



COUNCIL MEETING AGENDA

April 20, 2020

7:00 p.m.

PUBLIC HEARING CHARTER AMENDMENT RESOLUTION

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE HAVRE DE GRACE CITY CHARTER SECTION 19 AMENDING CITY CHARTER SECTION 18 BY ADDING SUBSECTION D ENUMERATING EMERGENCY EXECUTIVE POWERS DURING A DECLARED STATE OF EMERGENCY

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Opening Prayer: Submitted by Pastor Bo VanDyke of Christ the King Church and Shared by CM Ringsaker
5. Comments from Mayor Martin
6. Approval of the Minutes:
 - A. Council Meeting Minutes- March 16, 2020
7. Comments from Citizens on Agenda items.
8. Resolutions:

A. Annexation Plan for the lands of Pulaski Parcel LLC – (CM Ringsaker)

THE ANNEXATION PLAN FOR THE LANDS OF PULASKI PARCEL LLC LOCATED AT 1531 PULASKI HIGHWAY NEAR THE NORTHWEST INTERSECTION OF PULASKI HIGHWAY AND OLD POST ROAD/STATE ROUTE 7, CONSISTING OF THREE PROPERTIES IN THE SIXTH ELECTION DISTRICT TOGETHER WITH A DRAINAGE AND UTILITY EASEMENT AND PART OF THE ADJOINING CSX RAILROAD RIGHT OF WAY CONSISTING OF A TOTAL OF 3.613 ACRES MORE OR LESS.

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 WHICH REQUIRES THE LEGISLATIVE BODY OF A MUNICIPALITY SEEKING TO ANNEX PROPERTY AFTER OCTOBER 1, 2006 TO ADOPT AN ANNEXATION PLAN FOR THE SUBJECT PROPERTY AND THAT THE ANNEXATION PLAN NOT BE PART OF THE ANNEXATION RESOLUTION.

(1.)

B. Charter Amendment- Resolution concerning an addition to the charter to permit emergency executive powers during a state declared emergency. (CP Glenn)

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE HAVRE DE GRACE CITY CHARTER SECTION 19 AMENDING CITY CHARTER SECTION 18 BY ADDING SUBSECTION D ENUMERATING EMERGENCY EXECUTIVE POWERS DURING A DECLARED STATE OF EMERGENCY

C. Charter Amendment “Section 13 Elections; Hours” (CP Glenn)

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE HAVRE DE GRACE CITY CHARTER SECTION 19 AMENDING CITY CHARTER “SECTION 13 ELECTIONS; HOURS” BY GRANTING AUTHORITY TO TEMPORARILY SUSPEND THE CITY ELECTION ON MAY 5, 2020

D. Resolution seeking approval for alternative voting practices. (CP Glenn)

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, CITY CHARTER SECTIONS 33 AND 34, AND CITY CODE SECTION 61-7 CONCERNING THE METHOD OF CASTING BALLOTS AT THE MAY 5, 2020 ELECTION

E. Resolution concerning the extinguishment, termination & abandonment of an interest in property. (CM Ringsaker)

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, CITY CHARTER SECTIONS 33 AND 34, AND 75 CONCERNING THE EXTINGUISHMENT, TERMINATION AND ABANDONMENT OF AN INTEREST IN PROPERTY

9. Ordinances: None

10. Old Business: None

11. New Business:

- A. Budget Amendment 2020-11 (CM Robertson)
- B. Budget Amendment 2020-12 (CM Robertson)
- C. Special Events (Presented By – Mayor Martin)
 - i. HDG Farmers Market- May 2, to November 21, Hutchins Park

12. Business from Mayor Martin

13. Business from Council:

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

14. Adjournment



March 16, 2020
Council Meeting Proceedings

The regular meeting of the Mayor and City council was called to order on March 16, 2020 at 7:02 pm with Mayor Martin presiding.

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

The Pledge of Allegiance was recited, and opening prayer was given by CM Boyer in Proxy for Reverend James Snodgrass of St. John's Episcopal Church.

Approval of Minutes:

CM Boyer moved to approve the Council Meeting minutes of March 2, 2020. Seconded by CM Martin. Motion carries 5-0.

Comments from Citizens on Agenda items: None.

Recognitions: None

Presentations: Jim McFarland shared a presentation of the update on the Ernest Burke Statue. Captain Rick Wahl spoke on the City of Havre de Grace Youth Sailing Program. CM Ringsaker gave an update on the Marina Commission.

Appointments: Motion made by CM Ringsaker to re-appoint Darryl Leonetti and Steven Lay to the Marina Commission. Second by CM Martin. Motion carries 5-0.

Oath of Office: None

Resolution: None

Ordinance 1027: Was read into record. A motion to introduce on second reading by CM Ringsaker with a second by CM Martin. Motion carries 5-0. A motion to adopt Ordinance 1027 on second reading was made by CM Ringsaker with a second by CM Robertson. A number of substantive, grammatical and punctuation amendments were proffered by CM Ringsaker with a second by CM Boyer. The Friendly Amendments were passed successfully by a 5-0 vote. A motion by CM Ringsaker to approve Ordinance 1027 with the suggested substantive amendments was seconded by CM Martin. Motion carries 5-0

Ordinance 1030: Was read into record. A motion to introduce on second reading by CM Ringsaker with a second by CM Martin. Motion carries 5-0. A motion to adopt Ordinance 1030 on second reading was made by CM Ringsaker with a second by CM Boyer. A number of friendly amendments were introduced by CM Ringsaker and a second was made by CM Martin. Motion carries 5-0.

Ordinance 1032: Was read into record. A motion to introduce on second reading by CM Martin with a second by CM Ringsaker. Motion carries 5-0. A motion to adopt Ordinance 1032 on second reading was made by CM Martin with a second by CM Ringsaker. CM Martin introduced friendly amendments which were adopted with a second by CP Glenn. Motion carries 5-0.

Ordinance 1031: Was read into record. A motion to introduce on second reading by CM Martin with a second by CM Boyer. Motion carries 5-0. A motion to adopt Ordinance 1031 on second reading was made by CM Martin with a second by CM Boyer. Motion carries 5-0.

New Business:

Budget Amendment 2020-10 – CM Robertson moved to approve. Second by CM Martin. Carries 5-0

Maryland Bass Nation Trail #2 – CM Ringsaker moved to approve. Second made by CM Boyer. Motion carries 5-0.

HDG Pirate Fest – CM Robertson moved to approve. Second made by CM Boyer. Motion carries 5-0.

10th Annual Blessing & Pet Expo - CM Ringsaker moved to approve. Second made by CM Boyer. Motion carries 5-0.

HDG Recreation Committee Halloween Parade/Costume Contest – CM Martin moved to approve. Second made by CP Glenn. Motion carries 5-0.

Directors Report:

Patrick Sypolt Director of Administration: Encourage citizens to utilize online resources along with other protocol we are currently following in light of the best approach to prevention of the spread of the COVID-19. Mr. Sypolt encouraged citizens to stay connected and use the city website for a source of information to links to gather all current information. Mr. Sypolt asked that citizens please visit our web sites at explorehavredegrace.com; hdgoperahouse.org; and havredegracemd.org for updated calendars on city events. On behalf of DPW Mr. Sypolt reported that the Phase III Storm water projects nears completion. Engineering proposals for NG Pump station water mains will be pushed back a week from March 20th to March 27th. Pre-prosed meeting for the construction of the WTP intake pipes scheduled for March 18, 2020. Dumpster Day will be held April 11th.

Mr. Shane Grimm Director of Planning: Mr. Grimm thanked the Mayor and Council for approving the Ordinances 1027 and 1030. Mr. Grimm acknowledged Ms. Marisa Willis of Planning for her work on Ordinance 1030. The meeting to discuss the Critical Area remapping has been postponed and the Planning Commission for April 14th may be postponed as well.

Mrs. Erika Quesenbery-Sturgill Director of Economic Development: Spoke on the effects of local businesses and the current impact due to COVID-19. She provided links to SBA and State COVID sites. The next EDAB meeting of March 18th will not be held.

Mr. George DeHority Director of Finance: Thanked the Mayor and Council for approval of Budget Amendment 2020-10. 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 Public Works: Absent.

Chief Teresa Walter Havre de Grace PD: Chief Walter added to Economic Development Director Mrs. Erika Quesenbery-Sturgill's comments regarding Governor Hogan's Executive Order calling for the closure of bars, restaurants, gyms, and movie theaters as of 5:00 p.m. today. This is in an effort to ensure social distancing and further prevent the spread of COVID-19.

Chief Walter asked that people understand that Governor Hogan's Executive Order does have potential legal consequences if people choose to ignore the order.

If you knowingly and willfully violate the order you could be charged criminally and if you are convicted subject to imprisonment not to exceed one (1) year or a fine not to exceed \$5,000 or both.

Chief Walter asked folks to please follow the Governor's order and help by doing your part to keep everyone safe and healthy in our community.

Business from Mayor Martin: Mayor Martin presented opening statement, for the submission of the Preliminary Budget. Mayor Martin shared the following actions put in place at this time addressing COVID – 19 to protect the health and safety of our community.

Suspension of programs and use of the Havre de Grace Community Center on Lagaret Lane through the end of the month.

Suspension and programs at the Havre de Grace Opera House through the end of the month.

We ask that all City Boards, Committees and Commissions suspend their monthly meetings until further notice.

The Havre de Grace Visitor's Center will remain open at this time.

Havre de Grace City Hall will remain open and operational, and will be implementing measures to protect the safety of City staff and our citizens.

If you are currently sick, or have experienced a fever in the last 48 hours, please do not enter City Hall. Citizens are strongly encouraged to conduct necessary business through phone, internet and email and avoid face-to-face contact if possible.

All City bills can be paid online at www.havredegracemd.com, or can be paid by credit card over the phone by calling 410-939-1800.

For building permits, please contact Ms. Colleen Critzer at 410-939-1800 to discuss and arrange for electronic submission, or drop-off in the drop box located at the front entrance. Approved permits can be forwarded electronically, and payment arrangements can be made over the phone.

If you must enter City Hall to conduct business, we request that you exercise the following precautions:

Utilize the hand sanitizer provided in the foyer prior to conducting business with City staff.

If you prefer to wash your hands, please visit the restroom and wash your hands thoroughly for at least 20 seconds before conducting business with City staff.

Please practice "social distancing" and remain 6-feet away from City staff and other citizens.

Business from Council:

Council Member Boyer: We are celebrating the 100 year of the 19th Amendment in which women were given the right to vote. Havre de Grace was proactive in support of this movement.

Council Member Martin: The next Ethics Commission meeting will be held via phone and email.

Council Member Robertson: Spoke on COVID-19 overwhelming the healthcare system.

Ringsaker: Thanked Marisa Willis of the Planning Department for all of her hard work.

Council Member Zinner: Absent

Council President Glenn: There are a lot of postings relative to COVID – 19 that in many cases are false. Request residents review the City’s website for the latest up-to-date guidance. The Mayor and City Staff has put initiatives in place to ensure that the website is up-to-date with the latest “official guidance” from the CDC and State of Maryland Department of Public Health. This will help you to stay abreast of the latest and greatest and avoid false guidance. Be safe and stay healthy.

No comments were made by citizens.

CP Glenn made a motion to adjourn at 9:14 pm with a second by CM Martin. Carries 5-0.

Video recording of the City Council Meeting may be viewed online through Harford Cable Network.

Respectfully Submitted by, Resa Laird

1 RESOLUTION NO. 2020-____

2
3 THE ANNEXATION PLAN FOR THE LANDS OF PULASKI PARCEL
4 LLC LOCATED AT 1531 PULASKI HIGHWAY NEAR THE
5 NORTHWEST INTERSECTION OF PULASKI HIGHWAY AND OLD
6 POST ROAD/STATE ROUTE 7, CONSISTING OF THREE
7 PROPERTIES IN THE SIXTH ELECTION DISTRICT TOGETHER
8 WITH A DRAINAGE AND UTILITY EASEMENT AND PART OF
9 THE ADJOINING CSX RAILROAD RIGHT OF WAY CONSISTING
10 OF A TOTAL OF 3.613 ACRES MORE OR LESS.

11 A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE
12 DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE
13 AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E
14 AND THE PROVISIONS OF THE ANNOTATED CODE OF
15 MARYLAND, LOCAL GOVERNMENT ARTICLE SECTION 4-405
16 WHICH REQUIRES THE LEGISLATIVE BODY OF A
17 MUNICIPALITY SEEKING TO ANNEX PROPERTY AFTER
18 OCTOBER 1, 2006 TO ADOPT AN ANNEXATION PLAN FOR THE
19 SUBJECT PROPERTY AND THAT THE ANNEXATION PLAN NOT
20 BE PART OF THE ANNEXATION RESOLUTION.

21 **WHEREAS**, the Mayor and City Council of Havre de Grace seek to annex certain
22 properties along Pulaski Highway/Route 40 pursuant to the introduction of a Charter Resolution
23 for Annexation; and

24 **WHEREAS**, the properties consist of five separate properties consisting of three
25 properties owned by Pulaski Parcel LLC, a drainage and utility easement purportedly owned by
26 MTBR Ventures LLC, and a portion of a railroad right of way owned by CSX Railroad, which
27 properties, are contiguous and are located at the northwest intersection of Pulaski Highway and
28 Old Post Road/State Route 7, and are situate and lying in the Sixth Election District of Harford
29 County, Maryland as set forth more fully below (collectively, the annexed areas are referred here
30 as the “Properties”); and.

