



## COUNCIL MEETING AGENDA

April 19, 2021

7:00 p.m.

### **Public Hearing for Ordinance 1050 concerning Amendment of Chapter 169 Stormwater Management**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HAVRE DE GRACE ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT AND ENVIRONMENTAL ARTICLES OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER FOR THE PURPOSE OF AMENDING CITY CODE CHAPTER 169 STORMWATER MANAGEMENT

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Opening Prayer: Pastor Mary M. Whitehead, The Healing House Church of God
5. Approval of the Minutes:
  - A. City Council Minutes – April 5, 2021
  - B. Closed Session Minutes – April 5, 2021
6. Comments from Citizens on Agenda Items  
(Email [patrick@havredegracemd.com](mailto:patrick@havredegracemd.com) by 7:00 p.m. with comments, which will be read into the record.)
7. Appointments:
  - A. Tourism Advisory Board (CM Martin)
    - i. Stephanie J. Giordano - Appointment
8. Oath of Office:
  - A. Tourism Advisory Board (Administered by Mayor Martin)
    - i. Stephanie J. Giordano
9. Presentations:
  - A. C.A.T. Club Presentation – Al Peteraf
10. Recognitions:
  - A. Andreen Family (Mayor Martin)
11. Proclamations: None
12. Resolutions:
  - A. **Calendar Resolution concerning License Agreement for Fence and Deck at 226 S. Union Avenue (CM Ringsaker)**  
A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND SECTIONS 33 AND 34 OF THE CITY CHARTER FOR A PERMIT FOR A FENCE AND DECK IN THE CITY RIGHT-OF-WAY AT FOUNTAIN STREET ADJACENT TO PROPERTY ADDRESS 226 S. UNION AVENUE

13. Ordinances:

A. **Ordinance concerning a Moratorium on the Issuance of Permits and Other Administrative Action during the Pendency of Litigation: First Reading (CP Glenn)**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER, FOR THE PURPOSE OF ESTABLISHING A MORATORIUM ON THE ISSUANCE OF PERMITS AND OTHER ADMINISTRATIVE ACTION DURING THE PENDENCY OF LITIGATION

14. Old Business: None

15. New Business:

A. Special Events (Patrick Sypolt)

- i. Mother's Day Waterfront Picnic, May 8, 2021  
11 a.m.-2:00 p.m., Lock House Museum Grounds
- ii. Havre de Grace Jazz & Blues Fest – Amendment, June 4-5, 2021  
Amendment to expand Downtown location on June 5
- iii. Father's Day Waterfront Celebration, June 20, 2021  
12:00 p.m.-5:00 p.m., Lock House Museum Grounds
- iv. Havre de Grace "Spirit of America" Festival, July 3, 2021 (Rain Date – 7/5/2021)  
12:00 p.m.-5:00 p.m., Downtown Havre de Grace
- v. The Waterfront Festival in Havre de Grace, August 21-22, 2021  
1:00 p.m.-6:00 p.m. (8/21/21), 12:00 p.m.-5:00 p.m. (8/22/21)  
Concord Point Park, Hutchins Memorial Park, Moore Family Homestead
- vi. Susquehanna Wine & Seafood Fest, September 25-26, 2021  
11:00 a.m.-7:00 p.m. (9/25/21), 12:00 p.m.-7:00 p.m. (9/26/21), Concord Point Park
- vii. Lock House Craft Beer & Wine Festival, November 6, 2021  
1:00 p.m.-5:00 p.m., Lock House Grounds

16. 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

17. Business from Mayor Martin

- A. Submission of Preliminary Budget to City Council

18. Business from Council:

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

19. Comments from Citizens

(Email [patrick@s@havredegracemd.com](mailto:patrick@s@havredegracemd.com) by 7:00 p.m. with comments, which will be read into the record.)

20. Adjournment

**PUBLIC VERSION – SUMMARY OF CLOSED SESSION**

(attach to public meeting minutes)

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

MONDAY, APRIL 5, 2021

City Hall  
711 Pennington Avenue  
Havre de Grace, MD 21078

Time of Closed Session: 9:52 PM

Place: City Hall, Mayor's office.

Purpose: To discuss possible employment of a specific person.

