lines or facilities and their relationship to the  
119 principal land uses on the site.  
120

121 [7] Contour lines at a maximum of five-foot intervals.  
122

123 [8] Sensitive environmental features on the site and contiguous to the property, as  
124 available from current Harford County or other pertinent geographic information  
125 system (GIS) databases. These features shall include streams, wetlands, other  
126 water bodies and floodplains.  
127

128 (e) Description of municipal services that may need to be upgraded, initiated, or extended,  
129 together with a recommendation regarding the priority for accomplishing the  
130 improvements and a recommendation as to possible sources of funding and  
131 recoupment for any capital improvements.  
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133 (f) Fiscal impact of the proposed project.  
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- (g) Description of any unique characteristics such as historical, archaeological, institutional, etc.) situated in the area to be annexed, with an analysis of how these characteristics would be impacted by annexation.
  - (h) A detailed statement as to whether the land uses and densities permitted under the proposed City zoning classification and the land uses for the annexed area and densities permitted under the current Harford County zoning classification are, or are not, substantially different as that term is defined in § 4-416 of the Local Government Article of the Annotated Code of Maryland.
- (2) Community Informational Meeting (CIM). Within 45 days prior to the petition filing date, the petitioner shall hold a CIM. This meeting will be facilitated by the property owner, developer or their representative and held at a public location (library, City Hall, etc.) adequate to serve the expected turnout of residents. The meeting shall be advertised by a posting on the property or properties at each public road frontage. The City shall advertise the date of the CIM upon notification by the property owner, developer, or their representative. At a minimum, all documents included in the petitioner's filing shall be made available for review at the CIM. The City will provide copies of all documents on the City's website. Within 45 calendar days of the CIM, the developer shall submit a list of attendees and a transcript prepared by a Court Reporter of the meeting.
- (3) Petition preliminary review. Within 90 days following the date of the filing of a petition and all required attachments, the Director of Planning shall conduct a preliminary review of the petition with the petitioner(s), or the petitioner's representative, and the Director of the Department of Public Works. Prior to beginning the review, the Department of Planning shall inform the petitioner(s), in writing, of the date when the petition and all required attachments have been provided and accepted. Based upon this review, the Director of Planning may direct the petitioner to submit additional information within a thirty-day period or to take other reasonable steps with regard to the petition, including:
- (a) Supplementation of the information required to be submitted in the petition.
  - (b) Provision for a study by an independent consultant selected by the City and the petitioner to evaluate the information submitted in support of the petition and to determine the fiscal impact of the annexation on the City.
  - (c) Provision for any other studies necessary for the proper consideration of the petition.
  - (d) Additional mailing, posting, or advertising notice requirements.
- (4) Petition review by Planning Commission.
- (a) Upon completion of the review, the Director of Planning shall forward the petition package to the Planning Commission for review at the next scheduled Planning Commission meeting. The Director shall advertise the agenda of the Planning Commission on the City webpage. The petitioner shall supply 10 copies and one

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digital format copy of the completed petition package to the Director prior to this submittal.

(b) The Planning Commission will review the petition for annexation and take public comment during its scheduled meeting.

(c) The Planning Commission shall submit its recommendation to the City Council within 60 days of the Planning Commission meeting.

(5) Payment for processing and review.

(a) The petitioner shall be responsible for payment for all studies required by the Director of Planning and reimbursement of all staff and Attorney time necessary for review of the petition and all studies.

(b) City staff shall keep an accounting of their time spent on the annexation review reflecting the hourly rate of each employee established by the City.

(6) Adoption of annexation plan. Consistent with § 4-415 of the Local Government Article of the Annotated Code of Maryland, the City Council shall adopt an annexation plan which shall be open to public review and discussion at a public hearing.

(7) Public Hearing.

(a) When the petitioner has complied with the requirements as specified by the Director of Planning following the review and the annexation has been prepared and distributed, the City Council shall introduce an annexation resolution and conduct a public hearing with regard to the proposed annexation at the time and place as shall be established by it.

(b) The hearing shall be conducted and a record of the proceedings shall be preserved in a manner as the City Council prescribes.

(c) A description of the annexation and a notice of the time and place of the hearing shall be published as specified in § 4-406 of the Local Government Article of the Annotated Code of Maryland.

(d) At the hearing, the recommendation of any board, commission, or agency shall be considered as evidence.

(8) Conditions. In acting favorably with regard to the petition, the City Council may include in its resolution such conditions and restrictions as are deemed necessary for the protection of the public interest, furtherance of the health, safety, and welfare of the residents of the City and to secure compliance with any relevant legal standards or requirements.

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(9) Annexation agreement.

- (a) The City Council may, prior to voting on the resolution, enter into an annexation agreement with persons and entities that are petitioners in the annexation petition. Only those petitioners that agree to be responsible to the City for performance of contractual or financial commitments, or that promise community benefits, are required to be a party to the agreement.
- (b) The City Council shall hold a public hearing on the proposed agreement prior to the City's final approval and execution of the agreement and before taking a vote on the annexation resolution. The copies of the proposed agreement shall be made available to the public at City Hall no later than 10 calendar days prior to the public hearing.
- (c) The effective date of the agreement shall be the date that the approval of the annexation resolution by the City Council becomes final. Upon the annexation resolution becoming final, the agreement shall be binding upon the parties thereto, their heirs, successors, grantees, and assigns.
- (d) The annexation agreement shall be recorded by the City in the land records of Harford County, Maryland, within 30 days of the date the annexation resolution becomes final.

(10) Zoning. In acting favorably with regard to the petition, the City Council shall designate the zoning classification of the annexed land as provided for in this Chapter and in other applicable laws, ordinances, regulations, and procedures related to zoning of annexed land.