31 **WHEREAS**, the Properties are reflected on the attached plat marked Exhibit A and said
32 properties sit on the west side of Pulaski Highway, Route 40, adjacent to the Bulle Rock and
33 Greenway Farms residential developments, which are within the municipal limits of the City of
34 Havre de Grace (“City”); and

35 **WHEREAS**, the annexation is consistent with the City’s Comprehensive Plan, and
36 specifically the Municipal Growth Element and expansion along Route 40;

37 **NOW THEREFORE**, the Mayor and City Council adopt the following Annexation Plan
38 for the Property:

1 1. THE ANNEXATION PLAN FOR THE LANDS OF PULASKI PARCEL LLC
2 LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF
3 PULASKI HIGHWAY AND OLD POST ROAD/STATE ROUTE 7, CONSISTING
4 OF THREE PROPERTIES IN THE SIXTH ELECTION DISTRICT WITH TAX ID
5 NUMBERS 06-008461 (1531 PULASKI HIGHWAY), 06-008488 (LOT 1 –
6 GERARD AND HABERMAN P4/20); AND 06-001254 (LOTS 2 AND 3 –
7 GERARD AND HABERMAN P4/20) TOGETHER WITH A DRAINAGE AND
8 UTILITY EASEMENT AND PART OF THE CSX RAILROAD RIGHT OF WAY
9 ADJOINING THE PARCELS, CONSISTING OF A TOTAL OF 3.613 ACRES
10 MORE OR LESS.

11
12 2. Introduction. The Properties proposed to be annexed in this Plan are situated along
13 Pulaski Highway (Route 40) at the northwestern corner of the intersection with Old
14 Post Road/State Route 7, adjacent to the southeasternmost edge of the Bulle Rock
15 development and the northeastern most edge of the Greenway Farms development.
16 For identification purposes, the Properties being annexed consists of two separate
17 parcels, and a portion of two additional portions of land consisting of a drainage and
18 utility easement and right of way and described in the deeds set forth above, with the
19 total acreage being 3.613 acres, more or less. The entire area to be annexed is
20 reflected on Exhibit A. and , acquired by the owners by virtue of and more
21 particularly described in, the following:

22 PROPERTY A: 1531 Pulaski Highway, Tax Map 52, Parcel #275, Account ID
23 No. 06-008461, and described as Parcel No. 2 in a Deed dated July 7, 2015
24 recorded among the land records of Harford County, Maryland, in Liber 11385,
25 folio 255, from 1531Pulaski Highway LLC to Pulaski Parcel LLC, consisting of
26 0.747 acres more or less.

27 PROPERTY B: Designated as Lot 1 on a plat of the Gerard and Haberman
28 Subdivision, recorded among the Plat Records of Harford County in Plat Book
29 G.R.G. No. 4, folio 20, and described as Parcel No. 1 in a Deed dated July 7, 2015
30 recorded among the land records of Harford County, Maryland, in Liber 11385,
31 folio 255, from 1531Pulaski Highway LLC to Pulaski Parcel LLC, consisting of
32 0.877 acres more or less.

33 PROPERTY C: Designated as Lots 2 and 3 on a plat of the Gerard and Haberman
34 Subdivision, recorded among the Plat Records of Harford County in Plat Book
35 G.R.G. No. 4, folio 20, and in a Deed from Allen J. Fair and Anthony Meoli,
36 trading as A&T Properties to Pulaski Parcel, LLC, dated August 23, 2005,
37 recorded among the land records of Harford County, Maryland, in Liber 6317,
38 folio 508, each of said lots fronting 100 feet on the northwest side of the Pulaski
39 Highway, consisting of 1.744 acres more or less.

40 PROPERTY D: A Drainage and Utility Easement, shown on an exhibit to the
41 Deed recorded among the Land Records of Harford County, in Liber 11385, folio

1 255, as a 20 foot wide “abandoned private road” between Property A and Property
2 B identified above, and as shown in the Deed of Easement dated January 13, 2020
3 and recorded among the Land Records of Harford County in Liber 8505, folio 444
4 at Exhibit A page 3 of 3, as referenced in the Deed of Easement (Route 40/06-
5 003001) recorded among the Land Records of Harford County in Liber 5676,
6 folio 23, and which land is purportedly part of the lands identified in a Deed dated
7 February 28, 2001 and recorded among the Land Record of Harford County in
8 Liber 3452, folio 0221, as land belonging to MTBR Ventures LLC, (formerly
9 known as Able Ventures, LLC), identified on Tax Map 44, Parcel No. 707,
10 consisting of approximately 0.210 acres, more or less.

11 PROPERTY E: A portion of the property of The Chesapeake and Ohio Railway
12 Company (“CSX”), Tax Map 600, Parcel 1218, as confirmed by Corrected
13 Certificate of Conveyance referencing “PCL # 9689 /R/W land 25.789 ac. in
14 Havre de Grace” and dated April 20, 1987, and recorded among the Land Records
15 of Harford County in Liber1519, folio 387, which portion of property adjoins
16 Property B and Property D, identified above, which will complete the contiguous
17 boundaries of the City of Havre de Grace with the southeasternmost portion of
18 Bulle Rock. The portion of the CSX property being annexed consists of 0.035
19 acres more or less.

- 20
- 21 3. Current Conditions. Currently there are no homes located on the Properties and
22 no resident voters. The Property is not currently serviced with City water or sewer.
23
- 24 4. Current Zoning. The Property is currently zoned CI/Commercial Industrial district
25 on the official zoning maps of Harford County.
26
- 27 5. Future Proposed Use. Major change is proposed for the Property 1 only. A
28 developer has indicated an interest in constructing a retail establishment. The specific
29 proposed use may change and is not finalized.
30
- 31 6. Proposed Zoning. Proposed zoning for the Properties will be C/Commercial.
32 Amendment to the City’s zoning code will not be required for the proposed use. The
33 proposed zoning is also consistent with the Comprehensive Plan for the City of Havre
34 de Grace.
35
- 36 7. Public Facilities. There is currently no requirement that the land subject to this
37 Annexation Plan be set aside for a school site, water or sewer treatment facilities,
38 libraries, recreation, or fire, EMS or police departments, except for a construction of a
39 water main line from the City’s water line to the subject property that will serve the
40 proposed development project. The current annexation shall be reviewed for
41 anticipated infrastructure needs. As for water and sewer capacity, the City estimates
42 that it currently has the water and sewer capacity for the property. However,

1 infrastructure improvements for water pressure and volume of delivery may be
2 required. Until the site plan is approved, water and sewer capacity remain
3 uncommitted and not guaranteed. Sewer lines must be extended to the property, and
4 any recorded recoupments will need to be collected. If there are any required
5 infrastructure improvements, including but not limited to water and sewer capacity or
6 distribution, they shall all be paid for by the owner/developers of the property along
7 with required bonding for performance and maintenance. The owners/developers of
8 the Property shall be charged the standard capital cost recovery charges, user benefit
9 fees and all other fees and charges associated with connection to the City's water and
10 sewer systems. Water and Sewer service rates shall be charged at the generally
11 applicable rates and pursuant to the conditions generally applied by the City. The
12 Properties may be subject to recoupment agreements for water and sewer as may be
13 authorized by the Annexation Resolution, Annexation Agreement, or Public Works
14 Agreement, or separate agreements for capital cost recoupment that are recorded
15 among the Land Record for Harford County.

- 16
- 17 8. Trash Removal. The Properties will be serviced by a private trash removal
18 provider.
- 19
- 20 9. Fire Protection. Fire protection shall continue to be provided to the Properties by
21 the Susquehanna Hose Company, Inc. pursuant to conditions applicable to the other
22 properties within the corporate boundaries of the City.
- 23
- 24 10. Schools – Library – Recreation. The scope of the development on the Properties is
25 limited in size and will not include a residential component. As such, no recreation
26 element is required, and no additional school or library expansions will be needed as
27 a result of the proposed development.
- 28
- 29 11. Real Property Taxes. The Properties shall be taxed by the City at generally
30 applicable rates. If the land is potentially subject to an abatement request due to an
31 enterprise zone designation and/or extensive recoupment fees, and if a request for an
32 abatement is made, the City acknowledges that it would consider such a request in
33 accordance with applicable law so long as the terms of this Annexation Plan have
34 otherwise been complied with by the owners and developers.
- 35
- 36 12. EMS. EMS protection shall be provided to the Properties by the Havre de Grace
37 Ambulance Corps, Inc. pursuant to the conditions applicable to other properties
38 within the corporate boundaries of the City of Havre de Grace.
- 39
- 40 13. Police. Police protection shall be provided to the Properties by the Havre de Grace
41 Police Department pursuant to the conditions to other properties within the corporate
42 boundaries of the City of Havre de Grace.
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14. Timing of Municipal Services. Municipal services shall be provided at the time of construction/development of the Properties and prior to the issuance of any new use and occupancy permit.

15. Annexation Agreement. The City and the owners/developers of the Properties agree to enter into an Annexation Agreement and/or Public Works Agreements detailing the terms of this Annexation Plan and any other appropriate conditions, if required by the City. The provisions of this Annexation Plan are to be considered minimum requirements and additional requirements or more stringent requirements may be added and addressed in an Annexation Agreement and/or Public Works Agreements.

ENACTED this 20th day of April, 2020.

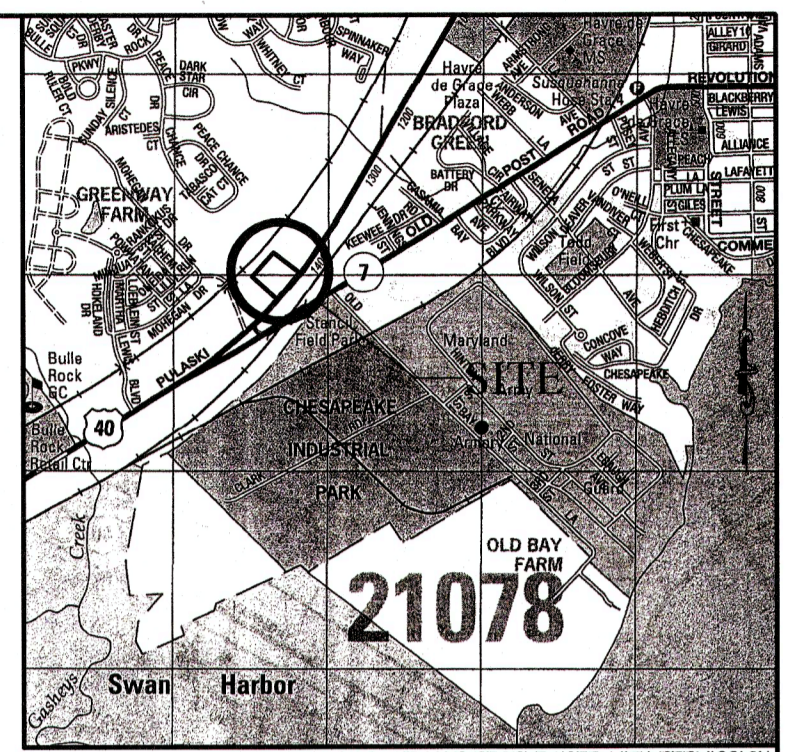
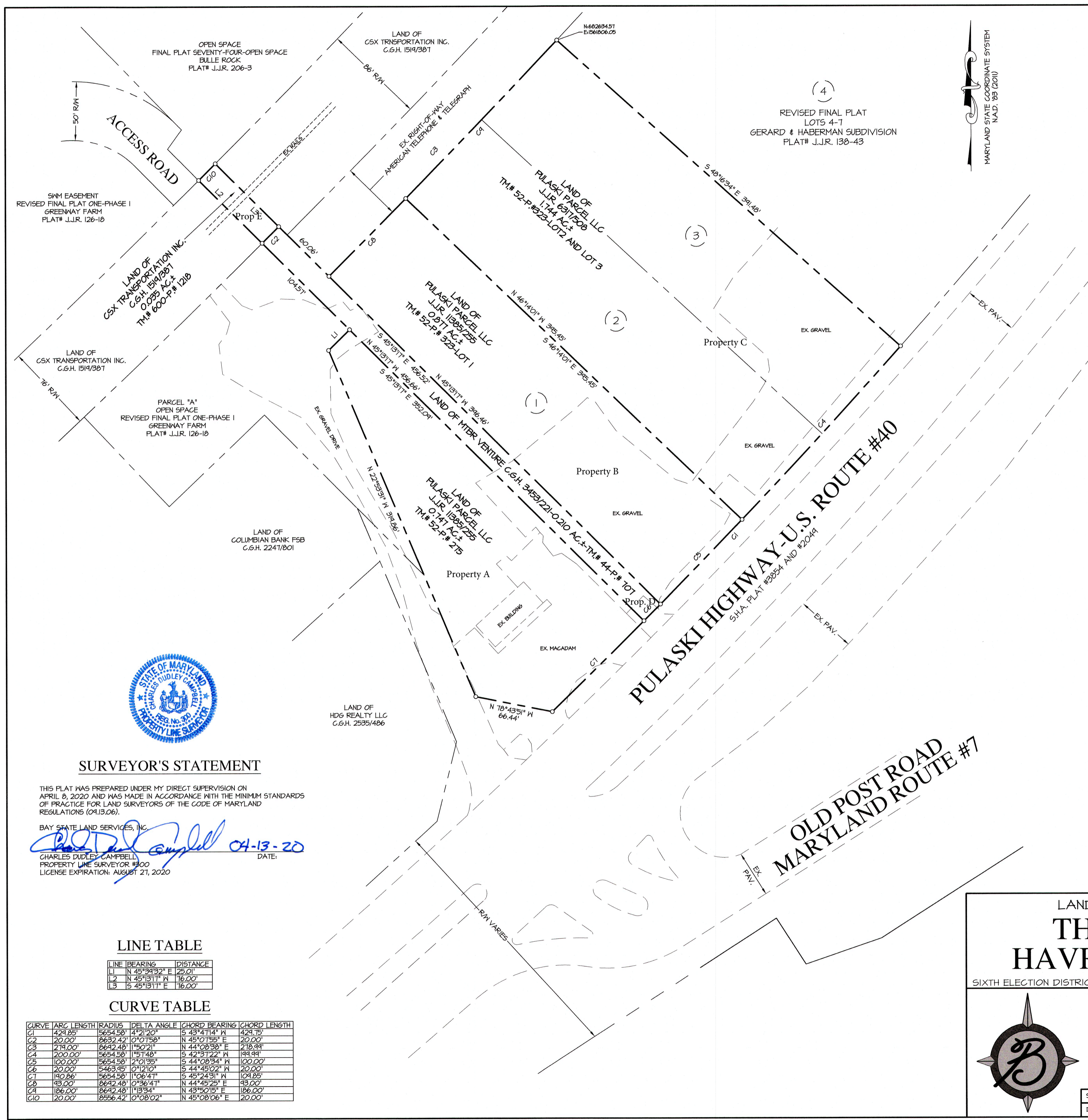
ATTEST:

