

**CITY OF BALTIMORE  
COUNCIL BILL 07-0733  
(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: July 16, 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 – Methane Gas Line and Telecommunications Conduit Under and**  
3 **Across the Hawkins Point Road Right-of-way**

4 FOR the purpose of granting a franchise to Ameresco Curtis Bay, LLC, to construct, use, and  
5 maintain a methane gas line and telecommunications conduit under and across the 2400  
6 block of Hawkins Point Road, subject to certain terms, conditions, and reservations; and  
7 providing for a special effective date.

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

12 **Recitals**

13 Ameresco Curtis Bay, LLC, is constructing a Renewable Energy Center for the United States  
14 Coast Guard Yard at 2401 Hawkins Point Road. The Renewable Energy Center will be operated  
15 by Ameresco to provide electricity and steam to the Coast Guard Yard.

16 The Renewable Energy Center will be fuelled by methane gas generated at the City of  
17 Baltimore's Quarantine Road Sanitary Landfill. Ameresco is constructing facilities at the  
18 Quarantine Road Landfill that will clean and compress the landfill gas for transport to the  
19 Renewable Energy Center.

20 Ameresco Curtis Bay, LLC, is proposing to construct an underground private methane gas  
21 line connecting its facilities at the Quarantine Road Landfill to the United States Coast Guard  
22 Yard and the Renewable Energy Center. The connection will require a 12-inch methane gas line  
23 and a 2-inch telecommunications HDPE conduit.

24 Portions of the methane gas line and telecommunications conduit will be located under and  
25 across the public right-of-way.

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 Ameresco Curtis Bay, LLC, its tenants, successors, and assigns  
3 (collectively, the “Grantee”) to construct, use, and maintain, at Grantee’s own cost and expense,  
4 and subject to the terms and conditions of this Ordinance, a 12-inch methane gas line and a 2-  
5 inch telecommunications conduit approximately 120 feet long, under and across the 2400 block  
6 of Hawkins Point Road, located within an easement area more particularly described as follows:

7               Beginning at a point on the southern right-of-way line of Hawkins Point Road,  
8 said point being South 75 degrees 37 minutes 51 seconds East, 64.64 feet from  
9 the northwest corner of Lot 1 of Block 7001. Thence running the following  
10 courses and distances: North 17 degrees 59 minutes 53 seconds, 120.00 feet to a  
11 point on the north side of Hawkins Point Road; along the right-of-way South 69  
12 degrees 38 minutes 14 seconds East, 2.00 feet to a point, South 17 degrees 59  
13 minutes 53 seconds West, 119.79 feet to a point on the south side of Hawkins  
14 Point Road; along the right-of-way North 75 degrees 37 minutes 51 seconds, 2.00  
15 feet to the point of beginning.

16       The easement shall have a variable depth from 4 feet to 15 feet, varying in elevation with a pipe  
17 elevation varying from elevation 25.0 feet, more or less, at the southern right-of-way line of  
18 Hawkins Point Road to elevation 30.0 feet, more or less, at the northern right-of-way line of  
19 Hawkins Point Road.

20       Having approximately 120 linear feet in the public way.

21       **SECTION 2. AND BE IT FURTHER ORDAINED,** That to become effective, the franchise or right  
22 granted by this Ordinance (the “Franchise”) must be executed and enjoyed by the Grantee within  
23 6 months after the effective date of this Ordinance.

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

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

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

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

41       **SECTION 5. AND BE IT FURTHER ORDAINED,** That the Mayor and City Council of Baltimore,  
42 acting by and through the Board of Estimates, may increase or decrease the annual franchise

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1 charge by giving written notice of the increase or decrease to the Grantee at least 150 days  
2 before the end of the original or renewal term immediately preceding the renewal term to which  
3 the increase or decrease will first apply. The new franchise charge will apply to all subsequent  
4 annual renewal terms, unless again increased or decreased in accordance with this section.

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

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

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

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

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

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

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