(11) Approval or rejection.

- (a) No property shall be annexed except by a favorable vote of a majority of the members of the City Council.
- (b) The City Council may reject the petition for any reason. The City Council is not required to make any finding of fact in the event it rejects the petition.

(12) Other applicable law. This procedure is in addition to any other provisions of the City Charter and Code of the City of Havre de Grace and of the Annotated Code of Maryland that govern annexation and the development of land.

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ATTEST:

THE MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE

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PATRICK D. SYPOLT  
DIRECTOR OF ADMINISTRATION

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WILLIAM T. MARTIN, MAYOR

First Reading:  
Public Hearing:  
Second Reading/Adoption:

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HAVRE DE GRACE PURSUANT TO THE AUTHORITY PROVIDED BY THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND CITY CHARTER SECTIONS 33 AND 34 AMENDING THE CITY CODE CHAPTER 205: ZONING, ARTICLE VI RO RESIDENTIAL OFFICE DISTRICT, SECTION 205-24, ENTITLED "CONDITIONAL USES" BY REVISING THE LIST OF CONDITIONAL USES.

WHEREAS, the Mayor and City Council desire to modify the list of conditional uses to remove multifamily dwellings and rooming houses as conditional uses in the RO district.

NOW THEREFORE, BE IT ORDAINED, AS FOLLOWS:

1. Article, II Section 205-24, entitled "Conditional uses", shall be amended as follows, with words shown **bold underlined** to be added and those shown [~~bracketed with strikeout~~] to be deleted;

The Board of Appeals may permit the following conditional uses:

- A. Health care facilities.
- B. Single-family detached dwellings meeting Lot Specification D, Table 1.
- C. Single-family attached dwellings.
- D. Townhouse dwellings meeting Lot Specification E, Table I, and the requirements of this chapter.
- E. Cottage dwellings meeting the requirements of this chapter.
- ~~F. Multifamily dwellings.~~
- ~~G.]~~ **F.** Parking facilities not accessory to a principal permitted or approved conditional use.
- ~~H.]~~ **G.** Churches meeting Lot Specification H, Table I.
- ~~I.]~~ **H.** Schools.
- ~~J.]~~ **I.** Public utility structures.

46 [~~K.~~] **J.** When located in a building that existed prior to March 15, 1982:

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48 (1) Flower shops.

49

50 (2) Art shops or art galleries.

51

52 (3) Gift shops.

53

54 (4) Antique shops.

55

56 (5) Arts and crafts shops.

57

58 (6) Restaurants.

59

60 (7) [~~Rooming houses, bed-and-breakfasts~~] **Bed-and-breakfasts** and corporate housing.

61

62 [~~L.~~] **K.** Home occupations, provided that:

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64 2. The remainder of "Code Chapter 205: Zoning" shall be unchanged.

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66 In accordance with the provisions of the Maryland Ann. Code, Land Use Article, §4-203 and the  
67 City Charter, and so long as this ordinance is not vetoed by the Mayor, these amendments shall  
68 become effective on the date of the approval by City Council after the second reading, except that  
69 if the date of the City Council approval is less than ten days after the close of the City Council's  
70 public hearing on these Zoning Code amendments, the effective date of the amendment shall be  
71 ten days after the close of the public hearing on the Zoning Code amendments.

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75 ATTEST:

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PATRICK D. SYPOLT  
DIRECTOR OF ADMINISTRATION

THE MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE

WILLIAM T. MARTIN, MAYOR

First Reading:  
Public Hearing:  
Second Reading/Adoption:



Trucking #1011200008  
Summer Concerts in the Park

**EVENT APPLICATION CHECKLIST:**

**Host Organization:** Havre de Grace Arts Commission  
**Business Address:** 711 Pennington Ave / P.O. Box 98 HDG  
**On Site Contact Person:** Chris Berry  
**Contact Information** **Phone:** 410 939 4299 **Email:** @berry219@gmail.com  
**Back-Up Site Contact Person:** Christy Silverstein  
**Contact Information:** **Phone:** 410 939 3727 **Email:** @christysilverstein@comcast  
**Note:** The onsite contact must be at the event the entire duration to include set-up and break-down Ne  
(302-448-9318 cell)

Is the Host Organization a Havre de Grace 501 C3?  Yes  No

Is the Host Organization a 501 C3?  Yes  No

Tax ID # MD # 300 42 569 or Fed # 526000796

If the Host Organization is not a Havre de Grace Non-Profit, please provide additional details below:  
We are a city sponsored committee to promote the Arts.

**Event Category:**

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

\* a fee may be charged

**Date/Time:**

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

Setup	Date: _____ Time: _____	} Every Friday night, June + July setup after 5pm Concert start - 7:30 pm End - 9:00 pm
Event Starts	Date: _____ Time: _____	
Event Ends	Date: _____ Time: _____	
Rain Date	Date: _____ Time: _____	

**Location:**

- Millard E. Tydings Memorial Park  Concord Point Park  
(No vehicles permitted in Tydings Park)
- David Craig Park  K-9 Cody Dog Park
- McLhinney Park  Community Pavilion at Frank J. Hutchins Memorial Park

Other location, please explain: \_\_\_\_\_

Anticipated Attendance: 100 Admission Fee (if any): 0

**Requested City Services:**

If your event needs assistance from the City for services, please check the appropriate boxes below:

**Note: Only those services approved prior to the event will be provided.**

**Traffic Control:** Please explain and attach a map of intersections and street names affected and any road closures. \_\_\_\_\_  
\_\_\_\_\_

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

**Public Restrooms:** Public Restrooms are available and located at or near Millard E. Tydings Memorial Park and City Yacht Basin, Frank J. Hutchins Memorial Park, Concord Point and McLhinney Parks.

