

Council Bill 07-0733

1 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE**, That a
2 franchise or right is granted to Ameresco ~~Curtis Bay, LLC~~ Federal Solutions, Inc., its tenants,
3 successors, and assigns (collectively, the “Grantee”) to construct, use, and maintain, at Grantee’s
4 own cost and expense, and subject to the terms and conditions of this Ordinance, ~~up to a 12~~ up to a 16-
5 ~~inch methane landfill~~ inch gas line and up to a 2 4-inch telecommunications HDPE conduit
6 approximately 120 feet long, under and across the 2400 block of Hawkins Point Road, located
7 within an ~~easement~~ area more particularly described as follows:

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

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

21 Having approximately 120 linear feet in the public way.

22 **SECTION 2. AND BE IT FURTHER ORDAINED**, That to become effective, the franchise or right
23 granted by this Ordinance (the “Franchise”) must be executed and enjoyed by the Grantee within
24 6 months after the effective date of this Ordinance.

25 **SECTION 3. AND BE IT FURTHER ORDAINED**, That as compensation for the Franchise, the
26 Grantee shall pay to the Mayor and City Council of Baltimore a franchise charge of \$840 a year,
27 subject to increase or decrease as provided in Section 5 of this Ordinance. The franchise charge
28 must be paid annually, at least 30 days before the initial and each renewal term of the Franchise.

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

30 (a) The initial term of the Franchise is ~~1 year~~ 18 years with the option by the Mayor and City
31 Council of Baltimore, acting by and through the Board of Estimates, to grant up to 2 consecutive
32 1 year renewal terms, commencing on the effective date of this Ordinance. ~~Unless sooner~~
33 ~~terminated as provided in this Ordinance, the Franchise will automatically renew, without any~~
34 ~~action by either the Mayor and City Council of Baltimore or the Grantee, for 24 consecutive 1-~~
35 ~~year renewal terms. Except as otherwise provided in this Ordinance, each renewal term will be~~
36 ~~on the same terms and conditions as the initial term. The maximum duration for which the~~
37 ~~Franchise may operate, including the initial and all renewal terms, is 25 years.~~

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

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1 **SECTION 5. AND BE IT FURTHER ORDAINED**, That the Mayor and City Council of Baltimore,
2 acting by and through the Board of Estimates, may increase or decrease the annual franchise
3 charge by giving written notice of the increase or decrease to the Grantee at least 150 days
4 before the end of the ~~original or renewal term immediately preceding the renewal term~~ first year
5 of the franchise term or subsequent annual payment cycles during the 18 year term and each of
6 the 2 renewal years of the franchise to which the increase or decrease will first apply. The new
7 franchise charge will apply to all ~~subsequent annual renewal terms~~ remaining years of the
8 franchise term and renewal years, unless again increased or decreased in accordance with this
9 section.

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

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

22 **SECTION 8. AND BE IT FURTHER ORDAINED**, That at the option of the Mayor and City
23 Council of Baltimore, acting by and through the Director of Public Works, the Grantee's
24 material failure to comply with any term or condition of this Ordinance within a reasonable time
25 after receipt of written notice of the failure to comply constitutes a forfeiture of the Franchise.
26 Immediately on written notice to the Grantee of the exercise of this option, the Franchise
27 terminates. In addition, if the lease between Ameresco Federal Solutions, Inc., and the Mayor
28 and City Council of Baltimore dated October 24, 2007, is terminated, the Franchise shall
29 terminate as of the date of the termination of the lease. Once so terminated, only an ordinance of
30 the Mayor and City Council of Baltimore may waive the forfeiture or otherwise reinstate the
31 Franchise.

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

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

43 **SECTION 11. AND BE IT FURTHER ORDAINED**, That the Grantee is liable for and shall
44 indemnify and save harmless the Mayor and City Council of Baltimore against all suits, losses,
45 costs, claims, damages, or expenses to which the Mayor and City Council of Baltimore is at any

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1 time subjected on account of, or in any way resulting from, (i) the presence, construction, use,
2 operation, maintenance, alteration, repair, location, relocation, or removal of any of the
3 structures for which the Franchise is granted, or (ii) any failure of the Grantee, its officers,
4 employees, or agents, to perform promptly and properly any duty or obligation imposed on the
5 Grantee by this Ordinance.

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

Certified as duly passed this _____ day of _____, 20__

President, Baltimore City Council

Certified as duly delivered to Her Honor, the Mayor,
this _____ day of _____, 20__

Chief Clerk

Approved this _____ day of _____, 20__

Mayor, Baltimore City