THE MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Patrick D. Sypolt
Director of Administration

William T. Martin, Mayor

Introduced: April 20, 2020
Adopted: April 20, 2020
Effective Date: April 20, 2020



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LOCATION MAP
1" = 2000'

SITE DATA

TAX MAP #52-PARCEL #275
OWNER: PULASKI PARCEL LLC
601 WHITAKER MILL ROAD
JOPPA, MARYLAND 21085
DEED REF.: J.J.R. 11385/255
0.147 AC.±

TAX MAP #44-PARCEL #707
OWNER: MTBR VENTURES LLC
650 S. EXETER STREET
SUITE 200
BALTIMORE, MARYLAND 21202
DEED REF.: C.G.H. 3453/221
0.210 AC.±

TAX MAP #52- PARCEL #323-LOT 1
OWNER: PULASKI PARCEL LLC
601 WHITAKER MILL ROAD
JOPPA, MARYLAND 21085
DEED REF.: J.J.R. 11385/255
0.877 AC.±

TAX MAP #52-PARCEL #323-LOT 2 AND LOT 3
OWNER: PULASKI PARCEL LLC
601 WHITAKER MILL ROAD
JOPPA, MARYLAND 21085
DEED REF.: J.J.R. 6317/508
1.744 AC.±

TAX MAP #600-PARCEL #1218
CSX TRANSPORTATION INC.
500 WATER STREET-J-910
JACKSONVILLE, FLORIDA 32202
DEED REF.: C.G.H. 1519/387
0.035 AC.±



SURVEYOR'S STATEMENT

THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION ON APRIL 8, 2020 AND WAS MADE IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYORS OF THE CODE OF MARYLAND REGULATIONS (04.13.06).

BAY STATE LAND SERVICES, INC.
Charles Dudley Campbell 04-13-20
CHARLES DUDLEY CAMPBELL DATE:
PROPERTY LINE SURVEYOR #300
LICENSE EXPIRATION: AUGUST 27, 2020

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 45°24'32" E	25.01'
L2	N 45°13'17" W	76.00'
L3	S 45°13'17" E	76.00'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	424.85'	5654.58'	4°21'20"	S 43°41'14" W	424.75'
C2	20.00'	8632.42'	0°07'58"	N 45°01'55" E	20.00'
C3	214.00'	8642.48'	1°50'21"	N 44°08'38" E	218.44'
C4	200.00'	5654.58'	1°57'48"	S 42°31'22" W	194.94'
C5	100.00'	5654.58'	2°01'35"	S 44°08'34" W	100.00'
C6	20.00'	5463.95'	0°12'10"	S 44°45'02" W	20.00'
C7	190.86'	5654.58'	1°06'47"	S 45°24'31" W	184.85'
C8	85.00'	8642.48'	0°36'41"	N 44°45'25" E	93.00'
C9	186.00'	8642.48'	1°13'34"	N 43°50'15" E	186.00'
C10	20.00'	8556.42'	0°08'02"	N 45°08'06" E	20.00'

LAND TO BE ANNEXED BY
THE CITY OF HAVRE DE GRACE
SIXTH ELECTION DISTRICT HARFORD COUNTY, MARYLAND

BAY STATE LAND SERVICES
ENGINEERS • SURVEYORS • LAND PLANNERS
ENVIRONMENTAL CONSULTANTS

P.O. BOX 853
BEL AIR, MARYLAND 21014-0853
PHONE: 410-879-4741 FAX: 410-420-3444

SCALE: 1"=50' DATE: 4-8-20 SHEET 1 of 1
DRAWN BY: JSC CHK. BY: CDC JOB NO. 15024

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D. In the event a state of emergency is declared by the President of the United States, the Governor of State of Maryland, the Harford County Executive, or the Mayor of the City of Havre de Grace in accordance with the Public Safety Article of the Annotated Code of Maryland then in effect, the Mayor, as Chief Executive Officer of the City, may suspend or extend any timelines or deadlines set forth in this Charter, or in any City Code provision, ordinance, rule, regulation or resolution of the City of Havre de Grace, upon a finding by the Mayor that such suspension or extension does not endanger, or is necessary to protect, the health, welfare or safety of the Citizens and City employees, and upon a further finding by the Mayor that the temporary suspension or extension does not deprive any person of their due process rights. Any temporary suspension or extension of any timeframe or deadline issued under this Subparagraph D shall not extend for more than thirty (30) days following the lifting of such state of emergency. In addition, during any declared state of emergency, the Mayor may issue executive orders pertaining to the use of City property as may be necessary to protect the health, safety and welfare of the citizens and City employees. The Mayor may also temporarily postpone or suspend a City election for up to sixty (60) days after a state of emergency is lifted.

WITNESS/ATTEST

THE MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Patrick D. Sypolt
Director of Administration

William T. Martin, Mayor

Public Hearing: April 20, 2020

Resolution Adopted: April 20, 2020

Effective Date - 50 days after Adoption: _____

43 **WHEREAS**, the City Council, as a legislative body, has determined that it is in the best interests of the
44 citizens of Havre de Grace to amend the City Charter to allow temporary suspension of the May 5, 2020
45 election until after the lifting of the Governor’s state of emergency;

46
47 **WHEREAS**, the Mayor is the Chief Executive Officer of the City of Havre de Grace, and has general
48 supervision the City, its employees and property but the current City Charter does not expressly provide
49 for temporary suspension of City elections; and

50
51 **WHEREAS**, granting the City’s Chief Executive Officer the authority to temporarily suspend an election
52 to protect the health, safety and welfare of the citizens and employees, is consistent with the subject
53 matters of the recent executive orders and proclamations issued by the Governor of Maryland; and

54
55 **WHEREAS**, the Mayor, as the Chief Executive Officer of the City of Havre de Grace has the authority
56 to declare a state of emergency under Public Safety Article of the Maryland Annotated Code Section 14-
57 111, which he did on March 31, 2020 under Executive Order 2020-02; and

58
59 **WHEREAS**, the City Council has determined that allowing the Mayor to grant a temporary extension of
60 the election under the Charter will provide the maximum flexibility in managing rapidly changing
61 conditions that currently exist when the City is under a state of emergency;

62
63 **NOW THEREFORE**, be it resolved, determined and ordained by the Mayor and City Council of
64 Havre de Grace, Maryland that:

- 65
66 1. Paragraph 13 of the City Charter is amended as follows, with the new matter indicated by
67 underlining;

68
69 For City elections, which shall take place on the first Tuesday after the first Monday in May,
70 polls shall open at 7:00 A.M. and close at 8:00 P.M. The date and time of the May 5, 2020
71 election may be temporarily suspended by executive order of the Mayor until the Governor’s
72 state of emergency is lifted. If postponed, the May 5, 2020 election shall be rescheduled on a
73 Tuesday within sixty (60) days of the lifting of the Governor’s state of emergency, with polls
74 open during the above-mentioned times.

75
76 WITNESS/ATTEST THE MAYOR AND CITY COUNCIL
77 OF HAVRE DE GRACE

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80 _____
81 Patrick D. Sypolt William T. Martin, Mayor
82 Director of Administration

83 Public Hearing: April 20, 2020
84 Resolution Adopted: April 20, 2020
85 Effective Date: April 20, 2020 - Effective Immediately upon Adoption in accordance with the
86 procedures set forth in the Order of the Governor of the State of Maryland, No. 20-03-30-03 titled
87 Enabling Municipalities to Postpone Elections.

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2020-_____

Introduced by _____

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE, MARYLAND, PURSUANT TO THE
AUTHORITY OF ARTICLE XI-E OF THE MARYLAND
CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE
ANNOTATED CODE OF MARYLAND, CITY CHARTER
SECTIONS 33 AND 34, AND CITY CODE SECTION 61-7
CONCERNING THE METHOD OF CASTING BALLOTS AT THE
MAY 5, 2020 ELECTION**

WHEREAS, the Governor of the State of Maryland issued an Order Number 20-03-30-01 March 30, 2020 amending and restating the Order of March 23, 2020, Prohibiting Large Gatherings and Events and Closing Senior Centers, and All Non-Essential Businesses and Other Establishments, and Additionally Requiring All Persons To Stay At Home; and

WHEREAS, the Mayor and the City Council members have been monitoring all updates from the Governor’s Office, the Maryland Emergency Management Agency, and the Federal Government including Centers for Disease Control; and

WHEREAS, the Governor’s emergency orders concerning gatherings of not more than ten (10) people, social distancing, and stay at home directive may still be in effect at the time of the May 5, 2020 City election; and

WHEREAS, the City can only proceed with the May 5, 2020 election if it can ensure compliance with the directives contained in the Governor’s executive order to limit the possibility of the spreading the novel coronavirus among the City employees, election judges, and voting citizens; and

NOW THEREFORE, it is this 20th day of April, 2020 determined, decided and resolved by the City Council that for the May 5, 2020 election the City shall adopt the following procedures:

1. Citizens are to be strongly encouraged to request absentee ballots from City Hall and to return the ballots to City Hall as instructed.
2. For those citizens voting in person, there are two options that the City may use on Election Day if the Governor’s Order No. 20-03-30-01 remains in effect

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3. OPTION A – VOTING IN PERSON AT CITY HALL COUNCIL CHAMBERS
 - No more than 10 people in City Hall at one time.
 - Each person must maintain a minimum of 6 feet of distance from others and wear a protective mask covering their mouth and nose only.
 - Traffic of individuals will proceed in one direction only from the front door of City Hall through Council Chambers and out the side door of Council Chambers.
 - City employees may assist with traffic flow of voters, but ballot receipt and oversight will be handled by the Board of Elections and its appointed election judges.
4. OPTION B – DRIVE THROUGH VOTING – PENNINGTON AVENUE IN FRONT OF CITY HALL
 - This process would entail voters remaining in their vehicles.
 - Voters will be qualified by the election judges while remaining in their vehicles.
 - Voters will receive a ballot and mark their ballot.
 - Voters will then return the ballot to the election judge member for insertion into the voting machine.
 - This process may only work where the weather is accommodating.
 - It is recommended that only one person be in the vehicle at time while voting in order to maintain integrity of the vote and social distancing.
 - Voters without vehicles and who did not submit an absentee ballot will be instructed to proceed to City Hall and follow the procedures outlined in OPTION A above.
 - Walk up voters must wear masks covering their mouth and nose and will be accommodated using social distancing criteria of six feet. Walk up voters will not be permitted to approach the front of City Hall if more than 10 people are at the location of walk-up voting (which number includes the City employees, election judges and volunteers on election day). Depending on the number of walk-up voters, City employees may need to mark the line at six feet intervals outside of City Hall to accommodate social distancing requirements.
5. Polls are to remain open from 7:00 AM to 8:00 PM.
6. Instructions for the method of casting ballots under Option A or Option B above will be posted online on the City’s website and at City Hall no later than 24 hours prior to election day.
7. All other public notice requirements for elections set forth in the Charter shall remain in effect.
8. Such options for the May 5, 2020 casting ballots on election day voting may be used for any postponement of the May 5, 2020 election if the Mayor determines that despite the lifting of the Governor’s state of emergency order there still remains a the risk of spread of COVID-19 to City employees, election judges and voting citizens.

