CITY COUNCIL
READ FILE COVER SHEET

Subject: **Ordinance 1241 concerning Approving Renewal of a Lease Agreement for use of a portion of Hutchins Memorial Park by Canton Kayak Club (Public Hearing)**

Date: **11/17/2026**

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 December 7, 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: N/A

CITY COUNCIL

OF

HAVRE DE GRACE, MARYLAND

ORDINANCE NO. 1241

Introduced by Council Member Glenn

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 AND 76 OF THE HAVRE DE GRACE CITY CHARTER TO APPROVE RENEWAL OF A LEASE AGREEMENT FOR USE OF A PORTION OF FRANK J. HUTCHINS MEMORIAL PARK BY CANTON KAYAK CLUB

On: November 16, 2026

at: 7:00 PM

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

PUBLIC HEARING

A Public Hearing is scheduled for December 7, 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.

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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 Frank J. Hutchins Memorial Park 100 Congress Avenue along the shoreline at the foot of Congress Avenue in the City, as more particularly described herein ("Hutchins Park"); and

WHEREAS, the Canton Kayak Club is a non-profit, membership-based kayak sharing club offering kayaks in various locations throughout the Chesapeake Bay region; and

WHEREAS, the Canton Kayak Club and the City entered into a lease agreement on October 24, 2025, effective January 1, 2026, to store its kayaks at Hutchins Park for the benefits of its members; and

WHEREAS, the Canton Kayak Club wishes to renew the lease agreement with the City of Havre de Grace to continue to store its kayaks at Hutchins Park for the benefits of its members; and

WHEREAS, the City believes that the proposed use is consistent with the City's general and charitable purposes, and will promote safety, health, good will of the citizens and the City's economy by bringing new visitors to downtown Havre de Grace; and

WHEREAS, a copy of the proposed lease is attached hereto as Exhibit A.

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

The Lease with Canton Kayak Club is approved and the Mayor is authorized to execute a lease agreement substantially in the form attached hereto as Exhibit A for the purposes set forth therein.

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

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

ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

_____
Christopher Ricci
Director of Administration

_____
William T. Martin
Mayor

Introduced/First Reading: 11/16/2026
Public Hearing:
Second Reading/Adopted:

Effective Date:

Public Hearing

EXHIBIT A

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease" or "Agreement") is effective this ____ day of _____, 2026 ("Effective Date"), between THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, a Maryland municipal corporation, ("City" or "Lessor"), and CANTON KAYAK CLUB, INC., a tax-exempt Maryland corporation ("Company" or "Lessee").

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 Frank J. Hutchins Memorial Park 100 Congress Avenue along the shoreline at the foot of Congress Avenue in the City, as more particularly described herein ("Hutchins Park"); and

WHEREAS, the Lessee is the owner and operator of CANTON KAYAK CLUB, which is a membership based kayak sharing club offering kayaks in various locations throughout the Chesapeake Bay region; and

WHEREAS, the Lessee desires to renew the Havre de Grace location availability to members and seeks to store its kayaks at Hutchins Park for the benefit of its members; and

WHEREAS, the City believes that the proposed use by Lessee is consistent with the City's general and charitable purposes, and will promote safety, health, good will of the citizens and the City's economy by bringing new visitors to downtown Havre de Grace;

NOW THEREFORE, the parties agree as follows:

1. TERM. This Lease shall be effective for a term of one calendar year 2027 and shall commence on January 1, 2027 ("Effective Date"). Further renewals may only be made by written agreement of the parties, at the normal fee rate as described in Chapter 70 of the City Code. In the event the Lease is not renewed prior to the end of 2027, the Lessee shall vacate the approved location and dockage at Hutchins Park by no later than December 31, 2027.

2. DOCK FEE. The parties agree that the dock fee, exclusive of electric and water usage will be determined by City Code Chapter 70 and payable annually within 30 days of the Effective Date.

3. TERMS OF USE.

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

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

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

D. The permitted use is subject to the Lessee observing and obeying all rules, ordinances, requirements, regulations, orders or directives made by the City through its proper officers, directors or agents. Such rules and regulations shall include, without limitation, those

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relating to signage, noise ordinance, or the necessity of acquiring any permits, including any permits from the Harford County Liquor Control Board. In addition, Lessee agrees to abide by all applicable federal, state or local dock procedures, rules, and regulations, including, without limitation: federal, state, and county laws relating to marine safety, communication, sanitation, pollution and navigation (such as the Inland Navigational Rules Act of 1980, Rules and Regulations of the Coast Guard, Maryland Department of Natural Resources, and Maryland Department of the Environment).

