

**CITY OF BALTIMORE
COUNCIL BILL 18-0298
(First Reader)**

Introduced by: The Council President

At the request of: The Administration (Department of Recreation and Parks)

Introduced and read first time: October 29, 2018

Assigned to: Housing and Urban Affairs Committee

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

A BILL ENTITLED

1 AN ORDINANCE concerning

2 style="text-align:center">**Franchise – 26" OHP Gas Main (Granite Pipeline)**
3 style="text-align:center">**Through the Lands of the Mayor and City Council of Baltimore**

4 FOR the purpose of granting a franchise 50' wide to the Baltimore Gas and Electric Company
5 (i) to construct, use, and maintain a new 26" OHP Gas Main (Granite Pipeline); and (ii) to
6 decommission and maintain an existing 26" OHP Gas Main (Granite Pipeline), both running
7 through "Gwynns Falls Leakin Park", owned by the Mayor and City Council of Baltimore
8 located in Baltimore City, Maryland, subject to certain terms, conditions, and reservations;
9 and providing for a special effective date.

10 BY authority of
11 Article VIII - Franchises
12 Baltimore City Charter
13 (1996 Edition)

14 style="text-align:center">**Recitals**

15 The Baltimore Gas and Electric Company is proposing to install a 26" OHP Gas
16 Main - Granite Pipeline running through a portion of 9 tracts of land lying within
17 Gwynns Falls Leakin Park, and decommission an existing 26" OHP Gas Main –
18 Granite Pipeline running through 6 tracts of land lying within Gwynns Falls
19 Leakin Park.

20 The overall purpose of the project is to replace and decommission an existing gas
21 main line.

22 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a
23 franchise or right is granted to the Baltimore Gas and Electric Company ("Grantee"), its tenants,
24 successors, and assigns (collectively, the "Grantee") to construct, install, decommission,
25 maintain, repair, and operate, at Grantee's own cost and expense, and subject to the terms and
26 conditions of this Ordinance, a 26" OHP Gas Main (Granite Pipeline). The description is as
27 follows:

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

Council Bill 18-0298

1 Right-of-Way No. 1: A proposed 50-foot wide BGE right-of-way, being situated in Baltimore
2 City, Maryland, and running through 9 tracts of land within “Gwynns Falls Leakin Park”, owned
3 by the City, as shown on the approved plans entitled, “BGE Granite Pipeline Relocation Project
4 (Phase 2) 26” O.H.P. Gas Main”, dated December 14, 2016, Rev C, Developer’s Agreement No.
5 1476, as filed in the City of Baltimore Department of Recreation and Parks.

6 Right-of-Way No. 2: A proposed 50-foot wide BGE right-of-way, being situated in Baltimore
7 City, Maryland, and running through a tract of land, owned by the City, being the Interstate 70
8 “Park and Ride” at Security Boulevard. Contained within the limits of the proposed right-of-way
9 is a portion of an existing 26” O.H.P. gas main, known as BGE Granite Pipeline Relocation
10 Project (Phase 1), completed in 2012.

11 Right-of-Way No. 3: A portion of an existing 40-foot wide BGE right-of-way, as established by
12 Baltimore City Franchise Ordinance No. 1007, dated May 11, 1979; being situated in Baltimore
13 City, Maryland, and running through 6 tracts of land within “Leakin Park”, owned by the City.
14 The portion of the existing right-of-way is to be decommissioned by BGE, with all rights to the
15 portion of existing right-of-way to be relinquished and returned to the City. Contained within the
16 limits of the right-of-way, is a portion of an existing 26” O.H.P. gas main, known as BGE
17 Granite Line (GR). This section of the existing 26” O.H.P. gas main within the decommissioned
18 portion of the right-of-way is to also be decommissioned and permanently taken out of service.

19 **Particular Description of Right-of-Way No. 1**

20 Beginning for the same at a point (N 810.91, E -26,916.20) being located on a division line of
21 two tracts of land having been conveyed to the Mayor and City Council of Baltimore, hereinafter
22 referred to as lands of the Grantor. The first tract having been conveyed by the State of Maryland
23 to the Mayor and City Council of Baltimore, by deed dated October 30, 1961 and recorded
24 among the Land Records of Baltimore City, Maryland in Liber J.F.C. 1186 at Folio 462 and the
25 second tract of land having been conveyed by the Wedgewood Building Company to the Mayor
26 and City Council of Baltimore, by deed dated December 12, 1958 and recorded among the Land
27 Records of Baltimore City, Maryland in Liber J.F.C. 519 at Folio 536. The point of beginning
28 being further located, South 44°34’59” West – approximately 569 feet from where a stone
29 marked “IS-4” once stood at the end of the 18th or South 40°06’50” West – 1,121.30 feet, deed
30 line as described in Parcel 2 of a deed conveyed by Mabel D. Hutton to the Mayor and City
31 Council of Baltimore, dated January 15, 1941 and recorded among the Land Records of
32 Baltimore City, Maryland in Liber M.L.P. 6121 at Folio 97.

33 Thence, leaving the point of beginning, in accordance with a survey by Northern Bay Land
34 Planning, Engineering, and Surveying Corporation, with the courses herein based upon the
35 Baltimore City Coordinate System, the following courses and distances;

36 Running through, over and across the aforementioned lands of the Grantor (J.F.C.
37 519/536), the following 5 courses and distances;

- 38 (1) South 48°29’42” East, a distance of 71.81 feet to a point;
- 39 (2) South 54°07’08” East, a distance of 70.89 feet to a point;
- 40 (3) North 00°58’18” East, a distance of 82.27 feet to a point;
- 41 (4) North 45°58’18” East, a distance of 166.17 feet to a point;

Council Bill 18-0298

1 (5) North 35°58'18" East, a distance of 430.34 feet to a point; crossing over the 19th
2 or South 44°36'38" East – 1,865.28 feet, deed line as described in the
3 aforementioned lands of the Grantor (M.L.P. 6121/97 - Parcel 2);

4 Thence, running through, over and across the aforementioned lands of the Grantor
5 (M.L.P. 6121/97 – Parcel 2), the following 4 courses and distances;

- 6 (1) North 56°13'18" East, a distance of 298.53 feet to a point;
7 (2) North 28°58'18" East, a distance of 94.16 feet to a point;
8 (3) North 26°24'53" West, a distance of 79.12 feet to a point;
9 (4) North 41°19'38" East, a distance of 2,620.07 feet to a point, crossing over the
10 following tracts of land; the 17th or North 67°55'16" West – 261.74 feet, deed
11 line of the aforementioned lands of the Grantor (M.L.P. 6121/97 – Parcel 2), and
12 crossing over North Franklinton Road, being 60-feet wide, as shown on a Plat
13 dated April 18, 1912 and recorded among the Land Records of Baltimore City in
14 Plat Book W.P.C. No. 6, folio 131 and crossing over the 39th or North 67°55'16"
15 West – 250.28 feet, deed line of the aforementioned lands of the Grantor (M.L.P.
16 6121/97 – Parcel 4), and also crossing over the 44th or South 49°07'00" East –
17 50.00 feet, deed line of the aforementioned lands of the Grantor (M.L.P. 6121/97
18 – Parcel 4), at which a stone marked "IS-3" was found at the beginning of the 44th
19 line. The line also being the dividing line of lands of the aforementioned Grantor
20 (M.L.P. 6121/97 – Parcel 4) and lands conveyed by Mabel D. Hutton to the Mayor
21 and City Council of Baltimore, by deed dated March 11, 1948, and recorded
22 among the Land Records of Baltimore City, Maryland in Liber M.L.P. 7396 at
23 Folio 18;

24 Thence, running through, over and across the aforementioned lands of the Grantor
25 (M.L.P. 7396/18), the following 2 courses and distances:

