

**CITY OF BALTIMORE  
COUNCIL BILL 07-0787  
(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: September 17, 2007  
Assigned to: Highways and Franchises Subcommittee

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REFERRED TO THE FOLLOWING AGENCIES: 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 Steam Line Under and Across**  
3 **Central Avenue and North Caroline Street**

4 FOR the purpose of granting a franchise to The Johns Hopkins Hospital to construct, use, and  
5 maintain a private steam line under the Central Avenue and North Caroline Street rights-of-  
6 way, subject to certain terms, conditions, and reservations; and providing for a special  
7 effective date.

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

12 **Recitals**

13 The Johns Hopkins Hospital will be constructing a steam line and appurtenant vaults to  
14 service its facilities in an area beginning in the 500 block of Central Avenue and  
15 extending to the 500 block of North Caroline Street and into the Johns Hopkins Hospital  
16 complex.

17 Portions of the private steam line and vaults will be located beneath the surface of the  
18 Central Avenue and North Caroline Street rights-of-way, and portions will cross 1400  
19 Orleans Street and 540 North Caroline Street, which are properties owned by the Mayor  
20 and City Council of Baltimore (the “City Properties”). The portions of steam line  
21 crossing the City Properties will be subject to perpetual easements and will require an  
22 ordinance separate from this franchise ordinance. The steam line will be located and  
23 begin 7 feet beneath the surface of the public rights-of-way.

24 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a  
25 franchise or right is granted to The Johns Hopkins Hospital, its tenants, successors, and assigns  
26 (collectively, the “Grantee”) to construct, use, and maintain, at Grantee’s own cost and expense,  
27 and subject to the terms and conditions of this Ordinance, a private steam line and appurtenant  
28 vaults within a 10 foot wide easement that will provide heating services to its main hospital

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

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1 complex, by crossing beneath portions of the Central Avenue and North Caroline Street rights-  
2 of-way, and more particularly described as follows:

3 One 12 inch Steel Steam Supply line, beginning for the same in the existing  
4 easterly right-of-way of Central Avenue, having a right-of-way width of 100.00  
5 feet, said point being North 02 degrees 46 minutes 40 seconds West, 334.11 feet  
6 from the point of intersection of said easterly right-of-way line of Central Avenue  
7 and the northerly right-of-way line of Orleans Street, having a right-of-way width  
8 of 116.00 feet as shown on a plat entitled "Redevelopment Area No. 3-A, Lots for  
9 Development" as recorded among the said Land Records in Plat Pocket Folder  
10 J.F.C. 1188; thence departing said point so fixed so as to cross and include a  
11 portion of said Central Avenue, with a meridian reference to the Baltimore Survey  
12 Control System, as now surveyed, (1) South 87 degrees 05 minutes 38 seconds  
13 West, 9.94 feet; thence (2) North 02 degrees, 54 minutes, 19 seconds West, 20.09  
14 feet; thence (3) South 87 degrees 05 minutes 42 seconds West, 7.46 feet; thence  
15 (4) North 03 degrees 17 minutes 26 seconds West, 10.00 feet; thence (5) North 87  
16 degrees 05 minutes 41 seconds East, 17.54 feet to intersect with said easterly  
17 right-of-way of Central Avenue; thence binding thereon, in part (6) South 02  
18 degrees 46 minutes 40 seconds East, 20.09 feet, to the point of beginning.

19 Containing 375 square feet or 0.01 acres in plane, more or less.

20 One 12 inch Steel Steam Supply line, beginning for a point of intersection of the  
21 westerly right-of-way line of North Caroline Street, having a right-of-way width  
22 of 80.00 feet and with the line of division between Lot 1 and Lot 2 as shown on a  
23 plat of subdivision entitled "Subdivision Plan for School Site #133, 500, & 540 N.  
24 Caroline Street, Baltimore, Maryland" as recorded among the Land Records of  
25 Baltimore City in Plat Pocket Folder F.M.C. 3708; thence departing said point so  
26 fixed and binding on said North Caroline Street, in part thereof with a meridian  
27 reference to the Baltimore City Survey Control System, as now surveyed, (1)  
28 North 02 degrees 48 minutes 00 seconds West, 10.00 feet; thence departing said  
29 westerly right-of-way line so as to cross and include a portion of said North  
30 Caroline Street (2) North 87 degrees 05 minutes 40 seconds East, 29.66 feet;  
31 thence (3) North 02 degrees 47 minutes 25 seconds West, 197.73 feet; thence (4)  
32 North 87 degrees 04 minutes 57 seconds East 50.33 feet to intersect with easterly  
33 right-of-way line of said North Caroline Street; thence binding thereon, in part (5)  
34 South 01 degrees 41 minutes 22 seconds East, 10.00 feet; thence departing said  
35 easterly right-of-way line so as to cross and include a portion of North Caroline  
36 Street (6) South 87 degrees 04 minutes 57 seconds West, 40.14 feet; thence (7)  
37 South 02 degrees 47 minutes 25 seconds East, 39.41 feet; thence (8) North 87  
38 degrees 04 minutes 58 seconds East, 8.21 feet; thence (9) South 02 degrees 47  
39 minutes 25 seconds East, 11.34 feet; thence (10) South 87 degrees 04 minutes 58  
40 seconds East, 8.21 feet; thence (11) South 02 degrees 47 minutes 25 seconds East,  
41 133.91 feet; thence (12) North 87 degrees 05 minutes 40 seconds East, 8.09 feet;  
42 thence (13) South 02 degrees 47 minutes 23 seconds East, 13.08 feet; thence (14)  
43 South 87 degrees 05 minutes 40 seconds West, 47.75 feet to the point of  
44 beginning.

45 Containing 4,955 square feet or 0.11 acres in plane, more or less.

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1       **SECTION 2. AND BE IT FURTHER ORDAINED**, That to become effective, the franchise or right  
2 granted by this Ordinance (the “Franchise”) must be executed and enjoyed by the Grantee within  
3 6 months after the effective date of this Ordinance.

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

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

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

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

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

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

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

39       **SECTION 8. AND BE IT FURTHER ORDAINED**, That at the option of the Mayor and City  
40 Council of Baltimore, acting by and through the Director of Public Works, the Grantee’s  
41 material failure to comply with any term or condition of this Ordinance within a reasonable time  
42 after receipt of written notice of the failure to comply constitutes a forfeiture of the Franchise.  
43 Immediately on written notice to the Grantee of the exercise of this option, the Franchise

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1 terminates. Once so terminated, only an ordinance of the Mayor and City Council of Baltimore  
2 may waive the forfeiture or otherwise reinstate the Franchise.

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

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

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

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