*** Warning:** This is an unofficial, introductory copy of the bill.
The official copy considered by the City Council is the first reader copy.

Introductory*

City of Baltimore
Council Bill

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

A Bill Entitled

An Ordinance concerning
Franchise - Installation of 3 Private Water Pipes in the Bed of the 1000 Block of McCulloh Street
For the purpose of granting a franchise to the Housing Authority of Baltimore City to construct, use, and maintain 3 private underground pipelines in the bed of the 1000 block of McCulloh Street, between West Hoffman Street and West Preston 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

The Housing Authority of Baltimore City operates 2 buildings on the northeast and southwest side of McCulloh Street. The underground pipelines will connect to the boilers in each building for a period not exceeding 25 years.

Section 1. Be it ordained by the Mayor and City Council of Baltimore, That a franchise or right is granted to the Housing Authority of Baltimore City, 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, 3 private underground pipelines consisting of a 4" hot water supply, a 4" cold water supply, and a 3" hot water return in the bed of the 1000 block of McCulloh Street, the location of the pipelines described as follows:

Beginning at a point on the southwest side of McCulloh Street, 60 feet wide, the point of beginning being 56.70 feet from the southeast side of W. Hoffman Street, 60 feet wide; thence binding on the southwest side of McCulloh Street, Southeasterly 5 feet; thence crossing McCulloh Street, Northeasterly 60 feet to a point on the northeast side of McCulloh Street; thence binding on the northeast side of McCulloh Street, Northwesterly 5 feet; thence crossing McCulloh Street, Southwesterly 60 feet to the place of beginning.

Containing 300 square feet, more or less, as delineated on an approved developer agreement

plan, number (DA) 1620, and filed in the office of the Right of Way Services Division of the Department of Transportation.

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 Transportation, 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 Department of Transportation. 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 Department of Transportation, 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

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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 Department of Transportation, and (iii) completed within the time specified in writing by the Department of Transportation.

Section 11. And be it further ordained, That subject to any limitations imposed by law, the Mayor and City Council of Baltimore and the Grantee shall each be responsible for its own actions and omissions, pursuant to the performance of the Franchise, and neither party shall try to hold the other party liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the Mayor and City Council of Baltimore and the Housing Authority of Baltimore City shall be governed by the terms and provisions of the applicable Local Government Tort Claims Act and applicable Federal regulations.

Section 12. And be it further ordained, That this Ordinance takes effect on the date it is enacted.