



MAYOR AND CITY COUNCIL

WORK SESSION
Tuesday, June 10, 2025 - 1:00 PM

AGENDA

1. CALL TO ORDER

2. NOTICE AND REPORT ON CLOSED SESSION

- A. Closed Session Notice and Report - Tuesday, June 10, 2025, 12:00 PM - 1:00 PM, to discuss Legal Matters

3. ACKNOWLEDGEMENTS AND RECOGNITIONS

4. COMMENTS FROM THE PUBLIC

- A. Any person who may wish to speak on a matter scheduled for discussion on the Work Session Agenda may be heard during Comments from the Public for a period of three (3) minutes or such time as may be deemed appropriate by the Council President. Anyone wishing to be heard shall state their name, address and the Agenda item on which he or she wishes to speak.

5. NEW BUSINESS

- A. Bid Opening - Taxiway "A" Relocation and Runway 02/20 Surface Treatment
- B. Request to Approve Minutes
1. Work Session dated May 27, 2025
 2. Regular Meeting #11 dated June 2, 2025
- C. Request to Solicit Bids for Eagle's Landing Golf Course Tidal Flood Remediation Project presented by Recreation and Parks Director Kate Gaddis
- D. Request to Approve Cingular (AT&T) Master License Agreement for Wireless Installations presented by New Cingular Wireless PCS, LLC (AT&T)
- E. Request to Approve Maryland Historical Trust Easement for the Ocean City Life Saving Station Museum to Secure Grant Funds presented by Museum Curator Christine Okerblom and Public Works Director Hal Adkins
- F. Review of Proposed Charter Amendment Resolution on Elected Official Residency Requirement presented by City Solicitor Heather Stansbury

6. ADJOURN



TOWN OF
OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 2.A
Council Meeting June 10, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Closed Session Notice and Report
DATE: June 2, 2025

ISSUE(S): Closed Session Notice and Report

SUMMARY: A Mayor and Council closed session is scheduled for Tuesday, June 10, 2025, at 12:00 PM to discuss legal matters.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): 1. Closed Session Notice 6.10.25.doc
2. Closed Session Report 6.10.25.doc

NOTICE OF CLOSED SESSION OF MAYOR & CITY COUNCIL OF OCEAN CITY

DATE AND TIME: Tuesday, June 10, 2025 12:00 PM – 1:00 PM
 PLACE: City Hall
 SUBJECT: Legal Matters
 VOTE: UNANIMOUS
 _____ OTHER: _____ FOR: _____
 _____ AGAINST: _____
 _____ ABSTAIN: _____
 _____ ABSENT: _____

AUTHORITY: State Government General Provisions Article: § 3-305(b)

PURPOSES:

	1. To discuss: (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees or officials over whom it has jurisdiction; or (ii) any other personnel matter that affects one or more specific individuals;
	2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business
	3. To consider the acquisition of real property for the public purpose and matters directly related thereto;
	4. Consider a matter that concerns the proposal for a business or industrial organization to locate, expand or locate in the state;
	5. Consider the investment of public funds;
	6. Consider the marketing of public securities;
X	7. Consult with counsel to obtain legal advice;
	8. Consult with staff, consultants or other individuals about pending or potential litigations;
	9. Conduct collective bargaining negotiations or consider matters that relate to the negotiations;
	10. Discuss public security if the public body determines that public discussion would constitute a risk to the public or public security, including; a) the deployment of fire and police services and staff; and b) the development and implementation of emergency plans
	11. Prepare, administer or grade a scholastic, licensing or qualifying examination;
	12. Conduct or discuss an investigative proceeding on actual or possible criminal conduct;
	13. Comply with a specific constitutional, statutory or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or
	14. Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process
	15. To discuss cybersecurity, if the public body determines that public discussion would constitute a risk to: (i) security assessments or deployments relating to information resources technology; (ii) network security information or (iii) deployments or implementation of security personnel, critical infrastructure or security devices.

For each provision checked above, disclosure of the topic to be discussed and the public body’s reason for discussing that topic in closed session.