**Trash Containers:** (in addition to existing containers) Please indicate if additional containers will be required and the number needed: \_\_\_\_\_

**Recycling Containers:** Required for all organizers of events serving food or drink and events expected to have 200 or more persons in attendance. (per State of Maryland Law enacted in 2015) Please indicate the number of containers needed: \_\_\_\_\_

**Trash Collection and trash disposal is the responsibility of the Event Sponsor. (roll off dumpster is the responsibility of the event organizer)**

**Water Supply Needed:** please explain: \_\_\_\_\_

**Electricity Needed** please attach an electrical site plan that includes the layout of extension cords, generators and anticipated amperage draw. outlets in Gazabo turned on.

**Staff:** Event Sponsor requires City Staff to be on site- Please provide details of this request: \_\_\_\_\_  
\_\_\_\_\_

**Other** Please explain: \_\_\_\_\_

**FOOD SERVICE** - It is your responsibility to contact and comply with the Harford County Health Department Regulations. It is also the **EVENT SPONSOR'S** responsibility to ensure the removal of (take with you) cooking oils and greases, food, trash, and recyclables, such as cardboard boxes, generated by vendors when the event is over.

**Alcohol**

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

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

The Harford County Liquor Board requires a License if alcohol is to be served – please note new rules and regulations: <http://www.harfordcountymd.gov/lcb/Downloads.cfm>

The Harford County Liquor Board Permit Application must be signed by the City. A copy of the approved License must be provided to the Special Events Coordinator prior to the scheduled event. Again, it is the **EVENT SPONSOR's** responsibility to contact the Liquor Board for the appropriate permit.

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

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**Security**

Yes  No I acknowledge that I have contacted the Havre de Grace Police Department's Police Services Commander to discuss concerns regarding safety and security during the event. *I will contact IN MAY 2020.*

**Gambling**

Yes  No Will there be raffles, 50/50 and other gambling games? *raffle \$150. prize*

A copy of the approved License must be provided to the Special Events Coordinator prior to the scheduled event. It is your responsibility to contact the Harford County Sheriff's Office for the appropriate permit.

**First Aid Services/Medical Plan**

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

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It is the responsibility of the **EVENT SPONSOR** to contact Emergency Medical Services (EMS) if onsite services are needed.

**Event Site Plan:**

Your event application must include a detailed site plan to include the following:

- NA  The location of fencing and/or barricades. (Fencing plans must indicate areas within the plan that are removable for Emergency Access.
- NA  The location of First Aid station and/or ambulances
- NA  The location of all stages, tents, canopies, portable toilets, trash containers, recycling containers, beer gardens, vendors, controlled admissions areas and any other temporary structures and activities.
  - General locations and/or source of electricity. *Gazabo outlets*
  - Placement of vehicles or trailers. (No vehicles permitted in Tydings Park) *parking on Street Commerce*
- NA  Exit locations for outdoor events that are fenced.
- NA  If you are erecting tents or fencing on City property, you are required to notify Miss Utility 7 days prior to the event due to underground electric lines and other utilities. **Phone: 800-257-7777**
- Other related components of your event not listed above.

**Advertising /Signage**

Approved special events may place **"APPROVED" signs in "APPROVED" locations** within the City's right-of-way 21 days prior to event and must be removed within 48 hours following event.

**Who may post a sign?**

- o Only Non-Profit Organizations may post event signs.

**When should signs be posted?**

- o Signs may be posted 21 days prior to the event, and must be removed 48 hours after the event.

**What is an Approved Sign?**

- o Professionally manufactured yard signs, not larger than 18" x 24".

**What is not an approved sign?**

- o Hand written, hand-painted or hand-drawn signs are not permitted.

**Approved Locations:**

- o City Right of Way and City Parks
  - May not be placed in a city flower bed/garden
  - May not be placed on a City right of way that is in front of a private residence
- o Special permission from the Maryland State Highway Administration must be obtained for signs located on:
  - Otsego Street
  - Revolution Street
  - Superior Street
  - Union Avenue
  - US Route 40
  - Ohio Street

Special permission must be obtained for any signs placed inside the gates of Bulle Rock.

Walking and Running Events:

**WALKING / RUNNING EVENTS:**

- Per Ordinance 986, walking and running events will be subject to an application fee.  
(Please see below)

Run/Walk Event Fees:

For Profit Organization \$3,000

Non-Profit Organization \$1,500

HDG Non Profit or HDG Organization Sponsorship and Sole Beneficiary \$0.00

- Race events will not be permitted on Federal Holidays. Race events will only be permitted on Saturdays (with no rain date)
- Each sponsor will provide insurance documents with limits of liability of at least \$1,000,000 naming the City of Havre de Grace as an additional insured and including a waiver of subrogation.
- Provisions for participant safety (sponsor to contact local EMS)
- Sponsors will receive an invoice from the City of Havre de Grace upon City Council approval. Payment in full is required within 30 days.
- Non-compliance with submission of fee will result in a cancelled event.

Affidavit:

Applicant Initial CB  
EVENTS 10-9-19

City Representative Initial RBJ

Each sponsor shall provide a waiver holding the City and its employees harmless from liability.

