



## COUNCIL MEETING AGENDA

May 4, 2020

7:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Opening Prayer: Submitted by Pastor Norman Obenshain of Havre de Grace United Methodist Church. Shared by CM Ringsaker
5. Approval of the Minutes:
  - A. Council Meeting Minutes- April 20, 2020
6. Comments from Mayor Martin
7. Comments from Citizens on Agenda items.
8. Resolutions:
  - A. Resolution concerning Composting Collection with Garrity Renewables, LLC: (CM Boyer)  
A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTION 33 AND 34 OF THE CITY CHARTER AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND TO AUTHORIZE THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE HAVRE DE GRACE GREEN TEAM LTD, AS IT RELATES TO COMPOSTING COLLECTION WITH GARRITY RENEWABLES, LLC. ON CITY PROPERTY.
  - B. Resolution concerning SGT. Alfred B. Hilton Monument: (CP Glenn)  
A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTION 34 OF THE CITY CHARTER AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND TO AUTHORIZE THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE SGT. ALFRED B. HILTON MEMORIAL FUND, INC., AS IT RELATES TO THE PLACEMENT OF A MONUMENT IN THE MILLARD E. TYDINGS MEMORIAL PARK, LOCATED IN THE CITY OF HAVRE DE GRACE
  - C. Resolution concerning Deeds of Dedication for portions of Chesapeake Dr. and Seneca Ave.: (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, 34, 65 AND 66 CONCERNING DEEDS OF DEDICATION FOR PORTIONS OF CHESAPEAKE DRIVE AND SENECA AVENUE

- D. Resolution concerning Lease Agreement between the City and M/V Summer Breeze LLC:  
(CM Ringsaker)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND PURSUANT TO THE AUTHORITY OF THE HAVRE DE GRACE CITY CHARTER, SECTIONS 34 AND 76, APPROVING A LEASE AGREEMENT BETWEEN THE CITY AND M/V SUMMER BREEZE LLC FOR USE OF A CITY PIER

9. Ordinance

- A. Ordinance concerning FY 2021 Tax Rates: (CM Robertson)

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO THE AUTHORITY PROVIDED BY THE ANNOTATED CODE OF MARYLAND TAX-PROPERTY ARTICLE TITLE 6 AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FIXING THE TAX RATE FOR THE FISCAL YEAR JULY 1, 2020 TO JUNE 30, 2021 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSABLE REAL PROPERTY, PERSONAL PROPERTY; AND PROVIDING AN ADDITIONAL SPECIAL TAX LEVIED WITHIN THE CRITICAL AREA SPECIAL TAXING DISTRICT AND SETTING THE SERVICE CHARGE FOR THE SEMI-ANNUAL PROPERTY TAX PAYMENT OPTION.

- B. Ordinance concerning FY 2021 Water Sewer Rate and Service Participation Fees:  
(CM Robertson)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE ADOPTED PURSUANT TO THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE CITY CHARTER SECTIONS 33 AND 34 AND CITY CODE CHAPTER 196 AND EXHIBIT A THERETO, ESTABLISHING THE CITY WATER AND SEWER RATES AND SERVICE PARTICIPATION FEES FOR THE USERS OF THE CITY WATER AND SEWER SYSTEM.

10. Recess

11. Public Hearing

- A. Ordinance concerning FY 2021 Tax Rate

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO THE AUTHORITY PROVIDED BY THE ANNOTATED CODE OF MARYLAND TAX-PROPERTY ARTICLE TITLE 6 AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FIXING THE TAX RATE FOR THE FISCAL YEAR JULY 1, 2020 TO JUNE 30, 2021 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSABLE REAL PROPERTY, PERSONAL PROPERTY; AND PROVIDING AN ADDITIONAL SPECIAL TAX LEVIED WITHIN THE CRITICAL AREA SPECIAL TAXING DISTRICT AND SETTING THE SERVICE CHARGE FOR THE SEMI-ANNUAL PROPERTY TAX PAYMENT OPTION.

- B. Ordinance concerning FY 2021 Water Sewer Rate and Service Participation Fees

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE ADOPTED PURSUANT TO THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE CITY CHARTER SECTIONS 33 AND 34 AND CITY CODE CHAPTER 196 AND EXHIBIT A THERETO, ESTABLISHING THE CITY WATER AND SEWER RATES AND SERVICE PARTICIPATION FEES FOR THE USERS OF THE CITY WATER AND SEWER SYSTEM.

12. Reconvene

13. Old Business: None

14. New Business:

- A. Special Events as presented by Patrick Sypolt
  - i. HDG Sailing Camp

15. Directors Report:

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

16. Business from Mayor Martin

17. Business from Council:

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

18. Adjournment



April 20, 2020

**Council Meeting Proceedings**

The Public Hearing on Charter Amendment Resolution concerning Emergency Executive Powers was called to order at 7:00pm on April 20, 2020 with Mayor Martin presiding.

Council Members present: CP Glenn, CM Boyer, CM Ringsaker, CM Martin, CM Zinner and CM Robertson. With no comments from Citizens or Council the meeting was closed at 7:01 pm.

The regular meeting of the Mayor and City Council was called to order on April 20, 2020 at 7:02 pm with Mayor Martin presiding.

The Pledge of Allegiance was recited, and opening prayer was given by CM Ringsaker in Proxy for Pastor Bo VanDyke of Christ the King Church.

CP Glenn made an amendment to the agenda adding item 11 B2 – Budget Amendment 2020-13 with no objections from Council.

**Comments from Mayor Martin:** Mayor Martin spoke on the current meeting and how it will take place going forward to meet the open meetings act requirements and follow the guidelines put in place by Governor Hogan's Executive Order addressing the current pandemic of COVID-19.

**Approval of Minutes:**

CP Glenn moved to approve the Council Meeting minutes of March 16, 2020. Seconded by CM Boyer. Motion carries 5-0 with CM Zinner abstaining. She was absent at the prior Council Meeting.

**Comments from Citizens on Agenda items:**

Barbara & Gary Pensell of 150 Congress Ave. – Unhappy with the location of the Farmers Market.

Joe Kochenderfer of Tydings Road. – Suggested changes to the Charter Resolution on the Mayor's emergency powers.

**Resolution: 2020-06** 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.

A motion to introduce was made by CM Ringsaker with a second by CM Robertson. Motion carries 6-0.

A motion to adopt on first reading was made by CM Ringsaker with a second by CM Martin. Motion carries 6-0.

**Charter Amendment Resolution: 286** - 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

A motion to introduce was made by CP Glenn with a second by CM Ringsaker. Motion carries 6-0.

A motion to adopt on first reading was made by CP Glenn with a second by CM Ringsaker. Motion carries 6-0.

**Charter Amendment Resolution: 287** - 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

A motion to introduce was made by CP Glenn with a second by CM Martin. Motion carries 6-0.

A motion to adopt on first reading was made by CP Glenn with a second by CM Martin. Motion carries 6-0.

**Resolution: 2020-07** 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

A motion to introduce was made by CP Glenn with a second by CM Martin. Motion carries 6-0.

A motion to adopt on first reading was made by CM Glenn with a second by CM Martin. Motion carries 6-0.

**Resolution: 2020-08** 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 INTEREST IN PROPERTY.

A motion to introduce was made by CM Ringsaker with a second by CP Glenn. Motion carries 6-0.

A motion to adopt on first reading was made by CM Ringsaker with a second by CP Glenn. Motion carries 6-0.

#### **New Business:**

**Budget Amendment 2020-11.** CM Robertson moved to approve. Second made by CM Zinner. Motion carries 6-0.

**Budget Amendment 2020-12.** CM Robertson moved to approve. Second made by CM Ringsaker. Motion carries 6-0.

**Budget Amendment 2020-13.** CM Robertson moved to approve. Second made by CM Martin. Motion carries 6-0.

**HDG Farmers Market (Hutchins Park)** CM Ringsaker moved to approve. Second made by CM Boyer. Motion carries 6-0.

**Business from Mayor Martin:** The Maryland General Assembly approved two bond bills that directly impacted our City. Havre de Grace Community Redevelopment Plan \$150,000 and Havre de Grace Performing Arts Center \$100,000. Funds from both bonds bills will go towards putting a plan together for what is now the Havre de Grace Auditorium and developing the property into a performing arts center.

The City has made several critical upgrades and improvements to the Water Plant. We have also begun construction of ADA bathrooms and access for the second floor of the Opera House.

**Business from Council:**

**Council Member Martin:** CM Martin shared his personal feelings on the closing of Harford Memorial Hospital. He gave thanks to Delegates Mary Ann Lisanti, and Steve Johnson, County Council Member Andrea Johnson, John Correti Jr, former Mayor of Havre de Grace, Ryan Nilsen, President Havre de Grace Ambulance Corps, Mayor Martin and my fellow councilmembers for their responses and correspondence to the MHCC. He stated that the MHCC voted to close the hospital and asked "Why now?" The pandemic hasn't ended. CM Martin stated that there has been no chance to evaluate the impact on the future of healthcare. No chance for an after-action review by the federal, state or health care professionals. CM Martin went on to share more on his disappointment with how all of this was handled.

**Council Member Robertson:** CM Robertson shared his passionate statement as to his disappointment with the closing of Harford Memorial Hospital.

**Council Member Zinner:** CM Zinner stated that running for Council was a result of her activities to foster the need for an acute care hospital in Havre de Grace. This pandemic has exposed the under belly of greed within the hospital system and finding loopholes to maximize profits. CM Zinner worked for different systems, one run by nuns, and the second by an executive and the third by a physician. The second was the most irresponsible and led to the bankruptcy that stretched across PA with hospitals in Pittsburgh and Philadelphia that included two medical schools and a nationally renowned children's hospital through waste and greed. CM Zinner believes there is going to be a revolution of sorts when you hear of doctors being fired for speaking out about the shortages of PPE and other shortages that they had to deal with. That Maryland with their special Medical Care waiver and Global Revenue Budget have taken advantage of loopholes for profit. That the UM UC 2014 tax return showed 10 executives cumulative income was in excess of \$5M, while the hospital was losing \$1M, but somehow they could not find the money to keep HMH solvent when the "mothership" was reporting hundreds of millions of dollars in profits. CM Zinner shared in closing that the Union Hospital saw the threat to their way of practicing and pulled away from UMUC and are now partnered with Christiana.

**Council Member Ringsaker:** CM Ringsaker shared his passionate statement as to his disappointment with the closing of Harford Memorial Hospital.

**Council Member Boyer:** CM Boyer shared her passionate statement as to her disappointment with the closing of Harford Memorial Hospital.