Citation	Topic	Reason for closed session discussion of topic
§3-305(b)7	Potential litigation	Attorney-Client Privilege

REPORT OF CLOSED SESSION
OF THE MAYOR AND CITY COUNCIL OF OCEAN CITY

Prior to the open session of the Mayor and City Council being held on Tuesday, June 10, 2025, at 1:00 PM, a closed session was held on Tuesday, June 10, 2025, at 12:00 PM at City Hall, 301 N. Baltimore Avenue, Ocean City, Maryland. The following is a report of the closed session.

1. A statement of the time, place, and purpose of the closed session is attached.
2. A record of the vote of each member as to closing the session is attached.
3. A citation of the authority under the law for closing the session is attached.
4. (a) Topics of Discussion: Legal Matters

(b) Persons present:

Mayor Rick Meehan
City Manager Terry McGean
Deputy City Manager J.R. Harmon
Council President Matt James
Council Secretary Tony DeLuca
Council Members: Will Savage III, Larry Yates, John Gehrig, Jake Mitrecic,
Carol Proctor
City Solicitor Heather Stansbury
City Clerk Diana Chavis

Action(s) taken:

Motion to close meeting:

End Time:



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Agenda Item # 4.A
Council Meeting June 10, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Public Comments
DATE: June 2, 2025

ISSUE(S): Comments from the Public

SUMMARY: Any person who may wish to speak on a matter scheduled for discussion on the Work Session Agenda may be heard during Comments from the Public for a period of three (3) minutes or such time as may be deemed appropriate by the Council President. Anyone wishing to be heard shall state their name, address and the Agenda item on which he or she wishes to speak.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



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ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): None



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.A
Council Meeting June 10, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Jaime Giandomenico, Airport Manager
RE: Bid Opening: Taxiway "A" Relocation and Runway 02/20 Surface Treatment
DATE: June 2, 2025

ISSUE(S): Taxiway "A" does not meet FAA design guide standards for Runway 14/32. It has also reached the end of its service life.

SUMMARY: Council approved solicitation of bids for this construction project at the April 29th Work Session. Deadline for submission is June 9, 2025. Bids solicited in accordance with applicable FAA order.

FISCAL IMPACT: FAA AIP/BIL Grant, 95/2.5/2.5, Budgeted in FY2026

RECOMMENDATION: Read respondent name and bid amount into the record. Remand to staff for tabulation and forthcoming bid award recommendation.



1st Class Resort and Tourist Destination

ALTERNATIVES: Not applicable

RESPONSIBLE STAFF: Scott Wagner, Deputy Public Works Director

COORDINATED WITH: Hal Adkins, Public Works Director
Jennifer Lutz, AECOM

ATTACHMENT(S):
1. Bidder's List.pdf
2. Bidder's Form.pdf
3. Invitation to Bidders.pdf
4. Project Layout.pdf

Ocean City Municipal Airport Bid Opening June 10, 2025

Taxiway "A" Relocation Bidders List

General Contractor	Grand Total Base Bid (Tabulations page) page 61
A-Del Construction	
David A. Bramble	
Allan Myers	
Atlantic Contracting and Materials Inc.	
Kinsley Construction	
Glenelg Construction Inc.	

GRAND TOTAL TABULATION
RELOCATE TAXIWAY A: PACKAGE 1
 (OWNER RESERVES THE RIGHT TO AWARD THE BASE BID AND ANY COMBINATION OF THE ADD ALTERNATES)

TOTAL BASE BID: TAXIWAY A RELOCATION (PHASE 1, 2A, 2B, AND P/O 2C)	<div style="text-align: right; margin-bottom: 5px;">_____ Dollars</div> <div style="text-align: right;">_____ Cents</div>	\$
TOTAL ADD ALTERNATE 1: RUNWAY 2-20 PAVEMENT MAINTENANCE (PHASE 3 AND P/O 2C)	<div style="text-align: right; margin-bottom: 5px;">_____ Dollars</div> <div style="text-align: right;">_____ Cents</div>	\$
TOTAL ADD ALTERNATE 2: TRANSIENT APRON (PHASE 4)	<div style="text-align: right; margin-bottom: 5px;">_____ Dollars</div> <div style="text-align: right;">_____ Cents</div>	\$
GRAND TOTAL BASE BID, ADD-ALTERNATE 1, ADD-ALTERNATE 2	<div style="text-align: right; margin-bottom: 5px;">_____ Dollars</div> <div style="text-align: right;">_____ Cents</div>	\$