- 26 (1) North 86°19'38" East, a distance of 236.01 feet to the point;
27 (2) North 66°38'38" East, a distance of 428.59 feet to a point, crossing over Eagle
28 Drive (private road) and also crossing over the 9th or South 17°00'00" East –
29 231.00 feet, deed line of the aforementioned Grantor (M.L.P. 7396/18), being the
30 dividing line of the lands of the aforesaid Grantor (M.L.P. 7396/18) and lands
31 conveyed by Emily Louise Hoddinott, widow, and Charles W. Hoddinott to the
32 Mayor and City Council of Baltimore, by deed dated October 29, 1969 and
33 recorded among the Land Records of Baltimore City, Maryland in Liber R.H.B.
34 2577 at Folio 614, being described as Parcel 1 of the deed;

35 Thence, running through, over and across the lands of the Grantor (R.H.B.
36 2577/614 – Parcel 1) the following 4 courses and distances:

- 37 (1) North 72°22'16" East, a distance of 234.67 feet to the point;
38 (2) North 55°18'51" East, a distance of 154.51 feet to a point;
39 (3) South 88°11'47" East, a distance of 143.10 feet to a point;
40 (4) North 57°26'47" East, a distance of 188.09, crossing over the 5th or South
41 37°30'00" East – 35 ¼ perches (581.63'), deed line of the aforementioned Grantor
42 (R.H.B. 2577/614 – Parcel 1) and crossing over Ridge Top Road and also crossing
43 Hutton Avenue, to a point on the Northerly side of Hutton Avenue, in or near the
44 existing concrete curb;

Council Bill 18-0298

1 Thence, running along the Northerly side of Hutton Avenue, with or near the
2 existing concrete curb, South 84°51'41" East, a distance of 426.93 feet to a point;
3 Thence, leaving the Northerly side of Hutton Avenue, and running North
4 20°12'14" West, a distance of 51.60 feet to a point being located within the lands
5 conveyed by Henry J. Knott and Marion I. Knott to the Mayor and City Council of
6 Baltimore, by deed dated May 22, 1969 and recorded among the Land Records of
7 Baltimore City, Maryland in Liber R.H.B. 2518 at Folio 217;

8 Thence, running through, over and across the aforementioned lands of the Grantor
9 (R.H.B. 2518/217) the following 10 courses and distances:

- 10 (1) North 69°47'46" East, a distance of 347.02 feet to a point;
11 (2) North 57°17'46" East, a distance of 409.64 feet to a point;
12 (3) South 89°42'13" East, a distance of 311.83 feet to a point;
13 (4) South 51°54'12" East, a distance of 343.17 feet to a point;
14 (5) South 76°24'13" East, a distance of 353.27 feet to a point;
15 (6) South 31°24'13" East, a distance of 38.18 feet to a point;
16 (7) South 54°24'13" East, a distance of 126.16 feet to a point;
17 (8) South 49°29'39" East, a distance of 76.61 feet to a point;
18 (9) South 27°44'39" East, a distance of 39.00 feet to a point;
19 (10) South 72°44'39" East, a distance of 150.44 feet to a point in the bed of the
20 aforementioned Hutton Avenue, near the intersection of Hutton Avenue and
21 Wetheredsville Road;

22 Thence, leaving Hutton Avenue, and running along the Southerly side of
23 Wetheredsville Road and within the aforementioned lands of the Grantor (M.L.P.
24 6121/97 – Parcel 4), the following 4 courses and distances:

- 25 (1) South 27°44'39" East, a distance of 376.73 feet to a point;
26 (2) South 13°30'22" West, a distance of 31.13 feet to a point;
27 (3) South 31°29'38" East, a distance of 205.83 feet to a point;
28 (4) By a curve to the left, having a radius of 2,665.00 feet, an arc length of 765.67
29 feet, and a chord bearing and distance of South 39°43'29" East – 763.04 feet, to a
30 point of tangency being located on the Southeasterly side of the aforementioned
31 North Franklinton Road, crossing over the 1st or South 34°30'00" West –
32 131.17 feet, deed line as described in the aforementioned lands of the Grantor
33 (M.L.P. 6121/97 – Parcel 4);

34 Thence, running South 47°57'19" East, a distance of 268.78 feet to a point of
35 curvature and crossing over the 18th or South 55°45'01" West – 83.81 feet, deed
36 line as described in a deed conveyed by Florence B. Gelston, et al to the Mayor
37 and City Council of Baltimore, dated June 25, 1907 and recorded among the Land
38 Records of Baltimore City, Maryland in Liber R.O. 2350 at Folio 369, being
39 Parcel 4 of the deed;

40 Thence, running through the aforesaid lands of the Grantor (R.O. 2350/369 –
41 Parcel 4), by a curve to the left, having a radius of 2,665.00 feet, an arc length of
42 528.84 feet, and a chord bearing and distance of South 53°38'24" East – 527.97
43 feet to a point of tangency, crossing over the 26th deed line of the aforementioned

Council Bill 18-0298

1 lands of the Grantor (R.O. 2350/369 – Parcel 4), the deed line being a curve to the
2 right, having a radius of 470.00 feet, an arc length of 374.61 feet, and a chord
3 bearing and distance of North 56°46'00" East – 364.77 feet. The line being a
4 dividing line of the aforementioned lands of the Grantor (R.O. 2350/369 – Parcel
5 4) and lands conveyed by the Safe Deposit and Trust Company of Baltimore to the
6 Mayor and City Council of Baltimore, by deed dated January 8, 1920 and
7 recorded among the Land Records of Baltimore City, Maryland in Liber S.C.L.
8 3516 at Folio 120, being described as Parcel 1 of the deed;

9 Thence, running through, over and across lands of the Grantor (S.C.L. 3516/120 –
10 Parcel 1) the following 3 courses and distances:

- 11 (1) South 59°19'30" East, a distance of 232.73 feet to a point;
- 12 (2) South 58°04'49" East, a distance of 110.39 feet to a point;
- 13 (3) South 31°55'11" West, a distance of 25.00 feet to a point on the Northerly side of
- 14 an existing 40-foot wide BGE Right-of-Way, as shown on Baltimore City Council
- 15 Franchise Ordinance No. 1007, dated May 11, 1979;

16 Thence, binding along the Northerly side of the aforementioned existing 40-foot
17 wide BGE Right-of-Way, the following 3 courses and distances:

- 18 (1) North 58°04'49" West, a distance of 110.13 feet to a point;
- 19 (2) North 59°19'30" West, a distance of 56.15 feet to a point;
- 20 (3) South 88°18'11" West, a distance of 46.69 feet to a point; Thence, leaving the
- 21 Northerly side of the aforementioned existing 40-foot wide BGE Right-of-Way
- 22 and continuing through, over and across the aforementioned lands of the Grantor
- 23 (S.C.L. 3516/120 – Parcel 1), North 59°19'30" West, a distance of 136.87 feet to
- 24 a point of curvature;

25 Thence, by a curve to the right, having a radius of 2,715.00 feet, an arc length of
26 538.76 feet, and a chord bearing and distance of North 53°38'24" West – 537.88
27 feet to a point of tangency, crossing over the aforementioned dividing line of lands
28 of the Grantor (S.C.L. 3516/120 – Parcel 1) and lands of the aforementioned
29 Grantor (R.O. 2350/369 – Parcel 4).