**Council President Glenn:** Council President gave a shout out to the Senior Class of 2020. Despite the fact that their senior year was cut short, he encouraged them to take comfort in knowing that they will always have that treasure chest filled to the top with precious memories that they can cherish forever. He challenged each senior to Strive to be the very best in whatever path you choose to follow. CP Glenn made a motion to use the light poles and any required hardware throughout the City to pay tribute to this senior class by hanging their banners to be displayed for a period of approximately two months. Motion was second by CM Robertson and passed 6-0. He sent condolences out to the Dry, Bolen and Demelker families who lost loved ones in the past two weeks. Dennis Bolen was a long time dedicated City volunteer who will be sorely missed. He also discussed the hot button of the day – the closing of Harford Memorial Hospital. He thanked his counterparts and the Mayor for their concerted efforts in trying to convince MHCC that delaying the decision was a reasonable request given the ongoing pandemic and the fact that additional information would be made available once the crisis is over. His biggest concern was the City Leaders were accused of political rhetoric. He stated that he worked as a federal civil servant for 38 years with some of the best and brightest in the nation and was always told to do his homework and ensure that you have all the necessary supporting documentation in which to make an “informed” decision. That is all we were asking for and based on his 38 years with the federal government was without a doubt the right thing to do. He stated “Since when is going to bat for the people you represent dramatization and political rhetoric”.

**CP Glenn made a motion to adjourn at 9:13 pm with a second by CM Martin. Carries 6-0.**

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

**Respectfully Submitted by, Resa Laird**

CITY COUNCIL  
OF  
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2020-\_\_\_\_\_

Introduced by \_\_\_\_\_ Council Member Boyer

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF  
HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTION  
33 AND 34 OF THE CITY CHARTER AND THE LOCAL  
GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF  
MARYLAND TO AUTHORIZE THE MAYOR AND CITY  
COUNCIL OF HAVRE DE GRACE, MARYLAND TO ENTER  
INTO A MEMORANDUM OF UNDERSTANDING (MOU)  
WITH THE HAVRE DE GRACE GREEN TEAM LTD, AS IT  
RELATES TO COMPOSTING COLLECTION WITH GARRITY  
RENEWABLES, LLC. ON CITY PROPERTY**

**WHEREAS**, the Havre de Grace Green Team Ltd., an Internal Revenue Code 501c3 tax-exempt Maryland corporation, (“Green Team”) was established in April 2013 by a group of volunteers to review, evaluate, and implement sustainable green initiatives; and

**WHEREAS**, the Green Team’s goal is to create a “Greener” more sustainable community within the City of Havre de Grace; and

**WHEREAS**, the Green Team wishes to explore food waste composting at a collection site on City-owned property at Hutchins Park; and

**WHEREAS**, the Green Team is entering into a contractual agreement with Garrity Renewables, LLC., a veteran owned business focused on organic waste collection and composting in Maryland;

**NOW THEREFORE**, it is this 4<sup>th</sup> day of May, 2020 determined, decided and resolved by the Mayor and City Council that the Mayor is authorized to enter into a Memorandum of Understanding with the Havre de Grace Green Team LTD and Garrity Renewables LLC., in a form substantially similar to that which is attached as **EXHIBIT A** to this Resolution, for a period of not more than one year to determine the effectiveness of the food waste composting program.

ATTEST:

THE MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE, MARYLAND

\_\_\_\_\_  
Patrick D. Sypolt  
Director of Administration

\_\_\_\_\_  
William T. Martin  
Mayor



43

44

45 Introduced: [05/04/2020]

46 Passed/Adopted: [05/04/2020]

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48 Effective Date: [05/04/2020]

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EXHIBIT A to RESOLUTION 2020-\_\_

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING WITH THE  
HAVRE DE GRACE GREEN TEAM AS IT RELATES TO  
RESPONSIBILITIES FOR THE FOOD WASTE COMPOSTING PROGRAM

This Memorandum of Understanding is effective the 4<sup>th</sup> day of May, 2020 between THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE (City) and THE HAVRE DE GRACE GREEN TEAM, LTD., (“Green Team”) and GARRITY RENEWABLES LLC. (“Garrity”) as it relates to food waste collection and composting.

**CITY’S RESPONSIBILITIES**

1. The City shall provide a mutually agreed location for composting on City-owned property adjacent to Hutchins Park (see map attachment 1)
2. The City shall install an 8ft. by 12ft., roughly 6 feet tall fenced enclosure with a gate at least 3 feet wide to accommodate up to six composting bins.
3. The enclosure can be locked at night for security purposes provided the city handles the locking and unlocking. The hours of operation shall be 7 am – 7 pm daily. A key will be provided to Garrity and the Green Team.
4. Signage for the enclosure, which the City shall install will be provided by the Havre de Grace Green Team, Ltd.
5. The City shall not be responsible for any non-compostable matter, contaminated materials, or any other materials left at the site, which is not associated with the intent of this program.
6. The City shall not be responsible for damaged or stolen compost bins.

Any payments for service shall be the responsibility of the Havre de Grace Team Ltd. and Garrity Renewables, LLC.

**GREEN TEAM’S RESPONSIBILITIES:**

1. The Green Team shall ensure that the bins are maintained, and shall keep the area remaining free of debris and clutter that does not belong.
2. The Green Team shall ensure that bins are replaced at least one time per week by the contractor.
3. The Green Team shall maintain a General Liability Policy for the location
4. A contractual agreement shall remain in force with Garrity for the duration of the operation OR the operation may be terminated by any party upon 30 days prior written notice and served upon the other parties.

89 5. The Green Team is responsible for maintaining the signage that depicts the type of waste that  
90 may not be disposed; including, without limitation, that no hazardous non-organic items in  
91 the bins (glass, bathroom trash, batteries, oils, crab shells, fish or electronics waste) shall be  
92 permitted.

93 6. This Agreement shall end no later than January 1, 2021.

94 7. On or about March 20, 2021, the Green Team shall present to the Mayor and City Council an  
95 overview of the successes and failures of the Food Composting Program.

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97 ATTEST: HAVRE DE GRACE GREEN TEAM, LTD  
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103 ATTEST: GARRITY RENEWABLES LLC  
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105 \_\_\_\_\_

106 By: Justen Garrity  
107 Title: Founder/CEO  
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110 ATTEST: MAYOR AND CITY COUNCIL  
111 OF HAVRE DE GRACE  
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116 \_\_\_\_\_  
117 By: Patrick D. Sypolt  
118 Director of Administration  
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116 \_\_\_\_\_  
117 By: William T. Martin, Mayor  
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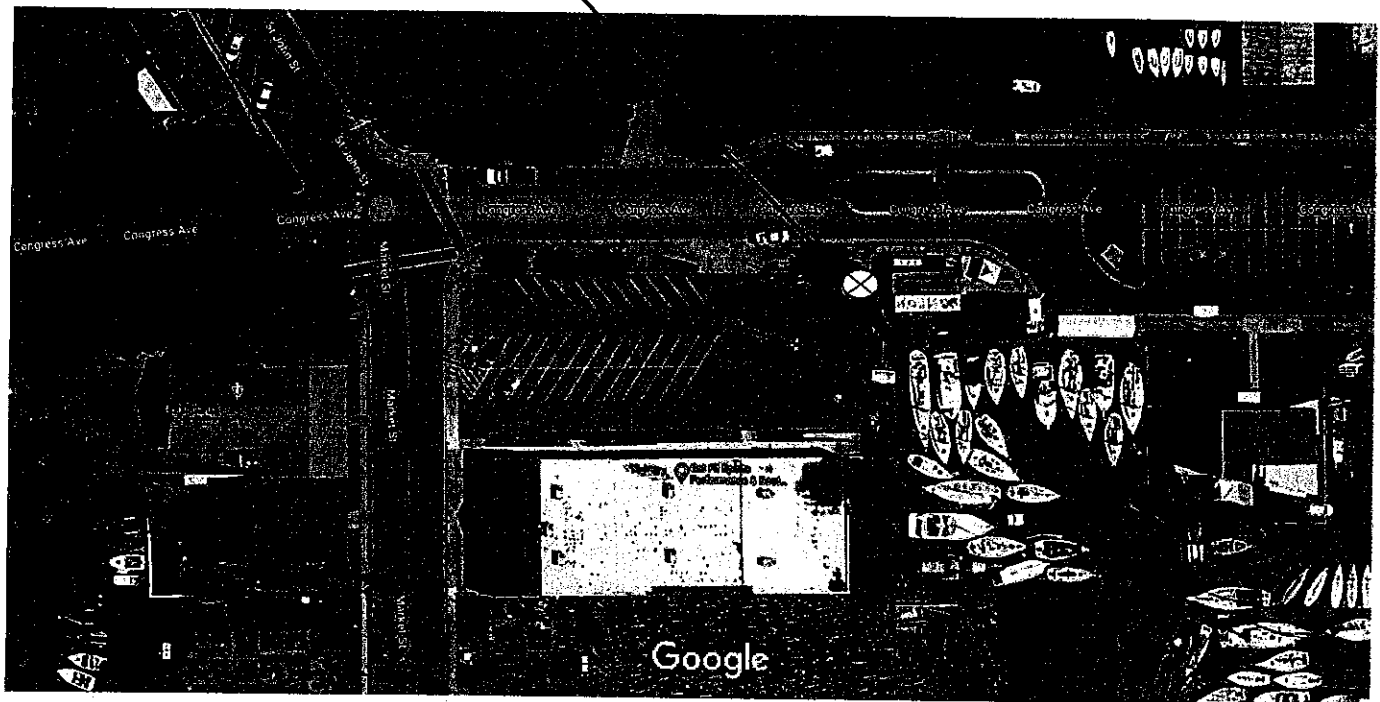
120 Approved for legal sufficiency:  
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123 \_\_\_\_\_  
124 April C. Ishak, City Attorney  
125

Resolution No. 2020-

Attachment 1

**Location of Food Waste Composting**



Resolution 2020-

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

Introduced by \_\_\_\_\_ Council President Glenn \_\_\_\_\_

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTION 34 OF THE CITY CHARTER AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND TO AUTHORIZE THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE SGT. ALFRED B. HILTON MEMORIAL FUND, INC., AS IT RELATES TO THE PLACEMENT OF A MONUMENT IN THE MILLARD E. TYDINGS MEMORIAL PARK, LOCATED IN THE CITY OF HAVRE DE GRACE**

**WHEREAS**, Sgt. Alfred B. Hilton, resided in the Gravel Hill area, located just beyond the City limits of Havre de Grace; and

**WHEREAS**, Sgt. Alfred B. Hilton was an African-American Union Soldier who fought during the Civil War; and

**WHEREAS**, Sgt. Alfred B. Hilton was awarded the Medal of Honor posthumously for valor in action against an enemy force for his actions at Chaffin’s Farm during the Battle of New Market Heights, Virginia on September 29, 1864; and

**WHEREAS**, The Sgt. Alfred B. Hilton Memorial Fund, Inc., an Internal Revenue Code 501c3 tax-exempt Maryland corporation, was established in September 2017 by a group of volunteers whose primary responsibility is to obtain the necessary revenue and locate a suitable site to erect a monument in his honor; and

**WHEREAS**, the Sgt. Alfred B. Hilton Memorial Fund Inc. wishes to erect a monument to honor the valor and bravery displayed by Sgt. Alfred B. Hilton, in an area near the existing WWI Veterans Memorial in Millard E. Tydings Memorial Park, as depicted in Exhibit A of this resolution;

**NOW THEREFORE**, the Members of the Havre de Grace City Council determine, decide and resolve to authorize the Mayor to enter into a Memorandum of Understanding with ‘The Sgt. Alfred B. Hilton Memorial Fund, Inc. on this 4<sup>th</sup> day of May, 2020 in substantially the same form as stated in Attachment 1 of this Resolution.