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

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

Print Name of Event Organizer Chris Berry

Title Concert Chairperson

Signature: Chris Berry

Date 11/20/19

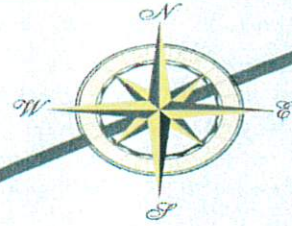
Event Title: Summer Concerts in the Park

Received by Rosa Laird 12/30/19  
City Official Date

Notification: Internal Use Only:

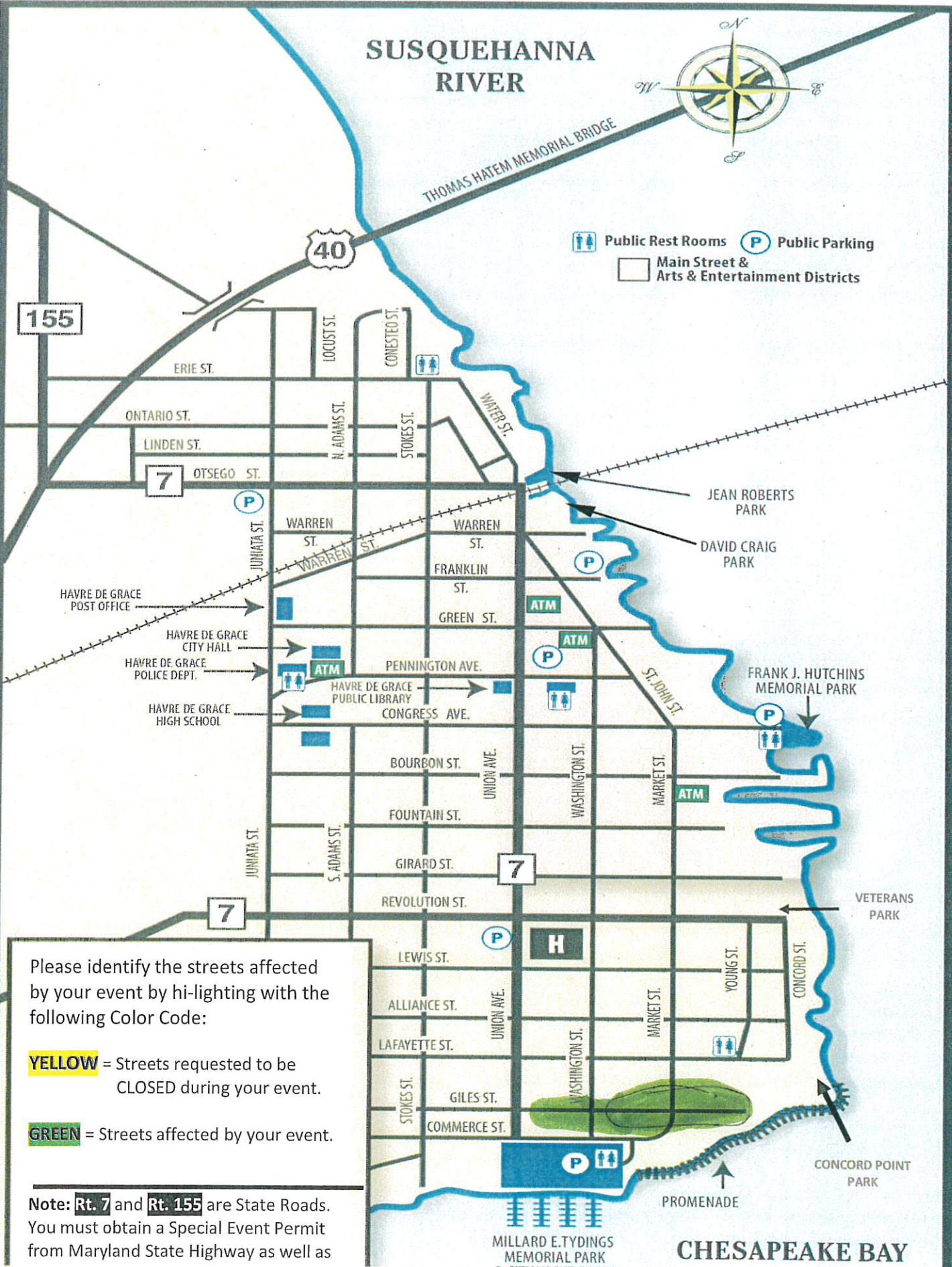
- DPW \_\_\_\_\_
- PD \_\_\_\_\_
- Ambulance Corps \_\_\_\_\_
- SHCO \_\_\_\_\_
- Impacted Museums \_\_\_\_\_

# SUSQUEHANNA RIVER



THOMAS HATEM MEMORIAL BRIDGE

- Public Rest Rooms
- Public Parking
- Main Street & Arts & Entertainment Districts



Please identify the streets affected by your event by hi-lighting with the following Color Code:

**YELLOW** = Streets requested to be CLOSED during your event.

**GREEN** = Streets affected by your event.

**Note:** Rt. 7 and Rt. 155 are State Roads. You must obtain a Special Event Permit from Maryland State Highway as well as

## CHESAPEAKE BAY

## Special Events Cost Sheet

Event:	Summer Concert in the Park	Tracking ID:	1011200008
Dates:	Every Friday night in June and July		
Time of set up:	5:00 PM		
Take down time:	9:00: PM		
Time of actual event:	7:30 - 9:00pm		
Location:	Millard E. Tydings Memorial Park		

	Number of personnel	Regular Pay (Hours)*	Overtime Pay Hours*	Average Regular Salary	Total Estimated Hours	Total Estimated Labor Cost	Materials Cost	Materials (Description)	Total Cost
<b>PD</b>					0	\$0.00	\$0.00		\$0.00

<b>Notes</b>	These events will be handled by units on patrol.								
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	Number of personnel	Regular Pay (Hours)*	Overtime Pay Hours*	Average Regular Salary	Total Estimated Hours	Total Estimated Labor Cost	Materials Cost	Materials (Description)	Total Cost
<b>DPW</b>	1	27		\$24.00	27	\$648.00	\$0.00	toilet paper, trash bags, bathroom cleaning supplies	\$648.00

