

# CITY COUNCIL

## READ FILE COVER SHEET

Subject: **Ordinance 1235 concerning Approving Agreement with HdG  
Green Team for the Food Forest Program**  
(Public Hearing)

Date: **9/22/2026**

**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 October 5, 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 HAVRE 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, Chief of Policy and Intergovernmental Affairs

**DATE:** September 17, 2026

**SUBJECT:** Introduction of Non-Codified Ordinance - Authorization of Agreement with  
Havre de Grace Green Team, Ltd. for Todd Park Food Forest

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#### 1. Administrative and Legal Review

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

#### 2. Executive Summary

On behalf of Mayor Martin, the administration requests the introduction and passage of the attached ordinance authorizing the Mayor to enter into a renewed two-year agreement with the Havre de Grace Green Team, Ltd. for the operation and maintenance of the Food Forest at Todd Park.

This agreement permits the Havre de Grace Green Team, Ltd. to continue utilizing approximately 2.63 acres of City-owned land at Todd Park for a public food forest and community vegetable garden. The project serves a public purpose by fostering local environmental sustainability, offering educational programming, and improving access to fresh produce for residents.

Operating under a formal agreement ensures clear liability protection for the City while assigning ongoing site maintenance, cultivation, and harvesting responsibilities entirely to qualified volunteer supervision.

The City has partnered with the Green Team on this site through a series of agreements since June 2018. With the current term expiring, legislative authorization is required to execute the renewed two-year agreement, maintaining uninterrupted operations, updated liability protections, and public access to the park.

CITY COUNCIL  
OF  
HAVRE DE GRACE, MARYLAND  
  
ORDINANCE NO. 1235

Introduced by \_\_\_\_\_ Council President Boyer \_\_\_\_\_

**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 AND 34  
OF THE HAVRE DE GRACE CITY CHARTER TO ENTER INTO AN  
AGREEMENT WITH THE HAVRE DE GRACE GREEN TEAM LTD, AS  
IT RELATES TO A FOOD FOREST ON CITY PROPERTY AT TODD  
PARK**

On: September 21, 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 October 5, 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.

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

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

36       **WHEREAS**, the Green Team and the City entered into a Memorandum of Understanding  
37 (“MOU”) in June 2018 with respect to the operation of a Food Forest on City-owned property at  
38 Todd Park, and extended the MOU in September 2020; and

39       **WHEREAS**, the Green Team entered into an Agreement with the City of Havre de Grace  
40 on October 21, 2022 and October 25, 2024 to continue the food forest on City-owned property at  
41 Todd Park; and

42       **WHEREAS**, the Green Team wishes to renew the Agreement with the City of Havre de  
43 Grace to continue the food forest on City-owned property at Todd Park; and

44       **WHEREAS**, the use of Todd Park as a Food Forest to be maintained by the Green Team  
45 is consistent with the City’s general purposes and in the aid of education and charity within the  
46 City;

47       **NOW THEREFORE**, it is this        day of October, 2026 determined, decided and  
48 ordained by the Mayor and City Council that the Mayor is authorized to enter into an Agreement  
49 with the Havre de Grace Green Team, LTD, in a form substantially similar to that which is attached  
50 as **EXHIBIT A** to this Ordinance, for a period of two (2) years, at which time the Agreement may  
51 be renewed at the discretion of the Mayor and City Council of Havre de Grace.

52  
53 ADOPTED by the City Council of Havre de Grace, Maryland this \_\_\_\_ day of October, 2026.

54  
55 SIGNED by the Mayor and attested by the Director of Administration this \_\_\_\_ day of October,  
56 2026.