[Signatures to follow on next page]

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ATTEST:

THE MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE, MARYLAND

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Patrick D. Sypolt  
Director of Administration

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William T. Martin  
Mayor

Introduced: [05/04/2020]  
Passed/Adopted: [05/04/2020]  
Effective Date: [05/04/2020]

58 RESOLUTION NO. 2020-\_\_\_\_\_  
59 ATTACHMENT 1  
60 MEMORANDUM OF UNDERSTANDING  
61

62 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HAVRE DE GRACE  
63 AND "THE SGT. ALFRED B. HILTON MEMORIAL FUND, INC." AS IT RELATES TO THE  
64 PLACEMENT OF A MONUMENT IN MILLARD E. TYDINGS MEMORIAL PARK.  
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66 This Memorandum of Understanding dated on this 4<sup>th</sup> day of May, 2020 is between the  
67 Mayor and City Council of Havre de Grace, Maryland (City) and the SGT. ALFRED B. HILTON  
68 MEMORIAL FUND INC., an Internal Revenue Code 501c3 tax-exempt Maryland corporation. The  
69 parties agree to the following terms:  
70

- 71 1. The Sgt. Alfred B. Hilton Memorial Fund, Inc. shall provide to the City, a current Certificate of  
72 Good Standing from the State of Maryland.  
73
- 74 2. Prior to any permits being issued, The Sgt. Alfred B. Hilton Memorial Fund, Inc. shall provide a  
75 concept plan to the City Administration. The concept plan shall include a depiction of the  
76 monument, and its siting location with dimensions relative to the area ( sidewalk, established  
77 landscaping and trees and WWI Memorial)  
78
- 79 3. Site plans and design plans must be submitted and approved by the Planning Department and  
80 Department of Public Works, with a final approval from the Director of Administration.  
81
- 82 4. Upon receiving all approvals, the City Department of Planning and Department of Public Works will  
83 approve and have oversight for each step of the permitting, excavation, installation and final  
84 acceptance process. Any City fees shall be waived however any State or County permits and fees  
85 shall be the responsibility of The Sgt. Alfred B. Hilton Memorial Fund, Inc.  
86
- 87 5. The Sgt. Alfred B. Hilton Memorial Fund, Inc. shall incur all costs associated with preparation,  
88 design, purchase and installation of the monument, including but not limited to ground and site  
89 repair, necessary electrical upgrades and the installation of illumination.  
90
- 91 6. Once accepted by the City, the City shall assume ownership and responsibility for the maintenance  
92 and lighting of the monument. The Sgt. Alfred B. Hilton Memorial Fund, Inc. shall no longer have  
93 any ownership or direct responsibilities over the monument once installation is completed.  
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- 95 7. This agreement may not be amended unless such amendment is in writing and signed by both  
96 parties.  
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98 [Signatures to follow on next page]  
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ATTEST:

SGT. ALFRED B. HILTON MEMORIAL FUND, INC.

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\_\_\_\_\_

By:  
Title:

ATTEST:

MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE

\_\_\_\_\_

\_\_\_\_\_

By: Patrick D. Sypolt  
Director of Administration

By: William T. Martin, Mayor

Approved for legal sufficiency:

\_\_\_\_\_

By: April C. Ishak, City Attorney

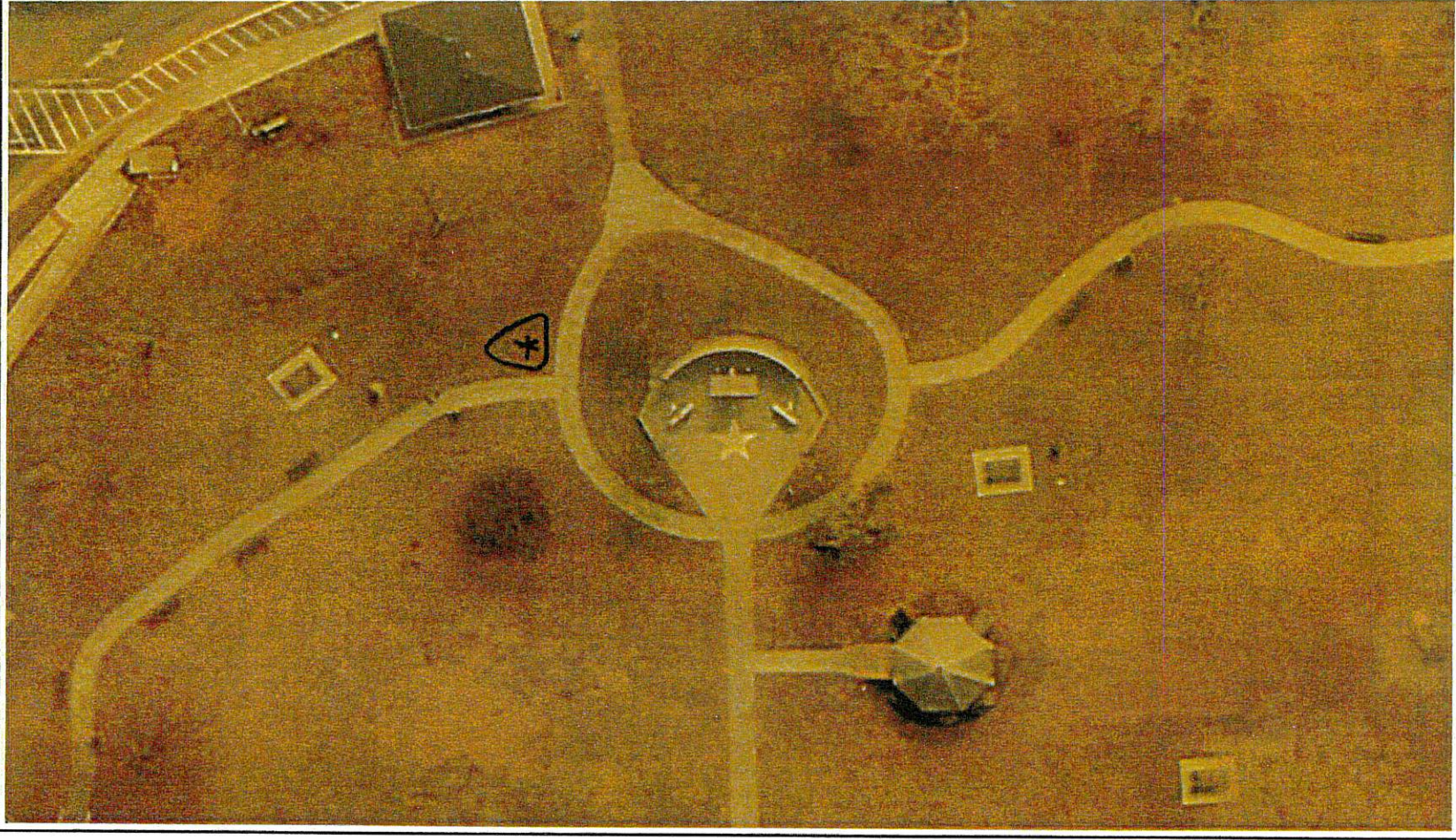
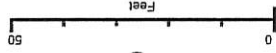




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# War Memorial Aerial Photo 2019 Aerial Photo



1 CITY COUNCIL  
2 OF  
3 HAVRE DE GRACE, MARYLAND

4  
5 RESOLUTION NO. 2020-\_\_\_\_\_

6  
7 Introduced by \_\_\_\_\_ Council Member Ringsaker  
8

9 **A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF**  
10 **HAVRE DE GRACE, MARYLAND, PURSUANT TO THE**  
11 **AUTHORITY OF ARTICLE XI-E OF THE MARYLAND**  
12 **CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE**  
13 **ANNOTATED CODE OF MARYLAND, CITY CHARTER**  
14 **SECTIONS 33, 34, 65 AND 66 CONCERNING DEEDS OF**  
15 **DEDICATION FOR PORTIONS OF CHESAPEAKE DRIVE AND**  
16 **SENECA AVENUE**

17  
18 **WHEREAS**, Allen J. Fair, Mary Lynn Snyder, Anthony Meoli, Drew Fender, Brian H.  
19 McGregor, Dahlia R. Hirsch, Allie M. Cullen, Edna E. Hirsch, and Elaine R. Hirsch, were  
20 owners as tenants-in-common (“Owners”) of property recorded on various plats recorded among  
21 the Land Records of Harford County, including Plat GRG 9/85 and Plat GRG 14/84 (“Plats”),  
22 which property is adjacent to Concord Cove Apartments; and  
23

24 **WHEREAS**, on April 20, 2020, the City Council approved Resolution 2020-06 which  
25 involved the extinguishment of any interest in an undedicated portion of a street shown on the  
26 recorded Plats;  
27

28 **WHEREAS**, the Owners also determined that portions of Chesapeake Drive and Seneca  
29 Avenue were never dedicated to the City as shown on the Plats, although the intent was to  
30 dedicate them to the City in fee simple ownership; and  
31

32 **WHEREAS**, the City Attorney and Director of the Department of Public Works  
33 determined that the undedicated portions of Chesapeake Drive and Seneca Avenue were already  
34 maintained as public ways pursuant to the Plats; and  
35

36 **WHEREAS**, the City has accepted the Deeds of dedication according to the original  
37 intent as stated on the Plats;  
38

39 **NOW THEREFORE**, it is this 4<sup>th</sup> day of May, 2020 determined, decided and resolved  
40 by a majority of the City Council members that the portions of Chesapeake Drive and Seneca  
41 Avenue are currently used for a public street and that the deeds of dedication transferring fee  
42 simple ownership to the City are appropriate and are hereby ratified, approved and confirmed.  
43

44 [Signatures to follow on next page]

45  
46  
47  
48

ATTEST:

THE MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE, MARYLAND

49  
50  
51  
52  
53

---

Patrick D. Sypolt  
Director of Administration

---

William T. Martin  
Mayor

54  
55  
56  
57

Introduced: 05/04/2020  
Passed/Adopted: 05/04/2020  
Effective Date: 05/04/2020

# CITY COUNCIL

## READ FILE COVER SHEET

Subject: RESOLUTION AND LEASE AGREEMENT FOR THE  
M/V SUMMER BREEZE

Date: April 30, 2020

### Purpose:

- FYI
- Read and Comment
- Action Required by (date): May 4, 2020
- In Confidential File Drawer

David Glenn	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> No Comment
Dave Martin	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> No Comment
Jim Ringsaker	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> No Comment
Jason Robertson	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> No Comment
Casi Tomarchio	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> No Comment
Carolyn Zinner	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> No Comment

General Comments: *This 2020 Resolution & Lease Document include changes made to the 2019 lease between the City and MV Summer Breeze (Leasee), due to a breach in contract by the Leasee. The 2019 lease provided a reduced annual dockage fee in exchange for approved dock improvements at the Hutchins Park slip. In 2019, the Leasee did not make the required dock improvements and therefore owes the City full dockage for the 2019 season. Payment is expected and is a contingency of this new lease and must be paid in full prior to its execution. The new lease offers a reduction in dockage moving forward in exchange for the Leasee making the approved dock improvements.*