THE MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE, MARYLAND

ATTEST:

Patrick D. Sypolt
Director of Administration

William T. Martin
Mayor

Introduced: 04/20/2020

Passed/Adopted: 04/20/2020

Effective Date: 04/20/2020

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND
RESOLUTION NO. 2020-_____

Introduced by _____

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, CITY CHARTER SECTIONS 33 AND 34, AND 75 CONCERNING THE EXTINGUISHMENT, TERMINATION AND ABANDONMENT OF AN INTEREST IN PROPERTY

WHEREAS, Allen J. Fair, Mary Lynn Snyder, Anthony Meoli, Drew Fender, Brian H. McGregor, Dahlia R. Hirsch, Allie M. Cullen, Edna E. Hirsch, and Elaine R. Hirsch, are owners as tenants-in-common (“Owners”) of property recorded on various plats recorded among the Land Records of Harford County, including Plat GRG 9/85 and Plat GRG 14/84 (“Plats”), which property is adjacent to Concord Cove Apartments; and

WHEREAS, the Owners have determined that a portion of Chesapeake Drive was never dedicated to the City as shown on the Plats (“Property”); and

WHEREAS, the fee simple ownership of the Property remains with the Owners; and

WHEREAS, the Property is currently paved as a parking area for Concord Cove Apartments; and

WHEREAS, the City of Havre de Grace has no plans to use the Property for a either a right of way or road; and

NOW THEREFORE, it is this 20th day of April, 2020 determined, decided and resolved by a majority of the City Council members that:

1. The Property shown as portion of Chesapeake Drive on Exhibit A to the Deed (Attachment 1) is an undedicated portion of a road representing an inchoate interest in property.
2. The Property is surplus property as the City no longer needs the Property for any public use and has no plans for its use.

- 43 3. The conveyance definitively establishes the boundary lines between the City and the
- 44 Property.
- 45 4. The Mayor is authorized to enter into a Deed of Extinguishment, Termination and/or
- 46 Abandonment substantially in the form attached hereto as Attachment 1 to accomplish
- 47 the establishment of the boundary.
- 48

49 **NOW THEREFORE**, it is this 20th day of April, 2020 determined, decided and resolved
 50 by the City Council that Mayor is authorized to execute the attached Deed of Abandonment,

51
 52 ATTEST:

THE MAYOR AND CITY COUNCIL
 OF HAVRE DE GRACE, MARYLAND

55 _____
 56 Patrick D. Sypolt
 57 Director of Administration

 William T. Martin
 Mayor

58
 59
 60 Introduced: 04/20/2020
 61 Passed/Adopted: 04/20/2020
 62
 63 Effective Date: 04/20/2020

This Deed of Extinguishment, Termination and/or Abandonment, made this ____ day of April 2020, by and between **Allen J. Fair, Mary Lynn Snyder, Anthony Meoli, Drew Fender, Brian H. McGregor, Dahlia R. Hirsch, Allie M. Cullen, Edna E. Hirsch, and Elaine R. Hirsch, as tenants-in-common; and the Mayor and City Council of the City of Havre de Grace, a municipal corporation of the State of Maryland, GRANTORS.**

Whereas the above named individuals, as tenants-in-common, own the property as shown on various plats including Plat Book 9, folio 65 and Plat Book 14, folio 64 which plats show a bulge off of Chesapeake Drive that was intended to be developed as a cul-de-sac, as is more fully described in Exhibit A and is attached hereto.

Whereas, the parties hereto are all of the parties with any right, title, and interest of whatever kind or nature in and to said undeveloped cul-de-sac, and it is the intent of all the parties hereto to extinguish, terminate and abandon any cul-de-sac which may exist in the described bulge.

NOW THEREFORE, in consideration of the premises and the sum of zero dollars, the receipt whereof is hereby acknowledged, the Grantors hereby abandon, extinguish and terminate the cul-de-sac as described in "Exhibit A", which is attached hereto and incorporated herein.

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

Witness

_____(SEAL)
Allen J. Fair

STATE OF MARYLAND
COUNTY OF HARFORD

} ss

I hereby certify that on this ____ day of April, 2020 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Allen J. Fair, one of the Grantors herein, 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: _____

Witness

Mary Lynn Snyder (SEAL)

STATE OF MARYLAND
COUNTY OF HARFORD

} ss

I hereby certify that on this _____ day of April, 2020 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Mary Lynn Snyder, one of the Grantors herein, 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 her 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: _____

Witness

Anthony Meoli (SEAL)

STATE OF MARYLAND }
COUNTY OF HARFORD } ss

I hereby certify that on this _____ day of April, 2020 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Anthony Meoli, one of the Grantors herein, 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: _____

Witness

_____(SEAL)
Drew Fender

STATE OF MARYLAND }
COUNTY OF HARFORD } ss

I hereby certify that on this _____ day of April, 2020 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Drew Fender, one of the Grantors herein, 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: _____

Witness

Brian H. McGregor (SEAL)

STATE OF MARYLAND
COUNTY OF HARFORD

} ss

I hereby certify that on this _____ day of April, 2020 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Brian H. McGregor, one of the Grantors herein, 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: _____

Witness

_____(SEAL)
Dahlia R. Hirsch

STATE OF _____ }
COUNTY OF _____ } ss

I hereby certify that on this _____ day of April, 2020 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Dahlia R. Hirsch, one of the Grantors herein, 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 her 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: _____

Witness

_____(SEAL)
Allie M. Cullen

STATE OF _____ }
COUNTY OF _____ } ss

I hereby certify that on this _____ day of April, 2020 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Allie M. Cullen, one of the Grantors herein, 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 her 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: _____

Witness

_____(SEAL)
Edna E. Hirsch

STATE OF _____ }
COUNTY OF _____ } ss

I hereby certify that on this _____ day of April, 2020 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Edna E. Hirsch, one of the Grantors herein, 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 her 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: _____

Witness

_____(SEAL)
Elaine R. Hirsch

STATE OF _____ }
COUNTY OF _____ } ss

I hereby certify that on this _____ day of April, 2020 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Elaine R. Hirsch, one of the Grantors herein, 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 her 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: _____

Witness/Attest:

Mayor and City Council of Havre de Grace

Patrick D. Sypolt
Director of Administration

_____(SEAL)
William T. Martin,
Mayor

STATE OF MARYLAND
COUNTY OF _____

} ss

I hereby certify that on this ____ day of April, 2020 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared William T. Martin, 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 Corporation, by themselves as such officers 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 Corporation, 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.

Charles E. Bradford, Attorney

AFTER RECORDING, PLEASE RETURN TO:

Karas & Bradford
325 South Main Street
Bel Air, MD 21014



INTER-CITY MEMORANDUM

To: City Council President David W. Glenn
From: Mayor William T. Martin
Date: March 19, 2020
RE: Proposed Budget Amendment 2020-11

The Council approved budget amendment 2020-10 on March 16, 2020. That amendment obligated \$54,400 remaining in Community Development Block Grant (CDBG) Funds that were set to expire on March 31, 2020.

As you may recall, the City has a grant project before this organization for invasive plant removal near the Lock House Museum. The Harford County Department of Economic Development (HCOED) has agreed to fund \$100,000 in total (including the \$54,400 already approved by budget amendment 2020-10), see the attached agreement.

I am therefore asking your approval to increase anticipated CDBG grant receipts, account #01-0001-48-97 by \$45,600 and to increase the funding for the project, account #01-1251-7087 by the same amount.

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

BUDGET AMENDMENT

March 19, 2020

Amendment # 2020-11

SOURCE OF FUNDS

Account Number	Account Title	Amount
	General Fund 1	
01-0001-48-97	CDBG Grant	\$45,600.00
	Total Sources	\$45,600.00

USE OF FUNDS

Account Number	Account Title	Amount
	General Fund 1	
01-1251-7087	Lock House Shad Pond	\$45,600.00
	Total Uses	\$45,600.00

REASON FOR ADJUSTMENT

To record complete preliminary CDBG grant award of BA #2020-10.

AUTHORITY

City Council on 4/6/20,

APPROVAL

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

SUBRECIPIENT AGREEMENT

This Subrecipient Agreement dated this _____ day of _____, 2020, is by and between HARFORD COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (the RECIPIENT) and the Mayor and City Council of Havre de Grace, a municipality of the State of Maryland (the SUBRECIPIENT).

WHEREAS, the RECIPIENT has entered into a Community Development Block Grant (CDBG) Program Agreement with the U. S. Department of Housing and Urban Development (HUD), pursuant to Title I of the Housing and Community Development Act of 1994, as amended. Harford County, Maryland qualifies under this law as an urban county and is eligible to receive CDBG funds.

WHEREAS, the RECIPIENT entered into a Cooperation Agreement with the SUBRECIPIENT dated August 8, 2017, by which the population of the SUBRECIPIENT was counted together with that of the RECIPIENT and of other local governments within the urban county which agreed to participate in the program. Title 24 CFR Part 570 of the Community Development Block Grant Entitlement Program regulations set forth regulations governing the availability and use of funds under the CDBG program and provide that the COUNTY may include the populations of local governments within the urban county with which it has entered into a Cooperation Agreement for qualification and grant calculation purposes.

WHEREAS, pursuant to 24 CFR 570.501(b), the SUBRECIPIENT is subject to the same requirements applicable to other Subrecipients, including the requirement of a written agreement described in 24 CFR 570.503. Where a participating unit of general local government carries out an eligible activity funded by the urban county, the urban county is responsible, prior to dispersing any

CDBG program funds for any such activity or project, for executing a written Subrecipient Agreement with the unit of government containing the minimum requirements found at 24 CFR 570.503. The Subrecipient Agreement must remain in effect during any period that the unit of local government has control over any CDBG funds, including program income. The SUBRECIPIENT is legally obligated to undertake all necessary actions, as determined by the RECIPIENT, and as authorized by state and local laws, to carry out a community development project(s) and an approved Consolidated Plan and/or to meet other requirements of the CDBG program and other applicable laws as set forth below.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the RECIPIENT and SUBRECIPIENT agree as follows:

1. Incorporation of CDBG Funding Agreement.

The SUBRECIPIENT reviewed all applicable provisions of the Funding Agreement, its terms and conditions and exhibits thereto, a copy of which is attached as Attachment 1 are incorporated into and made a part of this Agreement. SUBRECIPIENT agrees to abide by all terms and conditions set forth in the Funding Agreement and to fully comply with and fulfill all terms and conditions of the Agreement.

2. Statement of Work/Scope of Service.

Attached to this Agreement as Attachment 2 (Program Summaries and Objectives) is a description of work to be performed per the CDBG National Objective and Eligible Activity. The SUBRECIPIENT agrees to achieve the objectives listed in Attachment 2 during the contract period. As set forth in Attachment 2, the RECIPIENT has appropriated One Hundred Thousand Dollars (\$100,000.00) as CDBG allocation of the SUBRECIPIENT to achieve said objectives. Funds will be expended in accordance with Attachment 2 and are subject to the monitoring and reporting

requirements set forth therein. These items must be in sufficient detail to provide a sound basis for the RECIPIENT and SUBRECIPIENT to effectively monitor performance under the Agreement.

3. National Objective/Eligible Activity.

The SUBRECIPIENT certifies that the activities conducted with funds provided under this Agreement will meet one or more of the CDBG program national objectives:

- (a) benefit low- and moderate-income persons;
- (b) aid in the prevention or elimination of slums or blight; and, or
- (c) meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

The SUBRECIPIENT certifies that it has selected national objective 24 CFR Part 570.208 (a) (1) Low/Mod Area Benefit Activities, with funds provided under this Agreement. The SUBRECIPIENT certifies it will comply with all record keeping and reporting requirements set forth in the Agreement and program regulations. The SUBRECIPIENT certifies it will notify the RECIPIENT of any change in national objective or eligible activity within a 90-day period prior to implementing any change.

4. Records and Reports.

The SUBRECIPIENT must comply with all record keeping and reporting requirements set forth in this Agreement. The SUBRECIPIENT must retain all records relating to this project for a 5-year period following the expiration of this Agreement. In addition, all records must be made available to the RECIPIENT and the Federal government upon request. The RECIPIENT will utilize Attachment 6 to monitor activities and verify SUBRECIPIENT compliance with any record keeping and reporting requirements specific to the funded activity(ies), including but not limited to the eligible activity(ies) and national objective(s) and required reporting requirements governing income,

race, ethnicity, gender, head-of-household and disability status of individual(s)/household(s) receiving assistance from the activity(ies).

5. Time of Performance.

The SUBRECIPIENT certifies that the funded activities implemented under this Agreement will be completed within 2 year(s) or no later than June 30, 2022, whichever comes earlier.

6. Uniform Administrative Requirements.

Unless otherwise stated herein, the SUBRECIPIENT is required to comply with the requirements stated in 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (hereinafter "Uniform Administrative Requirements").

7. Payment.

It is expressly agreed and understood that the total amount to be paid by the RECIPIENT under this Agreement shall not exceed a total of \$100,000 for FY202018 and FY2019 CDBG allocation of the SUBRECIPIENT for the period of July 1, 2018 through June 30, 2020. Reimbursements for the payment of eligible expenses shall be made against the description of work per the CDBG National Objective and Eligible Activity (Attachment 2). Expenses for general administration shall also be paid against the line item budget and in accordance with performance. Payments may be contingent upon certification of the SUBRECIPIENT'S financial management system in accordance with the standards specified under the Uniform Administrative Requirements.