**MAYOR & CITY COUNCIL OCEAN CITY PUBLIC NOTICE
INVITATION TO BIDDERS**

**TITLE: RELOCATE TAXIWAY A: PACKAGE 1
OCEAN CITY MUNICIPAL AIRPORT**
BID NO.: B06-25

Sealed Proposals for this project shall be accepted by: The Mayor & City Council Ocean City Attn: City Manager, Room 230, 301 N. Baltimore Avenue, Ocean City, Maryland 21842, prior to **4:30 pm** local time on **Monday, June 9, 2025**. Bidders who want to participate in the bid opening at **1:00 pm** local time on **Tuesday, June 10, 2025** may do so; details will be provided at the Pre-bid meeting. Submissions must be marked "Airport Taxiway Proposal" on the outermost packaging of the bid.

The Scope of Work under this contract consists of furnishing all supervision, labor, materials, equipment, tools, and associated work necessary to complete the Relocate Taxiway A: Package 1 project at Ocean City Municipal Airport. The scope of work for this project includes demolition of existing taxiways, earthwork, drainage, construction of new taxiways, soil cement, aggregate base, underdrain, asphalt paving, pavement marking, lighting and guidance signage, utilities, runway pavement maintenance crack sealing and seal coat, fencing, topsoiling, seeding, and gravel roadways. All work shall be completed in accordance with the Contract Documents.

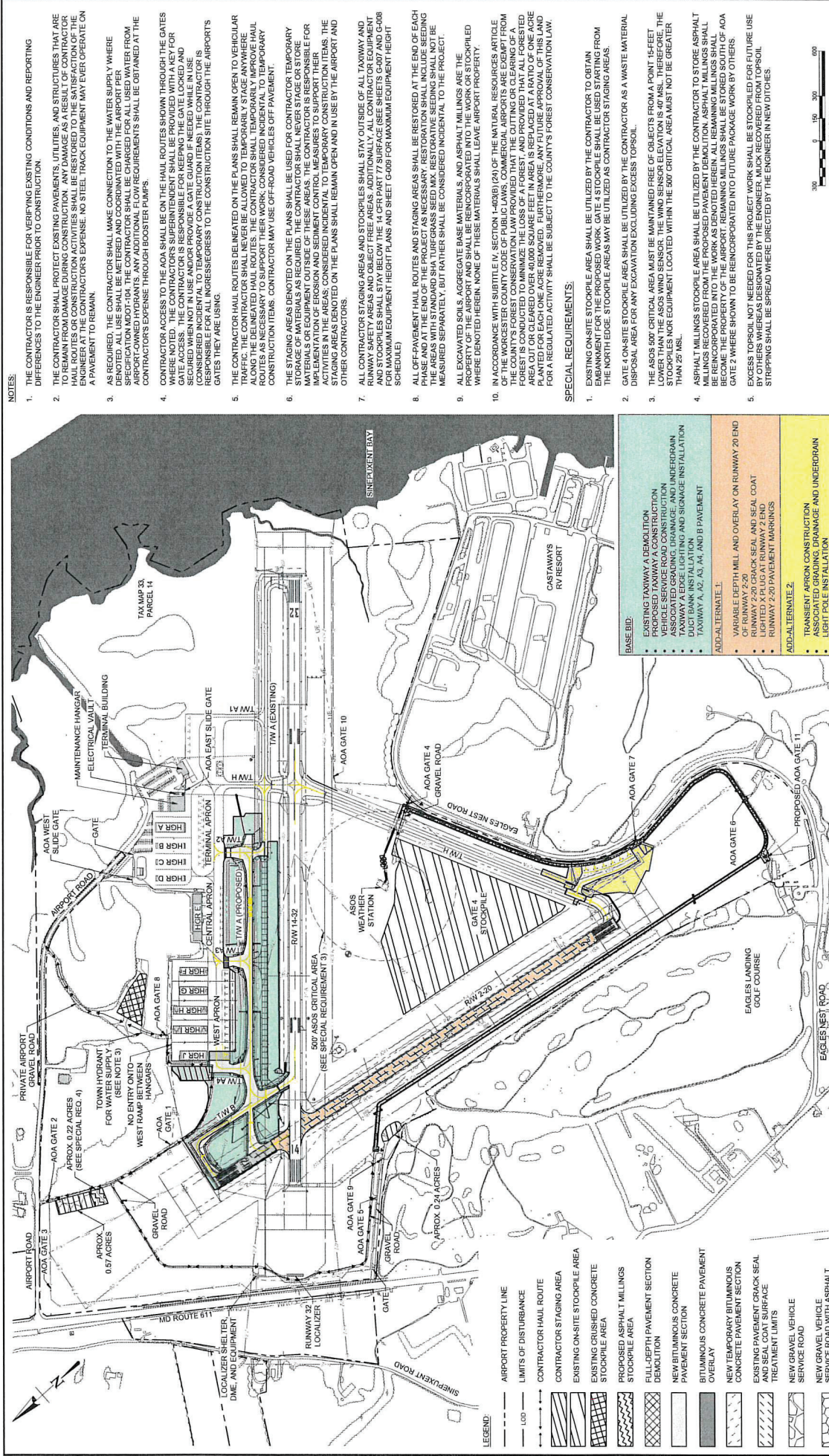
Contract Plans and Specifications may be obtained electronically upon request by contacting Derek Hollinger, PE, AECOM at Derek.Hollinger@aecom.com. Contract Documents will be available after **4:00 pm** on **Monday, May 12, 2025**. Questions regarding this bid will be accepted by AECOM by emailing Derek.Hollinger@aecom.com. The cutoff date for questions is **Thursday, May 29, 2025**.