CITY COUNCIL  
OF  
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2020-\_\_\_\_\_

Introduced by \_\_\_\_\_ Council Member Ringsaker

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND PURSUANT TO THE AUTHORITY OF THE HAVRE DE GRACE CITY CHARTER, SECTIONS 34 AND 76, APPROVING A LEASE AGREEMENT BETWEEN THE CITY AND M/V SUMMER BREEZE LLC FOR USE OF A CITY PIER**

**WHEREAS**, in 2018 M/V Summer Breeze, LLC (“Owner”) operates a pontoon boat called the Summer Breeze and desires to pursue commercial operations out of the Hutchins Park pier and dock area of the City of Havre de Grace; and

**WHEREAS**, in 2019, M/V Summer Breeze, LLC (“Owner”) operated a pontoon boat called the Summer Breeze and failed to fulfill its obligations specified in the 2019-01 Resolution and Lease Agreement, whereby a floating access pier was to be constructed and placed at the Hutchins Park pier; and

**WHEREAS**, failure to perform caused a cancellation of the terms of the 2019 lease agreement, and a full payment of \$5,568.00 was charged; and

**WHEREAS**, as a condition of entering a new lease with the Owner for the 2020 season, the Owner must satisfy the outstanding charges set forth above; and

**WHEREAS**, the City would like to continue its relationship with the Owner; and

**WHEREAS**, the pontoon boat and related commercial operation will take place partially on City property, and the City requires a lease for the continued commercial use of City property; and

**WHEREAS**, the parties’ desire to enter into a lease agreement between the City and the Owner as required by the City Charter;

**NOW THEREFORE**, the Mayor and City Council of Havre de Grace, Maryland resolve that a lease agreement be offered to the Owner on the following terms:

- a. The Mayor is authorized to offer the Owner a lease of one (1) year with the option to extend and amend the lease for up to four (4) years, in one (1) year increments as may be approved by both parties pursuant to the terms of a Lease, substantially in the form attached hereto as Exhibit A.

46 b. The proposed lease agreement is not a binding agreement until finally negotiated by the  
47 City Administration and signed by the Mayor.  
48

49 ADOPTED by the Mayor and City Council of Havre de Grace, Maryland this 4<sup>th</sup> day of May,  
50 2020.

51  
52 ATTEST: THE MAYOR AND CITY COUNCIL  
53 OF HAVRE DE GRACE, MARYLAND  
54

55  
56 \_\_\_\_\_  
57 Patrick D. Sypolt  
58 Director of Administration

55  
56 \_\_\_\_\_  
57 William T. Martin  
58 Mayor

59  
60 Introduced: 05/04/2020  
61 Passed/Adopted: 05/04/2020  
62  
63 Effective Date: 05/04/2020  
64

EXHIBIT B

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease" or "Agreement") is effective this 4th day of May, 2020 ("Effective Date"), between THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, a Maryland municipal corporation, ("City" or "Lessor"), and M/V SUMMER BREEZE, LLC, a Maryland limited liability company ("Company" or "Leasee").

WHEREAS, the City is the owner of certain real property, including the associated pier, pilings, moorings, and riparian rights, and other related improvements located within Hutchins Park at the foot of Congress Avenue in the City, as more particularly described herein (sometimes hereinafter referred to as the "Pier"); and

WHEREAS, the Leasee is the owner and operator of a pontoon boat called Summer Breeze ("Boat") and wants to dock the Boat at the Pier where it will be used for commercial purposes; and

WHEREAS, the City seeks to promote safety, health, good will and the economy within its boundaries;

NOW THEREFORE, the parties agree as follows:

1. TERM. This Lease shall be effective for a term of one (1) year which shall commence on the Effective Date, and shall be automatically renewable for four one (1) year terms. Further renewals may only be made by written agreement of the parties. In the event the Lease is not renewed in writing after its expiration as determined herein, it shall continue month to month on the same terms and conditions of this Lease Agreement, subject to termination of ten (10) days' notice by either party.

2. DOCK FEE. The parties agree that the dock fee is set at the rate of double the non-commercial rate for slip users at the City Yacht Basin. The current non-commercial rate for 2019 is fifty-eight (\$58.00) dollars per linear foot per year. The Summer Breeze is forty-eight (48) feet long. Thus, the rate for 2019 for this Lease would normally be \$116.00 per foot per year or \$5,568.00 for the full year. However, the Lessor and the Leasee have agreed that certain permanent improvements (see Section 3 F 1) shall be made to the Hutchins Park dock, solely at the owner's expense, therefore the Dock Fees will be established as follows:

- 2020 Season – (50% of the established commercial dockage rate)
- 2021 Season – (50% of the established commercial dockage rate)
- 2022 Season – ( 75% of the established commercial dockage rate)
- 2023 Season – (75% of the established commercial dockage rate)
- 2024 Season – (100% of the established commercial dockage rate).

Payment can be made in full prior to occupancy, or one half due prior to occupancy and one half due on July 1st of each year. Late payments will be charged a 1½% per month services charge until such statement is paid in full. The dock fee is non-

112 refundable and the full rate shall apply regardless of whether the Boat is docked at the  
113 Pier.

114  
115 3. TERMS OF USE.

116  
117 A. Lessee agrees that it may use only that a portion of the City's property granted by  
118 the City under this Lease and no other portion.

119  
120 B. The permitted use is personal to the Lessee and no other person or entity.

121  
122 C. The permitted use may not be assigned, sublet, or transferred in any manner by  
123 the Lessee. This Lease is not subject to an assignment for the benefit of creditors.

124  
125 D. The permitted use is subject to the Lessee observing and obeying all rules,  
126 ordinances, requirements, regulations, orders or directives made by the City  
127 through its proper officers, directors or agents. Such rules and regulations shall  
128 include, without limitation, those relating to signage, noise ordinance, or the  
129 necessity of acquiring any permits, including any permits from the Harford  
130 County Liquor Control Board. In addition, Lessee agrees to abide by all  
131 applicable federal, state or local dock procedures, rules, and regulations,  
132 including, without limitation: federal, state, and county laws relating to marine  
133 safety, communication, sanitation, pollution and navigation (such as the Inland  
134 Navigational Rules Act of 1980, Rules and Regulations of the Coast Guard,  
135 Maryland Department of Natural Resources, and Maryland Department of the  
136 Environment).

137  
138 E. The permitted use only applies to the Pier and this Agreement does not apply to  
139 any other boat slip, mooring, dock or pier, unless it is a temporary situation to  
140 accommodate emergency conditions or repair to the Pier.

141  
142 F. Improvements

143  
144 1. A reduction in commercial dockage rates for the 2020, 2021, 2022 & 2023  
145 seasons shall occur IF the following improvements are completed by the M/V  
146 Summer Breeze prior to August 1,2020

147 (a) Submittal of a design for a floating dock system that shall be installed  
148 to accommodate the boarding of passengers. Once the design is approved,  
149 the system shall be installed and inspected by the City. All maintenance  
150 shall be the responsibility of the M/V Summer Breeze for the duration of  
151 this agreement. Upon termination of this agreement (for any reason), the  
152 floating dock system shall become the property of the City of Havre de  
153 Grace.

154  
155 2. No other improvements shall be made to the Pier without the express written  
156 prior approval of the City, which shall not be unreasonably withheld.

157



158 G. Prior to mooring the vessel in the City owned slip, the MV Summer Breeze  
159 ownership must provide the City of Havre de Grace the following documentation:  
160 (a) a Certificate of Good Standing from the State of Maryland; (b) Current  
161 Maryland Boaters Registration and Title (See Section 13); (c) Current Insurance  
162 Certificate (See Section 9); and (d) US Coast Guard Vessel Certification.  
163

164 4. INDEMNITY. The Lessee shall indemnify and save harmless the City and its  
165 employees and agents from all claims and demands suits, actions, loss, damages,  
166 recoveries, judgments, costs or expenses in any injury, death, loss or damage related  
167 to the Lessee's use of City property or breach of this Lease Agreement.  
168

169 5. RESTORATION. The Lessee is responsible for all costs or expenses to restore the  
170 City's property after termination of the use under this Lease.  
171

172 6. MAINTENANCE. The Lessee shall maintain any facility or object in, above, or on  
173 the City's property and related to the use in a manner that is clean, workmanlike, in  
174 good repair and safe.  
175

176 7. PERMITTED USE. The temporary permitted use allowed by this Lease is the  
177 following: the docking, maintenance and operation of the Boat, only at or about the  
178 dock located at Hutchins Park, which does not interfere with the docking, mooring, or  
179 operation of emergency vehicles.  
180

181 8. BOAT MAINTENANCE. No heavy boat maintenance, such as major engine repair,  
182 shall be permitted at the Pier. The City reserves the right in its sole discretion to  
183 determine what type of maintenance and repair shall be permitted.  
184

185 9. INSURANCE. Lessee shall keep in full force and effect and provide to the City  
186 insurance policies and certificates, which provide protection and indemnity coverage  
187 of no less than Three Million Dollars (\$3,000,000.00) for personal injury and for  
188 property damage to the City Pier. The City shall appear as an additional insured on  
189 any policy of insurance for your operations. The Lessee shall also provide proof of  
190 workers' compensation coverage. Failure to maintain insurance as set forth herein  
191 will result in immediate termination of this Lease.  
192

193 10. SPECIAL EVENTS AND PROMOTIONS. The Lessee agrees to cooperate with  
194 promotional and special events that may occur throughout the City, including those  
195 that occur in or near Hutchins Park. For special events in the City, additional landing  
196 sites may be permitted but only with prior written permission of the City. Lessee  
197 agrees to permit the City to photograph or otherwise produce a likeness of the Boat  
198 for publication or promotional purposes and shall permit the erection of signs and  
199 other promotional displays on or near the Pier promoting seasonal events authorized  
200 by the City.  
201

202 11. UTILITIES. Lessee agrees to pay for all utilities that the Boat and affiliated  
203 commercial operation use at Hutchins Park. Utilities must be separately metered. In  
204 the event the City provides any utilities, payment of the utility cost is due upon

205 receipt of a bill from the City. The City may, without notice, temporarily shut off  
206 utilities as may be necessary for repairs and routine maintenance.

207  
208 12. PARKING. This Lease does not include any parking areas as a matter of right. The  
209 privilege granted to the Leasee's patrons to use City parking lots is solely as an  
210 accommodation to the Leasee, and may be restricted by the City at any time without  
211 notice.

212  
213 13. BOAT TITLE. As a condition of this Agreement, Leasee shall provide the City with  
214 proof of title and length of Boat. Failure to provide proof of title will result in  
215 immediate termination of this Lease.

216  
217 14. CONDITION OF DOCKING AND ADJACENT FACILITIES. Leasee  
218 acknowledges that it has inspected the Pier and adjacent facilities and is satisfied that  
219 the Pier is adequate for safe mooring of the boat. The Leasee is accepting the Pier in  
220 "as is" condition. The City shall designate the location of loading ramps. Leasee  
221 shall not alter the Pier or bulkhead without written permission of the City.

222  
223 15. RESPONSIBILITIES REGARDING SAFETY AND DAMAGE.