<b>Notes</b>	1 custodian x 3 hrs x 9 Fridays								
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<b>Grand Total</b>	1	27	0	\$24.00	27	\$648.00	\$0.00	See above	\$648.00
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\*Note: Normal salary includes fringe benefits; OT salary is 1.5 times average salary





# City of Havre de Grace

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

410- 939-1800  
410- 575-7043

## DEPARTMENT OF PLANNING MEMORANDUM

December 30, 2019

TO: Steve Gamatoria  
Chief of Staff

FROM: Shane P. Grimm, AICP  
Deputy Director of Planning



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**Re: 463 Franklin Street – Lease Agreement  
Permit #20200169**

The Department of Planning has received a permit application for the placement of a doorway canopy and 3 window awnings at 463 Franklin Street (see attached drawings). The canopy will extend 6.5 feet from the building. Both the canopy and awnings will extend into the City right-of-way. The canopy will have signage on the front panel. The proposed signage meets the requirements of the Sign Code. The awnings will be 6.5 feet wide, 2-feet high and extend 2-feet from the building. I personally visited the site and measured from the building to ensure that there would be no obstruction to the sidewalk.

The Department of Planning has no objection to the request subject to the following recommended conditions:

1. The minimum clearance between the sidewalk and the awning shall be no less than 8-feet at any point. The awning shall extend no more than 6.5 feet from the building.
2. The awning support structure and fabric shall be maintained in good working order and condition at all times.
3. The window awnings shall be securely fastened to the building and maintained in good condition at all times.
4. The City reserves the right to have the owner remove the canopy and/or awnings at any time.

cc: Marisa Willis, CFM, Planning Technician



12/23/19

Lettering on front of canopy above door.



Per the contractor, the canopy comes out from the wall 8' 6" and will be attached with galvanized steel Z clips (industry standard)

Collins



# City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078

410- 939-1800

WWW.HAVREDEGRACEMD.COM

December 18, 2019

To: City Council  
Fr: Patrick Sypolt  
Re: Memorandum of Agreement Water Purchase

Distinguished City Council Members;

Almost one year ago the City of Aberdeen approved a water purchase agreement with the City of Havre de Grace. The agreement was the culmination of a year's worth of negotiations between both municipalities.

To date, both agencies are jointly involved with the engineering and permitting of a new water transmission line between the two cities and both governments plan to proceed with construction within the next twelve months.

It was hoped that the County would grant permission to utilize their existing line during the interim but we were unsuccessful in obtaining permission from the County Executive and the County Council hasn't had the intestinal fortitude to pursue this matter in our behalf and garnish permission.

In keeping with our original plan and agreement with the City of Aberdeen, I am asking for your support, via a resolution, and consummate the attached water purchase agreement.

Please review the attached *Memorandum of Agreement Water Purchase* . A resolution will be attached to this file in short order. It is the intention of the Administration to have this before City Council at the second meeting in January, (Tuesday, January 21<sup>st</sup>).

Respectfully submitted,

Patrick Sypolt  
Director of Administration

**Aberdeen – Havre de Grace**  
**Memorandum of Agreement**  
**Water Purchase**

THIS MEMORANDUM OF AGREEMENT (Agreement”), made this 14 day of JANUARY, 2019, and entered into between the CITY OF ABERDEEN, a municipal corporation of the State of Maryland (hereinafter “the Purchaser”) and the MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, a municipal corporation of the State of Maryland (hereinafter the “Provider”) (the “Purchaser” and the “Provider” individually referred to as a “party” and collectively referred to as the “parties”).

WHEREAS, the Purchaser and the Provider recognize that an available water supply is prerequisite to continued economic growth and that continued economic growth is in the best interest of both parties; and

WHEREAS, through mutual cooperation and coordination, both parties wish to optimize their respective water production and supply capabilities to meet water demands associated with economic growth; and

WHEREAS, both parties desire to provide for the design and construction of a water transmission line and related appurtenances between the City of Aberdeen corporate limits and the City of Havre de Grace (“the Provider Capital Improvements”); and

WHEREAS, the Purchaser desires to provide an interconnection and receive, and the Provider desires to provide, potable water for use of the Purchaser through this water transmission line in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Purchaser will need to design and construct a water distribution line and related appurtenances (“the Purchaser Capital Improvements”) in order to receive and distribute to its customers potable water furnished by Provider; and

WHEREAS, the Provider Capital Improvements and the Purchaser Capital Improvements collectively are referred to as “the Capital Improvements.”

NOW THEREFORE, in consideration of the foregoing Recitals that are a material part of this Agreement and other good and valuable considerations, the Provider and the Purchaser agree as follows:

**THE PROVIDER OBLIGATIONS AND REQUIREMENTS:**

1. **OBLIGATION TO FURNISH:** The Provider agrees to furnish the Purchaser at the Point of Delivery (near the intersection of Route 40 and Robin Hood Road, Aberdeen, Maryland, as depicted on Exhibit A to this Agreement), during the term of this Agreement potable, treated finished water meeting the applicable drinking water standards of the Maryland Department of Environment, from time to time, in such quantity as agreed by both the Purchaser and Provider. The Provider’s obligation to furnish water and the Purchaser’s obligation to receive water furnished by Provider are dependent and contingent upon the design, construction and acceptance of the Capital Improvements as provided for in this Agreement.