A Pre-Bid Meeting for interested bidders will be held at **2:00 pm** on **Wednesday, May 21, 2025** at Ocean City Municipal Airport at 12724 Airport Road, Berlin, Maryland in the Terminal on the 2nd floor in the conference room and via Teams; details for attending will be provided to prospective bidder planholders. Bidders inspecting the site work areas should do so informally and independently by contacting Jaime Giandomenico, Airport Manager, at 443-235-4434 to arrange such visit.

Each bid shall be accompanied by ALL completed bid forms (*see Contract Specifications Manual*), and a bid guaranty in the amount of 5% of the total bid amount which shall be a Cashier's Check made payable to the Mayor and City Council of Ocean City, Maryland, or a bid bond which is underwritten by a surety company approved by the Town.

The Bid Package submitted by the successful bidder must be reviewed and approved by the Federal Aviation Administration and the Maryland Aviation Administration prior to award of the Contract. Accordingly, it is intended that the project be awarded to the successful bidder within 120 calendar days of the date specified above for bid opening. Following award, a contract will be executed and administrative NTP will be issued to allow for project administrative start-up and material procurement. Construction NTP is then anticipated for Fall 2025 with completion in Spring 2026 as described by the project phasing and the Bid Documents.

Mayor & City Council Ocean City reserves the right to reject any or all bids or to accept any bid, or portions thereof, when, in their judgment, the public will be better served.



RELOCATE TAXIWAY A: PACKAGE 1

OCEAN CITY MUNICIPAL AIRPORT
BERLIN, MARYLAND

PROJECT TITLE: RELOCATE TAXIWAY A: PACKAGE 1
SHEET TITLE: GENERAL PROJECT LAYOUT
SCALE: AS SHOWN DATE: MAY 2025 BID DOCUMENTS

DRAWING NO: 006
SHEET ID: G-006

AECOM
AECOM PARK DRIVE SUITE 500
1000 HUNT VALLEY, MARYLAND 21080
PHONE: 410-766-7220

DESIGNED	OSM
DRAWN	OSM
CHECKED	DAH
APPROVED	DAH

PROFESSIONAL SEAL: 5/14/2025
STATE OF MARYLAND PROFESSIONAL ENGINEER
LICENSE NO. 12718
EXPIRES DATE: 01/01/2028

NOTES:

- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS AND REPORTING DIFFERENCES TO THE ENGINEER PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL PROTECT EXISTING PAVEMENTS, UTILITIES, AND STRUCTURES THAT ARE TO REMAIN FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE AS A RESULT OF CONTRACTOR ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES THAT ARE TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES THAT ARE TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES THAT ARE TO REMAIN.
- AS REQUIRED, THE CONTRACTOR SHALL MAKE CONNECTIONS TO THE WATER SUPPLY WHERE LOCATED. THE CONTRACTOR SHALL BE CHARGED FOR ALL USED WATER FROM THE CONTRACTOR'S OWN HYDRANTS. ANY ADDITIONAL FLOW REQUIREMENTS SHALL BE OBTAINED AT THE CONTRACTOR'S EXPENSE THROUGH BOOSTER PUMPS.
- CONTRACTOR ACCESS TO THE AOA SHALL BE ON THE HAUL ROUTES SHOWN THROUGH THE GATES WHERE NOTED. THE CONTRACTOR'S SUPERINTENDENT SHALL BE PROVIDED WITH A KEY FOR GATE ACCESS. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ACCESS TO ALL HAUL AND GATE ACCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL HAUL AND GATE ACCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL HAUL AND GATE ACCESS.
- THE CONTRACTOR SHALL NEVER BE ALLOWED TO TEMPORARILY STAGE ANYWHERE ALONG THE DELINEATED HAUL ROUTES. THE CONTRACTOR SHALL TEMPORARILY IMPROVE HAUL ROUTES WITH TEMPORARY ASPHALT MILLINGS OR CONCRETE PAVEMENT. THE CONTRACTOR SHALL TEMPORARILY IMPROVE HAUL ROUTES WITH TEMPORARY ASPHALT MILLINGS OR CONCRETE PAVEMENT.
- THE STAGING AREAS DEVOTED ON THE PLANS SHALL BE USED FOR CONTRACTOR TEMPORARY MATERIALS OR EQUIPMENT OUTSIDE OF THESE AREAS. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTATION OF EROSION AND SEDIMENT CONTROL MEASURES TO SUPPORT THEIR ACTIVITIES IN THE AREAS CONSIDERED INCIDENTAL TO TEMPORARY CONSTRUCTION ITEMS. THE CONTRACTOR SHALL REMAIN OPEN AND IN USE BY THE AIRPORT AND OTHER CONTRACTORS.
- ALL CONTRACTOR STAGING AREAS AND STOCKPILES SHALL STAY OUTSIDE OF ALL TAXIWAY AND APRON AREAS. ALL CONTRACTOR STAGING AREAS AND STOCKPILES SHALL STAY OUTSIDE OF ALL TAXIWAY AND APRON AREAS. ALL CONTRACTOR STAGING AREAS AND STOCKPILES SHALL STAY OUTSIDE OF ALL TAXIWAY AND APRON AREAS.
- ALL OFF-PAVEMENT HAUL ROUTES AND STAGING AREAS SHALL BE RESTORED AT THE END OF EACH PHASE AND AT THE END OF THE PROJECT AS NECESSARY. RESTORATION SHALL INCLUDE SEEDING THE AREAS WITH STANDARD SHA TURFGRASS SEED MIX. RESTORATIVE SEEDING SHALL NOT BE MEASURED SEPARATELY, BUT RATHER SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
- ALL EXCAVATED SOILS, AGGREGATE BASE MATERIALS, AND ASPHALT MILLINGS ARE THE PROPERTY OF THE AIRPORT AND SHALL BE REINCORPORATED INTO THE WORK OR STOCKPILED WHERE DENOTED THEREIN. NONE OF THESE MATERIALS SHALL LEAVE AIRPORT PROPERTY.
- IN ACCORDANCE WITH SUBTITLE IV, SECTION 1-403(B) (2) OF THE NATURAL RESOURCES ARTICLE OF THE WORCESTER COUNTY CODE OF PUBLIC LAWS, COMMERCIAL AIRPORTS ARE EXEMPT FROM THE REQUIREMENTS OF THE FOREST CONSERVATION ACT. THE CONTRACTOR SHALL CONDUCT A FOREST INVENTORY TO MINIMIZE THE LOSS OF A FOREST, AND PROVIDED THAT ALL FORESTED AREA OUT OR CLEARED OVER 40,000 SQUARE FEET IN AREA IS REPLACED AT A RATIO OF ONE ACRE PLANTED FOR EACH ONE ACRE REMOVED. FURTHERMORE, ANY FUTURE APPROVAL OF THIS LAND FOR A REGULATED ACTIVITY SHALL BE SUBJECT TO THE COUNTY'S FOREST CONSERVATION LAW.

