



City of Baltimore

City Council
City Hall, Room 408
100 North Holliday Street
Baltimore, Maryland 21202

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 - Methane Gas Line and Telecommunications Conduit Under and Across the Hawkins Point Road Right-of-way

FOR the purpose of granting a franchise to Ameresco Curtis Bay, LLC, to construct, use, and maintain a methane gas line and telecommunications conduit under and across the 2400 block of Hawkins Point Road, 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

Ameresco Curtis Bay, LLC, is constructing a Renewable Energy Center for the United States Coast Guard Yard at 2401 Hawkins Point Road. The Renewable Energy Center will be operated by Ameresco to provide electricity and steam to the Coast Guard Yard.

The Renewable Energy Center will be fuelled by methane gas generated at the City of Baltimore's Quarantine Road Sanitary Landfill. Ameresco is constructing facilities at the Quarantine Road Landfill that will clean and compress the landfill gas for transport to the Renewable Energy Center.

Ameresco Curtis Bay, LLC, is proposing to construct an underground private methane gas line connecting its facilities at the Quarantine Road Landfill to the United States Coast Guard Yard and the Renewable Energy Center. The connection will require a 12-inch methane gas line and a 2-inch telecommunications HDPE conduit.

Portions of the methane gas line and telecommunications conduit will be located under and across the public right-of-way.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That a franchise or

right is granted to Ameresco Curtis Bay, LLC, 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 12-inch methane gas line and a 2-inch telecommunications conduit approximately 120 feet long, under and across the 2400 block of Hawkins Point Road, located within an easement area more particularly described as follows:

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

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

Having approximately 120 linear feet in the public way.

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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