- a. CAPACITY: The Provider agrees to provide an initial daily amount as requested by Purchaser of no less than 500,000 gallons of water per day (GPD - 347 GPM) at a reasonably consistent delivery pressure rate of at least eighty (80) psi.
  - b. ADDITIONAL CAPACITY: The Provider agrees to provide an additional 400,000 GPD to the Purchaser, for a maximum of 900,000 GPD, upon written notification by the Purchaser to the Provider as specified in Paragraph 1.d. In the event that no additional capacity is requested or provided within two years from the date of the initial delivery of water, the Provider, upon timely written notice to the Purchaser, may elect to reduce the amount of additional capacity available to Purchaser to the extent that the Provider commits that water to other purchasers, except that in no event may Provider reduce the amount of water furnished to Purchaser to less than the amount required by Paragraph 1.a.
  - c. ESTABLISHED DAILY REQUIREMENT: The capacity provided to the Purchaser under Paragraph 1.a. and the additional capacity requested by and provided to the Purchaser under Paragraph 1.b. comprise the Purchaser's Established Daily Requirement.
  - d. DECREASE AND INCREASE OF USAGE (NON-EMERGENCIES): The parties agree that the Purchaser may request, and the Provider shall grant, an increase in the Established Daily Requirement not to exceed 900,000 GPD subject to availability of capacity, or a decrease in the Established Daily Requirement. Any change in the Established Daily Requirement shall be subject to a corresponding rate adjustment under Paragraph 6 below. Any decrease or increase shall be in increments of 50,000 gallons. The Purchaser and Provider may agree to increase the Established Daily Requirement above 900,000 GPD by amendment in accordance with paragraph 23 of this Agreement. The Purchaser shall provide the Provider ninety (90) days prior written notice of the effective date of any requested change in the Established Daily Requirement.
2. REQUIRED WATER PRESSURE: The Provider agrees to furnish water at a reasonably constant pressure of eighty (80) psi at the Point of Delivery (which Point of Delivery is depicted on Exhibit A attached hereto). Water delivery system failures of pressure or supply as a result of unforeseen events such as power failure, flood, fire, use of water to fight fire, earthquake or other catastrophes shall excuse the Provider from the requirement of this paragraph for such a reasonable period of time as may be necessary to restore full service. The Provider shall make every reasonable effort to restore the system to the defined operating parameters as quickly as possible and keep the Purchaser apprised of the efforts towards restoration.
  3. MEASUREMENT OF WATER: The Provider agrees to purchase, furnish and maintain the necessary equipment and required devices of standard type for measuring the quantity and pressure of water delivered to the purchaser at the Point of Delivery.
  4. INVOICING: The Provider shall furnish the Purchaser a monthly itemized invoice for the amount of water delivered to the Purchaser during the previous month. The invoice shall be payable within thirty (30) days of Purchaser's receipt of the invoice or such later date as otherwise stated on the invoice.

**THE PURCHASER REQUIREMENTS AND OBLIGATIONS:**

- 5. **OBLIGATION TO PAY:** The Purchaser agrees to pay the Provider for water delivered in accordance with the established rate schedule below and reasonable payment terms in effect at the time of invoicing and agreed to by Purchaser.
- 6. **RATE SCHEDULE:** The Purchaser agrees to pay for the quantity of water delivered to Purchaser's system by the Provider, and metered at the Point of Delivery, utilizing a flat rate structure:
  - a. 500,000 gallons per day            \$4.00/1,000 gallon
  - b. 530,000 gallons per day            \$3.90/1,000 gallons
  - c. 560,000 gallons per day            \$3.80/1,000 gallons
  - d. 600,000 gallons per day            \$3.70/1,000 gallons

These standard usage charges include any operation and maintenance costs to produce and deliver finished water to the Point of Delivery, any Provider Capital Improvement, and any other costs incurred to deliver finished water to the Point of Delivery during the billing period. The Provider may adjust the water usage rate in proportion to the percentage change in rate of tariff as determined and approved by the Havre de Grace City Council, in accordance with provisions established by law. Any change in the water usage rates are subject to the Purchaser's approval, which shall not be unreasonably withheld or refused.

**EXAMPLE OF RATE CALCULATION:**

- a. 500,000 gal/day would be calculated at: 500,000 gal/day x \$4.00/1,000 gal
- b. 530,000 gal/day would be calculated at: 530,000 gal/day x \$3.90/1,000 gal
- c. Any usage which falls between any tier shall be charged the higher water rates until the minimum gal/per day threshold for the next tier is met. For example, 515,000 gal/per day shall be charged at \$4.00/1,000 gallons.

**GENERAL CONDITIONS**

- 7. **CONSERVATION:** Provider may at any future time institute a water conservation program to protect its water resources or to avert a water shortage due to a system calamity. If such a program is instituted, the Purchaser shall comply with the same water conservation measures as relate to water drawn from the Point of Delivery by the Purchaser that apply to all users within the city limits of Provider.
- 8. **TRANSFERABILITY:** This Agreement is not transferable or assignable, in whole or in part.
- 9. **CONTINUOUS SERVICE:** This Agreement does not guarantee that the Provider will supply an uninterrupted water supply meeting the requirements of this Agreement in the event of a system failure or act of God. A temporary loss of finished water caused by the Provider's maintenance operation, a broken water line or deficiencies in the water source or in the water treatment process shall not be considered a material breach of this Agreement, provided that the same is not caused by the negligence or willful act or omission by the Provider.
- 10. **QUALITY OF FINISHED WATER:** The finished water supplied to the Point of Delivery shall meet all parameters required by the Safe Drinking Water Act (SDWA), the Environmental Protection Agency (EPA), Maryland Department of the Environment (MDE), and the Provider's

*good clarification*  
*As you approach the fresh it is beneficial to use more to get the discoloration.*  
*Cover*

operation specific to Public Water System (PWS) Identification Number 012-0012. If any finished water supplied by the Provider does not meet SDWA, EPA or MDE required parameters, the Provider will notify the Purchaser within twenty-four (24) hours of occurrence or when the Provider is aware of the nonconformance or when directed by any of the agencies with oversight including the SDWA, EPA or MDE.