SPECIAL REQUIREMENTS:

- EXISTING ON-SITE STOCKPILE AREA SHALL BE UTILIZED BY THE CONTRACTOR TO OBTAIN EMBANKMENT FOR THE PROPOSED WORK. GATE 4 STOCKPILE SHALL BE USED STAGING FROM THE NORTH EDGE. STOCKPILE AREAS MAY BE UTILIZED AS CONTRACTOR STAGING AREAS.
- GATE 4 ON-SITE STOCKPILE AREA SHALL BE MAINTAINED FREE OF OBJECTS FROM A POINT 15-FEET DISPOSAL AREA FOR ANY EXCAVATION EXCLUDING EXCESS TOPSOIL.
- THE ASOS 500' CRITICAL AREA MUST BE MAINTAINED FREE OF OBJECTS FROM A POINT 15-FEET LOWER THAN THE ASOS WIND SENSOR. THE WIND SENSOR ELEVATION IS 40 MSL. THEREFORE, THE STOCKPILES NOR EQUIPMENT LOCATED WITHIN THE 300' CRITICAL AREA MUST NOT BE GREATER THAN 20 MSL.
- ASPHALT MILLINGS STOCKPILE AREA SHALL BE UTILIZED BY THE CONTRACTOR TO STORE ASPHALT MILLINGS RECOVERED FROM THE PROPOSED PAVEMENT DEMOLITION. ASPHALT MILLINGS SHALL BE STORED WITHIN THE STOCKPILE AREA. ASPHALT MILLINGS SHALL BE STORED SOUTH OF AOA GATE 2 WHERE SHOWN TO BE REINCORPORATED INTO FUTURE PACKAGE WORK BY OTHERS. EXCESS TOPSOIL NOT NEEDED FOR THIS PROJECT WORK SHALL BE STOCKPILED FOR FUTURE USE BY OTHERS WHEREAS DESIGNATED BY THE ENGINEER. MUCK RECOVERED FROM TOPSOIL STRIPPING SHALL BE SPREAD WHERE DIRECTED BY THE ENGINEER IN NEW DITCHES.

BASE BID:

- EXISTING TAXIWAY A DEMOLITION
- VEHICLE SERVICE ROAD CONSTRUCTION
- ASSOCIATED GRADING, DRAINAGE, AND UNDERDRAIN
- TAXIWAY EDGE LIGHTING AND SIGNAGE INSTALLATION
- TAXIWAY A, A2, A3, A4, AND B PAVEMENT

ADD-ALTERNATE 1:

- VARIABLE DEPTH MILL AND OVERLAY ON RUNWAY 20 END OF RUNWAY 2-20
- RUNWAY 2-20 CRACK SEAL AND SEAL COAT
- RUNWAY 2-20 PAVEMENT MARKINGS

ADD-ALTERNATE 2:

- TRANSIENT APRON CONSTRUCTION
- ASSOCIATED GRADING, DRAINAGE, AND UNDERDRAIN
- LIGHT POLE INSTALLATION



TOWN OF
OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.B
Council Meeting June 10, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Mayor and City Council Minutes
DATE: June 2, 2025

ISSUE(S): Request to Approve Minutes

SUMMARY: 1. Work Session dated May 27, 2025
2. Regular Meeting #11 dated June 2, 2025

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Approve minutes.



Excellent Service through a High performing Town Organization

ALTERNATIVES: Advise of necessary modifications.