E. The permitted use only applies to the waterfront area of Hutchins Park and the pier located thereon ("Hutchins Park Pier"), and this Lease does not apply to any other boat slip, mooring, dock or pier, unless it is a temporary situation to accommodate emergency conditions or repair to the Pier.

F. Improvements

1. Lessee does not anticipate any improvements to the Hutchins Park Pier, but would want to review with the City a possible change of the location of the EZdock kayak launcher to a different location on the pier to accommodate the launching of larger kayaks. Any changes to the location of the EZdock kayak launcher must be pre-approved in writing by the City's Board of Port Wardens.

2. Any improvements required by Lessee must be paid in full by the Lessee.

3. Any improvements must be completed by a contractor approved by the Marina Manager and the Director of Planning.

a) Submittal of a design will be required, to include all specifications, maintenance requirements and estimated costs.

b) Upon termination of this Lease for any reason, the City will decide whether to keep the improvements or require the Lessee to remove and properly dispose of the improvement (s).

G. Prior to storing the kayaks at Hutchins Park, the Lessee must provide the City of Havre de Grace the following documentation: (a) a Certificate of Good Standing from the State of Maryland Departments of Assessments and Taxation; and (b) Current Insurance Certificate (See Section 9).

H. The permitted use includes the storage of approximately 8-12 kayaks onsite in one parking space (rack/trailer) in Hutchins Park at a location closest to the pier with the EZdock kayak launcher as approved by the City.

4. INDEMNITY. The Lessee, and each of its member's using the kayaks stored at Hutchins Park, shall indemnify and save harmless the City and its employees and agents from all claims and demands suits, actions, loss, damages, recoveries, judgments, costs or expenses in any injury, death, loss or damage related to the Lessee's use of City property or breach of this Lease Agreement. For the member indemnification, the Lessee will provide an indemnification and

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release form to the City for review by the City Attorney and such forms must be approved prior to first use by members. Lessee is obligated to maintain a record of all member indemnification forms and make them available for public inspection upon the City's request. The Lease may be terminated at any time by the City if Lessee is in violation of this provision.

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

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

7. PERMITTED USE. The temporary permitted use allowed by this Lease is the following: the storage of up to 12 kayaks, their docking, launching, and maintenance at an agreed location at Hutchins Park. Such use is limited to members of the Corporation, and must not interfere with the docking, mooring, or operation of emergency vehicles.

8. KAYAK MAINTENANCE/ABANDONED KAYAKS. As kayaks do not have motors, it is not anticipated that there will be any heavy maintenance, such as major engine repair, which ordinarily would be prohibited. The City reserves the right in its sole discretion to determine what type of maintenance and repair to kayaks shall be permitted. The Lessee agrees that it will not leave any abandoned kayaks at Hutchins Park and only operational kayaks will be stored.

9. INSURANCE. Lessee shall keep in full force and effect and provide to the City insurance policies and certificates, which provide protection and indemnity coverage of no less than Two Million Dollars ($2,000,000.00) for personal injury and for property damage to the Hutchins Park Pier or other private property at Hutchins Park. The City shall appear as an additional insured on any policy of insurance for your operations. The Lessee does not have paid employees so proof of workers' compensation coverage is not required.

10. SPECIAL EVENTS AND PROMOTIONS. The Lessee agrees to cooperate with promotional and special events that may occur throughout the City, including those that occur in or near Hutchins Park, such as the Youth Sailing School and Independence Day celebrations. For special events in the City, additional storage sites may be permitted but only with prior written permission of the City. Lessee agrees to permit the City to photograph or otherwise produce a likeness of the kayaks for publication or promotional purposes and shall permit the erection of signs and other promotional displays on or near the Pier promoting seasonal events authorized by the City.

11. UTILITIES. Lessee will not be responsible for utilities for the 2027 calendar year provided use is reasonable. In the event, the City receives utility bills that are unreasonably high, the City may, without notice, temporarily shut off utilities as may be necessary to access the need for repairs and/or use.

12. PARKING. This Lease does not include any parking areas as a matter of right. The privilege granted to the Lessee's patrons to use City parking lots, including parking spaces in

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Hutchins Park is solely as an accommodation to the Lessee, and may be restricted by the City at any time without notice.

13. KAYAK OWNERSHIP. By signing this agreement, Lessee represents and warrants that it is the owner of kayaks to be stored at Hutchins Park, and shall provide a description of the kayaks to be stored. The kayak storage is at Lessee's own risk and the City shall not be responsible for any loss, damage, or vandalism to the kayaks or the storage rack/trailer as provided in paragraph 15 below.