30 Thence, running through, over and across lands of the Grantor (R.O. 2350/369 –
31 Parcel 4), North 47°57'19" West, a distance of 268.78 feet to a point of curvature
32 on the aforementioned Southeasterly side of North Franklinton Road, also
33 crossing over the aforementioned 18th or South 55°45'01" West – 83.81 feet,
34 deed line of the deed (R.O. 2350/369 – Parcel 4);

35 Thence, by a curve to the right, having a radius of 2,715.00 feet, an arc length of
36 780.03 feet, and a chord bearing and distance of North 39°43'29" West – 777.35
37 feet to a point of tangency, crossing over the aforementioned North Franklinton
38 Road and also crossing over the aforementioned 1st or South 34°30'00" West –
39 131.17 feet, deed line of lands of the Grantor (M.L.P. 6121/97 – Parcel 4);

40 Thence, running through, over and across the aforementioned lands of the Grantor
41 (M.L.P. 6121/97 – Parcel 4) the following 7 courses and distances:

Council Bill 18-0298

- 1 (1) North 31°29'38" West, a distance of 226.54 feet to a point;
- 2 (2) North 13°30'22" East, a distance of 33.02 feet to a point;
- 3 (3) North 27°44'39" West, a distance of 337.20 feet to a point;
- 4 (4) North 72°44'39" West, a distance of 150.44 feet to a point;
- 5 (5) North 27°44'39" West, a distance of 50.11 feet to a point;
- 6 (6) North 49°29'39" West, a distance of 64.86 feet to a point;
- 7 (7) North 54°24'13" West, a distance of 134.19 feet to a point being located in the
- 8 bed of the aforementioned Hutton Avenue;

9 Thence, continuing across Hutton Avenue, North 31°24'13" West, a distance of
10 27.65 feet to a point on the Northerly side of Hutton Avenue, just off of the back
11 of the existing concrete curb;

12 Thence, running along the Northerly side of Hutton Avenue, with or near the
13 existing concrete curb, the following 2 courses and distances:

- 14 (1) North 76°24'13" West, a distance of 343.42 feet to a point;
- 15 (2) North 51°54'12" West, a distance of 336.91 feet to a point; just off the back of the
- 16 aforementioned existing concrete curb;

17 Thence, continuing across Hutton Avenue and through lands of the
18 aforementioned Grantor (M.L.P. 6121/97 – Parcel 4) and crossing Hutton Avenue
19 again, North 89°42'13" West, a distance of 279.90 feet to a point on the Northerly
20 side of Hutton Avenue, just off of the back of the existing concrete curb;

21 Thence, running along the Northerly side of Hutton Avenue, with or near the
22 existing concrete curb, the following 2 courses and distances:

- 23 (1) South 57°17'46" West, a distance of 400.31 feet to a point;
- 24 (2) South 69°47'46" West, a distance of 302.49 feet to a point;

25 Thence, leaving the aforesaid Northerly side of Hutton Avenue and running across
26 the road, South 20°12'14" East, a distance of 51.63 feet to a point in the lands of
27 the aforementioned Grantor (R.H.B. 2518/217);

28 Thence, running through, over and across the aforementioned lands of the Grantor
29 (R.H.B. 2518/217) the following 2 courses and distances:

- 30 (1) South 69°47'46" West, a distance of 61.18 feet to a point;
- 31 (2) North 84°51'41" West, a distance of 421.17 feet to a point, crossing over the
- 32 dividing line of lands, being the 39th or North 19°01'20" West – 670.17 feet, deed
- 33 line of the aforementioned lands of the Grantor (R.H.B. 2518/217) and the 3rd or
- 34 North 19°00'00" West – 216.75 feet, deed line as described in a deed conveyed by
- 35 Laureen W. Jones to the Mayor and City Council of Baltimore, dated July 5, 1967
- 36 and recorded among the Land Records of Baltimore City, Maryland in Liber
- 37 J.F.C. 2243 at Folio 447, being described as Parcel 1 of the deed;

38 Thence, running South 57°26'47" West, a distance of 186.48 feet to a point,
39 crossing over the aforementioned 1st or South 40°08'00" East – 453.00 feet, deed
40 line of the lands of the Grantor (J.F.C. 2243/447 – Parcel 1) and crossing over the

Council Bill 18-0298

1 aforementioned Ridge Top Road and also crossing over the aforementioned 5th or
2 South 37°30'00" East – 35 ¼ perches (581.63'), deed line of lands of the Grantor,
3 (R.H.B. 2577/614 – Parcel 1);

4 Thence, running through, over and across the aforementioned lands of the Grantor
5 (R.H.B. 2577/614 – Parcel 1) the following 4 courses and distances:

- 6 (1) North 88°11'47" West, a distance of 142.08 feet to a point;
- 7 (2) South 55°18'51" West, a distance of 145.53 feet to a point;
- 8 (3) South 72°22'16" West, a distance of 239.67 feet to a point;
- 9 (4) North 66°38'38" West, a distance of 434.77 feet, crossing over the
10 aforementioned dividing line of lands, being the 2nd or North 18°15'00" West –
11 29.7 perches (490.05'), deed line of the Grantor (R.H.B. 2577/614 – Parcel 1) and
12 the aforementioned 9th or South 17°00'00" East – 231.00 feet, deed line of lands
13 of the Grantor (M.L.P. 7396/18), and also crossing over Eagle Drive (private
14 road), to a point in the lands of the aforementioned Grantor (M.L.P. 7396/18);

15 Thence, running through, over and across the aforementioned lands of the Grantor
16 (M.L.P. 7396/18) the following 2 courses and distances:

- 17 (1) North 86°19'38" West, a distance of 223.97 feet to a point;
- 18 (2) South 41°19'38" West, a distance of 2,565.80 feet to a point in the lands of the
19 aforementioned Grantor (M.L.P. 6121/97 – Parcel 2), crossing the following tracts
20 of land, being the 18th or South 86°49'00" West – 499.23 feet, deed line of the
21 aforementioned lands of the Grantor (M.L.P. 7396/18) and the 45th or North
22 86°49'00" East – 499.23 feet, deed line of the aforementioned lands of the
23 Grantor (M.L.P. 6121/97 – Parcel 4), and also crossing over the aforementioned
24 North Franklinton Road, 60 feet wide, as shown on the aforementioned plat in
25 Plat Book W.P.C. No. 6, Folio 131;

26 Thence, running through, over and across the aforementioned lands of the Grantor
27 (M.L.P. 6121/97 – Parcel 2) the following 4 courses and distances:

- 28 (1) South 26°24'53" East, a distance of 71.80 feet to a point;
- 29 (2) South 28°58'18" West, a distance of 132.53 feet to a point;
- 30 (3) South 56°13'18" West, a distance of 301.72 feet to a point;
- 31 (4) South 35°58'18" West, a distance of 425.78 feet to a point being located within
32 the lands of the aforementioned Grantor (J.F.C. 519/536), crossing over a dividing
33 line of lands, being the 19th or South 44°36'38" East – 1,865.28 feet, deed line of
34 the aforementioned Grantor (M.L.P. 6121/97 – Parcel 2) and the 12th or South
35 44°36'38" East – 1,176.97 feet, deed line of the aforementioned (J.F.C. 519/536);

36 Thence, running through, over and across the aforementioned lands of the Grantor
37 (J.F.C. 519/536) the following 4 courses and distances:

- 38 (1) South 45°58'18" West, a distance of 149.83 feet to a point;
- 39 (2) South 00°58'18" West, a distance of 96.45 feet to a point;
- 40 (3) South 54°07'07" East, a distance of 20.06 feet to a point;

Council Bill 18-0298

(4) South 07°42’34” East, a distance of 80.54 feet to a point being located on the Westerly side of an existing 30-foot wide BGE Right-of-Way conveyed by The Title Holding Company to Consolidated Gas Electric Light and Power Company of Baltimore, by deed dated September 16, 1949 and recorded among the Land Records of Baltimore City, Maryland in Liber M.L.P. 7875 at Folio 552;

Thence, binding along the Westerly side of the aforementioned 30-foot wide BGE Right-of-Way, South 44°37’28” West, a distance of 8.82 feet to a point being located on the 5th or North 55°37’30” West – 449.45 feet, deed line of the aforementioned lands of the Grantor (J.F.C. 519/536);

Thence, leaving the Westerly side of the 30-foot wide BGE Right-of-Way, and running along the aforementioned 5th or North 55°37’30” West – 449.45 feet, deed line and also running with the Northeast side of an existing alley, North 55°43’19” West, a distance of 57.88 feet to a point;

Thence, leaving the 5th deed line and continuing through the aforementioned lands of the Grantor (J.F.C. 519/536) the following 3 courses and distances:

- (1) North 07°42’34” West, a distance of 25.77 feet to a point;
- (2) North 54°07’07” West, a distance of 132.94 feet to a point;
- (3) North 48°29’42” West, a distance of 76.95 feet to a point on the aforementioned division line of lands of the Grantor (J.F.C. 519/536) and other lands of the Grantor (J.F.C. 1186/462);

Thence, binding along the division line of lands of the Grantor, North 44°34’59” East, a distance of 50.07 feet to the point of beginning of the herein described 50-foot wide BGE Right-of-Way No. 1.