RESPONSIBLE STAFF: City Clerk Diana L. Chavis, MMC

COORDINATED WITH: Deputy City Clerk Jessica D. Cropper, CMC

ATTACHMENT(S): None



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.C
Council Meeting June 10, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Kate Gaddis, Recreation and Parks Director
RE: Eagles Landing Tidal Flood Remediation Project
DATE: June 3, 2025

ISSUE(S): Renovate Eagle's Landing Golf Course to address frequent tidal flooding on holes 7, 8, 9, 10, 17 & 18.

SUMMARY: Town Staff and Contractors have developed a golf course tidal flood remediation renovation master plan to address tidal flooding and other flood related infrastructure improvements. Survey work, permitting and wetland delineation work is complete.

The golf course was built 34 years ago on a very modest budget and has served the town well, but to remain viable in the area golf market, attention must be given to address frequent flooding that impacts six holes on the course. Saltwater flooding makes golf turf difficult to keep alive, forces course closure, reduces revenue, kills trees and damages equipment. By raising the course elevation to a level of flood resiliency, updating irrigation and drainage and using new turfgrass cultivars, many of our coastal flooding problems will be resolved/reduced and beautiful new golf holes will result.

These renovations should contribute to reduced expenses and increased revenue, provide reason for continued high customer satisfaction and retention, and help maintain Eagle's Landing's good standing in the Ocean City golf marketplace.

FISCAL IMPACT: This project is included in the FY26 CIP and is proposed to be bond funded. A cashflow analysis was completed and this project should be covered by debt service and not have to draw from the general fund.

RECOMMENDATION: Approve request to solicit bids.



1st Class Resort and Tourist Destination

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Kate Gaddis, Director, Recreation and Parks

Joel McTavish, Golf Course Superintendent
Joe Kurtz, Interim City Engineer

COORDINATED WITH: JR Harmon, Deputy City Manager
Hal Adkins, Public Works Director
Scott Wagner, Public Works
Matt Perry, Procurement
Janelle Gerthoffer, Planning and Development
Bob Croll, Eagles Landing Golf Course, Golf Professional
Brent Jett, George, Miles & Buhr, LLC
Joe Perry, Consultant, Golf and Landscape Services
Joel Weiman, Consultant, Weiman Golf Design, LLC

ATTACHMENT(S): None



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.D
Council Meeting June 10, 2025

TO: The Honorable Mayor, Council President and Members of Council
FROM: Terence J. McGean, PE, City Manager
RE: Cingular (AT&T) Small Cell Agreement
DATE: June 5, 2025

ISSUE(S): Cingular (AT&T) is requesting approval to place small cell antennas in the City Right of Way.

SUMMARY: Cellular service during the beach concert events continues to be problem. In an effort to improve service, both Cingular (AT&T) and Verizon are requesting to install additional small cell antennas in the downtown area. In order to accomplish this, both entities require a License from the City to place their equipment in the City right of way. The City Attorney has reviewed and approved the attached License Agreement from Cingular (AT&T), the Verizon agreement is still under review and will be brought to the Mayor and Council once it is approved by the City Attorney.

Once the License Agreement is approved, then permits for the actual installations are submitted to the Engineering Department for review. Any proposed installation must comply with the Resolution 2022-02. Cingular (AT&T) is aware of the restrictions in the resolution and has agreed to abide by them, including the prohibition on installations in R-1 and MH neighborhoods.

FISCAL IMPACT: \$344 per year rent for locations on city structures.

RECOMMENDATION: Approve License Agreement.



1st Class Resort and Tourist Destination

ALTERNATIVES: Request additional changes to the agreement. Note that under Federal Law, the City cannot deny a wireless provider access to the right of way.

