

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1236 concerning Approving Agreement with HdG
Green Team for the Composting 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. and Garrity Renewables, LLC for Food Waste
Composting Collection at Hutchins Park

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 an agreement with the Havre de Grace Green Team Ltd. ("Green Team") and Garrity Renewables, LLC for food waste composting collection on City-owned property at Hutchins Park.

Since May 2020, food waste composting at Hutchins Park has operated under temporary Memoranda of Understanding (MOUs) and short-term agreements between the City and the Green Team.

This ordinance formalizes a two-year agreement allowing the Green Team to operate a food waste collection site using a vendor (Garrity Renewables, LLC) within a City-maintained enclosure at Hutchins Park.

If passed, this legislation would advance the City's sustainability goals, divert organic waste from landfills, and promote environmental stewardship without imposing service costs or operational liabilities on City taxpayers.

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. 1236

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 COMPOSTING COLLECTION WITH GARRITY
RENEWABLES, LLC. ON CITY PROPERTY**

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.

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

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

37 **WHEREAS**, the Green Team and the City entered into a Memorandum of Understanding
38 (MOU) in May 2020 to explore food waste composting at a collection site on City-owned property
39 at Hutchins Park, and extended the MOU in January 2021; and renewed the MOU in June 2022;
40 and

41 **WHEREAS**, the Green Team entered into an Agreement with the City of Havre de Grace
42 on July 31, 2023 and November 1, 2024 to continue the food waste composting on City-owned
43 property at Hutchins Park; and

44 **WHEREAS**, the Green Team wishes to renew the Agreement with the City of Havre de
45 Grace to continue the food waste composting on City-owned property at Hutchins Park; and

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

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

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

56
57 SIGNED by the Mayor and attested by the Director of Administration this ____ day of October,
58 2026.

59
60
61 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

62
63
64
65 Christopher Ricci
66 Director of Administration

67 William T. Martin
68 Mayor

69 Introduced/First Reading: 9/21/2026

70 Public Hearing:

71 Second Reading/Adopted:

72
73 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 GARRITY RENEWABLES LLC. ("Garrity"), 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 food waste collection and composting operation by the Green Team on a parcel of land known as Hutchins Park owned by the City. 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. Ensure that the bins are maintained, and shall keep the area remaining free of debris and clutter that does not belong.
2. Ensure that bins are replaced at least one time per week by the contractor.
3. Maintain and provide the City with a General Liability Policy for the location
4. A contractual agreement with Garrity shall remain in force 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.
5. Maintain the signage that depicts the type of waste that may not be disposed; including, without limitation, that no hazardous non-organic items in the bins (glass, bathroom trash, batteries, oils, crab shells, fish or electronics waste) shall be permitted.

The City agrees to:

1. Continue to allow composting on a mutually agreed location on City-owned property adjacent to Hutchins Park (see map Attachment 1)
2. Continue to maintain 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.

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.

Any additional or replacement signage for the enclosure, which the City shall install will be provided by the Havre de Grace Green Team, Ltd.

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.

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.

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 1st, and simultaneous with the Green Team's presentation of the status of the Food Forest project, the Green Team shall present to the Mayor and City Council an overview of the successes and failures of the Food Waste Composting Program.

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: GARRITY RENEWABLES LLC

By: Justen Garrity
Title: Founder/CEO

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

Attachment 1

Location of Food Waste Composting

