

**CITY OF BALTIMORE  
COUNCIL BILL 08-0067  
(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: March 10, 2008  
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 automatically  
12 renew, without any action by either the Mayor and City Council of Baltimore or the Grantee, for 24  
13 consecutive 1-year renewal terms. Except as otherwise provided in this Ordinance, each renewal  
14 term will be on the same terms and conditions as the initial term. The maximum duration for which  
15 the Franchise may operate, including the initial and all renewal terms, is 25 years.

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

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

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

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

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

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

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

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

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