14. CONDITION OF DOCKING AND ADJACENT FACILITIES. Lessee acknowledges that it has inspected the Pier and adjacent facilities and is satisfied that the Pier is adequate for safe launching of the kayaks. The Lessee is accepting the Pier in "as is" condition. The City shall designate the location of loading ramps. Lessee shall not alter the Pier or bulkhead without written permission of the City.

15. RESPONSIBILITIES REGARDING SAFETY AND DAMAGE.

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

B Lessee represents and warrants that the kayaks are in a seaworthy condition and will be maintained in a seaworthy condition at all times while they are kept at Hutchins Park. Should the City discover the kayaks are in peril or may cause damage to surrounding personal or real property. Lessee agrees to pay to the City as an additional dock fee, all charges for labor and materials incurred or expenses paid by the City for the kayaks in connection with correcting this situation, provided however, the City has no obligation to render aid or assistance under any circumstances.

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

D. The City is not responsible for losses or damages to the kayaks in any way. The Lessee is fully responsible for protection of the kayaks from hurricanes, high water, winds, and other natural occurrences. The Lessee is fully responsible for damage to structures, pilings docks, piers, or moorings and any and all other property or persons at the Pier. In the event of an emergency, the City reserves the right but not the obligation to move the kayaks to other mooring places. It is expected that if Lessee keeps its kayaks at Hutchins Park during the hurricane season, Lessee will have made arrangements for the safe mooring of the kayaks on the approach of a storm.

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In the event of a tropical storm or hurricane, the City reserves the right, but not the obligation to evacuate the kayaks at the Lessee's expense and risk.

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

16. TAXES. Lessee is a tax-exempt entity and is not required to pay the City's admissions and amusement tax.

17. LIEN. The City shall have the right to assert a lien against the kayaks in the event of a failure to pay the Dock Fee should one become due, or any applicable City taxes when due. In addition, to the extent the City has incurred any expenses under this Lease which have not been reimbursed by Lessee the City has a right to assert a lien against the kayaks for such amounts not reimbursed.

18. DEFAULT. Upon the Lessee's failure to comply with this Lease, the City shall have the right to terminate the Lease immediately.

19. RIGHT TO RE-ENTER. Upon a Lessee's failure to pay the Dock Fee, or rectify a dangerous condition, or upon failure to repair damage to the Pier caused by Lessee, its members, or the kayaks, the City reserves the right to lawfully re-enter the Pier and Hutchins Park and take possession by removing the kayaks from the Pier. Lessee shall be responsible for all costs incurred in such removal and City reserves the right to assert a lien in the event such costs are unpaid.

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

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

22. TIME. Time is of the essence.

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

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

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

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TO THE CITY: The Director of Administration
City Hall
711 Pennington Ave
Havre de Grace, MD 21078
chrisr@havredegracemd.com

TO THE LESSEE:

CANTON KAYAK CLUB, INC.

_____

_____

26. SURRENDER OF HUTCHINS PARK PIER AND STORAGE AREA. Upon expiration or termination of this Lease for any reason, Lessee shall surrender the quiet and peaceful possession of the Pier and Hutchins Park storage area, in as good order and condition as when received, natural wear and tear excluded as may be determined by the City in its sole discretion.

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

WITNESS/ATTEST: MAYOR AND CITY COUNCIL OF HAVRE DE GRACE

_____ _____

Christopher Ricci, Director of Administration By: William T. Martin, Mayor

WITNESS/ATTEST: CANTON KAYAK CLUB, INC.

_____ _____

(signature)

By:_____

(print name)

APPROVED FOR LEGAL SUFFICIENCY:

_____

April C. Ishak, Esquire
City Attorney

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STATE OF MARYLAND, COUNTY OF HARFORD:

I HEREBY CERTIFY, that on this _____ day of _____, 2026, before me, the subscriber, a Notary Public of the State and County aforesaid, 2026, personally appeared William T. Martin, Mayor of the City of Havre de Grace, who acknowledged that, being authorized to do so, he executed this Lease Agreement on behalf of the Mayor and City Council of Havre de Grace as Mayor for the purposes stated therein.

As WITNESS my hand and Notarial Seal.

_____
Notary Public

My commission expires: _____

STATE OF MARYLAND, COUNTY OF HARFORD:

I HEREBY CERTIFY, that on this _____ day of _____, 2026 before me, the subscriber, a Notary Public of the State and County aforesaid, 2026, personally appeared_____, who acknowledged that, being authorized to do so, he/she executed this Lease Agreement on behalf of Canton Kayak Club, Inc. for the purposes stated therein.

As WITNESS my hand and Notarial Seal.

_____
Notary Public

My commission expires: _____

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