224  
225 A. This contract is not a bailment of the Boat but a Lease to use City dock space.  
226 Such space is used at the sole risk to the Leasee and no additional responsibilities  
227 are assumed by the City by entering into this Agreement. The City shall not be  
228 liable for the care of the protection of the Boat, including the gear, equipment, and  
229 contents, or for any loss or damage of whatever kind or matter to the Boat,  
230 contents, gear or equipment. The City shall make available temporary dockage  
231 inside the Yacht Basin during significant impending weather events, such as  
232 extreme dam releases where 16 gates or more will be opened; high wind  
233 conditions that are greater than 60 mph sustained).

234  
235 B. Leasee represents and warrants that the Boat is in a seaworthy condition and will  
236 be maintained in a seaworthy condition at all times while the Boat is kept at the  
237 Pier. Should the City discover the Boat is in peril, Leasee agrees to pay to the  
238 City as an additional dock fee, all charges for labor and materials incurred or  
239 expenses paid by the City for the Boat in connection with correcting this situation,  
240 provided however, the City has no obligation to render aid or assistance of the  
241 Boat under any circumstances.

242  
243 C. Upon execution of this Lease, the Leasee shall provide the City with the phone  
244 number for the Leasee and the Leasee's designated agent for contact in the event  
245 of emergencies.

246  
247 D. The City is not responsible for losses or damages to the Boat in any way. The  
248 Leasee is fully responsible for protection of the Boat from hurricanes, high water,  
249 winds, and other natural occurrences. The Leasee is fully responsible for damage  
250 to structures, pilings docks, piers, or moorings and any and all other property or  
251 persona at the Pier. In the event of an emergency, the City reserves the right but  
252 not the obligation to move the Boat to other mooring places. It is expected that if

253 Leasee keeps its Boat at the Pier during the hurricane season, Leasee will have  
254 made arrangements for the safe mooring of the Boat on the approach of a storm.  
255 In the event of a tropical storm or hurricane, the City reserves the right, but not  
256 the obligation to evacuate the Boat at the Leasee's expense and risk.

257  
258 E. The City reserves the right, but not the obligation, to expend funds to repair items  
259 of loss or damage for which the Leasee remains responsible under this  
260 Agreement, and shall be entitled to full reimbursement from the Leasee.

261  
262 16. TAXES. Leasee agrees to pay when due all appropriate federal, state and taxes,  
263 including the admissions and amusement tax, if applicable.

264  
265 17. LIEN. The City shall have the right to assert a lien against the Boat in the event of a  
266 failure to pay the Dock Fee or any City taxes when due. In addition, to the extent the  
267 City has incurred any expenses under this Agreement which have not been  
268 reimbursed by Leasee the City has a right to assert a lien against the Boat for such  
269 amounts not reimbursed.

270  
271 18. DEFAULT. Upon the Leasee's failure to comply with this Agreement, the City shall  
272 have the right to terminate the Lease immediately.

273  
274 19. RIGHT TO RE-ENTER. Upon a Leasee's failure to pay the Dock Fee, or rectify a  
275 dangerous condition, or upon failure to repair damage to the Pier caused by Leasee or  
276 the Boat, the City reserves the right to lawfully re-enter the Pier and take possession  
277 by removing the Boat from the Pier. Leasee shall be responsible for all costs incurred  
278 in such removal and City reserves the right to assert a lien in the event such costs are  
279 unpaid.

280  
281 20. ENTIRE AGREEMENT; AMENDMENT. It is understood and agreed by the parties  
282 that this Lease shall constitute the entire agreement between them with respect to the  
283 Pier and businesses conducted in conjunction therewith and no verbal statements  
284 extrinsic to this Lease shall have any force or effect. No amendment or modification  
285 of the terms of this Lease shall be effective until duly approved by the City by  
286 resolution at a City Council meeting.

287  
288 21. WAIVER. The Leasee agrees that the City's failure to enforce any of the terms  
289 herein shall not constitute a waiver.

290  
291 22. TIME. Time is of the essence.

292  
293 23. VENUE, JURISDICITON, CHOICE OF LAW. This is a Maryland contract and the  
294 Courts of Harford County are the sole venue of any dispute. The laws of Maryland  
295 shall apply.

296  
297 24. SEVERABILITY. If any portion of this Lease shall be declared invalid, or  
298 unenforceable by a court of competent jurisdiction, the remainder of the Lease shall  
299 continue in full force and effect.

300

301 25. CONDITIONS: The City agrees to the following conditions:  
302

303 A. Sign Board, Feather Flags, Kiosk and Rack Cards - The Leasee may include a  
304 temporary "sandwich board" or "feather sign" type signage at the intersection of  
305 Market Street and Congress Avenue. Sign design and precise locations shall be  
306 approved by the Director of Administration, and may require approval by the City  
307 Council.  
308

309 B. Rack cards are welcome and may be placed at City Hall and the Visitors Center.  
310 Advertisements may be placed at the City's kiosks - copies must be provided to  
311 the Director of Administration for approval and placement.  
312

313 C. The Leasee may continue the practice of transporting M/V Summer Breeze  
314 generated trash to the dumpsters at Tydings Park for disposal.  
315

316 D. The City shall permit the Leasee to place a commercial Ice Vault (similar to what  
317 is at the Yacht Basin) in the area of the Hutchins Park Bathrooms. The City will  
318 absorb the cost of the electricity.  
319

320 E. Security Cameras - The City has no immediate plans to install security cameras in  
321 Hutchins Park. Should the Leasee desire to install security cameras, the Leasee  
322 shall approach the Director of Administration with a Security Camera location  
323 and installation plan.  
324

325 F. Access to Special Events at Hutchins Park - The City will make EVERY effort to  
326 insure "Summer Breeze Patrons" have total and complete access to the dock  
327 during any event. As discussed, issues arose during those times when events at  
328 Hutchins Park were not hosted by the City. Both the City and the Summer Breeze  
329 will need to coordinate during those dates; one possible solution could be the  
330 distribution of an electronic ticket or paper ticket the Summer Breeze Patron  
331 could display during such events.  
332

333 G. Lighting at Dock - The City will maintain adequate lighting in the area of the  
334 Hutchins Park dock.  
335

336 26. NOTICES. All notices and other communications hereunder shall be in writing and  
337 shall be deemed to have been duly given if actually delivered to the named person or  
338 if mailed, with a copy by email, to:  
339

340 TO THE CITY: The Director of Administration  
341 City Hall  
342 711 Pennington Ave  
343 Havre de Grace, MD 21078  
344 patricks@havredegracemd.com  
345

346 TO THE LEASEE: M/V Summer Breeze LLC  
347 114 Spears Hill Road  
348 Elkton, MD 21921

349 27. SURRENDER OF MARINA SLIP. Upon expiration or termination of this Lease for  
350 any reason, Leasee shall surrender the quiet and peaceful possession of the Pier, in as  
351 good order and condition as when received, natural wear and tear excluded as may be  
352 determined by the City at its sole discretion.  
353

354 28. NO RESTRICTIONS ON CITY POWERS. Nothing herein shall be construed to  
355 limit the power of the City to pass any ordinance, resolution or other regulation  
356 generally applicable within the City limits relating to the health, safety, and welfare  
357 of the citizens of Havre de Grace.  
358

359 WITNESS/ATTEST:

MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE

360  
361  
362  
363 By: Patrick D. Sypolt  
364 Director of Administration

By: William T. Martin, Mayor

365  
366  
367 WITNESS/ATTEST:

M/V SUMMER BREEZE, LLC

368  
369  
370 \_\_\_\_\_  
(signature)

371 By: \_\_\_\_\_  
372 (print name)  
373  
374

375 APPROVED FOR LEGAL SUFFICIENCY:

376  
377 \_\_\_\_\_  
378 April C. Ishak, Esquire  
379 City Attorney  
380  
381

382 STATE OF MARYLAND, COUNTY OF HARFORD:

383  
384 I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
385 before me, the subscriber, a Notary Public of the State and County aforesaid, 2020, personally  
386 appeared William T. Martin, Mayor of the City of Havre de Grace, who acknowledged that,  
387 being authorized to do so, he executed this Lease Agreement on behalf of the Mayor and City  
388 Council of Havre de Grace as Mayor for the purposes stated therein.  
389

390 As WITNESS my hand and Notarial Seal.  
391  
392

393 \_\_\_\_\_  
Notary Public

394  
395 My commission expires: \_\_\_\_\_  
396

397 STATE OF MARYLAND, COUNTY OF HARFORD:

398

399 I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020  
400 before me, the subscriber, a Notary Public of the State and County aforesaid, 2020, personally  
401 appeared \_\_\_\_\_, who acknowledged that, being authorized to do  
402 so, he executed this Lease Agreement on behalf of M/V Summer Breeze LLC for the purposes  
403 stated therein.

404

405 As WITNESS my hand and Notarial Seal.

406

407

408

409

410

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

CITY COUNCIL  
OF  
HAVRE DE GRACE, MARYLAND  
ORDINANCE NO. 2020- \_\_\_\_\_

**AN ORDINANCE CONCERNING:  
PROPERTY TAX RATES**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO THE AUTHORITY PROVIDED BY THE ANNOTATED CODE OF MARYLAND TAX-PROPERTY ARTICLE TITLE 6 AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FIXING THE TAX RATE FOR THE FISCAL YEAR JULY 1, 2020 TO JUNE 30, 2021 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSABLE REAL PROPERTY, PERSONAL PROPERTY; AND PROVIDING AN ADDITIONAL SPECIAL TAX LEVIED WITHIN THE CRITICAL AREA SPECIAL TAXING DISTRICT AND SETTING THE SERVICE CHARGE FOR THE SEMI-ANNUAL PROPERTY TAX PAYMENT OPTION.**

Introduced by \_\_\_\_\_ Council Member Robertson \_\_\_\_\_

By the Council \_\_\_\_\_ May 4, 2020 \_\_\_\_\_

Introduced, read first time, ordered posted and public hearing scheduled

on: \_\_\_\_\_ May 4, 2020 \_\_\_\_\_

at: \_\_\_\_\_ 7:00 p.m. \_\_\_\_\_

**PUBLIC HEARING**

Having been posted and notice of time and place of hearing and title of Ordinance having been published according to the Charter, a public hearing was held on \_\_\_\_\_ May 4, 2020 \_\_\_\_\_, and concluded on \_\_\_\_\_.

