

**CITY OF BALTIMORE  
COUNCIL BILL 08-0114  
(First Reader)**

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Introduced by: The Council President  
At the request of: The Administration (Department of Public Works)  
Introduced and read first time: May 5, 2008  
Assigned to: Highways and Franchises Subcommittee

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REFERRED TO THE FOLLOWING AGENCIES: City Solicitor, Planning Commission, Department of Housing and Community Development, Department of Public Works, Department of Transportation, Fire Department, Board of Estimates

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A BILL ENTITLED

1 AN ORDINANCE concerning

2 **Franchise – Private Product Recovery System Pipeline Under and**  
3 **Across a Portion of the Boston Street Right-of-way**

4 FOR the purpose of granting a franchise to ExxonMobil to construct, use, and maintain a private  
5 product recovery system pipeline under and across a portion of the Boston Street right-of-  
6 way, connecting facilities located on the properties known as 4200 Boston Street and 1610  
7 South Newkirk Street, subject to certain terms, conditions, and reservations; and providing  
8 for a special effective date.

9 By authority of  
10 Article VIII - Franchises  
11 Baltimore City Charter  
12 (1996 Edition)

13 **Recitals**

14 ExxonMobil owns a former gasoline refinery and a bulk storage terminal on the  
15 property known as 4200 Boston Street. The refinery and terminal are now  
16 inactive. The company will be installing several recovery wells on their property  
17 to assist with the recovery of their gasoline product.

18 The recovery wells are to be connected via an underground pipeline and conveyed  
19 to a storage tank located on the property known as 1610 South Newkirk Street,  
20 where ExxonMobil has an existing access agreement. The storage tank will be  
21 periodically emptied by tanker truck and the gasoline product recycled.

22 Connecting the recovery wells to the storage tank requires a portion of the  
23 product recovery pipeline to be located in and begin approximately 4 feet below  
24 the surface of the Boston Street right-of-way. The pipeline will be installed using  
25 horizontal directional drilling techniques under the right-of-way from entry and  
26 exit trenches located on the Boston and South Newkirk Street properties. The  
27 installation of the pipeline is not expected to unduly interfere with traffic on  
28 Boston Street.

EXPLANATION: CAPITALS indicate matter added to existing law.  
[Brackets] indicate matter deleted from existing law.

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1       **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a  
2 franchise or right is granted to ExxonMobil, its tenants, successors, and assigns (collectively, the  
3 “Grantee”) to construct, use, and maintain, at Grantee’s own cost and expense, and subject to the  
4 terms and conditions of this Ordinance, a private 12-inch HDPE casing pipe containing one 2-  
5 inch steel product pipe, one 2-inch steel spare line, and several 1/2-inch polyethylene air lines  
6 needed to operate the pumps in the recovery wells, approximately 77 feet 8 inches long and 1  
7 foot wide, between the properties known as 4200 Boston Street and 1610 South Newkirk Street,  
8 and more particularly described as follows:

9           Beginning on the south side of Boston Street at the Canton Railroad property, said  
10 beginning being distant 107 feet from the westernmost corner of the property of  
11 CSXT and then continuing on the south side of Boston Street, in an easterly  
12 direction 1 foot, more or less; thence by a straight line, North 27 degrees West, 77  
13 feet, more or less to the north side of said Boston Street; thence along the  
14 northernmost side of said Boston Street, Westerly 1 foot, more or less; thence by  
15 a straight line, South 27 degrees East 77 feet, more or less, to the point of  
16 beginning.

17       **SECTION 2. AND BE IT FURTHER ORDAINED,** That to become effective, the franchise or right  
18 granted by this Ordinance (the “Franchise”) must be executed and enjoyed by the Grantee within  
19 6 months after the effective date of this Ordinance.

20       **SECTION 3. AND BE IT FURTHER ORDAINED,** That as compensation for the Franchise, the  
21 Grantee shall pay to the Mayor and City Council of Baltimore a franchise charge of \$\_\_\_\_\_ a  
22 year, subject to increase or decrease as provided in Section 5 of this Ordinance. The franchise  
23 charge must be paid annually, at least 30 days before the initial and each renewal term of the  
24 Franchise.