11. OWNERSHIP, MAINTENANCE AND SERVICE RESPONSIBILITIES:

- a. The Provider's responsibility for service and maintenance of the water distribution system shall include all of the pipe, components, meters and valves upstream (Eastward) from the Point of Delivery.
- b. The Purchaser's water system distribution system responsibility for service and maintenance shall include the meter vault and the pipe exiting the meter vault at the Point of Delivery and everything in the delivery system downstream from the Point of Delivery, including the nearby booster station.
- c. If the criteria requiring public notification specified in COMAR 26.04.01.20 (Public Education for Lead) are met, the Provider will notify the Purchaser. The Provider will supply monthly operating reports regarding water quality to the Purchaser in a timely manner.
- d. Any additional requirements by the Purchaser, downstream of the Point of Delivery, as per SDWA, EPA, MDE or Purchaser's Department of Public Works, shall be the responsibility of the Purchaser. Such additional requirements may include but not be limited to, specific corrosion control, system bacteriological monitoring, lead and copper monitoring, chlorine residual requirements or any other distribution system specific needs.

12. OPERATION & MAINTENANCE RECORDS: The Purchaser shall have the right to review and reproduce the Provider's operation and maintenance procedures and reports for Provider's Water Treatment Plant. Any costs incurred for such review and reproduction shall be borne exclusively by the Purchaser.

13. INSPECTION OF PROVIDER'S WATER FACILITIES & RECORDS: The premises of the Provider's water facility may be entered and inspected by the Purchaser with prior written notice from the Purchaser and consent by the Provider, accompanied by an authorized Provider representative, during normal business hours. The Purchaser shall have access to plant operations and flow data, meter records, water plant and pipeline maintenance records and schedules, and all costs records and files related to the Provider's water facility for review purposes only. Any costs or expenses incurred to provide such records to the Purchaser shall be paid by the Purchaser. The Purchaser agrees to exercise prudence and caution with the information that it reviews and hold such information confidential, understanding that this information could compromise the safe and secure operation of the Provider's facility and system.

14. EMERGENCY SITUATION: Water Plant equipment failure, transmission line break, or some other similar catastrophic event within the water production or delivery system could cause an emergency situation. In that type of event, the Director of Public Works for either the Provider or



Purchaser or their designee may declare a water state of emergency. In such an event, the Directors of Public Works agree to coordinate efforts to maintain essential services by utilizing all water sources or limiting the amount of water sales through the interconnection.

15. DESIGN AND APPROVAL OF THE CAPITAL IMPROVEMENTS: Provider and Purchaser jointly shall select and pay for an engineering consultant ("Consultant") to design and provide construction plans and specifications and construction bid documents for the Capital Improvements in accordance with the following:

- a. Within \_\_\_ days after this Agreement becomes effective, Provider and Purchaser shall agree on a procurement process to select the Consultant. The procurement process shall comply with procurement requirements of Provider and Purchaser.
- b. Provider and Purchaser shall share the fees of the Consultant as follows:
  - i. Provider shall be responsible for paying the portion of the Consultant's fees attributable to the Consultant's work for the Provider's Capital Improvements;
  - ii. Purchaser shall be responsible for paying the portion of the Consultant's fees attributable to the Consultant's work for the Purchaser's Capital Improvements; and
  - iii. Purchaser and Provider shall share equally the portion of the Consultant's fees attributable to the Consultant's work that Provider and Purchaser agree is of common benefit to the Provider's Capital Improvements and the Purchaser's Capital Improvements.
  - iv. The Provider and Purchaser shall agree, in writing, to the apportionment of fees set forth in subparagraphs i, ii and iii.
- c. The selection and engagement of the Consultant shall require the Consultant to complete all work under the engagement within \_\_\_ days after the issuance of a notice to proceed with the work.
- d. The Provider and Purchaser each shall designate one individual to be that party's representative to oversee the Consultant's work, although the Provider's representative shall be primarily responsible for overseeing the work associated with the Provider's Capital Improvements and the Purchaser's representative shall be primarily responsible for overseeing the work associated with the Purchaser's Capital Improvements.
- e. The Provider and Purchaser both must approve any revision to the Consultant's contract that increases the cost of work or time for performance.
- f. The Provider and Purchaser both must approve and accept the work of the Consultant, and neither may withhold approval unreasonably.

- g. If Provider and Purchaser are unable to either select a Consultant or jointly approve and accept Consultant's work, either party, by written notice to the other, may terminate this Agreement. In the event of termination of this Agreement under this paragraph after Consultant has commenced work, Provider and Purchaser shall remain liable for payment of their respective portions of Consultant's costs.

16. CONSTRUCTION OF CAPITAL IMPROVEMENTS: Upon completion and acceptance of construction plans and specifications and construction bid documents for the Capital Improvements, Provider and Purchaser jointly shall select and pay for a construction contractor ("Contractor") to construct the Capital Improvements and a Project Administrator ("Administrator") to oversee the construction of the Capital Improvements, in accordance with the following:

- a. Within \_\_\_ days after this Agreement becomes effective, Provider and Purchaser shall agree on a procurement process to select the Contractor and Administrator. The procurement process shall comply with procurement requirements of Provider and Purchaser.
- b. Provider and Purchaser shall share the fees of the Contractor and Administrator as follows:
  - i. Provider shall be responsible for paying the portion of the Contractor's and Administrator's fees attributable to their respective work for the Provider's Capital Improvements;
  - ii. Purchaser shall be responsible for paying the portion of the Contractor's and Administrator's fees attributable to their respective work for the Purchaser's Capital Improvements; and
  - iii. Purchaser and Provider shall share equally the portion of the Contractor's and Administrator's fees attributable to their respective work that Provider and Purchaser agree is of common benefit to the Provider's Capital Improvements and the Purchaser's Capital Improvements.
  - iv. The Provider and Purchaser shall agree, in writing, to the apportionment of fees set forth in subparagraphs i, ii and iii.
- c. The selection and engagement of the Contractor and Administrator shall require the completion of all work under the engagement within \_\_\_ days after the issuance of a notice to proceed with the work.
- d. The Provider and Purchaser each shall designate one individual to be that party's representative to oversee the Contractor's and Administrator's work, although the Provider's representative shall be primarily responsible for overseeing the work associated with the Provider's Capital Improvements and the Purchaser's representative shall be primarily responsible for overseeing the work associated with the Purchaser's Capital Improvements.

