

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1226 concerning Amending Ordinance No. 1216
regarding the Amtrak Railway Bridge Project
(Public Hearing)**

Date: **8/4/2026**

Notice: Any comments made after 5:00 p.m. on the Thursday before the Council Meeting will not be seen in the agenda packet.

Purpose:

- ☐ FYI
- ☒ **Read and Comment as Needed**
- ☒ **Action Required by August 17, 2026**
- ☐ In Confidential File Drawer

Approve:

Johnny Boker ☐ Yes ☐ No ☐ No Comment

Comment: _____

Casi Boyer ☐ Yes ☐ No ☐ No Comment

Comment: _____

Lizz Clarke ☐ Yes ☐ No ☐ No Comment

Comment: _____

Matthew Ellis ☐ Yes ☐ No ☐ No Comment

Comment: _____

David Glenn ☐ Yes ☐ No ☐ No Comment

Comment: _____

Vicki Jones ☐ Yes ☐ No ☐ No Comment

Comment: _____

Note: Legislative summary attached.



CITY OF HAYRE DE GRACE

OFFICE OF THE MAYOR

William T. Martin

MEMORANDUM

TO: The Honorable Council President Casi Boyer and
The Honorable Members of the City Council

FROM: Adam Rybczynski, Senior Aide to the Mayor

DATE: July 31, 2026

SUBJECT: Amending Ordinance No. 1216 - Master Property Acquisition Agreement for the
Susquehanna River Rail Bridge Project

1. Administrative and Legal Review

The attached ordinance was written and reviewed for legal sufficiency by the City Attorney.

2. Executive Summary

On behalf of Mayor Martin, the administration requests the introduction and passage of the attached Ordinance amending Ordinance No. 1216 to approve the First Amendment to the Master Property Acquisition Agreement with the National Railroad Passenger Corporation (Amtrak) and adopt revised property schedules.

Proposed Action & Primary Policy Rationale: The ordinance approves the First Amendment to the Master Property Acquisition Agreement (Master Agreement) with Amtrak, replacing original property schedules (Exhibits A, C, and E) with updated lists reflecting adjusted fee simple transfers, permanent easements, and temporary construction easements. This supports the vital infrastructure replacement and expansion of the Susquehanna River Rail Bridge Project by authorizing the necessary property interests. The City Council has found that the affected municipal properties are no longer required for general public use, while simultaneously safeguarding municipal ecological investments by preserving City access and maintenance rights for the Living Shoreline.

3. Existing City Code or Legislation

Existing Legislation: Under Ordinance No. 1216, the City established the original framework for Amtrak to acquire specified municipal property interests for the bridge replacement project. That framework approved fixed locations for fee-simple transfers (Exhibit A) and temporary construction easements (Exhibit E), while explicitly anticipating a subsequent amendment to define required permanent easement locations (Exhibit C) as engineering plans progressed.

4. Purpose for Legislation

The original schedules lack newly identified work zones essential to Amtrak's construction and long-term operational needs. Updating these schedules ensures legal authorization for rail corridor expansions while maintaining local alignment, protecting city property rights, and guaranteeing the City's ongoing rights to enter and maintain the Living Shoreline along the Susquehanna River.

5. Proposed Changes to the City Code

Specific Amendments & Citations

- **Section 1 (Approval of First Amendment):** Authorizes the Mayor to execute the First Amendment to the Master Agreement in substantially the form presented in Exhibit 1, permitting nonmaterial adjustments in consultation with the City Attorney.
- **Section 2 (Replacement of Property Schedules):** Formally deletes original Exhibits A, C, and E and replaces them with the revised schedules set forth in Exhibit 2:
 - **Revised Exhibit A (Fee Simple Transfers):** Incorporates new fee simple conveyances at Water Street & Otsego Street (Plan ID 33.5A); the bridge crossing at Union Avenue, Otsego Street, and Water Street (Plan ID 204B); and the bridge crossing at Freedom Lane (Plan ID 206) alongside existing ROW transfers.
 - **Revised Exhibit C (Permanent Easements):** Adds a permanent easement at 1369 Old Post Road (Plan ID 152A).
 - **Revised Exhibit E (Temporary Construction Easements):** Adds temporary construction easements at Water Street & Otsego Street (Plan ID 33.5B) and 1369 Old Post Road (Plan ID 152B) alongside existing temporary access sites.
- **Section 3 (Prior Ordinance; Continuing Effect):** Reaffirms that Ordinance No. 1216 remains in full force except as explicitly modified.
- **Section 4 (Living Shoreline Protection):** Mandates that any conveyances involving the Susquehanna River shoreline remain subject to the City's continuing obligation and right to access and maintain the Living Shoreline at its sole cost, requiring explicit terms in all deeds and easements.