25       **SECTION 4. AND BE IT FURTHER ORDAINED,** That:

26           (a) The initial term of the Franchise is 1 year, commencing on the effective date of this  
27 Ordinance. Unless sooner terminated as provided in this Ordinance, the Franchise will  
28 automatically renew, without any action by either the Mayor and City Council of Baltimore or  
29 the Grantee, for 24 consecutive 1-year renewal terms. Except as otherwise provided in this  
30 Ordinance, each renewal term will be on the same terms and conditions as the initial term. The  
31 maximum duration for which the Franchise may operate, including the initial and all renewal  
32 terms, is 25 years.

33           (b) Either the Mayor and City Council of Baltimore, acting by and through the Director of  
34 Public Works, or the Grantee may cancel the Franchise as at the end of the initial or any renewal  
35 term by giving written notice of cancellation to the other at least 90 days before the end of that  
36 term.

37       **SECTION 5. AND BE IT FURTHER ORDAINED,** That the Mayor and City Council of Baltimore,  
38 acting by and through the Board of Estimates, may increase or decrease the annual franchise  
39 charge by giving written notice of the increase or decrease to the Grantee at least 150 days  
40 before the end of the original or renewal term immediately preceding the renewal term to which  
41 the increase or decrease will first apply. The new franchise charge will apply to all subsequent  
42 annual renewal terms, unless again increased or decreased in accordance with this section.

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1       **SECTION 6. AND BE IT FURTHER ORDAINED,** That the Mayor and City Council of Baltimore  
2 expressly reserves the right at all times to exercise, in the interest of the public, full municipal  
3 superintendence, regulation, and control over and in respect to all matters connected with the  
4 Franchise and not inconsistent with the terms of this Ordinance.

5       **SECTION 7. AND BE IT FURTHER ORDAINED,** That the Grantee, at its own cost and expense,  
6 shall maintain in good condition and in compliance with all applicable laws and regulations of  
7 Baltimore City, all structures for which the Franchise is granted. The maintenance of these  
8 structures shall be at all times subject to the regulation and control of the Commissioner of  
9 Housing and Community Development and the Director of Public Works. If any structure for  
10 which the Franchise is granted must be readjusted, relocated, protected, or supported to  
11 accommodate a public improvement, the Grantee shall pay all costs and expenses in connection  
12 with the readjustment, relocation, protection, or support.

13       **SECTION 8. AND BE IT FURTHER ORDAINED,** That at the option of the Mayor and City  
14 Council of Baltimore, acting by and through the Director of Public Works, the Grantee's failure  
15 to comply with any term or condition of this Ordinance constitutes a forfeiture of the Franchise.  
16 Immediately on written notice to the Grantee of the exercise of this option, the Franchise  
17 terminates. Once so terminated, only an ordinance of the Mayor and City Council of Baltimore  
18 may waive the forfeiture or otherwise reinstate the Franchise.

19       **SECTION 9. AND BE IT FURTHER ORDAINED,** That at any time and without prior notice, the  
20 Mayor of Baltimore City may revoke the Franchise if, in the Mayor's judgment, the public  
21 interest, welfare, safety, or convenience so requires. Immediately on written notice to the  
22 Grantee of the exercise of this right, the Franchise terminates.

23       **SECTION 10. AND BE IT FURTHER ORDAINED,** That on cancellation, expiration, forfeiture,  
24 revocation, or other termination of the Franchise for any reason, the Grantee shall remove all  
25 structures for which the Franchise is granted. The removal of these structures shall be  
26 (i) undertaken at the cost and expense of the Grantee, without any compensation from the Mayor  
27 and City Council of Baltimore, (ii) made in a manner satisfactory to the Commissioner of  
28 Housing and Community Development and the Director of Public Works, and (iii) completed  
29 within the time specified in writing by the Director of Public Works.

30       **SECTION 11. AND BE IT FURTHER ORDAINED,** That the Grantee is liable for and shall  
31 indemnify and save harmless the Mayor and City Council of Baltimore against all suits, losses,  
32 costs, claims, damages, or expenses to which the Mayor and City Council of Baltimore is at any  
33 time subjected on account of, or in any way resulting from, (i) the presence, construction, use,  
34 operation, maintenance, alteration, repair, location, relocation, or removal of any of the  
35 structures for which the Franchise is granted, or (ii) any failure of the Grantee, its officers,  
36 employees, or agents, to perform promptly and properly any duty or obligation imposed on the  
37 Grantee by this Ordinance.

38       **SECTION 12. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect on the date it  
39 is enacted.