



## Legislation Text

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INTRODUCTORY\*

CITY OF BALTIMORE  
COUNCIL BILL

Introduced by: The Council President  
At the request of: The Administration (Department of Public Works)

A BILL ENTITLED

AN ORDINANCE concerning  
**Franchise - Private Sanitary Force Main and Sewer Pipe Under and Across a Portion of Duncanwood Lane and North Highland Avenue Rights-of-Way**

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

BY authority of  
Article VIII - Franchises  
Baltimore City Charter  
(1996 Edition)

Recitals

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

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

Portions of the private sanitary force main and sewer pipe will be located in and begin approximately 4 feet below the surface of the Duncanwood Lane and North Highland Avenue public rights-of-way.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That a franchise or right is granted to East Baltimore Resources, Inc., its tenants, successors, and assigns (collectively, the "Grantee") to construct, use, and maintain, at Grantee's own cost and expense, and subject to the terms and conditions of this Ordinance, a private 11/2 inch force main, approximately 204 feet long, and a 6 inch sanitary sewer pipe,

approximately 15 feet long, that will connect the property known as 3501 Federal Street to an existing City manhole and public sewer, by crossing beneath and across the Duncanwood Lane and North Highland Avenue rights-of-way, for a total of approximately 219 linear feet, and more particularly described as follows:

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

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

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

SECTION 4. AND BE IT FURTHER ORDAINED, That:

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

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

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

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

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

protection, or support.

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

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

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

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

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

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