8. Program Income.

SUBRECIPIENT shall comply with the program income requirement set forth in 24 CFR Part 570.504(e). Program income is any income generated as a result of activities funded with SUBRECIPIENT grant assistance. Program income received by the SUBRECIPIENT shall be used

to implement specific project activities described in Attachment 2. Should program income be retained by the SUBRECIPIENT, it shall be used in an approved project activity. Program income must first be expended by the SUBRECIPIENT on an approved project activity prior to a request for additional grant assistance. Any program income acquired prior to or following expiration of this Agreement shall be returned to the RECIPIENT in conformance with Part 570.503(b)(7) of the CDBG entitlement regulations. At the end of the program year, the RECIPIENT may require remittance of any program income balances (including investments thereof) held by the SUBRECIPIENT (except that portion needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum draw-down or cash or investments held for Section 108 Loan Guarantee).

9. Public Access to Program Records.

Notwithstanding any restrictions on public access as provided for in the Uniform Administrative Requirements, SUBRECIPIENT shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality in accordance with 24 CFR 570.508: "Public Access To Program Records."

10. Grant Close-Out Procedures.

The SUBRECIPIENT shall follow the procedures outlined at 24 CFR Part 570.509: "Grant Closeout Procedures," and will cooperate with the RECIPIENT with respect to all procedures in respect to the RECIPIENT'S responsibilities regarding the CDBG Agreement.

11. Use of Real Property.

SUBRECIPIENT shall follow the standards set forth in 24 CFR Part 570.505: "Use of Real Property," within the SUBRECIPIENT'S control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until 5-years after close-out of the grant from which assistance to the property was provided. The SUBRECIPIENT may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the SUBRECIPIENT provided affected citizens with reasonable notice of, and an opportunity to comment on, any proposed change, and either:

(a) the new use of such property qualifies as meeting one of the national objectives at Part 570.208: "Criteria for National Objective," and is not a building for the general conduct of government; or

(b) the SUBRECIPIENT determines after consultation with affected citizens that it is appropriate to change the use of the property to a use which does not qualify as meeting one of the national objectives, SUBRECIPIENT may retain or dispose of the property for the changed use if the SUBRECIPIENT'S CDBG program is reimbursed in the amount of the fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

12. Other Program Requirements.

The SUBRECIPIENT shall carry out each activity in compliance with all federal laws and regulations described in Subpart K: "Other Program Requirements," of the CDBG program entitlement regulations, except:

(a) the SUBRECIPIENT does not assume the RECIPIENT'S environmental responsibilities described at Section 570.604: "Environmental Standards"; however, the

SUBRECIPIENT will conduct all environmental reviews necessitated by federally funded services or activities implemented by the SUBRECIPIENT pursuant to this Agreement and such reviews will be subject to the monitoring approval of the RECIPIENT; and

(b) the SUBRECIPIENT does not assume the RECIPIENT'S responsibility for initiating the review process under the provisions of 24 CFR Part 52, "Intergovernmental Review of Department of Housing And Urban Development Programs And Activities," and Executive Order 12372, "Intergovernmental Review of Federal Programs," as amended.

The text of Subpart K is set forth in Attachment 3 and incorporated by reference into this Agreement.

13. Suspension and Termination,

In accordance with the Uniform Administrative Requirements, suspension or termination may occur if the SUBRECIPIENT materially fails to comply with any term of the grant award. The award may also be terminated for convenience. The subject Parts are set forth in Attachment 4 of this Agreement.

Grant assistance may be terminated for convenience in whole or in part before the completion of the assisted activities, in accordance with the provisions of the Uniform Administrative Requirements. The SUBRECIPIENT shall not incur new obligations for any terminated services after the effective date, and shall cancel as many outstanding obligations as possible.

A CDBG assisted project that is terminated before completion, either voluntarily or otherwise, constitutes an ineligible activity and any CDBG funds invested in the project must be repaid to the RECIPIENT'S CDBG account.

14. Enforcement.

In accordance with the Uniform Administrative Requirements, enforcement remedies may apply.

15. Compliance with Laws/Regulations.

The SUBRECIPIENT shall comply with all applicable federal, state and local laws and shall cooperate with the RECIPIENT to ensure compliance.

16. Reversion of Assets.

Upon the expiration of this Agreement, the SUBRECIPIENT will transfer to the RECIPIENT any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SUBRECIPIENT'S control that was acquired or improved in whole or in part with CDBG funds (including funds provided to the SUBRECIPIENT in the form of a loan) in excess of \$25,000 (570.505) shall be either:

(a) used to meet one of the national objectives set forth in Part 570.208 until 5-years after the date the SUBRECIPIENT is no longer considered by HUD to be a part of the urban county provisions at 570.307; or

~~(b) not used in accordance with the above subparagraph (a), in which event the SUBRECIPIENT shall pay to the RECIPIENT an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of or improvement to the property. This payment is program income to the RECIPIENT. No payment is required 5-years after the date the SUBRECIPIENT is no longer considered urban county under provisions set forth established at 570.307.~~

17. Disbursement of Subrecipient Grant Funds.

(a) Disbursement of Federal funds to the SUBRECIPIENT shall be in accordance with the work description performed per the CDBG National Objective and Eligible Activity demonstrated in Attachment 2 and incorporated herein by reference and shall be made only for costs which have been determined by the RECIPIENT to have been properly incurred by the SUBRECIPIENT.

(b) Request for disbursements shall be made in writing to the RECIPIENT.

(c) Term of Agreement, unless terminated earlier, pursuant to the Suspension and Termination Section of the Agreement or upon mutual agreement of the parties with the consent of HUD, this Agreement shall remain in full force and effect until the SUBRECIPIENT'S project has been completed to the satisfaction of the RECIPIENT or HUD, and all reports required by this Agreement or by HUD have been submitted and approved, and all outstanding issues between the RECIPIENT and SUBRECIPIENT have been resolved in a manner satisfactory to the RECIPIENT; or until June 30, 2022; whichever occurs sooner.

18. Anti-Discrimination/Affirmative Action and EEO.

The SUBRECIPIENT shall comply with 24 CFR Part 570.601; fair housing, Part 570.602; anti-discrimination, and Part 570.607; employment and contracting opportunities.

19. Financial Management.

The SUBRECIPIENT shall comply with policies, guidelines and other policy requirements regarding financial management as outlined in the Uniform Administrative Requirements pertaining to the acceptance and use of federal funds.

20. Religious and Political Activities.

Executive Order 13279 issued on December 12, 2002, entitled, "Equal Protection of the Laws for Faith-Based and Community Organizations"; set forth HUD's policy requiring federal departments to treat all organizations fairly and without regard to religion in federal programs. Neither the federal government nor a state or local government receiving funds under a HUD program or activity shall discriminate against an organization on the basis of the organization's religious character or affiliation. The equal participation policies and requirements are contained in the Executive Order (refer to Notice CPD 04-10; September 29, 2004, "Guidelines for Ensuring Equal Treatment of Faith-based Organizations participating in the HOME, CDBG, HOPE 3, HOPWA, Emergency Shelter Grants, Shelter Plus Care, Supportive Housing, and Youthbuild Programs").

21. Conflict of Interest.

In the procurement of supplies, equipment, construction and services by the SUBRECIPIENT, the conflict of interest provisions as outlined by the Uniform Administrative Requirements shall apply. In all other cases not governed by the Uniform Administrative Requirements, the provisions of 24 CFR Part 570.611 shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the SUBRECIPIENT to individuals, businesses and other private entities under eligible activities that authorize such assistance. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the SUBRECIPIENT who exercise any functions or responsibilities with respect to CDBG program activities assistance or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG program assisted activity or have a financial interest in any contract, subcontract or agreement with respect to a CDBG program assisted activity, or with respect to the proceeds of the

CDBG assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for 1-year thereafter.

22. Employment Restrictions.

(a) Prohibited Activity.

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the CDBG program for: political activities; sectarian or religious activities; lobbying; political patronage; and nepotism activities.

(b) Labor Standards.

The SUBRECIPIENT agrees to comply with requirements of the Davis-Bacon Act as amended, and other applicable federal, state and local laws pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT shall maintain appropriate documentation to determine compliance with said regulatory and statutory provisions of said Acts. Such documentation shall be made available to the RECIPIENT for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the RECIPIENT pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, at 29 CFR Parts 1; Purpose and Scope, 3; Obtaining and Compiling Wage Rate Information, 5; Procedure for Requesting Wage Determinations, and 7; Scope of Consideration, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligations, if any, to require

payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the CDBG program requirements for construction contracts for Harford County, Maryland, included as Attachment 5 of this paragraph.

i. **Compliance.**

Compliance with provisions at 24 CFR Part 135.72, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT'S contractors and subcontractors. Failure to fulfill these requirements shall subject the SUBRECIPIENT and any of the SUBRECIPIENT'S subcontractors, their successors and assigns to sanctions. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with all regulatory and statutory requirements governing Section 3 of the Housing and Urban Development Act of 1968, and to include the following language in all subcontracts executed under this Agreement:

The work to be performed under this contract is a project assisted under a program providing direct Federal assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (Section 3). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low- income persons residing in the metropolitan area in which the project is located.

The SUBRECIPIENT further agrees to insure that opportunities for training and employment arising in connection with a housing rehabilitation activity (including reduction and abatement of lead based paint hazards), housing construction or other public construction project(s) are provided

to low- and very low-income persons including, business concerns that provide economic opportunities for low- and very low- income persons residing in Harford County, Maryland. The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

ii. Notifications.

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitment under the Section 3 Clause and shall post copies of said notice in conspicuous places available to employees and applicants for employment and/or training.

iii. Subcontracts.

The SUBRECIPIENT shall include the Section 3 Clause in its subcontract agreement(s) and will implement appropriate action(s) pursuant to the agreement upon a finding that the subcontractor is in violation of rules and regulations set forth in said Section 3 Clause agreement. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

23. General Compliance.

The SUBRECIPIENT agrees to comply with requirements of 24 of the Code of Federal Regulations, Part 570 [the Community Development Block Grant (CDBG) Entitlement Program Regulations]. The SUBRECIPIENT also agrees to comply with all applicable federal regulations, state and local laws and policies governing funds provided under this Agreement. The

SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

24. Independent Contractor.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing a relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an independent contractor with respect to service(s) conducted under this Agreement. The RECIPIENT shall be exempt from payment of all unemployment compensation, Federal Insurance Contributions Act (FICA) deduction(s), retirement compensation and/or contribution(s), life and/or medical insurance and workers' compensation insurance as the SUBRECIPIENT is an independent contractor. Moreover, the SUBRECIPIENT shall hold harmless, defend and indemnify the RECIPIENT from any and all claims, actions, suits, charges and judgments whatsoever that may arise from the SUBRECIPIENT'S performance or lack of performance under this Agreement.

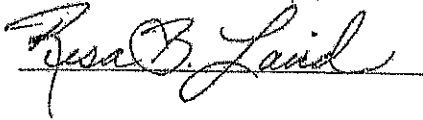
25. Amendments.

The SUBRECIPIENT and RECIPIENT may amend this Agreement at any time provided that any revision(s) must make specific reference to said Agreement, and is executed in writing, signed by authorized representative(s) of the SUBRECIPIENT and RECIPIENT. The RECIPIENT may, at its discretion, amend said Agreement to conform to federal regulatory and statutory requirements, state and/or local governmental guidelines, policies, and available funding amounts and/or funding sources. The funding level set forth in this Agreement is contingent upon the availability of funding from HUD pursuant to the CDBG Grant Agreement. Should any amendment(s) result in a revision in funding, the scope of services, or schedule of activities to be implemented as part of this

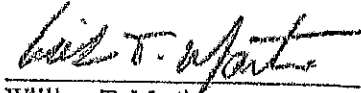
Agreement, may be modified by the RECIPIENT. Any such modification will be incorporated by written amendment signed by both the RECIPIENT and SUBRECIPIENT.

IN WITNESS WHEREOF, the parties hereto have signed their names.

WITNESS:



Mayor and City Council of Havre de Grace

BY: 
William T. Martini
Mayor

Date: March 19, 2020

HARFORD COUNTY, MARYLAND

BY: _____
Barry Glassman
County Executive

Date: _____

Approved as to form and legal sufficiency
this ____ day of _____, 20

Approved as to financial sufficiency this
____ day of _____, 20

Melissa L. Lambert
County Attorney

Robert F. Sandlass, Jr.
Treasurer

Approved by the Office of Community and
Economic Development this ____ day of
_____, 20


Leonard R. Parrish, Director

ATTACHMENT 1
CDBG GRANT AGREEMENT, BY AND BETWEEN HUD AND HARFORD COUNTY

Funding Approval/Agreement
 Title I of the Housing and Community
 Development Act (Public Law 93-383)
 HI-9981 SR of 2051 SR

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in Item 5 of Standard Form 424) Harford County, Maryland		6a. Grantee's D-3-814 Trk ID Number 528000959	6b. Grantee's D-3-814 DUMB Number 009402428
2. Grantee's Complete Address (as shown in Item 5 of Standard Form 424) 220 S Main St. Bel Air, MD 21014-9820		4. Date use of funds may begin (mm/dd/yyyy) 6a. Project/Grant No. 1 B-17-UC-24-0013	6c. Amount Approved \$943,668.00
		6b. Project/Grant No. 2	6d. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid until funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to this Funding Approval. The Grantee agrees to accept all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 108(f) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by submitting and certifying to HUD that it makes funding assistance hereunder available.