**EXPLANATION**  
Underlining indicates matter added to existing law.  
[Bold Brackets] indicate matter deleted from existing law.  
Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

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36           **WHEREAS**, The Mayor and City Council of Havre de Grace are authorized by the Local  
37 Government Article of the Annotated Code of Maryland and the Tax-Property Article Title 6 of  
38 the Annotated Code of Maryland to fix tax rates on all taxable property within City limits; and  
39

40           **WHEREAS**, the Mayor and City Council have determined to set the real property tax  
41 rate at Fifty-Six and One-Half Cents (\$0.565) on each One Hundred Dollars (\$100.00) of  
42 assessable real property on the assessment books of the City of Havre de Grace, Maryland; and  
43

44           **WHEREAS**, the Mayor and City Council have determined to set the personal property  
45 tax rate at One Dollar Seventy and One-Half Cents (\$1.705) on each One Hundred Dollars  
46 (\$100.00) of assessable personal property on the assessment books of the City of Havre de  
47 Grace, Maryland, and to grant a one year tax credit of one thousand dollars (\$1,000.00) for  
48 personal property tax payers; and  
49

50           **WHEREAS**, the Mayor and City Council have determined to set the real property tax  
51 rate at an additional Four and Four-Tenths Cents (\$0.044) on each One Hundred Dollars  
52 (\$100.00) of assessable real property (but not personal property) on the assessment books of the  
53 City of Havre de Grace, located within the Critical Area Taxing District; and  
54

55           **WHEREAS**, the Mayor and City Council have determined to set the service charge  
56 applicable to the semi-annual property tax payment option at Seventy Five One Hundredth  
57 Percent (0.75%) of the amount of tax due at the second installment.  
58

59           **THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE** establish the  
60 following tax rates for the City of Havre de Grace for the fiscal year July 1, 2020 through June  
61 30, 2021.  
62

63           Section 1. **BE IT ENACTED AND ORDAINED BY THE MAYOR AND CITY**  
64 **COUNCIL OF HAVRE DE GRACE** that the tax rate generally applicable throughout the City of  
65 Havre de Grace for the fiscal year beginning July 1, 2020 and ending June 30, 2021 be and is  
66 hereby fixed at Fifty-Six and One-Half Cents (\$0.565) on each One Hundred Dollars (\$100.00)  
67 of assessable real property on the assessment books of the City of Havre de Grace, Maryland.  
68

69           Section 2. **BE IT ENACTED AND ORDAINED BY THE MAYOR AND CITY**  
70 **COUNCIL OF HAVRE DE GRACE**, that the tax rate generally applicable throughout the City  
71 of Havre de Grace for the fiscal year beginning July 1, 2020 and ending June 30, 2021 be and is  
72 hereby fixed at One Dollar Seventy and One-Half Cents (\$1.705) on each One Hundred Dollars  
73 (\$100.00) of assessable personal property on the assessment books of the City of Havre de  
74 Grace, Maryland and to grant a one-time tax credit of one thousand dollars (\$1,000.00) for  
75 personal property tax payers for this tax year.  
76

77           Section 3. **BE IT FURTHER ENACTED AND ORDAINED BY THE MAYOR AND**  
78 **CITY COUNCIL OF HAVRE DE GRACE**, that the tax rate generally applicable throughout the  
79 City of Havre de Grace for the fiscal year beginning July 1, 2020 and ending June 30, 2021 be  
80 and is hereby fixed to be an additional Four and Four-Tenths Cents (\$0.044) on each One



81 Hundred Dollars (\$100.00) of assessable real property (but not personal property) on the  
82 assessment books of the City of Havre de Grace, located within the Critical Area Taxing District.  
83

84 Section 4. BE IT FURTHER ENACTED AND ORDAINED BY THE MAYOR AND  
85 CITY COUNCIL OF HAVRE DE GRACE, that the service charge applicable to the semi-annual  
86 property tax payment option shall be Seventy Five One Hundredth Percent (0.75%) of the  
87 amount of tax due at the second installment.  
88

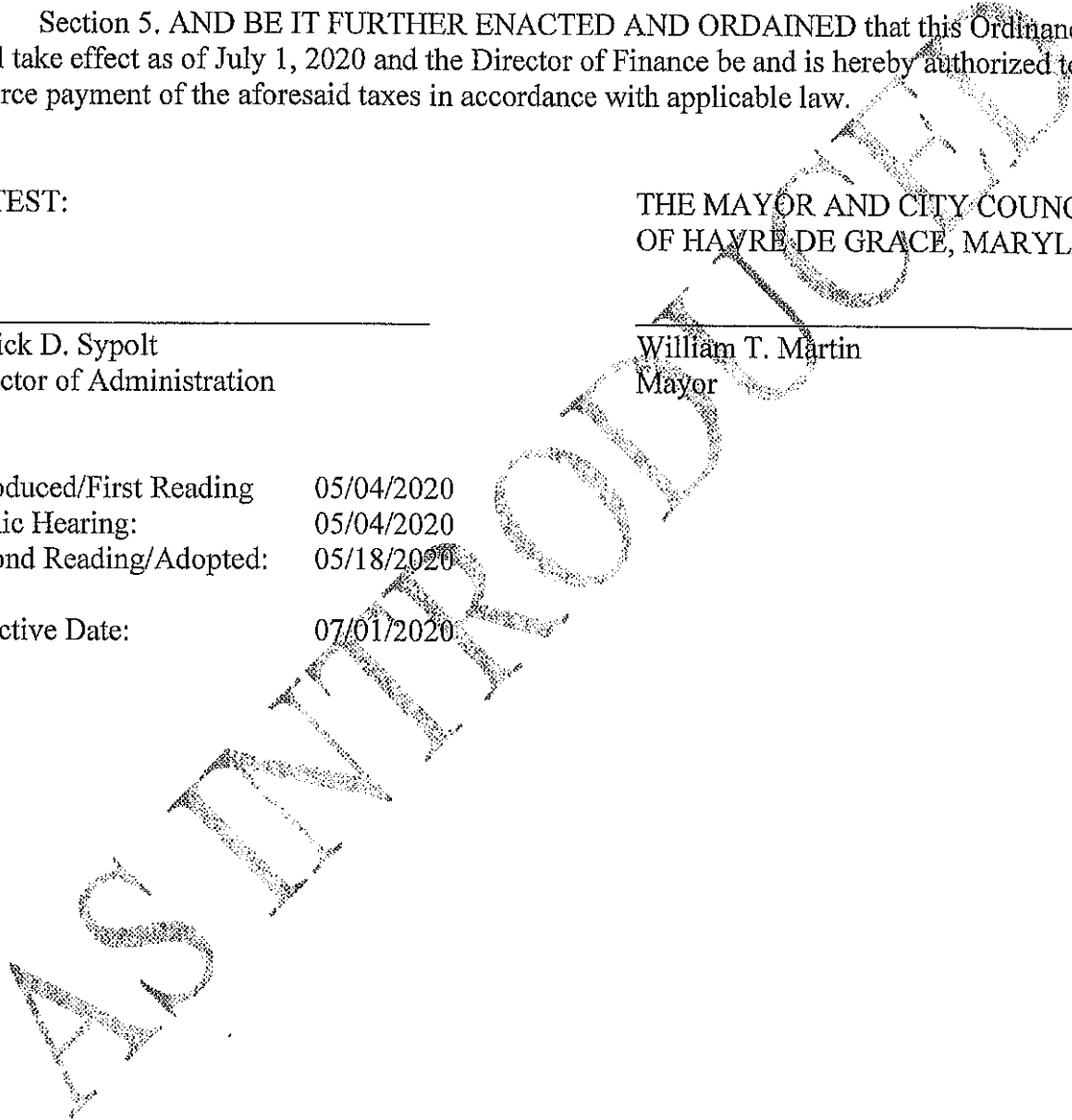
89 Section 5. AND BE IT FURTHER ENACTED AND ORDAINED that this Ordinance  
90 shall take effect as of July 1, 2020 and the Director of Finance be and is hereby authorized to  
91 enforce payment of the aforesaid taxes in accordance with applicable law.  
92

93  
94 ATTEST: THE MAYOR AND CITY COUNCIL  
95 OF HAVRE DE GRACE, MARYLAND  
96

97 \_\_\_\_\_  
98 Patrick D. Sypolt  
99 Director of Administration

\_\_\_\_\_  
William T. Martin  
Mayor

100  
101  
102 Introduced/First Reading 05/04/2020  
103 Public Hearing: 05/04/2020  
104 Second Reading/Adopted: 05/18/2020  
105  
106 Effective Date: 07/01/2020  
107  
108  
109  
110



CITY COUNCIL  
OF  
HAVRE DE GRACE, MARYLAND  
ORDINANCE NO. 2020- \_\_\_\_\_

Introduced by Council Member Robertson

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE ADOPTED PURSUANT TO THE  
LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED  
CODE OF MARYLAND, AND THE CITY CHARTER  
SECTIONS 33 AND 34 AND CITY CODE CHAPTER 196  
AND EXHIBIT A THERETO, ESTABLISHING THE CITY  
WATER AND SEWER RATES AND SERVICE  
PARTICIPATION FEES FOR THE USERS OF THE CITY  
WATER AND SEWER SYSTEM.**

By the Council May 4, 2020

Introduced, read first time, ordered posted and public hearing scheduled  
on: May 4, 2020  
at: 7:00 p.m.

**PUBLIC HEARING**

Having been posted and notice of time and place of hearing and title of Ordinance having been published according to the Charter, a public hearing was held on May 4, 2020, and concluded on \_\_\_\_\_.

**EXPLANATION**

Underlining indicates matter added to existing law.  
**[Bold Brackets]** indicate matter deleted from existing law.  
Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

36 WHEREAS, the Mayor and City Council of Havre de Grace has purchased, constructed  
37 and maintained a water production and distribution system and a sewage collection and treatment  
38 system in the City of Havre de Grace and surrounding areas, and has established the  
39 applicability, rates, and procedures relating thereto pursuant to the authority granted by law and  
40 the Charter of the City of Havre de Grace; and  
41

42 WHEREAS, Section 37A of the Charter of the Mayor and City Council of Havre de  
43 Grace requires that, on or before the first City Council Meeting in June of each year, the City  
44 Council shall set the City water and sewer rates by ordinance; and  
45

46 WHEREAS, the Water/Sewer Commission, on February 18, 2020 delivered to the  
47 Mayor and City Council its recommendations on changes to be made to the rate and charge  
48 structure;  
49

50 NOW, THEREFORE, BE IT ENACTED, in accordance with the authority vested in  
51 the Mayor and City Council of Havre de Grace, by law and the Charter of the City of Havre de  
52 Grace, that the terms and conditions of this Ordinance be and the same is hereby adopted for the  
53 purpose of establishing the City water and sewer rates for the fiscal years July 1, 2020 to June  
54 30, 2021, July 1, 2021 to June 30, 2022, and July 1, 2022 to June 30, 2023 as follows:  
55

- 56 1. The terms and provisions of City Code Chapter 196 and its Exhibit A, which contains  
57 a schedule listing all of the rates, charges or fees that the Mayor and City Council  
58 authorizes and imposes in connection with the City Water and Sewer System, are  
59 hereby reenacted and incorporated herein by reference without change, except for the  
60 following:  
61
- 62 2. In Section 196-1 entitled "Cost Schedule" delete the language in its entirety and  
63 replace it with the following:  
64
- 65 A. The attached Exhibit A to Chapter 196 of the Code, entitled "Havre de Grace  
66 Water and Sewer Cost Schedule," is a schedule listing all of the rates, charges  
67 and fees that the Mayor and City Council of Havre de Grace authorize and  
68 impose in connection with the City water and sewer system for the period  
69 beginning July 1, 2020, and ending June 30, 2021, the basic metered water  
70 and sewer charges for the period beginning July 1, 2021, and July 1, 2022,  
71 and the basic metered water and sewer charges for the period beginning July  
72 1, 2022, and July 1, 2023, together with certain procedures as to the  
73 applicability and collection of the water and sewer rates, capital cost recovery  
74 charges, fees and service participation fees, which Exhibit A is hereby  
75 amended and shall be enacted to read as set forth below.  
76
- 77 B. In Exhibit A Section One entitled "Water Service Within the City," delete the  
78 language in its entirety and replace it with the following:  
79