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. 1226

Introduced by _____ Council Member Jones _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33, 34, 65, AND 75 OF THE HAVRE DE GRACE CITY CHARTER, TO AMEND ORDINANCE NO. 1216; TO APPROVE THE FIRST AMENDMENT TO THE MASTER PROPERTY ACQUISITION AGREEMENT FOR THE SUSQUEHANNA RIVER RAIL BRIDGE PROJECT; AND TO APPROVE REVISED SCHEDULES OF CITY PROPERTY TO BE CONVEYED TO NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) IN FEE SIMPLE OR SUBJECT TO PERMANENT OR TEMPORARY CONSTRUCTION EASEMENTS

On: August 3, 2026
at: 7:00 p.m.

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

PUBLIC HEARING

A Public Hearing is scheduled for August 17, 2026 at 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

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

WHEREAS, by Ordinance No. 1216, effective February 18, 2026, the Mayor and City Council of Havre de Grace approved the Master Property Acquisition Agreement for the Susquehanna River Rail Bridge Project (the **Master Agreement**) between the Mayor and City Council of Havre de Grace (the **City**) and National Railroad Passenger Corporation (**Amtrak**), including the acquisition of specified City property interests in furtherance of the Amtrak Railway Bridge Project; and

WHEREAS, Ordinance No. 1216 approved the City properties identified in Exhibit A to the Master Agreement for transfer to Amtrak in fee simple, approved the City properties identified in Exhibit E to the Master Agreement for temporary construction easements, and contemplated a subsequent amendment for Council approval of specified permanent-easement locations; and

WHEREAS, the City and Amtrak desire to enter into the First Amendment to Master Property Acquisition Agreement for Susquehanna River Rail Bridge Project (the **First Amendment**) to replace Exhibit A, Exhibit C, and Exhibit E to the Master Agreement with revised property schedules; and

WHEREAS, the revised schedules add certain locations required for construction and operation of the Project, including fee-simple locations at Water Street and Otsego Street, the Amtrak bridge crossing at the intersection of Union Avenue, Otsego Street, and Water Street, and the Amtrak bridge crossing at Freedom Lane; a permanent easement at 1369 Old Post Road; and temporary construction easements at Water Street and Otsego Street and 1369 Old Post Road; and

WHEREAS, the City Council finds that the properties and property interests identified in the revised schedules are no longer needed by the City for public use, subject to the City's continuing obligation and access rights concerning any Living Shoreline as set forth in the First Amendment; and

WHEREAS, the Director of Administration, the Director of the Department of Public Works, and the City Attorney have reviewed the First Amendment and revised property schedules for conformance with City policies and procedures, the City Code, and the City Charter;

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

1. Approval of First Amendment

The First Amendment to Master Property Acquisition Agreement for Susquehanna River Rail Bridge Project is hereby approved in substantially the form attached as **Exhibit 1**. The Mayor is authorized to execute the First Amendment and any related documents necessary to effectuate the approved conveyances and easements, in substantially the form approved, with such nonmaterial changes as the Mayor, after consultation with the City Attorney, determines are necessary or appropriate and do not materially alter the rights or obligations approved by this Ordinance.

2. Replacement of Property Schedules

Exhibit A, Exhibit C, and Exhibit E to the Master Agreement are deleted in their entirety and replaced by the revised schedules set forth in **Exhibit 2** to this Ordinance and incorporated herein. The property interests identified in those revised schedules are approved as follows:

1. The properties identified in the **Revised Exhibit A — Fee Simple Transfer Locations** are approved for conveyance to Amtrak in fee simple.
2. The property identified in the **Revised Exhibit C — Permanent Easement Locations** is approved for conveyance to Amtrak as a permanent easement.
3. The properties identified in the **Revised Exhibit E — Temporary Construction Easement Locations** are approved to be encumbered by temporary construction easements in favor of Amtrak.

3. Prior Ordinance; Continuing Effect

Except as expressly amended by this Ordinance, Ordinance No. 1216 remains unchanged and in full force and effect. The approval given by this Ordinance is supplemental to, and shall be read together with, the approvals given in Ordinance No. 1216.

4. Living Shoreline

Any property conveyed under the Master Agreement, as amended, that includes any portion of the shoreline along the Susquehanna River currently maintained by the City as the Living Shoreline shall be conveyed subject to the City's continuing obligation, at its sole cost, to maintain the Living Shoreline and/or to obtain permission from the Maryland Department of Natural Resources for the use of the property as described therein. The applicable deed or easement instrument shall confirm that obligation and grant the City reasonable access to perform such work as needed.

5. Effective Date

This Ordinance shall become effective upon its adoption and signature by the Mayor in accordance with the City Charter.

ADOPTED by the City Council of Havre de Grace, Maryland this ___ day of ____, 2026.