Members who voted to meet in closed session: Council Members Glenn, Ringsaker, Zinner, Robertson, Martin. Absent: Boyer

Persons attending closed session: Council Members Glenn, Ringsaker, Zinner, Robertson, Martin, City Attorney Ishak, Mayor Martin, Chief of Staff Gamatoria, and Director of Administration Sypolt.

Authority under § 3-305 for the closed session: subsection (b)(1) to discuss possible employment of a specific individual/official.

Topics actually discussed: The qualities and skills of the individual and the position to be performed by such individual

Actions taken: No action taken by the Council.

Each recorded vote: None.

Closed Session adjourned at 10:36 PM.



**PRESIDING OFFICER'S ORAL STATEMENT**

**FOR CLOSING A MEETING**

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

I move that ~~immediately prior to adjournment~~ Council go into a closed session on **Monday, April 5, 2021** to consider the following:

1. Personnel matter- Consultation with Council to discuss and evaluate a specific individual for employment with the City

**This meeting will be closed under General Provisions Article Section 3-305:**

**(b)(1) x** "To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals";

**The reasons for closing the meeting are:**

The discussions surrounding the employment or appointment of a specific individual will include the consideration of the person's competencies and adequacy to perform the job under consideration. Disclosure of such information regarding a potential employee is sensitive and ~~possibly embarrassing~~ and are entitled to confidentiality.

" CLOSING STATEMENT "

Glenn <sup>motion</sup>  
2nd  
Ringsaker 9:35

Zinn  
Markus

Robertson

Boyer (absent)

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

This form has two sides. *Complete items 1 – 4 before closing the meeting.*

1. **Recorded vote to close the meeting:** Date: April 5, 2021 ; Time: 9:35 p.m. ;  
Location: City Hall Council Chambers, 711 Pennington Avenue, Havre de Grace, MD 21078 ;  
Motion to close meeting made by: CP Glenn Seconded by CM Ringsaker ;  
Members in favor: Carolyn Zinner, Jason Robertson, Dave Martin, Dave Glenn, Jim Ringsaker ;  
Opposed: 0 ; Abstaining: 0 ; Absent: Casi Boyer .

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

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

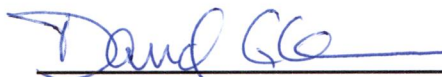
(1)  "To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals"; (2)  "To protect the privacy or reputation of individuals concerning a matter not related to public business"; (3)  "To consider the acquisition of real property for a public purpose and matters directly related thereto"; (4)  "To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State"; (5)  "To consider the investment of public funds"; (6)  "To consider the marketing of public securities"; (7)  "To consult with counsel to obtain legal advice"; (8)  "To consult with staff, consultants, or other individuals about pending or potential litigation"; (9)  "To conduct collective bargaining negotiations or consider matters that relate to the negotiations"; (10)  "To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans"; (11)  "To prepare, administer, or grade a scholastic, licensing, or qualifying examination"; (12)  "To conduct or discuss an investigative proceeding on actual or possible criminal conduct"; (13)  "To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter"; (14)  "Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process." (15)  "To discuss cybersecurity, if the public body determines that public discussion would constitute a risk to: (i) security assessments or deployments relating to information resources technology; (ii) network security information . . . or (iii) deployments or implementation of security personnel, critical infrastructure, or security devices."

Continued →

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

Citation (insert # from above)	Topic	Reason for closed-session
§3-305(b) (1)	Possible employment of a specific individual	Consideration of personnel matters involving specific individuals are sensitive and potentially embarrassing and are entitled to confidentiality
§3-305(b) ( )		
§3-305(b) ( )		
§3-305(b) ( )		
§3-305(b) ( )		

4. This statement is made by Council President, David Glenn, Presiding Officer.

  
 \_\_\_\_\_  
 David Glenn

CITY COUNCIL  
OF  
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. 1050

Introduced by Council Member Zinner

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HAVRE DE GRACE ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT AND ENVIRONMENTAL ARTICLES OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER FOR THE PURPOSE OF AMENDING CITY CODE CHAPTER 169 STORMWATER MANAGEMENT

On: April 5, 2021  
at: 7:00 PM

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

**PUBLIC HEARING**

A Public Hearing is scheduled for April 19, 2021 at 7:00 PM.