80 Beginning July 1, 2020, the basic rate for City water service shall be \$  
81 6.20 per 1,000 gallons delivered. Beginning July 1, 2021, the basic rate for

82 City water service shall be \$6.20 per 1,000 gallons delivered. Beginning  
83 July 1, 2022, the basic rate for City water service shall be \$ 6.20 per 1,000  
84 gallons delivered. Such users shall pay the basic rates in effect when  
85 billed. User charges shall be payable quarterly upon receipt of bill.  
86

- 87 C. In Exhibit A Section Three entitled "City Sewer Charges Within the City,"  
88 delete the language and replace it with the following:  
89

90 Beginning July 1, 2020, the basic rate for City sewer service shall be \$9.30  
91 per 1,000 gallons of water delivered. Beginning July 1, 2021, the basic  
92 rate for City sewer service shall be \$9.30 per 1,000 gallons delivered.  
93 Beginning July 1, 2022, the basic rate for City sewer service shall be \$9.30  
94 per 1,000 gallons delivered. Such users shall pay the basic rate in effect  
95 when billed. Non-metered users shall pay a flat fee of \$180.00 per  
96 dwelling unit per quarter. All user charges shall be payable quarterly upon  
97 receipt of bill.  
98

- 99 D. In Exhibit A Section Five entitled "Capital Cost Recovery Charges," delete  
100 the language in its entirety and replace it with the following:  
101

102 Capital Cost Recovery Charges are applicable to any new connections to  
103 the system that increase the demand on the water and sewer system. This  
104 includes changes in the use of an existing structure which increase the  
105 demand on the system as determined by fixture unit calculations.  
106 Capital Cost Recovery Charges are not applicable to the replacement of a  
107 residence or the redevelopment of a property, provided such replacement  
108 or redevelopment occurs within three years from the disconnection from  
109 the water and/or sewer system prior to the issuance of a use and  
110 occupancy permit, and the replacement or redevelopment of the property  
111 does not increase the demand on the system as determined by fixture unit  
112 calculations.  
113

114 The charges are as follows:  
115

116 Residential Units:

- 117 1. Water - \$5,300, July 1, 2020 to June 30, 2021 per unit  
118 2. Sewer - \$13,200, July 1, 2020 to June 30, 2021 per unit  
119

120 Commercial/Industrial Units:

- 121 1. Charge determined by calculation of water use and type of sewer  
122 production above and beyond one residential capital cost recovery  
123 charge which is the minimum fee.  
124  
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2. Charge for fire suppression use: Any commercial sprinkler system, stand pipe system, or combination thereof, will be assessed a capital cost recovery charge for water only. Charges will be based upon units of flow and charged at the residential rate per unit. One unit will be equal to a flow rate of 220 gallons per minute (220 gpm) (i.e., 1 to 220 gpm will equal 1 unit; 221 to 440 gpm will equal 2 units; 441 to 660 gpm will equal 3 units; 661 to 880 gpm will equal 4 units; and so on). A unit will be calculated using a factor of 10% of the total peak flow of the entire sprinkler system, stand pipe system or a total combination of both systems. All commercial sprinkler systems and stand pipe systems will be supplied by a dedicated line from the street main and shall be equipped with the proper back flow preventers and a meter. Upon installation, the customer will be responsible for all charges associated with the connection to the City water system. Each installed system will have the meter read quarterly and will be billed for the base service charge, as hereinafter defined in Paragraph 10, and any gallons used.

E. In Exhibit A Section Ten entitled "Base Service Charge and Infrastructure Reinvestment Program Charge." Delete the language in its entirety and replace it with the following:

A. A base service charge will be included on each quarterly water and/or sewer bill. The amount of the charge will be based upon the size of the water meter connected to the City water system and the rates in effect beginning July 1, 2020, are as follows:

Meter Size (inches)	Quarterly Base Service Charge
5/8	\$20.00
3/4	\$20.00
1	\$20.00
1 1/2	\$85.00
2	\$130.00
3	\$210.00
4	\$350.00
6	\$550.00
8	\$885.00

B. Any water meter connected to the City water system that is used solely for the purpose of supplying a fire suppression system, regardless of the meter size, shall be charged the base service charge as a one-inch meter.

C. An Infrastructure Reinvestment Program service charge will be included on each quarterly water and/or sewer bill. The amount of the charge will

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be based upon the size of the water meter connected to the City water system and the rates in effect beginning July 1, 2020, are as follows:

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Meter Size (inches)	Quarterly IRP Service Charge
5/8	\$30.00
3/4	\$30.00
1	\$100.00
1 1/2	\$100.00
2	\$200.00
3	\$300.00
4	\$400.00
6	\$1,000.00
8	\$1,000.00

*is this \$30  
or \$100  
last year it  
appeared to be  
\$30*

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D. Any water meter connected to the City water system that is used solely for the purpose of supplying a fire suppression system, regardless of the meter size, shall not be charged the Infrastructure Reinvestment Program service charge.

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**BE IT FURTHER ENACTED AND ORDAINED** that this Ordinance shall take effect on July 1, 2020.

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Signed by the Mayor and attested by the Director of Administration this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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200  
201

ATTEST:

THE MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE, MARYLAND

202  
203  
204  
205  
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Patrick D. Synolt  
Director of Administration

William T. Martin  
Mayor

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Introduced/First Reading: 05/04/2020  
Public Hearing: 05/04/2020  
Second Reading/Adopted: 05/18/2020  
Effective Date: 07/01/2020

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Legislative History  
Ordinance No. 805, Adopted February 1, 1999  
Ordinance No. 809, As Amended, Adopted June 21, 1999

- 218 Ordinance No. 809, As Amended, Adopted March 20, 2000
- 219 Ordinance No. 809, As Amended, Adopted October 1, 2001
- 220 Ordinance No. 841, Adopted June 2, 2003
- 221 Ordinance No. 859, Adopted June 7, 2004
- 222 Ordinance No. 865, Adopted June 6, 2005
- 223 Ordinance No. 879, Adopted June 5, 2006
- 224 Ordinance No. 883, Adopted December 4, 2006
- 225 Ordinance No. 887, Adopted April 16, 2007
- 226 Ordinance No. 890, Adopted June 4, 2007
- 227 Ordinance No. 894, Adopted May 5, 2008
- 228 Ordinance No. 905, Adopted May 18, 2009
- 229 Ordinance No. 916, As Amended, Adopted May 17, 2010
- 230 Ordinance No. 931, As Amended, Adopted June 6, 2011
- 231 Ordinance No. 939, As Amended, Adopted May 21, 2012
- 232 Ordinance No. 947, As Amended, Adopted May 20, 2013
- 233 Ordinance No. 955, As Amended, Adopted June 2, 2014
- 234 Ordinance No. 969, As Amended, Adopted June 1, 2015
- 235 Ordinance No. 981, As Amended, Adopted May 16, 2016
- 236 Ordinance No. 989, As Amended, Adopted May 15, 2017
- 237 Ordinance No. 1003, Adopted, May 21, 2018
- 238 Ordinance No. 1017, Adopted, May 20, 2019

AS AMENDED



# 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      Certificate of insurance- city must be listed as an additional insured and include a waiver of subrogation, minimum liability limits of \$1 million dollars    Insurance is currently being updated
- Yes      Complete and detailed site plan to include maps
- Yes      Documentation of non-profit status
- N/A Yes      Traffic control plan
- N/A 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 Sypolt**

Director of Administration  
711 Pennington Ave.  
Havre de Grace, MD 21078  
Questions: 410-939-1800 x 1138  
Email: [patrick@s@havredegracemd.com](mailto:patrick@s@havredegracemd.com)

Applicant Initial pw  
EVENTS REV 1 Jan. 3, 2020

City Representative Initial Ref





### **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:** Havre de Grace Youth Sailing Program Summer Camp

**Host Organization:** Havre de Grace Youth Sailing Program

**Business Address:** 329 Bounding Home Ct

**On Site Contact Person:** Rick Wahl

**Contact Information** **Phone:** 410.739.4302 **Email:** HdgYouthSailing@gmail.com

**Back-Up Site Contact Person:** Liz Nemeth

**Contact Information:** **Phone:** 302.632.5733 **Email:** Ecnemeth22@gmail.com

**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 #** 81-3067000

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

**Event Category:**

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

**\* a fee may be charged**

**Date/Time:**

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

Setup	Date: _____	Time: _____
Event Starts	Date: <u>13 June</u>	Time: <u>8 AM</u>
Event Ends	Date: <u>29 Aug</u>	Time: <u>6 PM</u>
Rain Date	Date: _____	Time: _____

**Location:**

- |   |   |
|---|---|
| <input type="checkbox"/> Millard E. Tydings Memorial Park | <input type="checkbox"/> Concord Point Park   |
| <b>(No vehicles permitted in Tydings Park)</b>            |   |
| <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: See attached notes

Applicant Initial RW  
EVENTS REV 1 Jan. 3, 2020

City Representative Initial RJH

Anticipated Attendance: 200 in total

Admission Fee (if any): \$365 per camper

**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: Park water fountain for camper hydration and water for clean-up rinsing after campers are in the water.

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

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

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

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

**Alcohol**

Yes  No Will there be alcohol sold at your event?

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

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

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

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

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

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**Security**

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

**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. We have a Maryland Licensed MD on staff. Two of our instructors are Red Cross Certified Life Guards, and all of our instructors are trained in 1st Aid, CPR and AED devices.

---

**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. None Required
- The location of First Aid station and/or ambulances With the Camp Director and Instructors
- 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. N/A
- Placement of vehicles or trailers. (No vehicles permitted in Tydings Park)
- Exit locations for outdoor events that are fenced. N/A
- 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. Boats are stored on the docks nightly.