Charles Hahn	Grantee Name Harford County, Maryland
Title CPI Director	Title
Signature Charles Hahn	Signature
Date (mm/dd/yyyy) SEP 12 2017	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action Entitlement, Sec 108(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	9b. Date Grantee Notified (mm/dd/yyyy)	9c. Date of Start of Program Year (07/01/2017)	10. Check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
11. Amount of Community Development					
Block Grant					
a. Funds Received for this Grantee		FY (2017)	FY (2016)	FY ()	
		\$943,668.00	\$ 80.00		
b. Funds now being Approved					
c. Funds/Value to be Cancelled (if in excess 1%)					

12a. Assisted Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Harford County, Maryland 220 S Main St Bel Air, MD 21014 BARRY G. BOSSMAN 12b. Name of Authorized Official for Designated Public Agency COMM. EXECUTIVE
Loan Guarantee Acceptance Provisions for Designated Agencies The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	Title Signature

DCB Accounting Use Only

Batch	TAC	Program Y	A	Req	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
			Y				Project Number		Amount		
			Y				Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930283) of 2013

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in Item 6 of Standard Form 424)
 2. Grantee's Complete Address (as shown in Item 6 of Standard Form 424)

Harford County, Maryland
 220 S. Main Street
 Bel Air, MD 21014

3a. Grantee's 9-digit Title ID Number
 526000959

3b. Grantee's 9-digit FUNDING Number
 069402123

4. Date that funds may begin
 07/01/2018

5a. Project/Grant No. 1
 D-18-UC-24-0013

5b. Project/Grant No. 2

6a. Amount Approved
 \$1,087,077.00

6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submission for Title I assistance, the HUD regulations at 24 CFR Part 570 and how in effect means may be amended from time to time, and this Funding Approval, including any special conditions, constitutes part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in this Funding Approval may be used to pay costs incurred after the date specified in Item 4 above provided the activities to which such costs are related are consistent with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by HUD and listed in the special conditions to this Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 101(c) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for actions in the Agreement by the U.S. Department of Housing and Urban Development (by HUD).

7. Category of Title I Assistance for this Funding Action:
 Entitlement, Sec 108(b)

8. Special Conditions (check one)
 None
 Attached

9a. Date HUD Received Submission
 07/02/2018

9b. Date Grantee Notified
 07/02/2018

9c. Date of Start of Program Year
 07/01/2018

10. Check one
 a. Orig. Funding Approval
 b. Amendment Amendment Number

11. Amount of Community Development Block Grant

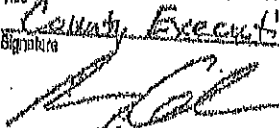
	FY (2018)	FY (2017)	FY ()
a. Funds Approved for this Grant	\$1,087,077.00	\$ 82.00	
b. Funds now being Approved			
c. Authorization to be Decanted (FY minus 11)			

12a. Amount of Loan Guarantee Commitment now being Approved
 N/A

12b. Name and Complete Address of Public Agency:
 Harford County, Maryland
 220 S. Main Street
 Bel Air, MD 21014

12c. Name of Authorized Official for Designated Public Agency

Title
 County Executive

Signature


Date (month/year)
 AUG 07 2018

Date (month/year)
 8/20/2018

HUD Accounting use Only

Batch TAG Program Y A Reg Arat Document No. Project Number Category Amount Effective Date (month/year) F

	153										
	176										

Project Number
 Amount

Project Number
 Amount

Date Entered FAS (month/year)
 Date Entered LCMS (month/year)
 Batch Number
 Transaction Code
 Entered By
 Verified By

ATTACHMENT 2
PROGRAM SUMMARIES AND OBJECTIVES

Scope of Project: The City of Havre de Grace, a local municipality, will be using CDBG funds for ADA accessibility improvements to the Susquehanna Museum at the Lock House parking areas and the elevated walkway from the museum to the North Park Trail. The project consists of replacement of approximately 1,575 LF of existing pedestrian trail with Grass Protecta Mesh 0.55" thick, one handicapped ramp, and one 5'x40' wood walkway with handrails. In addition, the two approaches to the pedestrian elevated walkway will be graded to be ADA compliant.

Address of Project: Susquehanna Museum at the Lock House and North Park, 817 Conestee Street, Havre de Grace, MD 21078

National Objective: Low/Mod Area Benefit Activities, 24 CFR Part 570.208 (a)(1)

Service Area:

LOW-MOD CALCULATION:

CENSUS TRACT	BLOCK GROUP	LOW-MOD	LOW-MOD UNIVERSE
306100	1	345	630
306100	2	290	790
306100	3	785	1700
306100	4	285	565
TOTAL		1,705	3,685
TOTAL LMF%		%	46.27

Eligible Activity: Public Facilities and Improvements 24 CFR Part 570.201(e)

Project Budget: CDBG Funds
 FY 2018 (B-18-UC-24-0013) Allocation \$65,061.96
 FY 2019 (B-19-UC-24-0013) Allocation \$63,484.00

ATTACHMENT 3

SUBPART K

Subpart K - Other Program Requirements

§570.600 General.

(a) This subpart K enumerates laws that the Secretary will treat as applicable to grants made under section 106 of the Act, other than grants to states made pursuant to section 106(d) of the Act, for purposes of the Secretary's determinations under section 104(e)(1) of the Act, including statutes expressly made applicable by the Act and certain other statutes and Executive Orders for which the Secretary has enforcement responsibility. This subpart K applies to grants made under the Insular Areas Program in §570.405 and §570.440 with the exception of §570.612. The absence of mention herein of any other statute for which the Secretary does not have direct enforcement responsibility is not intended to be taken as an indication that, in the Secretary's opinion, such statute or Executive Order is not applicable to activities assisted under the Act. For laws that the Secretary will treat as applicable to grants made to states under section 106(d) of the Act for purposes of the determination required to be made by the Secretary pursuant to section 104(e)(2) of the Act, see §570.487.

(b) This subpart also sets forth certain additional program requirements which the Secretary has determined to be applicable to grants provided under the Act as a matter of administrative discretion.

(c) In addition to grants made pursuant to section 106(b) and 106(d)(2)(B) of the Act (subparts D and F, respectively), the requirements of this subpart K are applicable to grants made pursuant to sections 107 and 119 of the Act (subparts E and G, respectively), and to loans guaranteed pursuant to subpart M.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

(a) The following requirements apply according to sections 104(b) and 107 of the Act:

(1) Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), and implementing regulations in 24 CFR part 1,

(2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's AFH conducted in accordance with the requirements of 24 CFR 5.150 through 5.180 and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

(b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1969-1963 Comp., p. 652; 3 CFR, 1960 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24

§570.602 Section 109 of the Act.

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

§570.603 Labor standards.

(a) Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

§570.604 Environmental standards.

For purposes of section 104(g) of the Act, the regulations in 24 CFR part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. In certain cases, grantees assume these environmental review, decision making, and action responsibilities by execution of grant agreements with the Secretary.

§570.605 National Flood Insurance Program.

Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through

§570.606 Displacement, relocation, acquisition, and replacement of housing.

(a) *General policy for minimizing displacement.* Consistent with the other goals and objectives of this part, grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted under this part.

(b) *Relocation assistance for displaced persons at URA levels:*

(1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

(2) *Displaced person.*

(i) For purposes of paragraph (b) of this section, the term "displaced person" means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

(A) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial official submission to HUD (or the State, as applicable) for grant, loan, or loan guarantee funds under this part that are later provided or granted.

(B) After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

(C) Before the date described in paragraph (b)(2)(i)(A) or (B) of this section, if either HUD or the grantee (or State, as applicable) determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.

(D) After the "initiation of negotiations" if the person is the tenant-occupant of a dwelling unit and any one of the following three situations occurs:

(1) The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenant's monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household's average monthly gross income; or

(2) The tenant is required to relocate temporarily for the activity but the tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary location and any increased housing costs, or other conditions of the temporary relocation are not reasonable; and the tenant does not return to the building/complex; or

(3) The tenant is required to move to another unit in the building/complex, but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.

(ii) Notwithstanding the provisions of paragraph (b)(2)(i) of this section, the term "displaced person" does not include:

(A) A person who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy agreement. To exclude a person on this basis, the grantee (or State or state recipient, as applicable) must determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance under this section;

(B) A person who moves into the property after the date of the notice described in paragraph (b)(2)(i)(A) or (B) of this section, but who received a written notice of the expected displacement before occupancy.

(C) A person who is not displaced as described in 49 CFR 24.2(g)(2).

(D) A person who the grantee (or State, as applicable) determines is not displaced as a direct result of the acquisition, rehabilitation, or demolition for an assisted activity. To exclude a person on this basis, HUD must concur in that determination.

(iii) A grantee (or State or state recipient, as applicable) may, at any time, request HUD to determine whether a person is a displaced person under this section.

(3) *Initiation of negotiations.* For purposes of determining the type of replacement housing assistance to be provided under paragraph (b) of this section, if the displacement is the direct result of privately undertaken rehabilitation, demolition, or acquisition of real property, the term "initiation of negotiations" means the execution of the grant or loan agreement between the grantee (or State or state recipient, as applicable) and the person owning or controlling the real property.

(c) *Residential antidisplacement and relocation assistance plan.* The grantee shall comply with the requirements of 24 CFR part 42, subpart B.

(d) *Optional relocation assistance.* Under section 105(a)(11) of the Act, the grantee may provide (or the State may permit the state recipient to provide, as applicable) relocation payments and other relocation assistance to persons displaced by activities that are not subject to paragraph (b) or (c) of this section. The grantee may also provide (or the State may also permit the state recipient to provide, as applicable) relocation assistance to persons receiving assistance under paragraphs (b) or (c) of this section at levels in excess of those required by these paragraphs. Unless such assistance is provided under State or local law, the grantee (or state recipient, as applicable) shall provide such assistance only upon the basis of a written determination that the assistance is appropriate (see, e.g., 24 CFR 570.201(l), as applicable). The grantee (or state recipient, as applicable) must adopt a written policy available to the public that describes the relocation assistance that the grantee (or state recipient, as applicable) has elected to provide and that provides for equal relocation assistance within each class of displaced persons.

(e) *Acquisition of real property.* The acquisition of real property for an assisted activity is subject to 49 CFR part 24, subpart B.

(f) *Appeals.* If a person disagrees with the determination of the grantee (or the state recipient, as applicable) concerning the person's eligibility for, or the amount of, a relocation payment under this section, the person may file a written appeal of that determination with the grantee (or state recipient, as applicable). The appeal procedures to be followed are described in 49 CFR 24.10. In addition, a low- or moderate-income household that has been displaced from a dwelling may file a written request for review of the grantee's decision to the HUD Field Office. For purposes of the State CDBG program, a low- or moderate-income household may file a written request for review of the state recipient's decision with the State.

(g) *Responsibility of grantee or State.*

(1) The grantee (or State, if applicable) is responsible for ensuring compliance with the requirements of this section, notwithstanding any third party's contractual obligation to the grantee to comply with the provisions of this section. For purposes of the State CDBG program, the State shall require state recipients to certify that they will comply with the requirements of this section.

(2) The cost of assistance required under this section may be paid from local public funds, funds provided under this part, or funds available from other sources.

(3) The grantee (or State and state recipient, as applicable) must maintain records in sufficient detail to demonstrate compliance with the provisions of this section.

§570.607 Employment and contracting opportunities.

To the extent that they are otherwise applicable, grantees shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 284 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 256; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

§570.608 Lead-based paint.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 36, subparts A, B, J, K, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

The requirements set forth in 24 CFR part 6 apply to this program.

§570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.

The recipient, its agencies or instrumentalities, and subrecipients shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as set forth at §570.602.

§570.611 Conflict of interest.

(a) *Applicability.*

(1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318 shall apply.

(2) In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §670.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §670.203, §670.204, §670.455, or §670.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

§570.512 Executive Order 12372.

(a) *General.* Executive Order 12372, Intergovernmental Review of Federal Programs, and the Department's implementing regulations at 24 CFR part 52, allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.

(b) *Applicability.* Executive Order 12372 applies to the CDBG Entitlement program and the UDAG program. The Executive Order applies to all activities proposed to be assisted under UDAG, but it applies to the Entitlement program only where a grantee proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement. It is the responsibility of the grantee to initiate the Executive Order review process if it proposes to use its CDBG or UDAG funds for activities subject to review.

§570.513 Eligibility restrictions for certain resident aliens.

(a) *Restriction.* Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in paragraph (e) of this section. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in paragraph (e) of this section. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

(b) *Covered activities.* "Covered activities" under this section means activities meeting the requirements of §570.208(a) that either:

(1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

(2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

(c) *Limitation on coverage.* The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.

~~(d) *Compliance.* Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.~~

(e) *Programs affected.*

(1) The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient's grant.

(2) The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.

(3) The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government's grant by the State.

(4) The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient's grant.