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

34 The City Council hereby amends City Code, Chapter 169, Stormwater Management as follows:

35

36 §169-37. Conformance required; effective date

37

38 A. Except as specifically exempted by this chapter, all development activity within the City  
39 limits of the City of Havre de Grace shall conform to the requirements of these  
40 **[documents]** Code provisions.

41

42 B. Developments with stormwater management and erosion and sediment control plans  
43 **[approved as of June 17, 2010,]** shall be exempt from the revised design requirements of  
44 this chapter, provided that:

45

46 (1) The stormwater management and sediment control plans were approved prior to May  
47 4, 2013 and as-builts were submitted and approved prior to May 4, 2017  
48 **[Construction is actively progressing on the site in accordance with the approved**  
49 **erosion and control plan]; and**

50

51 (2) **[The erosion and sediment control plan(s) remain active and all necessary**  
52 **approvals for updates and revisions are obtained through the District; and]**  
53 The exemption provided under this section is no less stringent than any exemption  
54 allowed under the grandfathering provisions of the Maryland Code Annotated,  
55 environmental Article, Title 4, Subtitle 2 and regulations promulgated thereunder; and

56

57 (3) The original site design and total impervious area have not been altered from the  
58 original plan submission.

59

60 C. Be it further enacted that this chapter shall take effect June 17, 2010.

61

62 **NOW THEREFORE**, it is determined, decided, and ordained by the City Council that  
63 foregoing amendments are hereby approved.

64

65 **ADOPTED** by the City Council of Havre de Grace, Maryland this 3<sup>rd</sup> day of May, 2021.

66

67 **SIGNED** by the Mayor and attested by the Director of Administration this 4<sup>th</sup> day of May, 2021.

68

69 **ATTEST:** THE MAYOR AND CITY COUNCIL  
70 OF HAVRE DE GRACE, MARYLAND

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73 \_\_\_\_\_  
74 Patrick D. Sypolt  
75 Director of Administration

76 \_\_\_\_\_  
77 William T. Martin  
78 Mayor

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76 Introduced/First Reading: 04/05/2021  
77 Public Hearing: 04/19/2021  
78 Second Reading/Adopted: 05/03/2021  
79 Effective Date: 05/04/2021



CITY COUNCIL  
OF  
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2021-

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

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND SECTIONS 33 AND 34 OF THE CITY CHARTER FOR A PERMIT FOR A FENCE AND DECK IN THE CITY RIGHT-OF-WAY AT FOUNTAIN STREET ADJACENT TO PROPERTY ADDRESS 226 S. UNION AVENUE**

**WHEREAS**, the owner of 226 S. Union Avenue, Havre de Grace, Maryland has filed a permit application for a fence and deck located in the right of way for Fountain Street; and

**WHEREAS**, fence and deck were construction by a previous owner without the benefit of a permit despite the encroachment into the City right of way; and

**WHEREAS**, the encroachment does not interfere with the City’s use of its property for a public purpose; and

**WHEREAS**, the installation of the fence and deck is consistent with the promotion of health, safety, and welfare of the public and serve the City’s general purposes and is consistent with the use of other City rights-of-way for the installation of fences and decks; and

**WHEREAS**, the License was listed on the agenda for this City Council meeting in accordance with Resolution No. 2020-21; and

**WHEREAS**, the License attached as Exhibit A conforms with the requirements of Resolution No. 2020-21 and the Department of Planning Memorandum dated April 13, 2021 attached as Exhibit B describes the location of the fence and deck.

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

44 *ADOPTED by the City Council* of Havre de Grace, Maryland this 19<sup>th</sup> day of April, 2021.

45

46 *SIGNED by the Mayor and attested by the Director of Administration* this 20<sup>h</sup> day of April,  
47 2021.

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50 ATTEST:

THE MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE, MARYLAND

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

\_\_\_\_\_

William T. Martin  
Mayor

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58 Introduced: 04/19/2021

59 Passed/Adopted: 04/19/2021

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61 Effective Date: 04/20/2021

62



Exhibit A  
City of Havre de Grace

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

410-939-1800

LICENSE AGREEMENT

This AGREEMENT (“LICENSE”) is made this \_\_ day of \_\_\_\_\_, 2021, between the Mayor and City Council of Havre de Grace, Maryland (“City”), and John and Susan Muldoon (“LICENSEE”).