SIGNED by the Mayor and attested by the Director of Administration this ___ day of ____, 2026.

ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Christopher Ricci
Director of Administration

William T. Martin
Mayor

Introduced/First Reading: 8/3/2026

Public Hearing:

Second Reading/Adopted:

Effective Date:

Exhibit 1

FIRST AMENDMENT

TO

MASTER PROPERTY ACQUISITION AGREEMENT

FOR

SUSQUEHANNA RIVER RAIL BRIDGE PROJECT

THIS FIRST AMENDMENT TO MASTER PROPERTY ACQUISITION AGREEMENT (“Amendment”) is entered into this ____ day of August 2026, by and between the **Mayor and City Council of Havre de Grace** (“City”) and **National Railroad Passenger Corporation** (“Amtrak”). The City and Amtrak may each be referred to herein individually as a “Party” or collectively as the “Parties.”

BACKGROUND

- A. The Parties entered into that certain Master Agreement Property Acquisition Agreement on or about June 9, 2026 (the “Agreement”); and
- B. Under the Agreement, Amtrak will acquire temporary and permanent property interests to support Amtrak’s project to replace and expand the Susquehanna River Rail Bridge project (“Project”); and
- C. The Parties desire to amend the Agreement to replace Exhibit A, Exhibit C, and Exhibit E in order to include additional properties that Amtrak needs to support construction and operation of the Project.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Replacement of Exhibits.** Effective as of the date of this Amendment:

- *Fee Simple Transfer Locations:* Exhibit A to the Agreement is hereby deleted in its entirety and replaced with Exhibit A (Revised) attached hereto.
- *Permanent Easement Locations:* Exhibit C to the Agreement is hereby deleted in its entirety and replaced with Exhibit C (Revised) attached hereto.
- *Temporary Construction Easement Locations:* Exhibit E to the Agreement is hereby deleted in its entirety and replaced with Exhibit E (Revised) attached hereto.

Each revised Exhibit is incorporated into and made part of the Agreement. References in the Agreement to Exhibit A, Exhibit C, or Exhibit E shall be deemed to refer to the revised versions attached to this Amendment.

- 44 2. **Living Shoreline.** The Parties acknowledge and agree that any property conveyed pursuant
45 to this Agreement that includes any portion of the shoreline along the Susquehanna River
46 currently maintained by the City (the “Living Shoreline”) shall be conveyed subject to the
47 City’s continuing obligation, at its sole cost, to maintain the Living Shoreline. The
48 applicable deed or easement shall confirm such obligation and grant the City reasonable
49 access to perform such work, as needed.
50
- 51 3. **No Other Changes.** Except as expressly modified by this Amendment, all terms,
52 conditions, and provisions of the Agreement remain unchanged and in full force and effect.
53
- 54 4. **Conflict.** In the event of any conflict between this Amendment and the Agreement, this
55 Amendment shall control solely with respect to the subject matter hereof.
56
- 57 5. **Counterparts; Electronic Signatures.** This Amendment may be executed in counterparts,
58 including by electronic signature, each of which shall be deemed an original and all of
59 which together shall constitute one instrument.
60

61 IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first
62 above written.
63

Mayor and City Council of Havre de Grace

By: _____
William T. Martin, Mayor

Witness

National Railroad Passenger Corporation
(Amtrak)

By: _____
Name: _____
Title: _____

Witness

Exhibit 2
Exhibit A (Revised) – Fee Simple Transfer Locations

Address/Location	Property Right	Plan ID
* Water Street and Otsego Street	Fee Simple	33.5A
* Amtrak bridge crossing at intersection of Union Ave., Otsego St., and Water St.	Fee Simple	204B
* Amtrak bridge crossing at Freedom Lane	Fee Simple	206
Warren Street ROW between N. Adams St. and Centennial Ln.	Fee Simple	210A
Warren Street ROW between Centennial Ln. and N. Stokes St.	Fee Simple	210B

**Added via First Amendment to the Master Property Acquisition Agreement*

Exhibit C (Revised) – Permanent Easement Locations

Address/Location	Property Right	Plan ID
* 1369 Old Post Road	Permanent Easement	152A

**Added via First Amendment to the Master Property Acquisition Agreement*

Exhibit E (Revised) – Temporary Construction Easement Locations

Address/Location	Property Right	Plan ID
649 Water Street	Temporary Construction Easement	32
Water Street and Otsego Street	Temporary Construction Easement	33
* Water Street and Otsego Street	Temporary Construction Easement	33.5B
N. Union Avenue	Temporary Construction Easement	34
* 1369 Old Post Road	Temporary Construction Easement	152B
627 Water Street	Temporary Construction Easement	170

**Added via First Amendment to the Master Property Acquisition Agreement*