

**CITY OF BALTIMORE**  
**ORDINANCE \_\_\_\_\_**  
**Council Bill 19-0342**

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Introduced by: The Council President  
At the request of: The Administration (Department of Transportation)  
Introduced and read first time: February 25, 2019  
Assigned to: Transportation Committee  
Committee Report: Favorable with amendments  
Council action: Adopted  
Read second time: December 5, 2019

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**AN ORDINANCE CONCERNING**

**Franchise – Central Light Rail**

1  
2 FOR the purpose of granting a franchise to the Maryland Transit Administration (“MTA”),  
3 formerly known as the Mass Transit Administration, of the Department of Transportation of  
4 the State of Maryland ,to use and maintain the existing Central Light Rail System, located  
5 within the boundaries of the City of Baltimore, in accordance with a plat prepared by the  
6 Mass Transit Administration of the Department of Transportation of the State of Maryland,  
7 dated May 9, 1990, and filed in the office of the Department of Transportation of Baltimore  
8 City, subject to certain terms, conditions, and reservations; and providing for a special  
9 effective date.

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

**Recitals**

15 Ordinance 90-557 granted permission and authority to the Mass Transit  
16 Administration of the Department of Transportation of the State of Maryland for  
17 the location, construction, operation, and maintenance of the Baltimore Central  
18 Light Rail System within the boundaries of the City of Baltimore for a period not  
19 exceeding 25 years.

20 The original franchise has expired, and the Maryland Transit Administration of  
21 the Department of the Transportation of the State of Maryland requests that the  
22 franchise be reestablished for an additional 25 years.

23 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a  
24 franchise or right is granted to the Maryland Transit Administration (“MTA”) of the Department  
25 of Transportation of the State of Maryland, its tenants, successors, and assigns (collectively, the  
26 “Grantee”) to use, and maintain, at Grantee’s own cost and expense, and subject to the terms and

**EXPLANATION:** CAPITALS indicate matter added to existing law.  
[Brackets] indicate matter deleted from existing law.  
Underlining indicates matter added to the bill by amendment.  
~~Strike out~~ indicates matter stricken from the bill by  
amendment or deleted from existing law by amendment.

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1 conditions of this Ordinance, the Baltimore Central Light Rail System, within the boundaries of  
2 Baltimore City, in accordance with a plat prepared by the Mass Transit Administration of the  
3 Department of Transportation of the State of Maryland, dated May 9, 1990, and filed in the office  
4 of the Department of Transportation of the City of Baltimore.

5 The Grantee shall operate and maintain, in good condition, the Central Light Rail System  
6 with one or more tracks, with switches, turnouts, sidings, stations, station public entrances and  
7 appurtenant facilities, depots sewers for drainage, shafts for ventilation, overhead structures and  
8 other appurtenances, as it may deem necessary for the operation and maintenance of the  
9 Baltimore Central Light Rail System and the accommodation of the traffic of the same in, upon,  
10 over, under, or across the highways, streets, lanes, alleys, land under water, water front, public  
11 landings, wharf property, wharves and docks, parks and sidewalks (hereinafter sometimes called  
12 “Public Property or Places”) of the City of Baltimore (the “Grantor”), and shall maintain in good  
13 condition and repair all such structures, tracks, stations, station public entrances and  
14 appurtenances herein mentioned at the sole cost and expense of the Grantee. The Grantee, its  
15 successors and assigns, shall comply with at all times all the ordinances of the Grantor providing  
16 for condemnation, maintenance and repair of all facilities, both public and private, within such  
17 Public Property and Places.

18 The Grantee shall not in any manner injure or displace any structure or other property of the  
19 Grantor on, above, within, or below the public right-of-way herein above mentioned without  
20 either restoring, relocating, replacing, repaving, refilling or repairing the structures and property  
21 at its expense, or paying to the Grantor all expenses and costs in connection therewith, in  
22 accordance with and to the extent permitted by Maryland law and subject to an appropriation, the  
23 requirements and provisions of the General agreement between the Grantee and the Grantor for  
24 the Central Light Rail System, dated May 9, 1990.

25 The Grantee shall promptly, at its own expense, repave in good order and make appropriate  
26 and necessary surface restoration of each such Public Property or Place as the Grantee may find it  
27 necessary to dig, impair or unpave for the purpose of maintaining the aforesaid Central Light Rail  
28 System facilities.

29 If the Grantee shall omit or neglect to repair or repave or make such appropriate and  
30 necessary surface restoration of any such Public Property or Place, or any part thereof, after  
31 receipt of reasonable notice from the Grantor, the Grantee shall, for each such omission or  
32 neglect, forfeit and pay, to the extent permitted by Maryland law and subject to an appropriation,  
33 to the use of the City of Baltimore such sum as the Grantor’s Director of Transportation shall  
34 adjudge to be reasonable and proper under the circumstances, subject to a review on the record  
35 by a court of competent jurisdiction.