WHEREAS, the LICENSEE is the owner of the property located at 226 S. Union Avenue in Havre de Grace, Maryland; and,

WHEREAS, the LICENSEE has completed a permit application and has obtained approval from the City to encroach on City right-of-way to maintain a fence and deck that were previously constructed in the City right-of-way for 226 S. Union Avenue (Fountain Street right-of-way); and,

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

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

WHEREAS, the LICENSE was listed on the agenda at a City Council meeting and the City Council has approved the general terms of the LICENSE in accordance with Resolution No. 2007-10; and

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

87 NOW THEREFORE, in consideration of the promises contained herein, the parties agree  
88 as follows:

89 **1. Property.**

90 The City grants to the LICENSEE a LICENSE to encroach into the City's right-of-way for  
91 Fountain Street at 226 S. Union Avenue.

92 **2. Terms of Use.**

93 LICENSEE agrees:

94 a. Application for a LICENSE of City property shall be accompanied by a \$50.00  
95 administrative fee.

96 b. The LICENSEE is required to pay all costs associated with the LICENSE and the  
97 property, including but not limited to maintenance, repair, utilities, taxes, and  
98 insurance.

99 c. The fence and deck shall be maintained in good condition at all times.

100 d. The City reserves the right to require the owner to remove the fence and deck at  
101 any time at the owner's sole expense.

102 e. The fence and deck shall be removed when there is no longer a need for the fence  
103 and deck.

104 **3. Indemnity.**

105 The LICENSEE shall indemnify and save harmless the City and its employees and agents  
106 from all claims and demands, suits, actions, loss, damages, recoveries, judgments, costs and  
107 expenses in any manner arising out of or in connection with any injury, death, loss, or damage  
108 related to the LICENSEE's use of the right-of-way, the LICENSEE's conduct, or the LICENSEE's  
109 breach of the LICENSE.

110

111           **4. Restoration.**

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

116           **5. Maintenance.**

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

122           **6. Term**

123           This Agreement shall remain in force for a period of not more than five (5) years, and shall  
124 expire March 30, 2025, unless the City terminates or modifies this Agreement. In its sole  
125 discretion, the City Council may renew or extend this Agreement upon the request of the  
126 LICENSEE.

127           **7. Permitted Use.**

128           The temporary permitted use allowed by this Agreement is limited to the following: *use of*  
129 *a portion of the Fountain Street right-of-way for a fence and deck.* Any disagreement between the  
130 parties about the type of use, the location of the use, or any special conditions required, shall be  
131 resolved by the City in its sole discretion.

132           **8. Entire Agreement.**

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

134

135           **9. No Waiver**

136           The LICENSEE agrees that the City’s failure to enforce any of the terms herein shall not  
137 constitute a waiver.

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

139           This is a Maryland contract and the parties hereto agree that the laws of Maryland shall  
140 apply to any disputes arising under the LICENSE. Harford County is the sole venue for any  
141 dispute.

142           **11. No Assignment; Exceptions**

143           This LICENSE may not be assigned by the LICENSEE without the express written consent  
144 of the City Council in its sole discretion, which continuation may be permitted if the proposed  
145 assignee continues the current use of the property for the remainder of the LICENSE term. Any  
146 renewal of this LICENSE must in accordance with Resolution 2020-21 or any superseding  
147 resolution or ordinance. Notwithstanding this limitation on assignment, because the property was  
148 under contract at the time of the permit application, this LICENSE may be assigned by LICENSEE  
149 solely to Eric Ireland and Justina Ireland, contractor purchasers, without further approval by the  
150 City Council. Any other assignments will require Council approval as noted above.

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

152           In any legal action to enforce the terms of this LICENSE, for declaratory action, or to  
153 recover damages for breach of the terms of this LICENSE filed by any party, the City shall be  
154 entitled to recover reasonable attorneys’ fees and costs from the LICENSEE or its successor or  
155 assigns for its successful prosecution or defense of such claims.