Containing 524,523 square feet, or 12.04 acres of land, more or less.

Being a part of 9 tracts of land that were conveyed unto the Grantor herein and recorded among the Land Records of Baltimore City, Maryland.

The above described Right-of-Way No. 1 to be conveyed to Grantee is shown on the plans entitled “BGE Granite Pipeline Relocation Project (Phase 2) 26” O.H.P. Gas Main”, dated December 14, 2016, Rev C.

Particular Description of Right-of-Way No. 2

Beginning for the same at a point (N 810.91, E -26,916.20) being located on a division line of two tracts of land having been conveyed to the Mayor and City Council of Baltimore, hereinafter referred to as lands of the Grantor. The first tract having been conveyed by the State of Maryland to the Mayor and City Council of Baltimore, by deed dated October 30, 1961 and recorded among the Land Records of Baltimore City, Maryland in Liber J.F.C. 1186 at Folio 462 and the second tract of land having been conveyed by the Wedgewood Building Company to the Mayor and City Council of Baltimore, by deed dated December 12, 1958 and recorded among the Land Records of Baltimore City, Maryland in Liber J.F.C. 519 at Folio 536. The point of beginning being further located, South 44°34’59” West – approximately 569 feet from where a stone marked “IS-4” once stood at the end of the 18th or South 40°06’50” West – 1,121.30 feet, deed

Council Bill 18-0298

1 line as described in Parcel 2 of a deed conveyed by Mabel D. Hutton to the Mayor and City
2 Council of Baltimore, dated January 15, 1941 and recorded among the Land Records of
3 Baltimore City, Maryland in Liber M.L.P. 6121 at Folio 97. The point of beginning also being
4 the point of beginning of the previously described Right-of-Way No. 1.

5 Thence, leaving the point of beginning, in accordance with a survey by Northern Bay Land
6 Planning, Engineering, and Surveying Corporation, with the courses herein based upon the
7 Baltimore City Coordinate System, the following courses and distances; Binding along the
8 aforesaid division line of two tracts of land of the Grantor (J.F.C. 1186/462 and J.F.C. 519/536),
9 South 44°34’59” West, a distance of 50.07 feet to a point; Thence, leaving the aforesaid division
10 line and running through, over and across lands of the Grantor (J.F.C. 1186/462) North
11 48°29’42” West, a distance of 139.99 feet to a point being located on the 3rd or due North – 355
12 feet more or less, deed line of the lands of the Grantor (1186/462). The boundary line being the
13 Division Line between Baltimore County and Baltimore City, as established in 1918;

14 Thence, binding along the boundary line, North 00°03’11” West, a distance of 66.82 feet to a
15 point;

16 Thence, leaving the aforesaid boundary line and running through, over and across lands of the
17 Grantor (J.F.C. 1186/462) South 48°29’42” West, a distance of 187.01 feet to the point of
18 beginning of the herein described 50-foot wide BGE Right-of-Way No. 2.

19 Containing 8,175 square feet, or 0.19 acres of land, more or less.

20 Being a part of a tract of land that was conveyed by the State of Maryland unto the Grantor herein
21 by Deed dated October 30, 1961 and recorded among the Land Records of Baltimore City,
22 Maryland in Liber J.F.C. 1186 at Folio 462. The entire tract of land being a portion of the
23 Interstate 70 “Park and Ride” at Security Boulevard.

24 **Particular Description of Right-of-Way No. 3**

25 Beginning for the same at a point (N 2001.00, E -19,189.79), in the Centerline of the existing
26 BGE 40-foot wide right-of-way, being located within Parcel 1 of a tract of land having been
27 conveyed to the Mayor and City Council of Baltimore, by deed dated January 8, 1920 and
28 recorded among the Land Records of Baltimore City, Maryland in Liber S.C.L. 3516 at Folio
29 120. The point of beginning being further located, approximately 122 feet, Southeasterly, from
30 the end of the North 57°32’00” West – 405.75 feet, line of the abovementioned Baltimore City
31 Ordinance No. 1007.

32 Thence, leaving the point of beginning, in accordance with a survey by Northern Bay Land
33 Planning, Engineering, and Surveying Corporation, with the courses herein based upon the
34 Baltimore City Coordinate System, the following courses and distances, along the Centerline of
35 the existing BGE 40-foot wide right-of-way;

36 Running through, over and across the aforementioned lands of the Mayor and City
37 Council of Baltimore (S.C.L. 3516/120 – Parcel 1), the following 4 courses and
38 distances;

- 39 (1) North 58°04’49” West, a distance of 71.99 feet to a point;
- 40 (2) North 59°19’30” West, a distance of 50.12 feet to a point;

Council Bill 18-0298

- 1 (3) South 88°18'11" West, a distance of 190.98 feet to a point;
2 (4) North 71°17'00" West, a distance of 398.48 feet to a point; crossing over the 2nd
3 deed line of the aforementioned lands (S.C.L. 3516/120 – Parcel 1), the deed line
4 being a curve to the left, having a radius of 205.00 feet, an arc length of 237.22
5 feet, and a chord bearing and distance of North 67°05'00" East – 224.20 feet. The
6 line being a dividing line of the aforementioned lands (S.C.L. 3516/120 – Parcel
7 1) and other lands conveyed to the Mayor and City Council of Baltimore, by deed
8 dated June 25, 1907 and recorded among the Land Records of Baltimore City,
9 Maryland in Liber R.O. 2350 at Folio 369, being described as Parcel 4 of the
10 deed;

11 Thence, continuing along the Centerline of the existing BGE 40-foot wide right-
12 of-way, running through, over and across the aforementioned lands of the Mayor
13 and City Council of Baltimore (R.O. 2350/369 – Parcel 4), the following 2
14 courses and distances;

- 15 (1) North 64°28'00" West, a distance of 186.60 feet to a point;
16 (2) North 68°06'00" West, a distance of 233.85 feet to a point, crossing over the 23rd
17 or South 48°32'24" East – 602.93 feet, deed line of the aforementioned lands
18 (R.O. 2350/369 – Parcel 4), being the dividing line of the lands and other lands
19 conveyed to the Mayor and City Council of Baltimore, by deed dated May 1, 1934
20 and recorded among the Land Records of Baltimore City, Maryland in Liber
21 S.C.L. 5450 at Folio 577, being described as Parcel 2 of the deed;

22 Thence, continuing along the Centerline of the existing BGE 40-foot wide right-
23 of-way, running through, over and across the aforementioned lands of the Mayor
24 and City Council of Baltimore (S.C.L. 5450/577 – Parcel 2), the following 3
25 courses and distances;

