



Legislation Text

File #: 10-0598, **Version:** 0

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INTRODUCTORY*

CITY OF BALTIMORE
COUNCIL BILL

Introduced by: The Council President
At the request of: The Administration (Department of General Services)

A BILL ENTITLED

AN ORDINANCE concerning
Franchise - Private Fuel Pipeline Under and Across a Portion of the Frankfurst Avenue Right-of-Way

FOR the purpose of granting a franchise to Apex Oil Company to construct, use, and maintain a private fuel pipeline under and across a portion of the 1800 block of Frankfurst Avenue right-of-way, connecting facilities located on the properties known as NuStar - LP Terminal pier and Center Point Terminal on Vera Street, 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

Petroleum Fuel and Terminal, a subsidiary of Apex Oil Company, owns the property known as Center Point Terminal located at the corner of Vera Street and Frankfurst Avenue. The property is used as a storage facility for petroleum products.

Approximately 4,400 linear feet of new 12-inch diameter fuel line will be constructed from the NuStar - LP Terminal pier to a manifold at the Center Point Terminal. The proposed routing runs from the loading arm on the NuStar Patapsco River pier along an existing above-ground pipeway through the NuStar Terminal, then goes underground to cross the 1800 block of Frankfurst Avenue, the CSX rail line, and a privately owned parcel, before becoming an above-ground pipeway within the Center Point Terminal.

This agreement covers the 60-foot right-of-way of Frankfurst Avenue. The pipeline will be crossing approximately 6 feet below the surface of the Frankfurst Avenue right-of-way. The pipeline will be installed using horizontal directional drilling techniques under the right-of-way from jacking and receiving pits located on the north and south sides of Frankfurst Avenue. The installation of the pipeline is not expected to unduly interfere with traffic on Frankfurst Avenue. The same drilling techniques will be utilized when crossing the CSX rail line. All

appropriate agreements with the owners of the impacted properties will be obtained prior to start of construction.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That a franchise or right is granted to Apex Oil Company, 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 12-inch diameter steel, API 5L Grade B carrier pipe in 18-inch diameter steel, API 5L Grade B casing pipe between the properties known as NuStar - LP Terminal pier and Center Point Terminal on Vera Street beginning on the north side of Frankfurst Avenue at coordinates (-76.579015, 39.241404) continuing South 13.8 degrees East, 60 feet ending on the south side of Frankfurst Avenue at coordinates (-76.578979, 39.241282).

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 General Services, 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 General Services. 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 General Services, 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 General Services, and (iii) completed within the time specified in writing by the Director of General Services.

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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