



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 - Private Steam Line Under and Across Central Avenue and North Caroline Street

FOR the purpose of granting a franchise to The Johns Hopkins Hospital to construct, use, and maintain a private steam line under the Central Avenue and North Caroline Street rights-of-way, 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

The Johns Hopkins Hospital will be constructing a steam line and appurtenant vaults to service its facilities in an area beginning in the 500 block of Central Avenue and extending to the 500 block of North Caroline Street and into the Johns Hopkins Hospital complex.

Portions of the private steam line and vaults will be located beneath the surface of the Central Avenue and North Caroline Street rights-of-way, and portions will cross 1400 Orleans Street and 540 North Caroline Street, which are properties owned by the Mayor and City Council of Baltimore (the "City Properties"). The portions of steam line crossing the City Properties will be subject to perpetual easements and will require an ordinance separate from this franchise ordinance. The steam line will be located and begin 7 feet beneath the surface of the 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 The Johns Hopkins Hospital, 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 steam line and appurtenant vaults within a 10 foot wide easement that will provide heating services to its main hospital complex, by crossing beneath portions of the Central Avenue and North Caroline Street rights-of-way, and more particularly described as follows:

One 12 inch Steel Steam Supply line, beginning for the same in the existing easterly right-of-way of Central Avenue, having a right-of-way width of 100.00 feet, said point being North 02 degrees 46 minutes 40 seconds West, 334.11 feet from the point of intersection of said easterly right-of-way line of Central Avenue and the northerly right-of-way line of Orleans Street, having a right-of-way width of 116.00 feet as shown on a plat entitled "Redevelopment Area No. 3-A, Lots for Development" as recorded among the said Land Records in Plat Pocket Folder J.F.C. 1188; thence departing said point so fixed so as to cross and include a portion of said Central Avenue, with a meridian reference to the Baltimore Survey Control System, as now surveyed, (1) South 87 degrees 05 minutes 38 seconds West, 9.94 feet; thence (2) North 02 degrees, 54 minutes, 19 seconds West, 20.09 feet; thence (3) South 87 degrees 05 minutes 42 seconds West, 7.46 feet; thence (4) North 03 degrees 17 minutes 26 seconds West, 10.00 feet; thence (5) North 87 degrees 05 minutes 41 seconds East, 17.54 feet to intersect with said easterly right-of-way of Central Avenue; thence binding thereon, in part (6) South 02 degrees 46 minutes 40 seconds East, 20.09 feet, to the point of beginning.

Containing 375 square feet or 0.01 acres in plane, more or less.

One 12 inch Steel Steam Supply line, beginning for a point of intersection of the westerly right-of-way line of North Caroline Street, having a right-of-way width of 80.00 feet and with the line of division between Lot 1 and Lot 2 as shown on a plat of subdivision entitled "Subdivision Plan for School Site #133, 500, & 540 N. Caroline Street, Baltimore, Maryland" as recorded among the Land Records of Baltimore City in Plat Pocket Folder F.M.C. 3708; thence departing said point so fixed and binding on said North Caroline Street, in part thereof with a meridian reference to the Baltimore City Survey Control System, as now surveyed, (1) North 02 degrees 48 minutes 00 seconds West, 10.00 feet; thence departing said westerly right-of-way line so as to cross and include a portion of said North Caroline Street (2) North 87 degrees 05 minutes 40 seconds East, 29.66 feet; thence (3) North 02 degrees 47 minutes 25 seconds West, 197.73 feet; thence (4) North 87 degrees 04 minutes 57 seconds East 50.33 feet to intersect with easterly right-of-way line of said North Caroline Street; thence binding thereon, in part (5) South 01 degrees 41 minutes 22 seconds East, 10.00 feet; thence departing said easterly right-of-way line so as to cross and include a portion of North Caroline Street (6) South 87 degrees 04 minutes 57 seconds West, 40.14 feet; thence (7) South 02 degrees 47 minutes 25 seconds East, 39.41 feet; thence (8) North 87 degrees 04 minutes 58 seconds East, 8.21 feet; thence (9) South 02 degrees 47 minutes 25 seconds East, 11.34 feet; thence (10) South 87 degrees 04 minutes 58 seconds East, 8.21 feet; thence (11) South 02 degrees 47 minutes 25 seconds East, 133.91 feet; thence (12) North 87 degrees 05 minutes 40 seconds East, 8.09 feet; thence (13) South 02 degrees 47 minutes 23 seconds East, 13.08 feet; thence (14) South 87 degrees 05 minutes 40 seconds West, 47.75 feet to the point of beginning.

Containing 4,955 square feet or 0.11 acres in plane, more or less.

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 material failure to comply with any term or condition of this Ordinance within a reasonable time after receipt of written notice of the failure to comply 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 reasonable 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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