156 WITNESS our hands and seals.

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159 WITNESS/ATTEST:

LICENSEE:

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166 WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF  
HAVRE DE GRACE, MARYLAND

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171 Patrick D. Sypolt  
172 Director of Administration

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174 William T. Martin, Mayor

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178 APPROVED AS TO LEGAL SUFFICIENCY:

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182 April C. Ishak, City Attorney

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184 THIS LICENSE AGREEMENT RELATES TO  
185 PERMIT # \_\_\_\_\_, IF APPLICABLE

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Exhibit B

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City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078

410- 939-1800

WWW.HAVREDEGRACEMD.COM

DEPARTMENT OF PLANNING  
MEMORANDUM

April 13, 2021

TO: Steve Gamatoria  
Chief of Staff

FROM: Shane P. Grimm, AICP  
Director of Planning

Re: 226 S. Union Avenue - License Agreement  
Fence and Deck in the Right-of-Way  
Permit No. 20210359

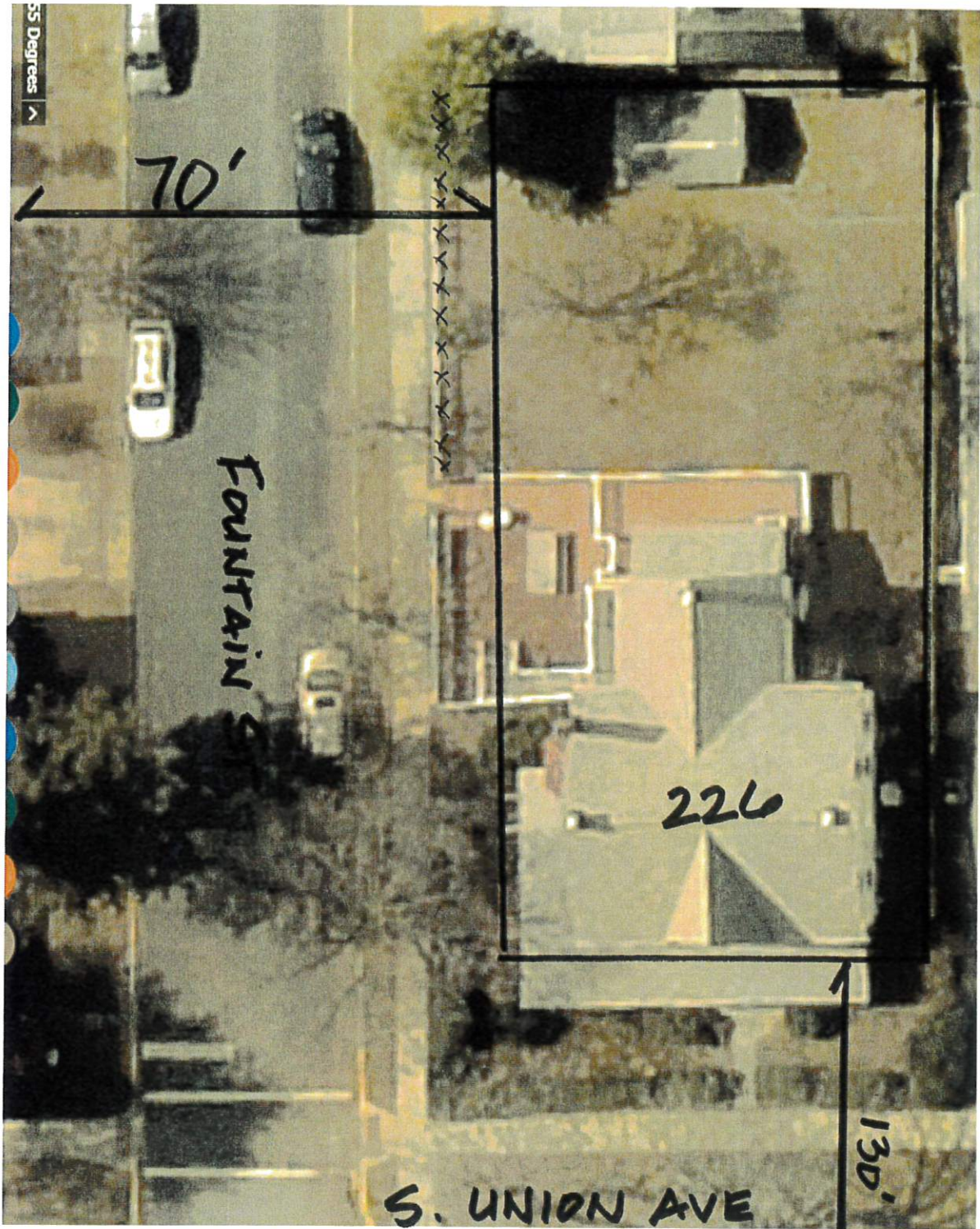
The Department of Planning has received a permit application for a fence and deck within the City right-of-way for the above referenced property. The fence and deck are in the right-of-way for Fountain Street. The fence and deck were constructed by a previous owner without the benefit of a permit. The Department of Public Works has reviewed the request and has no objections or comments. A copy of an aerial photograph is attached to this memo.