**Advertising /Signage**

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

**Who may post a sign?**

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

**When should signs be posted?**

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

**What is an Approved Sign?**

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

**What is not an approved sign?**

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

**Approved Locations:**

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

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

**Walking and Running Events:**

**WALKING / RUNNING EVENTS:**

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

**Run/Walk Event Fees:**

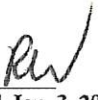
For Profit Organization \$3,000

Non-Profit Organization \$1,500


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

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

**Affidavit:**

Applicant Initial   
EVENTS REV 1 Jan. 3, 2020

Page 7 of 10

City Representative Initial 

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 Havre de Grace Youth Sailing Program

Title Rick Wahl, President

Signature: *Rick Wahl*

Date April 26, 2020

Event Title: Havre de Grace Youth Sailing Program 2020 Summer Camp

Received by *Rosa Laid* *4/27/20*  
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 _____

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

City Representative Initial *LB*

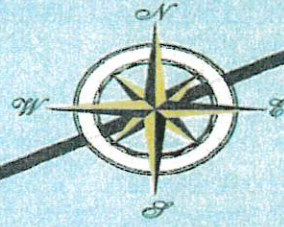
**IMPORTANT CONTACT INFORMATION FOR YOUR PLANNING NEEDS**

*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 <a href="mailto:patrick@s@havredegracemd.com">patrick@s@havredegracemd.com</a>
Havre de Grace Dept. of Public Works	410-939-1800	Tim Whittie, Director of Public Works <a href="mailto:timw@havredegracemd.com">timw@havredegracemd.com</a>
Havre de Grace Office of Tourism	410-939-2100	Lauri Orzewicz, Manager of Tourism & Marketing; <a href="mailto:laurio@havredegracemc.com">laurio@havredegracemc.com</a> <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	<a href="http://www.harfordcountymd.gov/lcb/Downloads.cfm">www.harfordcountymd.gov/lcb/Downloads.cfm</a>
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		<a href="https://www.roads.maryland.gov">https://www.roads.maryland.gov</a>
Party Rentals		
Port-a-Pots		
Fencing (temporary)		
Sound System/D.J.		
Food/Beverage Vendor(s)		



# SUSQUEHANNA RIVER



THOMAS HATEM MEMORIAL BRIDGE

Public Rest Rooms **P** Public Parking  
 Main Street & Arts & Entertainment Districts

155

40

7

7

7

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

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

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

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

ERIE ST.  
 ONTARIO ST.  
 LINDEN ST.  
 OTSEGO ST.  
 JUNIATA ST.  
 WARREN ST.  
 WARREN ST.  
 HAVRE DE GRACE POST OFFICE  
 HAVRE DE GRACE CITY HALL  
 HAVRE DE GRACE POLICE DEPT.  
 HAVRE DE GRACE HIGH SCHOOL

LOCUST ST.  
 CONESTOGA ST.  
 N. ADAMS ST.  
 STOKES ST.  
 WATER ST.  
 WARREN ST.  
 WARREN ST.  
 FRANKLIN ST.  
 GREEN ST.  
 PENNINGTON AVE.  
 CONGRESS AVE.  
 BOURBON ST.  
 FOUNTAIN ST.  
 GIRARD ST.  
 REVOLUTION ST.  
 LEWIS ST.  
 ALLIANCE ST.  
 LAFAYETTE ST.  
 STOKES ST.  
 GILES ST.  
 COMMERCE ST.

UNION AVE.  
 WASHINGTON ST.  
 MARKET ST.  
 WASHINGTON ST.  
 MARKET ST.  
 WASHINGTON ST.  
 MARKET ST.  
 WASHINGTON ST.  
 MARKET ST.

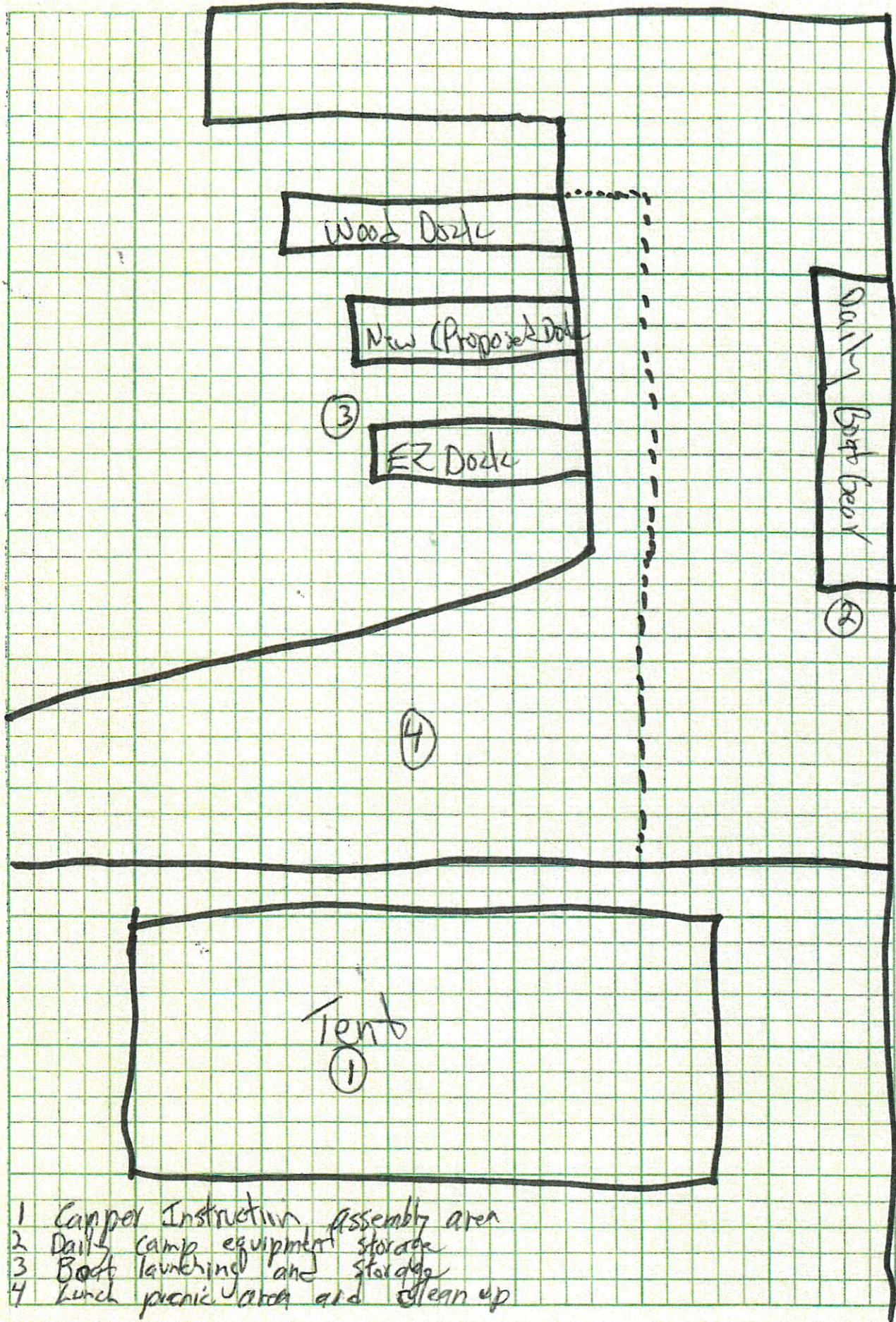
JEAN ROBERTS PARK  
 DAVID CRAIG PARK  
 FRANK J. HUTCHINS MEMORIAL PARK  
 VETERANS PARK  
 CONCORD POINT PARK

MILLARD E. TYDINGS

CHESAPEAKE BAY

PROMENADE

Map area containing the color code legend and note, with a white background and a black border.



Wood Dock

New (Proposed) Dock

③ ER Dock

Daily Boat Launch  
②

④

Tent  
①

- 1 Canoe Instruction assembly area
- 2 Daily camp equipment storage
- 3 Boat launching and storage
- 4 Lunch picnic area and clean up

**Havre de Grace Youth Sailing**  
329 Bounding Home Ct.  
Havre de Grace, MD 21078  
HdGYouthSailing.org



8 July 2018

Dear Sir or Madam:

In June of 2016, the Havre de Grace Youth Sailing Program was formed and registered as a 501c3 Non-Profit in the State of Maryland and with the Internal Revenue We are also a Maryland State Tax Exempt organization. Below are our certificate numbers:

The **Federal Identification Number** for the Havre de Grace Youth Sailing Program is:  
**EIN 81-3067000.**

The Comptroller of **Maryland Sales and Use Tax Exemption Certificate** number is:

**31208301** with an expiration date of: **09/30/2022**

If you have any questions, please feel free to contact us.

Best,

A handwritten signature in black ink, appearing to read "Rick Wahl".

Capt. Rick Wahl  
President

Havre de Grace Youth Sailing  
329 Bounding Home Ct.  
Havre de Grace, MD 21078  
HdGYouthSailing.org



FEDERAL REVENUE SERVICE  
P. O. BOX 2508  
COLUMBIANA, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 20 2016

HAVRE DE GRACE YOUTH SAILING  
PROGRAM  
329 BOUNDING HOME CT  
HAVRE DE GRACE, MD 21078-2508

Employer Identification Number:  
81-3067000  
DLN:  
26053597003216  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a) (2)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
June 15, 2016  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

Comptroller of Maryland  
Revenue Administration Division  
P.O. Box 2998-SUTEC  
Annapolis, Maryland 21404-2998

The attached card is your organization's new exemption certificate which is valid upon receipt and effective until the expiration date designated on its face. Please read Tax Tip #6 at [www.marylandtaxes.com](http://www.marylandtaxes.com) and the instructions on the back of the card for the proper use of the exemption certificate. If you have any questions regarding the use of this card, please call the Taxpayer Service Section at (410) 260-7980, toll free 1-800-628-2837, or e-mail at [usthelp@comp.state.md.us](mailto:usthelp@comp.state.md.us).

Comptroller of Maryland  
Sales and Use Tax Exemption Certificate

Account Number Registered Name  
31208301  
HAVRE DE GRACE YOUTH SAILING  
PROGRAM INC  
121 ST JOHN STREET  
HAVRE DE GRACE, MD 21078

PLEASE LAMINATE THIS CARD TO EXTEND ITS LIFE

14845 NDR0001-1REV 2/17

## HdG Youth Sailing 2020 Camp Application Notes:

### Multi-day event description

HdG Youth Sailing Camp setup begins on 13 June and continues until 29 August, except for 28 June -July 4, that week there will be no camp because of the 4<sup>th</sup> of July holiday. Camp starts and ends daily in Hutchins Park and runs from 8 AM to 4 PM daily. We start Monday with a safety orientation and swimming test that all students have to pass in order to be in camp. On Tuesday thru Friday we conduct various sailing related camp events in Hutchins Park with a weekly visit to the docks in front of the HdG Light House. From there we visit the Tydings Park picnic area and the Promenade Grill. At the end of camp on 29 August we will end of camp family cook out in Hutchins Park to close/complete our season.

## SPECIAL EVENTS WORK SHEET

<b>Event:</b>	HDG Youth Sailing Program Summer Camp	1011190019
<b>Dates:</b>	6/13 through 8/29 (no camp 6/28 - 7/4)	
<b>Time of set up:</b>	8:00 AM	
<b>Take down time:</b>	6:00 PM	
<b>Time of actual event:</b>	8 am - 4 pm	
<b>Location:</b>	Hutchins Park	

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

**Notes**

Patrol units on duty will handle.

	Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
<b>DPW</b>	1	102	0	\$25.75	102	\$2,626.50

**Notes**

Custodian to clean and restock bathrooms at Hutchins Park. Trash /recycling containers around town emptied per usual morning routine. 51 total days for this event.

	1	102	0	\$25.75	102	\$2,626.50
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**Grand Total**

<b>REVISION 1/10/2020</b>	<p><b>*Note: OT salary is 1.5 times average salary: ** Note 2 - FULLY Loaded Wage provided by the Finance Department includes Wages, Fringe Benefits &amp; Materials based on the U.S. Department of Health and Human Services Division of Cost Allocation (DCAA)</b></p>					
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