- 26 (1) North 55°17'00" West, a distance of 118.45 feet to a point;
27 (2) North 66°12'00" West, a distance of 133.75 feet to a point;
28 (3) North 43°32'00" West, a distance of 205.17 feet to a point, crossing over the 20th
29 or South 71°30'30" West – 225.84 feet, deed line of the aforesaid lands (S.C.L.
30 5450/577 – Parcel 2), and crossing over North Franklinton Road, being 60 feet
31 wide, as shown on a Plat dated April 18, 1912 and recorded among the Land
32 Records of Baltimore City in Plat Book W.P.C. No. 6, folio 131 and also crossing
33 over the 3rd or South 71°30'30" West – 254.47 feet, deed line of other lands,
34 known as Parcel 3 of the aforementioned lands (S.C.L. 5450/577 – Parcel 3);

35 Thence, continuing along the Centerline of the existing BGE 40-foot wide right-
36 of-way, running through, over and across the aforementioned lands of the Mayor
37 and City Council of Baltimore (S.C.L. 5450/577 – Parcel 3), the following 3
38 courses and distances;

- 39 (1) South 66°49'00" West, a distance of 177.48 feet to a point;
40 (2) South 88°16'00" West, a distance of 369.75 feet to a point;
41 (3) South 85°54'00" West, a distance of 148.70 feet to a point, crossing over the 1st
42 or North 41°19'40" East – 477.66 feet, deed line of the aforesaid lands (S.C.L.
43 5450/577 – Parcel 3), being the dividing line of the lands and other lands
44 conveyed to the Mayor and City Council of Baltimore, by deed dated January 15,

Council Bill 18-0298

1 1941 and recorded among the Land Records of Baltimore City, Maryland in Liber
2 M.L.P. 6121 at Folio 97, being described as Parcel 4 of the deed;

3 Thence, continuing along the Centerline of the existing BGE 40-foot wide right-
4 of-way, running through, over and across the aforementioned lands of the Mayor
5 and City Council of Baltimore (M.L.P. 6121/97 – Parcel 4), the following 14
6 courses and distances;

- 7 (1) South 82°14'00" West, a distance of 230.81 feet to a point;
- 8 (2) North 82°57'00" West, a distance of 787.20 feet to a point;
- 9 (3) South 80°39'00" West, a distance of 173.43 feet to a point;
- 10 (4) South 29°50'00" West, a distance of 784.10 feet to a point;
- 11 (5) South 52°05'00" West, a distance of 144.08 feet to a point;
- 12 (6) South 66°23'00" West, a distance of 319.13 feet to a point;
- 13 (7) North 76°26'00" West, a distance of 658.77 feet to a point;
- 14 (8) South 57°15'00" West, a distance of 318.02 feet to a point;
- 15 (9) South 55°16'00" West, a distance of 235.25 feet to a point;
- 16 (10) South 48°06'00" West, a distance of 140.65 feet to a point;
- 17 (11) South 63°48'00" West, a distance of 135.17 feet to a point;
- 18 (12) South 49°41'00" West, a distance of 235.85 feet to a point;
- 19 (13) South 61°22'00" West, a distance of 235.43 feet to a point;
- 20 (14) South 44°23'00" West, a distance of 284.45 feet, crossing over the 26th or South
21 59°50'36" West – 1,072.68 feet, deed line of the of the aforementioned lands of
22 the Mayor and City Council of Baltimore (M.L.P. 6121/97 – Parcel 4), to a point
23 in or near the center of the aforementioned North Franklintown Road, being 60
24 feet wide, as shown on the aforementioned Plat dated April 18, 1912 and recorded
25 among the Land Records of Baltimore City in Plat Book W.P.C. No. 6, folio 131;

26 Thence, leaving the center of North Franklintown Road and continuing along the
27 Centerline of the existing BGE 40-foot wide right-of-way; South 44°09'00" West,
28 a distance of 191.00 feet to point, in other lands having been conveyed to the
29 Mayor and City Council of Baltimore, by aforementioned deed dated January 15,
30 1941 and recorded among the Land Records of Baltimore City, Maryland in Liber
31 M.L.P. 6121 at Folio 97, being described as Parcel 2 of the deed;

32 Thence, continuing along the Centerline of the existing BGE 40-foot wide right-
33 of-way, running through, over and across the aforementioned lands of the Mayor
34 and City Council of Baltimore (M.L.P. 6121/97 – Parcel 2), the following 2
35 courses and distances;

- 36 (1) South 34°34'00" West, a distance of 232.43 feet to point;
- 37 (2) South 67°51'00" West, a distance of 334.86 feet to the point thereof, (N 445.10, E
38 -25,754.61), as established in the aforementioned Baltimore City Franchise
39 Ordinance No. 1007, being located on the dividing line of lands of the Mayor and
40 City Council of Baltimore (M.L.P. 6121/97 – Parcel 2) and other lands of the
41 Mayor and City Council of Baltimore having been conveyed by the Wedgewood
42 Building Company, by deed dated December 12, 1958 and recorded among the
43 Land Records of Baltimore City, Maryland in Liber J.F.C. 519 at Folio 536. The
44 ending point being further located, South 44°39'33" East – approximately 1,084
45 feet from where a stone marked "IS-4" once stood at the beginning of the 19th or

Council Bill 18-0298

1 South 44°36’38” East – 1,865.28 feet, deed line as described in Parcel 2 of the
2 aforementioned deed conveyed by Mabel D. Hutton to the Mayor and City
3 Council of Baltimore (M.L.P. 6121/97 – Parcel 2).

4 Containing 309,038 square feet, or 7.09 acres of land, more or less.

5 Together with the right of access at all times to the above described areas at all times using roads
6 as far as practicable over and across the lands of the Mayor and City Council of Baltimore for the
7 rights granted in this Ordinance.

8 Being a part of 6 tracts of land that were conveyed unto the Mayor and City Council of Baltimore
9 and recorded among the Land Records of Baltimore City, Maryland.

10 Being a portion of an existing BGE 40-foot wide right-of-way, as established by Baltimore City
11 Franchise Ordinance No. 1007, dated May 11, 1979.

12 I, Faron C. Pyles, State of Maryland Professional Land Surveyor No. 10902, hereby certify that I
13 was in responsible charge over the preparation of the metes and bounds descriptions shown
14 above, in compliance with requirements set forth in Regulation (12), Chapter 06, and Minimum
15 Standards of Practice for Professional Land Surveyors, Annotated Code of Maryland.

16 **SECTION 2. AND BE IT FURTHER ORDAINED,** That the Director of the Department of
17 Recreation and Parks or person or persons the Board of Estimates of Baltimore City may
18 designate are also hereby authorized to negotiate for and to enter into in the name of the City, any
19 and all necessary agreements with the Federal and State Governments, or any of their agencies,
20 and any other persons, firms or corporations, in aid of, in furtherance of, or in connection with
21 the Temporary Construction Easement; all such acquisitions and agreements to be subject to the
22 approval of the Board of Estimates.

23 **SECTION 3. AND BE IT FURTHER ORDAINED,** That after the necessary agreements have been
24 made and the necessary properties, lands, rights, easements and/or franchises have been acquired
25 as hereinbefore provided, the Grantee is hereby authorized to construct or cause to be constructed
26 the 26” OHP Gas Main (Granite Pipeline) and decommission or cause to be decommissioned and
27 permanently abandoned-in-place and taken out of service the existing 26” OHP Gas Main
28 (Granite Pipeline), all in accordance with detailed plans hereafter to be prepared therefore and
29 after the plans have been approved by the Director of the Department of Transportation and the
30 Director of the Department of Recreation and Parks.