§570.514 Architectural Barriers Act and the Americans with Disabilities Act.

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure"

as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

ATTACHMENT 4

2 CFR 200.338-342 -- REMEDIES FOR NONCOMPLIANCE

§200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

§200.339 Termination.

(a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the Federal awarding agency or pass-through entity for cause;

(3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

(1) The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either—

(i) Has exhausted its opportunities to object or challenge the decision, see §200.341 Opportunities to object, hearings and appeals; or

(ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.

(2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:

(i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;

(ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

(c) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

§200.340 Notification of termination requirement.

(a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.

(b) If the Federal award is terminated for the non-Federal entity's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that--

~~(1) The termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIS);~~

(2) The information will be available in the OMB-designated integrity and performance system for a period of five years from the date of the termination, then archived;

(3) Federal awarding agencies that consider making a Federal award to the non-Federal entity during that five year period must consider that information in judging whether the non-Federal entity is qualified to receive the Federal award, when the Federal share of the Federal award is expected to exceed the simplified acquisition threshold over the period of performance;

(4) The non-Federal entity may comment on any information the OMB-designated integrity and performance system contains about the non-Federal entity for future consideration by Federal awarding agencies. The non-Federal entity may submit comments to the awardee integrity and performance portal accessible through SAM (currently CPARS).

(5) Federal awarding agencies will consider non-Federal entity comments when determining whether the non-Federal entity is qualified for a future Federal award.

(c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31

U.S.C. 3321 and implementing guidance at 2 CFR part 77 (forthcoming at time of publication). See also the requirements for Suspension and Debarment at 2 CFR part 180.

§200.341 Opportunities to object, hearings and appeals.

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings to which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

§200.342 Effects of suspension and termination.

Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

(a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and

(b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

ATTACHMENT 5
HARFORD COUNTY CDBG PROGRAM REQUIREMENTS
FOR CAPITAL PROJECTS



HARFORD COUNTY OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT CDBG FEDERAL AND LOCAL PROCUREMENT REGULATIONS

CDBG Entitlement jurisdictions policies and procedures for procurement must comply with both 2 CFR Part 200 rules and any stricter state or local standards.

LOCAL PROCUREMENT REGULATIONS

HARFORD COUNTY CODE PROVISIONS:

The Department of Procurement operates under the guidelines of Section 41 of the Harford County Code and can be found on the Harford County website under government.

PURCHASING PROCEDURES:

Open Market Purchases:

- Purchases under \$2500 do not require quotes.
- Purchases valued at \$2501 to \$24,999 shall be based on at least three (3) competitive price quotes (must be in writing) and shall be awarded to the lowest responsive bidder.

Request for Quotation (RFQ):

- A document the County submits to one or more potential suppliers eliciting quotations for a product or service. Typically, an RFQ seeks an itemized list of prices for something that is well-defined and quantifiable, such as hardware and will be submitted for purchases also valued at \$2501 to \$24,999.

Invitation for Bids (IFB):

- Goods and services \$25,000 and over will be purchased through a formal bid process.
- Each bid is publicly opened and read. All bids are evaluated, and may be awarded to the lowest responsible and responsive bidder in accordance with Section 41-26 of the Harford County Code.

Request for Proposal (RFP):

- An RFP is used for work that requires additional expertise. This could include professional services \$25,000 and over.
- This process is based on qualifications of the firm and its employees, as well as price.
- The requiring department provides the specifications for the project and a Committee (a group of County employees made up of representatives from the requiring department(s) and a Procurement agent) is created to evaluate submissions. Once technical proposals are reviewed and scored individually by the members, the price proposal is opened. The firm awarded the project will have the highest combined score of technical and price.

FEDERAL PROCUREMENT REGULATIONS

There are four methods of procurement that are identified in the federal regulations:

- * Small purchase procedures;
- * Sealed bids;
- * Competitive proposals; and
- * Non-competitive proposals.

(Please note that the following text is an abbreviated summary of the procurement rules and grantees are encouraged to read 2 CFR Part 200 Subpart D in its entirety as well as any applicable state or local procurement laws).

Small Purchase Procedures

- * The small purchase procedures allow recipients to acquire goods and services totalling no more than \$100,000, without publishing a formal request for proposals or invitation for bids.
 - * This method of procurement is typically used to purchase commodities such as equipment or other materials.
 - * In the event that a grantee is purchasing materials that will exceed \$100,000, they must use the sealed bid process.
- * The small purchases method can also be used to acquire eligible types of services, such as professional consulting, environmental review, or planning. This method cannot be used if the services contract will exceed \$100,000 in value. If the services contract will exceed \$100,000, the grantee must issue an RFP under the competitive proposals approach (see below).
- * In general, the small purchases procedures also should not be used to acquire construction contractors. It is recommended that these acquisitions occur under the sealed bid approach outlined below.
- * Under the small purchases method, grantees send a request for quotes to potential vendors with a detailed description of the goods or services needed. In return, they receive competitive written quotations from an adequate number of qualified sources.
 - * Each quote should include pricing information that allows the grantee to compare costs across bidders and ensure cost reasonableness.
 - * Documentation of the quotes shall be maintained in the grantee's files.
- * The award should be made to the lowest responsive and responsible source.

Sealed Bids (Formal Advertising)

- * Sealed bids (Formal Advertising) should be used for fill construction contracts or for goods costing more than \$100,000.
- * Competitive sealed bidding requires publicly solicited sealed bids and a firm-fixed-price lump sum or unit price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is lowest in price.
- * In order for formal advertising to be feasible, the following minimum conditions must be present:
 - A complete, adequate and realistic specification or purchase description is available.
 - Two or more responsible suppliers are willing and able to compete effectively for a grantee's business.
 - The procurement lends itself to a firm fixed-price contract, and the selection of the successful bidder can appropriately be made principally on the basis of price.
- * When the competitive sealed bid (formal advertising) process is used, the following requirements apply:
 - Publication Period: The invitation for bids must be publicly advertised and bids solicited from an adequate number of suppliers. The publication should be published at least once in a newspaper of general circulation, providing sufficient time prior to bid opening. If the publication period is not of sufficient time to attract adequate competition, the bid may have to be re-advertised.
 - Clear Definition: The invitation for bids, including specifications and pertinent attachments, must clearly define the items or services needed in order for bidders to properly respond to the invitation.
 - Public Opening: All bids must be opened publicly at the time and place stated in the invitation for bids. The public is allowed at that time to review the bids.
- * Selection and Contracting: A firm-fixed-price contract award must be made by written notice to the responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs must be considered in determining which bid is lowest.
 - Rejection of all Bids: All bids may be rejected when sound documented reasons exist.
 - Such documentation shall be made a part of the files.

Competitive Proposals

- * Competitive proposals are used to purchase professional services where the total cost will exceed \$100,000. Under this procurement method, the grantee must publish a written request for submissions and then review these submissions based on established selection criteria.
- * The grantee must solicit proposals from an adequate number of qualified sources.
- * Under this approach, there are two possible methods of soliciting proposals.
 - A request for proposals asks that offerors submit both qualifications and cost information.
 - A request for qualifications can be used for purchasing architecture and engineering services. It only asks for information on the offeror's expertise/experience and not on cost, subject to a negotiation of fair and reasonable compensation. When acquiring any service that is not architecture or engineering, the full RFP process must be used.
 - For example, if a grantee were to hire a for-profit CDBG contract administrator and that contract exceeded \$100,000, an RFP would be required.
- * When acquiring architectural or engineering services, either a RFP or a RFQ may be used.

(Note that if an architectural or an engineering firm is being hired to provide a non-architectural/engineering service that service must be procured using either the small purchases process or a RFP. For example, some engineering firms also provide construction and grants management services. In that situation, a RFQ cannot be used and either the small purchases (if it is less than \$100,000) or a RFP must be used.)

- * When Competitive Proposals are utilized, the following requirements apply.
 - **Publication Period:** Proposals must be solicited from an adequate number of qualified sources and an advertisement must be published. RFPs/RFQs should be published in a sufficient timeframe before the proposals/qualifications are due.
 - **Clear Definition:** The RFP/RFQ must identify the general scope of work and all significant factors of evaluation, including price where appropriate, and their relative importance.
 - **Technical Evaluation:** The grantee must provide a mechanism for technical evaluation of the proposals received, determinations of responsible offeror and the selection for contract award.
 - **Award:** Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offers should be notified promptly. The contract can be either a fixed price or a cost reimbursement type.

Non-competitive Proposals

- * Non-competitive procurement may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:
 - Where the item is available only from a single source;
- * Where a public emergency or urgent situation is such that the urgency will not permit a delay beyond the time needed to employ one of the other procurement methods; or
 - Where after solicitation of a number of sources, competition is determined inadequate.

Conflict of Interest

- * Grantees must develop and maintain a written code of standards that helps to prevent conflicts of interest in procurement.
 - This written code of conduct must apply to all employees, officers, agents of the grantee, members of their immediate family, and partners.
- * The code shall prevent financial interest or other benefits earned for any of these persons due to a CDBG-related procurement action. These persons also cannot solicit or accept gratuities, favors or other items of monetary value from contractors. Grantees are allowed to establish minimum thresholds below which the financial interest is not substantial or is of nominal value.
 - For example, many grantees have rules that nominal items worth less than \$10 or \$25 are not considered to be a conflict.

Excluded Parties

- * Grantees must not make any award (subgrant or contract) to any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
 - This applies to any CDBG-assisted contract at any tier in the process.
 - To learn more about excluded parties, go to: <http://www.epls.gov/>

Title 2: Grants and Agreements
PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT
REQUIREMENTS FOR FEDERAL AWARDS
Subpart D—Post Federal Award Requirements

Procurement Standards

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantages, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where

price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- ~~(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;~~
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 73885, Dec. 19, 2014]

§200.323 Contract cost and price

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
- (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
- (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.502 Applicability of uniform administrative requirements.

(a) Grantees and subrecipients shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", except that:

(1) Section 200.305 "Payment" is modified for lump sum drawdown for financing of property rehabilitation activities, in accordance with §570.513.

(2) Section 200.306 "Cost sharing or matching" does not apply.

(3) Section 200.307 "Program income" does not apply. Program income is governed by §570.504.

(4) Section 200.308 "Revisions of budget and program plans" does not apply.

(5) Section 200.311 "Real property" does not apply, except as provided in §570.200(j). Real property is governed by §570.505.

(6) Section 200.313 "Equipment" applies, except that when the equipment is sold, the proceeds shall be program income. Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient.

(7) Section 200.333 "Retention requirements for records" applies except that:

(i) For recipients:

(A) The period shall be 4 years from the date of execution of the closeout agreement for a grant, as further described in this part;

(B) Records for individual activities subject to the reversion of assets provisions at §570.503(b)(7) or the change of use provisions at §570.505 must be maintained for 3 years after those provisions no longer apply to the activity;

(C) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained for 3 years after the receivables or liabilities have been satisfied.

(ii) For subrecipients:

(A) The retention period for individual CDBG activities shall be the longer of 3 years after the expiration or termination of the subrecipient agreement under §570.503, or 3 years after the submission of the annual performance and evaluation report, as prescribed in §91.520 of this title, in which the specific activity is reported on for the final time;

(B) Records for individual activities subject to the reversion of assets provisions at §570.503(b)(7) or change of use provisions at §570.505 must be maintained for as long as those provisions continue to apply to the activity; and

(C) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

(8) Section 200.343 "Closeout" applies to closeout of subrecipients.

(b) [Reserved]

[80 FR 75937, Dec. 7, 2015]

570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.

The recipient, its agencies or instrumentalities, and subrecipients shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as set forth at §570.502.

[80 FR 75938, Dec. 7, 2015]



INTER-CITY MEMORANDUM

To: City Council President David W. Glenn
From: Mayor William T. Martin
Date: 4/9/2020
RE: Proposed Budget Amendment 2020-12

The City was awarded a \$100,000 grant to make the bathrooms at Firehouse 2 ADA accessible. These bathrooms are also used by the Opera House patrons. The funding for this grant is coming from residual RAD loan funds as the City continues winding down the RAD program.

The Harford County Department of Economic Development (HCOED) has agreed to increase the funding for the ADA accessibility to the Opera House to \$150,000 in total, see the attached agreement.

I am therefore asking your approval to increase anticipated CDBG grant receipts, account #01-0001-48-97 by \$50,000 and to increase the funding for the project, account #01-1251-7091 by the same amount.

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

BUDGET AMENDMENT

April 9, 2020

Amendment # 2020-12

SOURCE OF FUNDS

Account Number	Account Title	Amount
	General Fund 1	
01-0001-48-97	CDBG Grant	\$50,000.00
Total Sources		\$50,000.00

USE OF FUNDS

Account Number	Account Title	Amount
	General Fund 1	
01-1251-7091	ADA Bathrooms Opera House	\$50,000.00
Total Uses		\$50,000.00

REASON FOR ADJUSTMENT

To record complete preliminary CDBG grant award of BA #2020-10.

AUTHORITY

City Council on 4/20/20.