The Department recommends the following conditions be included should the City Council approve the request:

1. The fence and deck shall be maintained in good condition at all times.
2. The City reserves the right to require the owner to remove the fence and deck at any time at the owner's sole expense.
3. The ramp and deck shall be removed when there is no longer a need for the fence and deck.

cc: Joe Conaway, DPW  
Jeff Keithley, DPW  
Marisa Willis, CFM, Planning Technician  
Colleen Critzer, Permits Clerk





(PROPERTY LINES SHOWN ARE APPROX.)

APPROX 8 FT OF DECKING IN FOUNTAIN R.O.F.W  
FENCING ALONG FOUNTAIN IN R.O.F.W

April 9, 2021

City of Havre de Grace  
711 Pennington St.  
Havre de Grace, MD 21078

To Whom This May Concern,

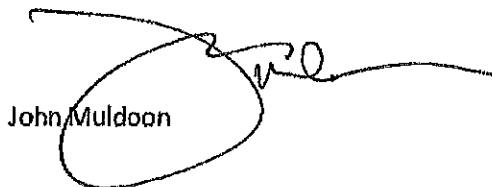
We (John and Susan Muldoon) purchased 226 S Union Ave, Havre de Grace, in 2004. The deck(s) and fencing on the side and back of the house were there when we purchased the house. At the time of purchase, it was not disclosed that that deck/fencing had not been permitted and encroaches on the City right of way on Fountain Avenue. We were not made aware of the Fountain Avenue right of way when we purchased the home.

We respectfully request a one-time transferable license agreement to allow the deck and fencing to remain where they are on the property. Our property is currently for sale, and without a license agreement we would suffer significant financial harm and it would interfere greatly with the sales process.

Thank you for any assistance you can give us in this matter.

Sincerely,

  
Susan Muldoon

  
John Muldoon

## **Ordinance Regarding Moratorium – Explanatory Note**

The purpose of this legislation is to provide a mechanism, by ordinance, which allows the City to pause any further action, such as the granting of permits or City approvals, on a temporary basis with respect to any party who is in current litigation with the City. The scope the moratorium is intended to be limited to the specific interpretation or application being challenged in the Court by a third party or by the City. Parties often use the threat of litigation to force the City into taking certain positions, which positions are not necessarily in the best interest of the City or its citizens. These disputes could be made less expensive and less complex if there is a pause in further City approvals or granting of permits until the issue is finally resolved either by the Courts or by settlement, creating more consistency and fairness.

For example, the City has spent the past four and one-half years engaged in an expensive lawsuit involving disputes over the actions of prior Mayors and/or Councils dating back to 2003. In another matter, the current Mayor was under Court order to file a recoupment agreement in the land records under threat of contempt of Court, for actions taken by a prior Mayor and Council not to execute such agreement. Now, after having been filed in the land records, such agreement was invalidated by the Court of Appeals. Also, the City potentially could be required to issue permits in the future to parties who are challenging the City's interpretation of its own Charter, Code and/or ordinances, which challenges may be subject to a final appeal. The moratorium will hopefully put in place a mechanism so that the matter can be resolved without causing premature and inconsistent results as noted above.

Finally, the moratorium is not intended to punish any potential litigant but rather to encourage non-litigation methods of resolving such disagreements. The proposed ordinance allows an aggrieved party to make their case at an open meeting of the City Council that, for good cause shown, they should not be subject to the moratorium.

Council members are encouraged to contact the City Attorney prior the Council meeting should they have any questions about the proposed legislation.

CITY COUNCIL  
OF  
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. \_\_\_\_\_

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

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER, FOR THE PURPOSE OF ESTABLISHING A MORATORIUM ON THE ISSUANCE OF PERMITS AND OTHER ADMINISTRATIVE ACTION DURING THE PENDENCY OF LITIGATION

On: 4/19/2021

at: 7:00 PM

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

**PUBLIC HEARING**

A Public Hearing is scheduled for 5/3/2021 at 7:00 PM

**EXPLANATION**

Underlining indicates matter added to existing law.