31 **SECTION 4. AND BE IT FURTHER ORDAINED,** That as compensation for this Franchise, the
32 Grantee shall pay to the City a one-time franchise charge of _____. The franchise
33 charge shall be paid within 30 days after the date of enactment of this Ordinance.

34 **SECTION 5. AND BE IT FURTHER ORDAINED,** That:

35 (a) The term of this Ordinance is 25 years, commencing on the effective date of this
36 Ordinance.

37 (b) Upon the request of the Grantee, at any time within one year prior to the expiration of
38 the rights hereby granted, the City shall, by ordinance, renew the grant for additional periods of

Council Bill 18-0298

1 25 years each subject to all the terms and conditions of this Ordinance but on a fair revaluation of
2 the rights so granted, including in such revaluation the value derived from the rights.

3 (c) In the event the City, acting by and through the Director of Recreation and Parks,
4 determines that any matter covered by this Ordinance jeopardizes the welfare or safety of the
5 public, the City shall promptly notify the Grantee, who shall diligently work with the City to
6 mitigate such risk to the public until such time as the risk is adverted.

7 **SECTION 6. AND BE IT FURTHER ORDAINED,** That, in the event of any renewal as provided in
8 Section 5(b), the City, acting by and through the Board of Estimates, may increase or decrease
9 the franchise charge by giving written notice of the increase or decrease to the Grantee at least
10 150 days before the end of the original or renewal term immediately preceding the renewal term
11 to which the increase or decrease will first apply. The new franchise charge will apply to all
12 subsequent renewal terms, unless again increased or decreased in accordance with this section.

13 **SECTION 7. AND BE IT FURTHER ORDAINED,** That the City expressly reserves the right at all
14 times to exercise, in the interest of the public, full municipal superintendence, regulation, and
15 control over and in respect to all matters connected with this Ordinance and not inconsistent with
16 the terms of this Ordinance, provided, however, that any municipal superintendence, regulation,
17 and control exercised by the City shall be subject to the Grantee’s obligation to comply with all
18 applicable laws..

19 **SECTION 8. AND BE IT FURTHER ORDAINED,** That the Grantee, at its own cost and expense,
20 shall maintain in good condition and in compliance with all applicable laws and regulations of
21 the State of Maryland and the City, all structures for which this Ordinance is granted. If any
22 structure for which this Ordinance is granted must be readjusted, relocated, protected, or
23 supported to accommodate a public improvement, the Grantee shall pay all costs and expenses in
24 connection with the readjustment, relocation, protection, or support. The Grantee, at its own cost
25 and expense, shall also restore to original grade any changes in elevation within the footprint of
26 the decommissioned existing 26” OHP Gas Main (Granite Pipeline) identified in Right-of-Way
27 No. 3 above, including a drop in elevation due to a collapse of the decommissioned existing 26”
28 OHP Gas Main (Granite Pipeline). Further, the Grantee agrees to maintain gas pressure in the
29 26” OHP Gas Main (Granite Pipeline) at or below a maximum level to be agreed upon by the
30 Grantee and the City to ensure safety to the public, subject to the Grantee’s obligation to comply
31 with all applicable laws. Additionally, the Grantee, at its own cost and expense, shall maintain
32 the Right-Of-Way Nos. 1 and 2 described herein in good condition, in compliance with all
33 applicable laws and regulations of the State of Maryland and the City, and as further specified in
34 the Exhibits A – C attached hereto and incorporated herein.

35 **SECTION 9. AND BE IT FURTHER ORDAINED,** That at the option of the City, acting by and
36 through the Director of Recreation and Parks the Grantee’s failure to comply with any term or
37 condition of this Ordinance constitutes a forfeiture of this Ordinance. Immediately on written
38 notice to the Grantee of the exercise of this option, this Ordinance terminates. Once so
39 terminated, only an ordinance of the City may waive the forfeiture or otherwise reinstate this
40 Ordinance.

41 **SECTION 10. Intentionally Omitted.**

42 **SECTION 11. AND BE IT FURTHER ORDAINED,** That on cancellation, expiration, forfeiture,
43 revocation, or other termination of this Ordinance for any reason, the Grantee shall remove or

Council Bill 18-0298

1 abandon-in-place all structures for which this Ordinance is granted. The determination of
2 whether to remove or abandon-in-place such structures shall be made after consultation with and
3 concurrence of the City, and such determination shall be based upon environmental factors,
4 standard industry practice, cost and disruption of activities within Gwynns Falls Leakin Park.
5 The removal or abandonment of these structures shall be (i) undertaken at the cost and expense
6 of the Grantee, without any compensation from the City, (ii) made in a manner satisfactory to the
7 Director of the Department of Recreation and Parks and the Director of the Department of Public
8 Works, and (iii) completed within the time specified in writing by the Director of the Department
9 of Recreation and Parks and the Director of the Department of Public Works. Following the
10 removal or abandonment of the structures, the Grantee shall work with the City in good faith to
11 share in the planning and costs of any necessary short term (not to exceed one year from the date
12 of removal or abandonment) invasive vegetation management and reseeding using a seed mix
13 selected by the Department.

14 **SECTION 12. AND BE IT FURTHER ORDAINED,** That the Grantee is liable for and shall
15 indemnify and save harmless the City against all suits, losses, costs, claims, damages, or
16 expenses to which the City is at any time subjected on account of, or in any way resulting from,
17 (i) the presence, construction, decommission, use, operation, maintenance, alteration, repair,
18 location, relocation, or removal of any of the structures for which this Ordinance is granted, or
19 (ii) any failure of the Grantee, its officers, employees, or agents, to perform promptly and
20 properly any duty or obligation imposed on the Grantee by this Ordinance, except in any such
21 case, to the extent such suits, losses, costs, claims, damages, or expenses arise from the negligent
22 or reckless act or willful misconduct of the City or its employees, agents or contractors.

23 **SECTION 13. AND BE IT FURTHER ORDAINED,** That the Grantee assumes responsibility for
24 all environmental and property damages that may result from the 26” OHP Gas Main (Granite
25 Pipeline) installation, decommission, maintenance or related complications. These damages
26 include but are not limited to impacts on environmental health and surrounding properties
27 impacted by the pipeline. During construction of the 26” OHP Gas Main (Granite Pipeline) as
28 provided herein, the Grantee will continue to monitor for leakage of substances utilized during
29 the horizontal directional drilling process, as well as any substances released due to the drilling
30 and installation, into the surrounding environment or properties. The Grantee and any utilized
31 contractor(s) will have a contingency plan specific to the 26” OHP Gas Main (Granite Pipeline),
32 which details their response to any leakage from the pipeline into the environment. Monitoring
33 and the contingency responses will be in effect throughout the term of this Ordinance.

34 **SECTION 14. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect on the date it
35 is enacted.

Council Bill 18-0298

Exhibit A

Invasive Plant Control and Integrated Pest Management Specifications

1.0 Scope of Work

A. This work shall consist of regular invasive and utility-non-compatible plant control utilizing integrated vegetation management (IVM). Treatments include a combination of the most appropriate manual, mechanical, barrier and chemical practices (this includes pulling, cutting, chipping, and application of pesticides).

For the 5-year period beginning on Final Acceptance as defined in the Omnibus Agreement (Gwynns Falls Leakin Park Granite Pipeline) effective September 27, 2017 (the Omnibus Agreement), BGE agrees to Control of invasive and utility-non-compatible species¹ in accordance with Exhibit I to the Omnibus Agreement. BGE acknowledges that the foregoing 5-year obligation applies within the newly constructed and designated pipeline 50’ wide right-of-ways (ROW), reforestation and wetland mitigation planting areas, and park land adjacent to the ROW that has been affected by the construction and maintenance of the Granite Pipeline, including beyond the pipeline ROW to a minimum of 50’ beyond both sides to address the established Edge Effect.