APPROVAL

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



LARRY HOGAN
Governor
BOYD K. RUTHERFORD
Lt. Governor
KENNETH C. HOLT
Secretary

April 3, 2020

The Honorable William T. Martin
Mayor
City of Havre de Grace
711 Pennington Avenue
Havre de Grace, MD 21078

RE: Amendment
Maryland Community Development Block Grant (CDBG) Program
Grant Number: MD-19-CD-8 Fire House ADA

Dear Mayor Martin:

Enclosed are two copies of the Amendment to the Grant Agreement between the City of Havre de Grace and the State of Maryland. This amendment provides an additional \$50,000 to the current grant. Please sign both copies of the Amendment and return them in the next five days. Once the amendment is fully executed, a copy will be sent to you for your records.

If you have any questions, please do not hesitate to contact me at (301) 429-7519.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Stone".

Cindy Stone
Director
Community Development Programs

Enclosures

cc: Patrick Sypolt, City



**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AMENDMENT TO GRANT AGREEMENT**

This amendment (the "Amendment") is entered into as of the date it is executed by DHCD (the "Effective Date") by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland, hereinafter referred to as "DHCD" and the City of Havre de Grace, a municipality of the State of Maryland, hereinafter referred to as the "Grantee."

WHEREAS, DHCD and the Grantee have entered into Maryland Community Development Block Grant Program Grant Agreement Number MD-19-CD-8 dated September 20, 2019 (the "Agreement"); and

WHEREAS, pursuant to Sections 6 and 16 of the Agreement, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and Grantee agree as follows:

- (1) The Project completion date set forth in section 6(b) of the Agreement shall be deleted, and December 31, 2020 shall be inserted in lieu thereof.
- (2) The dollar amount of \$100,000 set forth in Section 2 of the Agreement shall be deleted in its entirety and the dollar amount of \$150,000 shall be inserted in lieu thereof.
- (3) The Budget set forth on Exhibit B shall be deleted in its entirety and replaced with the updated Budget set forth on Exhibit B-1, which is attached to this Amendment. Any inconsistencies between the Agreement and this Amendment with respect to the Budget shall be resolved as set forth in Exhibit B-1.
- (4) The Schedule set forth on Exhibit C shall be deleted in its entirety and replaced with the updated Project Implementation Schedule set forth on Exhibit C-1, which is attached to this Amendment. Any inconsistencies between the Agreement and this Amendment with respect to the Schedule shall be resolved as set forth in Exhibit C-1.
- (5) Except as set forth in this Amendment and the amended Exhibit referenced above, the provisions of the Agreement and the Exhibits thereto shall remain in full force and effect.
- (6) Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

ACTIVITY	CDBG FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
1. Property Acquisition/Disposition				
2. Demolition/Clearance				
3. Relocation Assistance				
4. Public Services				
5. Public Facility				
a. Construction	\$150,000		\$150,000	
6. Housing				
7. General Administration				
TOTAL PROJECT COSTS	\$150,000		\$150,000	

The Grantee must track and provide documentation for any other costs including project administration upon completion of project to document leverage.

Original award was \$100,000. Grant amended to increase award to \$150,000.

EXHIBIT C-1

MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE

Grant Approval
Date: May 8, 2019

Environmental
Review: To be completed and Release of Funds issued by July 22, 2019

Bidding/Award: To be completed by August 2019

Construction: On-going through term of grant

180 Day
Expenditure
Deadline: A minimum of 5% of grant funds must be expended by
November 4, 2019

Grant End Date: May 31, 2020

Amended
Grant End Date: December 31, 2020

#1011190027

HdG Farmer Market
Every Sat 5/2/20 - 11/21/20



City of Havre de Grace

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

410- 939-1800
410- 575-7043

Dear Event Sponsor,

Thank you for your interest in holding an event within the City of Havre de Grace. The City is a lovely setting to hold events and activities. With our beautiful tree-lined streets, stunning views of the Chesapeake Bay and Susquehanna River; and friendly, hometown atmosphere, we are proud to showcase all we have to offer.

Any organized activity involving the use of, or having impact upon, City property or City facilities including parks, sidewalks, street areas or the temporary use of City property in a manner that varies from its current land use, requires a special event permit. Your event cannot be advertised until the application has been submitted and approved by the Mayor and City Council.

Events and activities within the City have proven to be successful because we have put in place the **EVENT APPLICATION AND CHECKLIST** to ensure a fun and safe event for you and your guests. Please keep a copy of the Event Application, Guidelines, Checklist and Contact Information sheet for your files as you plan and execute your event.

- Yes Completed and signed application
- Yes *(to be sent from Community Projects)*
Certificate of insurance- city must be listed as an additional insured and include a waiver of subrogation, minimum liability limits of \$1 million dollars
- Yes Complete and detailed site plan to include maps
- Yes Documentation of non-profit status *To be sent*
- Yes Traffic control plan
- Yes State Highway Permit (if applicable)

Again, thank you for your interest in holding your event here in Havre de Grace. If I can be of further assistance, please do not hesitate to contact me.

Applications must be submitted 45 days prior to the event

Sincerely,

Patrick Zypolt

Director of Administration
711 Pennington Ave.
Havre de Grace, MD 21078
Questions: 410-939-1800 x 1138
Email: patrickz@havredegracemd.com

Applicant Initial *SDK*
EVENTS REV 1 Jan. 3, 2020



EVENT APPLICATION & CHECKLIST:

ALL Required information for initial submittal of the special event application must be complete; Applications *will not* be accepted without this minimal information.

EVENT APPLICATION - GUIDELINES

Events and activities within the City have proven to be successful because we have put in place the following guidelines to insure a fun, safe event for you and your guests. *The City of Havre de Grace has the right to deny any application.*

To ensure a safe and successful event, the following conditions apply:

- If you are planning to mark spaces on City property, or roadways you must washable paint. No other paint is allowed.
- Nails, screws, ropes or wires attached to any tree are not permitted.
- No cooking devices closer than 10 feet from the base of a tree, 25 feet from any building and NEVER under any building, pavilion or awning.
- No audio equipment used before 7am or after 10pm.
- Vehicles are not permitted on park grounds: Hutchins Park paved area is the exception, however vehicles are not permitted under the Pavilion). This includes loading and unloading. **No exceptions. Additional fees will apply for damage to the grounds caused by 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 Liquor Board requires a permit 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 application must be provided to the Special Events Coordinator 3 working days prior to the scheduled event.
- Food Service – If you are providing food at your event you may need a Temporary Food Service License. Contact the Harford County Health Department at <http://www.harfordcountyhealth.com>
- A copy of your non-profit tax exempt certification must be provided along with your application.
- Please note: **The City does not provide nor install fencing or portable bathrooms.**
- Please note: **The City is not responsible for the collection and disposal of trash generated by your event, unless prior approval was granted by the Mayor and City Council.**
- **ONLY** Non Profit Groups that obtain an **“APPROVED”** special event application may place **“APPROVED” signs in “APPROVED” locations** within the City’s right-of-way 21 days prior to the event and signs must be removed within 48 hours following event.
- It is the responsibility of the sponsor to contact Emergency Medical Services (EMS) if onsite services are needed.
- The City of Havre de Grace has the right to deny any application, the right to add, delete or modify any of the conditions for the permitting of an event at any time it is deemed necessary by the Special Events Coordinator with the approval of the City Administration.

EVENT APPLICATION CHECKLIST:

EVENT NAME: HdG Farmers Market
 Host Organization: Community Projects of HdG, Farmers Market Committee
 Business Address: 224 N. Washington St, HdG, MD 21078
 On Site Contact Person: Sarah Rider
 Contact Information Phone: 540-905-5688 Email: hdgfarmersmarket@gmail.com
 Back-Up Site Contact Person: _____
 Contact Information Phone: _____ Email: _____

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

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

Is the Host Organization a 501 C3? Yes _____ No

Tax ID # FEIN# 522080463

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

Event Category:

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

* a fee may be charged

Date/Time:

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

Setup Date: May 2 Time: 7 am Every Sat from May 2 -
 Event Starts Date: May 2 Time: 9 am Nov. 21. Market hours
 Event Ends Date: Nov 21 Time: noon 9 am - noon. Setup starts
 Rain Date Date: n/a Time: _____ @ 7 - breakdown @ 1.

* Request to set up at top of park during running feet
 * Location: St. John St " Oktoberfest"

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

Other location, please explain: _____

Anticipated Attendance: 30-35 vendors
600-700 shoppers
per week 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. Already on-site
- 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? (Sampling)

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.

Individual alcohol vendors are responsible for tastings and sales.

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.

Gambling

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

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.

n/a

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:

- The location of fencing and/or barricades. (Fencing plans must indicate areas within the plan that are removable for Emergency Access.
- The location of First Aid station and/or ambulances
- 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.
- Placement of vehicles or trailers. (No vehicles permitted in Tydings Park)
- Exit locations for outdoor events that are fenced.
- 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:

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 Sarah Rider

Title Farmers Market Committee Chair

Signature: 

Date 2/17/2020

Event Title: HDB Farmers Market

Received by Tameca Brinkwa 3-5-2020
City Official Date

Notification: Internal Use Only:	
<input type="checkbox"/>	DPW _____
<input type="checkbox"/>	PD _____
<input type="checkbox"/>	Ambulance Corps _____
<input type="checkbox"/>	SHCO _____
<input type="checkbox"/>	Impacted Museums _____

IMPORTANT CONTACT INFORMATION FOR YOUR PLANNING NEEDS

Please keep a copy of this sheet for your files as you plan and execute your event.

The City of Havre de Grace	410-939-1800 x-1138	Patrick Sypolt, Director of Administration patrick@s@havredegracemd.com
Havre de Grace Dept. of Public Works	410-939-1800	Tim Whittie, Director of Public Works timw@havredegracemd.com
Havre de Grace Office of Tourism	410-939-2100	Lauri Orzewicz, Manager of Tourism & Marketing; laurio@havredegracemc.com <i>Please contact if you need help with advertising your event.</i>
Havre de Grace Police Department	410-939-2121	Capt. John Krass, Capt. Joe Alton
Havre de Grace Ambulance Corps	443-413-9486	Chief Pete Quackenbush
Concord Point Light House	410-939-3213	
The Decoy Museum	410-939-3739	
The Maritime Museum	410-939-4800	
The Lock House Museum	410-939-5780	
Liquor Control Board	410-638-3028	www.harfordcountymd.gov/lcb/Downloads.cfm
Harford County Health Department	410-638-3344	
Harford County Sheriff's Office	410-838-6600	
Miss Utility	800-257-7777	You must call if erecting a tent or driving stakes into the ground. Miss Utility will ensure that you do not hit buried electrical lines. State Law requires that Miss Utility be called 48 hours prior to work commencing.
State Highway Administration		https://www.roads.maryland.gov
Party Rentals		
Port-a-Pots		
Fencing (temporary)		
Sound System/D.J.		
Food/Beverage Vendor(s)		

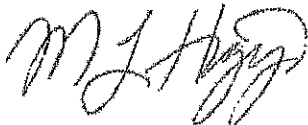


STATE OF MARYLAND
Department of Assessments and Taxation

I, MICHAEL L. HIGGS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT COMMUNITY PROJECTS OF HAVRE DE GRACE, INC. (D04935805), INCORPORATED MARCH 10, 1998 IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREBY SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS JUNE 29, 2019.

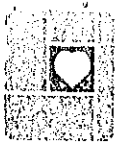


Michael L. Higgs
Director



301 West Preston Street, Baltimore, Maryland 21201
Telephone Baltimore Metro (410) 767-1340 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: 6GjVziXknEO6BY0oN-sbuw
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>



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COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

PRODUCER:

Cima Companies, Inc.
2750 Killarney Drive
Suite 202
Woodbridge, VA 22192-4124

POLICY NUMBER: 2018-41558

RENEWAL OF NUMBER: 2018-41558

NAME OF INSURED AND MAILING ADDRESS:

Community Projects of Havre De Grace, Inc.
224 N Washington St.
Havre de Grace, MD 21078

POLICY PERIOD:

FROM 10/02/2019 TO 10/02/2020
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION:

Community organization for public improvements and services

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU	\$500,000 ^{any one premises}
MEDICAL EXPENSE LIMIT	\$20,000 ^{any one person}

ADDITIONAL COVERAGES:

PREMIUM

\$960

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE INCLUDED IN COMMERCIAL LINES COMMON POLICY DECLARATIONS

08/21/2019

BY

Samuel E. Q.

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORMS AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI-RRG-GL

(02356)

SPECIAL EVENTS WORK SHEET

Event:	HDG Farmers Market	Tracking ID: 1011190027
Dates:	Every Saturday - 5/2/20 - 11/21/20	
Time of set up:	7:00 AM	
Take down time:	1:00 PM	
Time of actual event:	9 am - 12 pm	
Location:	Community Pavilion at Frank J. Hutchins Memorial Park (see application for changes for Running Fest and Oktoberfest)	

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

This event will be handled by patrol units on duty and officers assigned to the October Fest.

	Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
DPW	4	3.5	1	\$41.75	4.5	\$208.75
Notes	30 events held May - November. \$208.75 x 30 = \$6,262.5					

Grand Total	4	3.5	1	\$41.75	4.5	\$208.75
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REVISION 1/10/2020	*Note: OT salary is 1.5 times average salary: ** Note 2 - FULLY Loaded Wage provided by the Finance Department includes Wages, Fringe Benefits & Materials based on the U.S. Department of Health and Human Services Division of Cost Allocation (DCAA)					
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