57  
58  
59 ATTEST:

MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE

60  
61  
62  
63 \_\_\_\_\_  
64 Christopher Ricci  
65 Director of Administration

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67 \_\_\_\_\_  
68 William T. Martin  
69 Mayor

70  
71 Introduced/First Reading:        9/21/2026

Public Hearing:

Second Reading/Adopted:

Effective Date:

## EXHIBIT A



# City of Havre de Grace

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

410-939-1800

## AGREEMENT BETWEEN HAVRE DE GRACE GREEN TEAM AND THE CITY OF HAVRE DE GRACE, MARYLAND

This Agreement ("Agreement") dated the \_\_\_\_ day of \_\_\_\_\_, 2026 is entered into by the Havre de Grace Green Team, Ltd., a charitable organization in good standing and organized under the laws of Maryland ("Green Team"), and the Mayor and City Council of Havre de Grace, a Maryland municipal corporation ("City"), for the purposes of defining the rights and responsibilities of each party with respect to the operation of a Food Forest by the Green Team on a parcel of land known as Todd Park owned by the City ("Food Forest"). Both parties agree to bind themselves according to the provisions of this Agreement to the extent this Agreement is not inconsistent with the City Code, City Charter or Maryland law.

The Green Team agrees to:

1. Provide \$1,000,000 of liability insurance, naming the City of Havre de Grace, 711 Pennington Avenue, Havre de Grace, MD 21078 as additional insured for any claim arising from the operation of the Food Forest or execute a separate waiver of liability holding the City harmless for any injuries or damages arising out of the Green Team's operation of the Food Forest which injuries or damages in anyway relate to the planting, maintenance, harvesting or consuming fruits or vegetables grown in the Food Forest.
2. Limit the planting and/or cultivation to non-invasive or non-intrusive plants, and annual/perennial edible plants, flowers, herbs and fruit trees and nut trees.
3. Supervision of the Food Forest will be the responsibility of the Green Team members.
4. Keep the Food Forest neat and orderly with no storage of gardening materials outside of a single storage shed/enclosure which shed/enclosure shall be approved by the City. A water tote as approved by the City, may also be permitted.
5. Be responsible for the pruning of trees and bushes, weeding of gardens, watering of all plants, and the harvesting of all fruits and vegetables.
6. The gardens and trees shall be planted in such a manner and configuration in the Food Forest as pre-approved by the Director of Public Works and such configuration shall not interfere with the City's general maintenance and upkeep of the public park.
7. Notify the Department of Public Works to schedule pick-up of any yard waste created by the operation of the Food Forest (i.e., tree limbs, weeds, spoiled fruit, etc.).
8. The Food Forest will generally be available to the public from dawn to dusk, seven (7) days a week.

9. Monitor and secure the use of water to prevent waste of water supplied by the City.
10. Only use the water for the purpose of maintaining the trees, bushes and gardens.

The City agrees to:

1. Allow the Green Team to use approximately 2.63 acres of Todd Park, located on Seneca Avenue, for the purpose of planting and maintaining a Food Forest and vegetable garden available to the public.
2. Allow the Green Team to install signage explaining the food forest and identifying the plants therein.
3. Provide the Food Forest a reasonable source and volume of water in a manner most efficient and effective for the City provided that the volume of water provided under this Agreement may be reviewed by the City to determine the impact on City operations which may require modification of this Agreement.
4. Provide equipment and labor to assist the Green Team in the planting and removal of trees, bushes, and plants as needed, provided, however, that under no circumstances will overtime labor be provided by the City's employees, and provided further that the amount of labor required by this Agreement may be reviewed by the City to determine its impact on the City's operations which may require modification of this Agreement.
5. Provide woodchips when most efficient and effective for the City provided that the volume of woodchips provided under this Agreement may be reviewed by the City to determine the impact on the City's operations which may require modification of this Agreement.

This Agreement shall be for a term of two (2) years with an annual review to be presented by the Green Team on or before July 1<sup>st</sup>, and simultaneous with the Green Team's presentation of the status of the Food Waste Composting Program, the Green Team shall present to the Mayor and City Council an overview of the successes and failures of the Food Forest project.

The City, at its sole discretion, may terminate this Agreement or amend any portion of the Agreement at any time and for any reason if it is deemed to be in the best interest of the City.

ATTEST: HAVRE DE GRACE GREEN TEAM, LTD

ATTEST: MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE

By: Christopher Ricci  
Director of Administration

By: William T. Martin  
Mayor

Approved for legal sufficiency:

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

Public Hearing