Thereafter, for so long as the Franchise Ordinance (or a renewal thereof) remains in effect, BGE agrees (a) to provide targeted integrated vegetation management at Gwynns Falls Leakin Park, within the ROW in accordance with this Exhibit A, Exhibit B, and Exhibit C, and (b) to provide invasive management beyond the ROW on a case by case basis when subject matter experts from BGE and the BCRP-Forestry determine the presence or spread of one or more invasive plant species is attributable to the Granite Project (as defined in the Omnibus Agreement). As necessary, an independent subject matter expert, selected jointly by BGE and the City, shall be utilized to make the final determination(s). Upon a determination that the presence or spread of one or more invasive plant species is attributable to the Granite Project, BGE shall work in good faith to provide appropriate invasive management within a period of 3 months.

Approved species plantings will be a component of the IVM process.

Invasive plants listed within the following sources will require control. These lists are to be followed as they are updated. If a more pertinent database is created, BCRP-Forestry may add to or modify the list:

1. Species of Concern | Maryland Invasive Species Council
<http://mdinvasives.org/iotm/> (Website subject to change – BCRP-Forestry shall provide the resource.)
2. Plant Invaders of Mid Atlantic Areas publication (follow updated additions)
<https://www.invasive.org/eastern/midatlantic/> (Website subject to change – BCRP-Forestry shall provide the resource.)

¹ Only within the newly constructed designated pipeline right-of-way. Utility-non-compatible plants are woody species that have mature heights greater than 3 feet. Densities shall not exceed 435.6 stems per acre, evenly distributed.

Council Bill 18-0298

1 A robust Integrated Vegetation Management (IVM) plan will be developed by BGE and
2 will be reviewed annually and modified as appropriate. The IVM plan shall follow the
3 guidance included in the American National Standards Institute (ANSI) A300, Part 7
4 IVM Standard (latest version) and include the key elements identified in the Part 7
5 template inclusive of but not limited to: target plants, action thresholds, tolerance levels,
6 treatment methods and practices, etc. The management plan will be presented to BCRP
7 for review. BCRP-Forestry must provide comments and recommended changes to the
8 IVM plan to BGE within 10 days of BCRP-Forestry's receipt of the IVM plan, or BCRP-
9 Forestry shall be deemed to have approved the IVM plan as written. The parties
10 anticipate modifying the plan when necessary to account for changes in site dynamics
11 (success of biological method implementation; compatible and incompatible plant
12 composition), chemical control efficacy, and other elements as identified.

13 Invasive Exotics Documented Within the Project Area (June 2017)

14	Common Name	Scientific Name
15	Princess Tree	<i>Paulownia tomentosa</i>
16	Tree of Heaven	<i>Ailanthus altissima</i>
17	Paper Mulberry	<i>Broussonetia papyrifera</i>
18	Bush Honeysuckle	<i>Lonicera Sp.</i>
19	European Privet	<i>Ligustrum vulgare</i>
20	Japanese Barberry	<i>Berberis thunbergii</i>
21	Japanese Honeysuckle	<i>Lonicera japonica</i>
22	Multiflora Rose	<i>Rosa multiflora</i>
23	Wineberry	<i>Rubus phoenicolasius</i>
24	Winged Burning Bush	<i>Euonymus alata</i>
25	Climbing Euonymus	<i>Euonymus fortunei</i>
26	English Ivy	<i>Hedra helix</i>
27	Oriental Bittersweet	<i>Celastrus orbiculatus</i>
28	Chinese Wisteria	<i>Wisteria floribunda</i>
29	Porcelain-berry	<i>Ampelopsis brevipedunculata</i>
30	Periwinkle	<i>Vinca minor</i>
31	Garlic Mustard	<i>Alliaria petiolate</i>
32	Lesser Celandine	<i>Ficaria verna</i>
33	Japanese Hop	<i>Humulus japonicus</i>
34	Japanese Stilt Grass	<i>Microstegium vimineum</i>
35	Beefsteak Plant	<i>Perilla frutescens</i>
36	Japanese Knotweed	<i>Fallopia japonica</i>
37	Mugwort	<i>Artemisia vulgaris</i>

38 Invasive exotics and opportunistic plants in the project area are to be documented biennially
39 by the BGE vegetation management contractor and forwarded to BCRP-Forestry to review
40 and reassess the IVM plan.

Council Bill 18-0298

2.0 General Conditions

Invasive and non-utility-compatible plant control will be conducted by a BGE vegetation management contractor, (BGE Contractor). Selected contractor minimum qualifications and compliance items include the following:

- A. Maintenance of certification with the Maryland Department of Agriculture (MDA).
- B. Employment of at least one person licensed by the State of Maryland as a Certified Herbicide Applicator in the Right-of-way and Weed Category.
- C. Attend annual herbicide applicators training which has been approved by MDA.
- D. Operation of herbicide application activities and recordkeeping activities in accordance with MDA standards.
- E. Herbicide use as specified by the product label within appropriate dosage limits.
- F. Herbicide handling procedures to minimize the threat of spills or unintended discharge.
- G. Herbicide application procedures to use minimal treatment quantities necessary.
- H. Maintain labels and Material Safety Data Sheets for all herbicides used.
- I. Comply with BGE Transmission Vegetative Program standards and Integrated Vegetation Management (IVM) practices as described in the most recent ANSI-A-300 Tree, Shrub and Other Woody Plant Maintenance Standard Practices.
- J. Comply with the BGE Pesticide Discharge Management Plan for the NPDES General Permit.
- K. All herbicides applications shall be selective low volume treatments with a backpack sprayer, squirt bottle, injection gun, paint brush or other methods (provided BCRP-Forestry approves such other methods).
- L. Selection of herbicides for treatment of invasive vegetation must be approved by BCRP-Forestry at a pre-performance meeting in advance of treatments targeting one or more plant species. Should BCRP-Forestry not approve BGE or BGE's contractor's proposed chemical and formulation, BCRP-Forestry will propose an alternative chemical and/or formulation with comparable efficacy for the targeted species. BGE and BCRP-Forestry will work in partnership and will also seek recommendations from subject matter experts such as state universities, to ensure satisfactory control as well as the protection of pollinators, aquatic invertebrates, and non-target trees and other woody vegetation. All herbicides and planned mechanical work must be approved by Baltimore City Recreation & Parks Forestry (BCRP) prior to use. If approval is denied for certain herbicides critical for control over certain identified plant species, BCRP will identify an alternative chemical equal in efficacy.
- M. BGE Contractor shall have training and experience in identification of Maryland native plants and invasive exotic plants and shall flag/mark areas in the field for invasive species

Council Bill 18-0298

1 control and, through a pre-performance meeting, receive approval from the BGE qualified
2 representative and BCRP prior to conducting any work.

3 N. Non-invasive trees and shrubs, other than logs targeted for removal and reutilization, are
4 to be chipped and evenly spread on site throughout the 75 foot LOD at a depth not to
5 exceed 4 inches, or otherwise distributed in a pattern approved by BCRP-Forestry, such
6 as distinct piles for wildlife habitat.

7 O. The following treatment methods are recommended when practical within the 50 ft. wide
8 HDD clearing areas where stumps will not be removed and as long term treatment
9 recommendations.

10 ○ Vines: All invasive exotic vines shall be cut from trees and removed to a
11 maximum height as determined by the current industry practice for the targeted
12 species. No herbicide shall be applied to vines hanging or growing on the bark or
13 canopy of any trees. Smaller infestations of vines shall also be pulled from the
14 ground by hand, as practical, with care taken not to disturb the root systems of
15 adjacent trees or top soil. Vine stumps shall be painted at ground level with
16 herbicide. Water-based (amine) products should be applied on cut surfaces within
17 1 hr. of when the cutting occurs. Oil-based (ester) products should be applied
18 within 4 hours. For heavily infested areas or areas along slopes and stream banks
19 where vines dominate ground cover, any pulling must first be approved by BCRP-
20 Forestry, with a detailed plan for immediate stabilization/replanting. Vines
21 growing along the ground can be treated with a foliar application. Cutting the
22 leaves of certain species of invasive vines (i.e. English Ivy, etc.) with a weed eater
23 prior to application may improve herbicide uptake.)