- e. The Provider and Purchaser both must approve any revision to the Contractor's or Administrator's contracts that increases the cost of work or time for performance.
- f. Provider and Purchaser both must approve and accept the work of the Contractor and the Administrator.

17. **TERMINATION OF AGREEMENT FOR CONVENIENCE AND RECOUPMENT:** This Agreement shall continue in full force and effect until Provider or Purchaser terminates this Agreement. Except as otherwise provided in this Agreement, either party may terminate this Agreement for convenience upon one-year prior written notice. Notwithstanding the foregoing, Purchaser may not terminate this Agreement for convenience until Provider has recovered the debt service for all engineering, permitting and construction costs incurred by the Provider for the construction of the Provider Capital Improvements ("the recoupment amount"). Before Provider commences the delivery of water to Provider under this Agreement, the Purchaser and Provider shall agree upon the recoupment amount. The recoupment amount shall be reduced by (i) charges for water paid by Purchaser under Paragraph 5 of this Agreement, (ii) any capital recovery fees collected by the Provider from other parties connecting to the water transmission line based on standards and rates in effect from time to time applicable to users of the Provider's water system, and (iii) other revenues provided or available to Provider to pay down debt service (collectively "recoupment credits"). Provider annually, but not later than March 31, shall provide Purchaser with an accounting of recoupment credits from the prior calendar year and the amount of debt service remaining to be recovered. Purchaser, at its expense and with 30 days prior written notice to Provider, may review and obtain copies of Provider's books, records and accounts as reasonably necessary to verify the accuracy of Provider's accounting.
18. **TERMINATION OF AGREEMENT FOR MATERIAL BREACH:** The Purchaser or Provider may terminate this Agreement as a result of a material breach by the other party as provided in this paragraph. A party shall provide to the breaching party written notice of the breach, the action required to cure the breach, the effective date of termination if the breach is not cured, and a reasonable period of time, not to exceed 30 days, within which the breaching party may cure the breach and rescind the termination. The termination of this Agreement shall be deemed rescinded if the breach is cured within the time specified in the written notice.
19. **DISPUTE RESOLUTION:** In the event of a dispute between Provider and Purchaser regarding the interpretation of this Agreement, or the rights and obligations of the parties under this Agreement, including any breach of this Agreement, the parties first shall attempt to resolve the dispute through non-binding mediation under the auspices of the American Arbitration Association, or such other organization or individual as the parties may agree. If the parties are unable to resolve the dispute through mediation, the dispute shall be submitted to binding arbitration under the auspices of the American Arbitration Association, or such other organization or individual as the parties may agree, unless the parties agree in writing to submit the dispute to resolution through State courts having jurisdiction in Harford County. The costs of any mediation or arbitration shall be divided equally between the parties, except that each party shall pay its own attorney fees. The parties shall pay their own costs and expenses, including attorney fees, in any judicial proceeding except as otherwise may be taxed or awarded by the court.
20. **TIME OF ESSENCE:** Time is of the essence in this Agreement.

21. SUBJECT TO APPROPRIATION: The financial obligations of the parties under this Agreement are subject to appropriation of funds by their respective City Councils.

22. EFFECTIVE DATE: This Agreement shall become effective upon due execution by Provider and Purchaser following the adoption of any legislation approving this Agreement and authorizing its execution by the City Council of the City of Aberdeen and the Mayor of the City of Havre de Grace.

23. AMENDMENT: This Agreement may only be amended in writing and signed by both Parties. Material amendments may require subsequent approval by the Parties' respective legislative bodies. Amendments related to Paragraph 1.d. of this Agreement shall not be deemed material amendments.

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

WITNESS/ATTEST

MAYOR AND CITY COUNCIL OF  
HAVRE DE GRACE

By: \_\_\_\_\_  
William T. Martin  
Mayor

CITY OF ABERDEEN

By: \_\_\_\_\_  
Patrick McGrady  
Mayor

\_\_\_\_\_

FOR MAYOR AND CITY COUNCIL OF HAVRE DE GRACE

Approved as to form and legal  
Sufficiency this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 2019

\_\_\_\_\_  
April Ishak, Esq.  
City Attorney

Recommended for approval this  
\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Teresa Gardner, P.E.  
Director of Public Works

Approved for financial sufficiency this  
\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
George DeHority  
Director of Finance

Reviewed and concurred on this  
\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Patrick Sypolt  
Director of Administration

FOR CITY OF ABERDEEN

Approved as to form and legal  
Sufficiency this 3<sup>rd</sup> day of  
February, 2019

\_\_\_\_\_  
Frederick C. Sussman, Esq.  
City Attorney

Recommended for approval this  
14 day of JANUARY, 2019

\_\_\_\_\_  
Kyle Torster  
Kyle E. Torster, P.E.  
Director of Public Works

Approved for financial sufficiency this  
28 day of JANUARY, 2019

\_\_\_\_\_  
Opribo Jack  
Director of Finance

Reviewed and concurred on this  
25 day of JANUARY, 2019

\_\_\_\_\_  
Randy Robertson  
City Manager