

**CITY OF BALTIMORE
COUNCIL BILL 26-0155
(First Reader)**

Introduced by: The Council President
At the request of: The Administration (Department of Transportation)
Introduced and read first time: February 23, 2026
Assigned to: Land Use and Transportation Committee

REFERRED TO THE FOLLOWING AGENCIES: City Solicitor, Board of Estimates, Department of Transportation, Department of Public Works, Planning Commission, Department of Finance

A BILL ENTITLED

1 AN ORDINANCE concerning

2 **Franchise – Installation of a Private 1 ½ Inch Diameter Sanitary**
3 **Sewer – South Newkirk Street**

4 FOR the purpose of granting a franchise to SI Baltimore QOZB#1, LLC (Developer’s
5 Agreement #1757-A) to construct, use, and maintain a 1 ½ inch diameter sanitary sewer
6 main, under South Newkirk Street, 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 This project proposes the installation of private utility for the service and benefit of SI
14 Baltimore QOZB#1, LLC, to construct, use, and maintain a 1 ½ inch diameter sanitary sewer
15 main, under South Newkirk Street to serve current and future buildings.

16 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a
17 franchise or right is granted to Baltimore QOZB#1, LLC, its tenants, successors, and assigns
18 (collectively, the “Grantee”) to construct, use, and maintain, at Grantee’s own cost and expense,
19 and subject to the terms and conditions of this Ordinance, a 1 ½ inch diameter sanitary sewer
20 main, under South Newkirk Street, the location being described as follows:

21 Commencing at a point along the western right of way line of S. Newkirk Street being a
22 sixty foot wide right of way and being situated South 02° 52' 14" East 1324.46 feet from
23 the being of the first or South 02° 52' 14" East 1480.82-foot line of the conveyance from
24 Exxon Mobil Corporation to 40N Baltimore QOZB #1 LLC by a deed dated December
25 24, 2018 and recorded among the Land Records of Baltimore City, Maryland in Liber MB
26 20753, folio 151, thence crossing the right of way for S. Newkirk Street:

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

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- 1 (1) North 87° 07' 46" East 60.00 feet to the eastern right of way line of S. Newkirk
2 Street at a point 1313.24 feet distant from the end of a line designated number 8 or
3 North 02° 53' 36" 1435.70-foot line of the conveyance from BMC Warehousing
4 Inc. to Building Materials Manufacturing Corporation by a deed dated October 19,
5 2018 and recorded among the Land Records of Baltimore City, Maryland in Liber
6 MB 20591, folio 327, thence binding on the right of way;
- 7 (2) South 02° 52' 14" East 10.00 feet to a point, thence leaving line 8 and crossing the
8 right of way for S. Newkirk Street;
- 9 (3) South 87° 07' 46" West 60.00 feet to the western right of way line of S. Newkirk
10 Street, thence binding on the line and right of way;
- 11 (4) North 02° 52' 14" West 10.00 feet to the point of beginning.

12 Containing 600 square feet or 0.0138 acres of land, more or less.

13 **SECTION 2. AND BE IT FURTHER ORDAINED,** That to become effective, the franchise or right
14 granted by this Ordinance (the "Franchise") must be executed and enjoyed by the Grantee within
15 6 months after the effective date of this Ordinance.

16 **SECTION 3. AND BE IT FURTHER ORDAINED,** That as compensation for the Franchise, the
17 Grantee shall pay to the Mayor and City Council of Baltimore a franchise charge of \$210 a year,
18 subject to increase or decrease as provided in Section 5 of this Ordinance. The franchise charge
19 must be paid annually, at least 30 days before the initial and each renewal term of the Franchise.

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

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

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

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

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

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

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

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

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

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

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