24 ○ Herbs/grasses: Cut and/or treat with a foliar application all exotic invasive
25 herbs/grasses with a systemic herbicide in accordance with a BCRP approved
26 treatment schedule.

27 ○ Bamboo. All exotic invasive bamboo shall be cut to the ground and sprayed
28 and/or painted with a systemic herbicide in June. A fall application shall be
29 applied on any regrowth, followed by a repeat application two weeks later.
30 Bamboo roots shall not be dug from the ground and adjacent trees shall not be
31 disturbed.

32 P. If invaded patches appear, treatment protocol from the IVM plan should be followed, and
33 if necessary, the treated area should be replanted with approved vegetation after one or
34 more (as needed) treatments or within 6 months of the initial treatment. New plantings
35 will be maintained to ensure establishment

36 Q. The seeded ROW meadow mix will be maintained as necessary for the continued success
37 of a pollinator habitat (i.e. mowing and reseeding).

38 R. Should an area >15% slope require IVM treatment, the site should be replanted
39 immediately following treatment, if necessary as determined by the parties.

40 S. BCRP-Forestry will be contacted within 24 hours in the case of any pesticide
41 spill/accident of any degree, in addition to following MDA standard requirements.

Council Bill 18-0298

1 T. Should BCRP find the use of herbicide unsatisfactory or problematic, they reserve the
2 right to omit the use of chemicals from the treatment plan, provided that BCRP identifies
3 an alternative treatment reasonably equal in efficacy and cost, so long as it does not
4 materially impact BGE’s operations.

5 **3.0 Quality Assurance**

6 A. BCRP will be notified of any changes with the BGE vegetation management contractor
7 and provided with up-to-date contact information for the project manager.

8 B. BCRP Forestry will be notified/included in all planned field inspections and approvals
9 with the BGE contractor and BGE qualified representative for the reforestation site and
10 for the wetland enhancement area. BCRP-Forestry shall receive copies of reports
11 prepared following the inspection from the BGE vegetation management contractor
12 within 30 days of a report being completed.

13 C. At least one on-site representative needs to be qualified to perform invasive management
14 with training and experience in identification and control of invasive exotic plants.

15 D. BGE will provide BCRP Forestry an updated list of invasive plants/control methods that
16 their contractor intends to control for approval prior to implementation.

17 E. BGE contractor shall flag areas planned for treatment and mark the boundaries of
18 invasive control areas for review by BGE qualified representative and BCRP Forestry.
19 This requirement will not apply to the marking of individual plants or scattered plant
20 clumps.

21 F. A pre-performance meeting with the BGE Contractor, BGE qualified representative and
22 BCRP Forestry representative is required prior to commencing treatment operations.

23 G. Compliance inspections will be conducted by the BGE qualified representative 2 to 4
24 weeks following any mechanical or chemical treatment, and BGE will notify BCRP in
25 advance of such inspection.

26 H. BGE Contractor will be responsible for replacing/pruning non-targeted plant material
27 damaged by herbicide application. All replacement plantings and pruning of non-target
28 species will be done in accordance with the Planting and Maintenance Specifications
29 approved for this project. Replacement plantings species will be pre-approved by BCRP.

30 **Invasive Species Control Schedule***

31 **(To be determined by BGE and approved by BCRP-Forestry ex. From 3/19/18)**

Council Bill 18-0298

1 ** Note: This chart's guidelines do not supersede the control periods identified in the BGE vegetation*
2 *management IVM plan approved by BCRP-Forestry.*

3 **Exhibit B**

4 **Environmental Contingency Management Specifications**

5 For the extent of this Franchise, BGE will retain full legal and monetary responsibility for any
6 possible repercussions resulting from the installation of the pipeline. Those repercussions are not
7 limited to but include any ruptures, leaks, contamination, destruction, or destruction of natural
8 resources within the City. Environmental responsibilities shall include adverse effects on
9 subsurface conditions under which the installation might be abandoned. BGE will take full
10 responsibility for continued inspections, monitoring, and periodic testing of multiple sections of
11 the pipeline as well as any resulting cost of ongoing maintenance and response duties that could
12 occur throughout the term of this Franchise. If maintenance is required on any section of the
13 pipeline within the Gwynns Falls Leakin Park, BGE shall inform Baltimore City Recreation and
14 Parks no less 48 hours before commencement of maintenance work, except in the case of
15 emergency. BGE must always have a plan and process to test the pipeline for ruptures or leaks
16 throughout the term of this Franchise and will have an emergency response plan that will go into
17 effect if a rupture or leak occurs at any time.

18 Blue Sky Clearance: BGE pipeline monitoring standards will annually be reassessed to determine
19 if the 50' ROW blue-sky clearance requirement is able to be adjusted to a narrower gap through
20 the Gwynns Falls Leakin Park forest. As they become available, BGE will incorporate
21 technological advancements to accommodate a narrower LOD and will promptly notify the City
22 should their ability to monitor for pipeline ruptures or leaks no longer require the 50' wide gap.

Council Bill 18-0298

1 At the time of protocol modifications, BGE will be responsible for the installation and
2 maintenance of new plantings per the Continued Maintenance Obligation specifications.

3 BGE shall make best efforts to minimize disruptions to the Park and schedule around programs
4 and events whenever possible.

5 Exhibit C

6 Continued Tree Maintenance Obligation

- 7 1. Plans to prune any existing trees by BGE or its representative shall be submitted to BCRP-
8 Forestry prior to such maintenance. All pruning will be performed to current International
9 Society of Arboriculture ANSI-A300 standards, including any pruning necessary to keep the
10 50 foot wide aerial viewing corridor.
- 11 2. Trees found to be a high or extreme risk, as defined by International Society of Arboriculture
12 (ISA) standards, and as assessed by BGE's ISA-qualified Tree Risk Assessor, shall be pruned
13 or removed by BGE in a timely fashion as prescribed by the Assessor – when such risk was
14 found by the Assessor to be caused by the clearing and grubbing that occurred during pipeline
15 installation, and subsequently mitigated for per Baltimore City Urban Forestry standards.
- 16 3. Should any fallen tree land inside the pipeline ROW, BGE will be responsible for removal, as
17 necessary. At the City's discretion, the trunks of these trees, or trees cut down as hazardous,
18 shall be cut into nine to fifteen foot sections and delivered by BGE to the City's Camp Small
19 location.
- 20 4. BGE shall remove any tree that falls outside of the pipeline ROW, and shall replace any tree
21 that falls inside or outside the pipeline ROW or is removed pursuant to Section 2 above, in
22 accordance with the standards set forth in the Omnibus Agreement using an inch for inch
23 mitigation, *if*:
- 24 (a) BCRP-Forestry believes the reason such tree fell was attributable to the Granite
25 Project (as defined in the Omnibus Agreement); and
- 26 (b) BCRP-Forestry and BGE mutually select an independent expert to determine the
27 cause(s) of the tree falling; and
- 28 (c) such expert determines that the Granite Project was the primary cause of the tree
29 falling.

30 In any such case, BCRP-Forestry and BGE shall equally share in the expense of the expert,
31 and the expert's determination shall be final and binding on the parties. Upon a
32 determination that a fallen or removed tree is attributable to the Granite Project, BGE shall
33 work in good faith to replace the tree as part of its next planting and/or trimming cycle.