

**CITY OF BALTIMORE
COUNCIL BILL 07-0732
(First Reader)**

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

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 Sanitary Force Main and Sewer Pipe Under and**
3 **Across a Portion of Duncanwood Lane and North Highland Avenue Rights-of-Way**

4 FOR the purpose of granting a franchise to East Baltimore Resources, Inc., to construct, use, and
5 maintain a private sanitary force main and sewer pipe under and across portions of the
6 Duncanwood Lane and North Highland Avenue rights-of-way, connecting 3501 Federal
7 Street to an existing City sanitary manhole in Duncanwood Lane, subject to certain terms,
8 conditions, and reservations; and providing for a special effective date.

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

13 **Recitals**

14 Humanim is a not-for-profit organization founded in 1971, that serves individuals
15 with disabilities. Humanim has 5 core service areas: mental health, vocational,
16 neuro-rehabilitation, developmental disabilities, and deaf services. Humanim
17 operates a shelter and educational facility for developmentally disabled adults at
18 3501 Federal Street.

19 The building at 3501 Federal Street is served by a septic tank system that is
20 failing. This failing facility requires Humanim to connect to the City's sanitary
21 sewer system. In order to connect to the public sewer system, a sanitary force
22 main and sewer pipe must be constructed to connect with an existing manhole in
23 Duncanwood Lane.

24 Portions of the private sanitary force main and sewer pipe will be located in and
25 begin approximately 4 feet below the surface of the Duncanwood Lane and North
26 Highland Avenue public rights-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 East Baltimore Resources, Inc., its tenants, successors, and
3 assigns (collectively, the “Grantee”) to construct, use, and maintain, at Grantee’s own cost and
4 expense, and subject to the terms and conditions of this Ordinance, a private 1½ inch force main,
5 approximately 204 feet long, and a 6 inch sanitary sewer pipe, approximately 15 feet long, that
6 will connect the property known as 3501 Federal Street to an existing City manhole and public
7 sewer, by crossing beneath and across the Duncanwood Lane and North Highland Avenue
8 rights-of-way, for a total of approximately 219 linear feet, and more particularly described as
9 follows:

10 Commencing at the northeast corner of Duncanwood Lane and North Highland
11 Avenue and proceeding along the east side of North Highland Avenue North 00
12 degrees 57 minutes 25 seconds West 4.60 feet to the point of beginning; thence
13 along the centerline of the sewer, the following three courses: (1) South 75
14 degrees 53 minutes 30 seconds West 52.23 feet, more or less; (2) South 89
15 degrees 21 minutes 54 seconds West 150.93 feet, more or less; (3) South 43
16 degrees 30 minutes 30 seconds West 15.01 feet, more or less, to the intersection
17 with existing Baltimore City Sanitary Manhole located 5 feet south of the
18 centerline of Duncanwood Lane.

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

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

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

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

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

39 **SECTION 5. AND BE IT FURTHER ORDAINED,** That the Mayor and City Council of Baltimore,
40 acting by and through the Board of Estimates, may increase or decrease the annual franchise
41 charge by giving written notice of the increase or decrease to the Grantee at least 150 days
42 before the end of the original or renewal term immediately preceding the renewal term to which
43 the increase or decrease will first apply. The new franchise charge will apply to all subsequent
44 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
35 structures for which the Franchise is granted, or (ii) any failure of the Grantee, its officers,
36 employees, or agents, to perform promptly and properly any duty or obligation imposed on the
37 Grantee by this Ordinance.

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