[**Bold Brackets**] indicate matter deleted from existing law.

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

31  
32

33 **WHEREAS**, from time to time, the Mayor and City Council of Havre de Grace, Maryland  
34 (“City”) has been a party to lawsuits relating to the interpretation of the City Charter, the City  
35 Code, City Ordinances, Council Resolutions, and/or rights and obligations under contracts or  
36 other agreements; and  
37

38 **WHEREAS**, the time period from when a lawsuit is commenced until the time a lawsuit is final,  
39 after all appeals have been taken or where the time for filing an appeal has expired, can extend  
40 for more than two years, and can result in conflicting Court opinions pending finality; and  
41

42 **WHEREAS**, for the purpose of maintaining consistency with City processes and accuracy of  
43 City records across administrations, the City desires to amend the City Code to provide for a  
44 moratorium on matters in litigation pending final resolution of interpretation and application of  
45 relevant City Charter, City Code, City Ordinances, Council Resolutions and/or rights and  
46 obligations under contracts or other agreements.  
47

48 **NOW THEREFORE**, it is determined, decided, and ordained by the City Council that City  
49 Code Chapter 1, General Provisions be amended by adding new Article III as follows:  
50

51 Article III Moratorium  
52

53 §1-1 Whenever the Mayor and City Council of Havre de Grace, as a legislative body,  
54 or the Mayor of the City of Havre de Grace in his capacity as chief executive of the City, are  
55 parties to a lawsuit which involves the interpretation or construction of a City Charter provision,  
56 a City Code provision, a City Ordinance, Council Resolution, or a contract or other agreement,  
57 then all future acts that would ordinarily occur under such Charter or Code provision, Ordinance  
58 Resolution or contract shall be stayed and no new permits shall be issued or further City  
59 approvals shall be granted with regard to the specific Charter or Code provision, or Ordinance,  
60 Resolution or contract which is the subject to the lawsuit, until such time as the lawsuit is finally  
61 concluded and after all appeals have been taken or the time for appeal has expired. This  
62 moratorium shall act as a temporary stay of the issuance of any permits or granting of City  
63 approvals (including those that might be granted by the Planning Commission or Board of  
64 Appeals) and is self-executing and does not require the City to file a motion to stay in any Court.  
65

66 §1-2 The permits or City approvals which are subject to this moratorium include those  
67 which would issue under the City Code including but not limited to grading permits, building  
68 permits, use and occupancy permits, and any Planning Commission, Board of Appeals,  
69 Department of Planning or Department of Public Works approvals, as well as any executory acts  
70 by the Mayor under City Ordinances, Council Resolutions and contracts or other agreements that  
71 anticipate future performance by the City.  
72

73 §1-3 The moratorium shall end upon the expiration of the time-period for the filing of a  
74 final appeal.  
75

76 §1-4 Notwithstanding the moratorium set forth in §1-1 of this Article III, the City  
77 Council, by resolution and for good cause shown, may grant a waiver from such a moratorium  
78 provided the matter has been set forth as an item on the Council meeting agenda.

79  
80       §1-5 To the extent that a Court or administrative body enters a final order confirming  
81 or approving the City's interpretation or construction of the City Charter, City Code, City  
82 Ordinance, Council Resolution, or contract or other agreement, then the City, as prevailing party,  
83 may request reimbursement of the City's attorneys' fees and out of pocket costs incurred by the  
84 City in such lawsuit subject to an order by a Court of competent jurisdiction.

85  
86 The foregoing amendment is hereby approved by the City Council.

87  
88 *ADOPTED by the City Council of Havre de Grace, Maryland this \_\_\_ day of May, 2021.*

89  
90 *SIGNED by the Mayor and attested by the Director of Administration this \_\_\_ day of May, 2021.*

91  
92  
93 ATTEST:

MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE

94  
95  
96  
97 Patrick D. Sypolt  
98 Director of Administration

William T. Martin  
Mayor

100  
101 Introduced/First Reading: 04/19/2021  
102 Public Hearing: 05/03/2021  
103 Second Reading/Adopted: 05/17/2021  
104  
105 Effective Date: 05/18/2021  
106

First Reading