36 **SECTION 2. AND BE IT FURTHER ORDAINED,** That the refilling, repairing, repaving,  
37 replacing, relocating, and restoring required to be done by the provisions of Section 1 shall be  
38 subject to the approval of the Grantor’s Director of Transportation, or his duly authorized  
39 representative, and if, through omission or neglect, or any cause, an emergency condition shall  
40 arise or obtain, which, in the judgement of the Grantor’s Director, jeopardizes the health, welfare,  
41 or safety of the community, the Grantor’s Director may cause such repairing, repaving, replacing,  
42 relocating, and restoring to be done so as to end the emergency condition, in cooperation with the  
43 Grantee.

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1       **SECTION 3. AND BE IT FURTHER ORDAINED**, That the Grantee shall continue to maintain, in  
2 good condition, transit stations for the Central Light Rail System and shall also continue to  
3 maintain, in good condition, public entrance plazas adjacent to and around the locations of public  
4 entrances to the stations on land specifically acquired by the Grantee for such purpose, including  
5 permanent plaza surface treatments, signs and kiosks, seating, decorative planting area and  
6 landscaping elements, civic or artistic embellishments, and lighting as necessary for the  
7 functioning of the entrance plazas and for the enjoyment of the public that utilizes them.

8       **SECTION 4. AND BE IT FURTHER ORDAINED**, That whenever private entrance connections are  
9 to be constructed between private properties and structures, whether existing or to be constructed,  
10 and adjacent rapid transit station structures, where such private constructions are to be located  
11 and constructed over, across, in, or under the Public Property or Places of the Grantor, that the  
12 location, design and construction of such private entrance connections shall be subject to the  
13 approval of the Grantor.

14       **SECTION 5. AND BE IT FURTHER ORDAINED**, That as compensation for the Franchise, the  
15 Grantee shall pay to the Mayor and City Council of Baltimore a franchise charge of \$ \_\_\_\_\_ a  
16 year. The franchise charge must be paid annually, at least 30 days before the initial and each  
17 renewal term of the Franchise.

18       **SECTION 5 6. AND BE IT FURTHER ORDAINED**, That the initial term of the Franchise is one  
19 (1) year, commencing on the effective date of this Ordinance. Unless sooner terminated as  
20 provided in this Ordinance, the Franchise will automatically renew, without any action by either  
21 the Grantor or the Grantee, for twenty-four (24) consecutive one (1) year renewal terms. Except  
22 as otherwise provided in this Ordinance, each renewal term will be on the same terms and  
23 conditions as the initial term. The maximum duration for which the Franchise may operate,  
24 including the initial and all renewal terms, is twenty-five (25) years.

25       **SECTION 6 7. AND BE IT FURTHER ORDAINED**, That the Grantor expressly reserves the right  
26 at all times to exercise, in the interest of the public, full municipal superintendence, regulation,  
27 and control over and in respect to all matters connected with the Franchise and not inconsistent  
28 with the terms of this Ordinance.

29       **SECTION 7 8. AND BE IT FURTHER ORDAINED**, That the Grantee, at its own cost and expense,  
30 shall maintain in good condition and in compliance with all applicable laws and regulations of  
31 the Grantor, all structures for which the Franchise is granted. The maintenance of these  
32 structures shall be at all times subject to the regulation and control of the Grantor's  
33 Commissioner of Housing and Community Development and the Grantor's Director of  
34 Transportation. If any structure for which the Franchise is granted must be readjusted, relocated,  
35 protected, or supported to accommodate a public improvement, the Grantee shall pay all costs  
36 and expenses, to the extent permitted by Maryland law and subject to appropriation, in  
37 connection with the readjustment, relocation, protection, or support.

38       **SECTION 9. AND BE IT FURTHER ORDAINED**, That on or before June 30<sup>th</sup> of each year, the  
39 Grantee shall submit to the Mayor and to the City Council of Baltimore a letter reporting the state  
40 of good repair conditions for all assets within the Franchise area as reported by the Grantee to the  
41 Federal Transit Administration under Federal reporting requirements. The Grantee shall provide  
42 a list and schedule, for the coming 24 months, of all planned repairs, which may cause disruption  
43 to service or impede other services or access, such as pedestrian access, motor vehicle  
44 intersections, utilities operations, or maintenance, to assets in the Franchise area.

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1        **SECTION 8 10. AND BE IT FURTHER ORDAINED,** That the provisions of this ordinance are  
2 hereby declared to be severable. If any word, phrase, clause, sentence, paragraph, section or part  
3 in or of this ordinance, or the application thereof to any person or circumstance, is declared  
4 invalid, the remaining provisions and circumstances the applications of such provisions to other  
5 persons or circumstances shall not be affected thereby but shall remain in full force and effect,  
6 the Grantor hereby declaring that they would have ordained the remaining provisions of this  
7 ordinance without the word, phrase, clause, sentence, paragraph, section or part, or the  
8 application thereof, so held invalid.

9        **SECTION 9 11. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect on the date  
10 it is enacted.

Certified as duly passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
President, Baltimore City Council

Certified as duly delivered to His Honor, the Mayor,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Chief Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Mayor, Baltimore City