RESPONSIBLE STAFF: City Manager Terry McGean
Public Works Deputy Director Woody Vickers

COORDINATED WITH: City Attorney

ATTACHMENT(S):

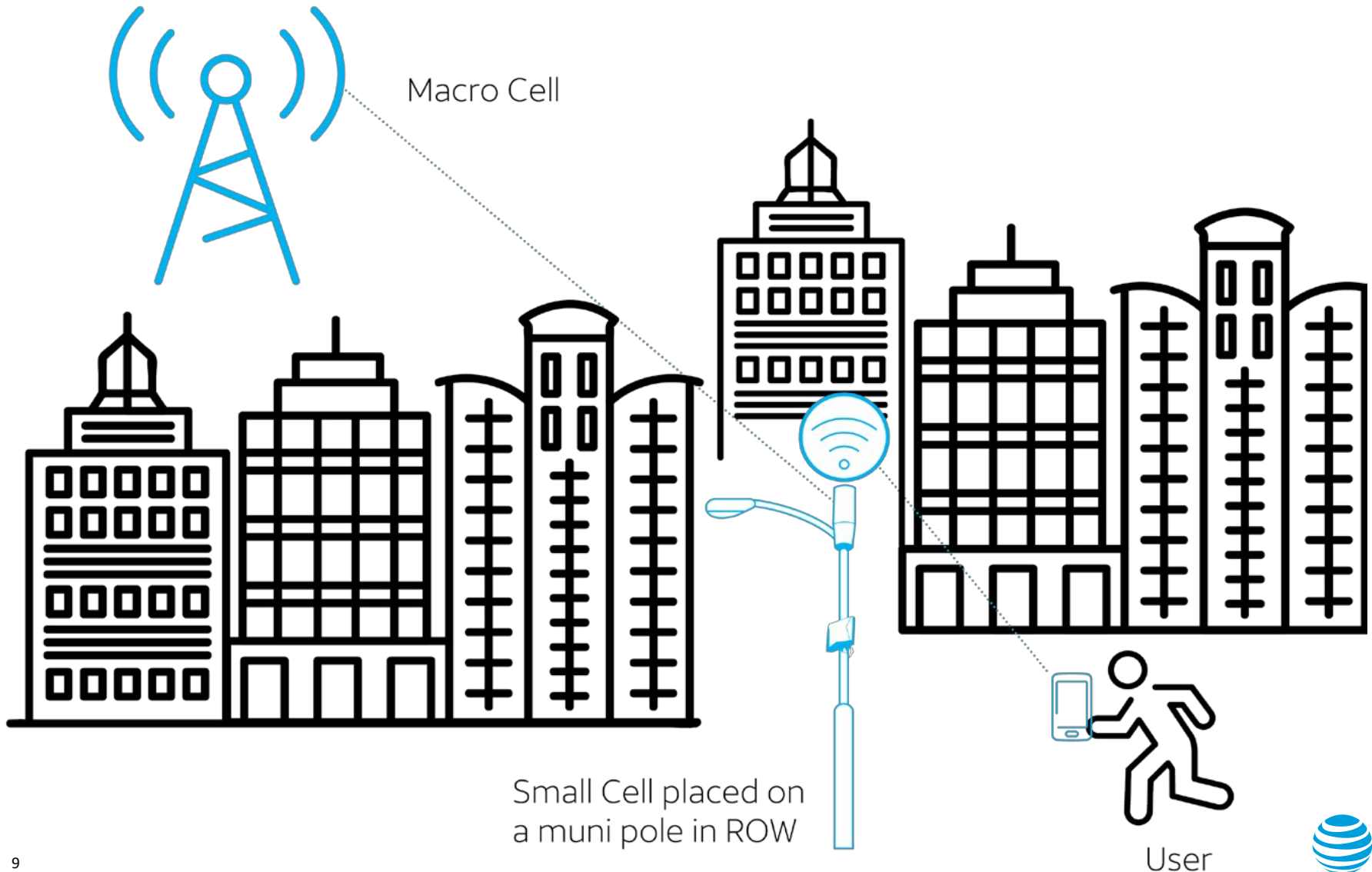
1. Ocean City-Small Cell Deck (002).pdf
2. 25-0605 Ocean City MLA ATT FINAL- corrected.pdf
- 3 . 2022-02 Utility Installation Requirements for Antenna Systems & Small Wireless Facilities.pdf

AT&T Small Cells: Ocean City, Maryland

Enhancing our network to meet consumer demand today while preparing for the technologies and innovations of tomorrow.



Small cells help to bring the network “closer” to its users to deliver increased data capacity, faster connectivity speeds and an overall better wireless experience.

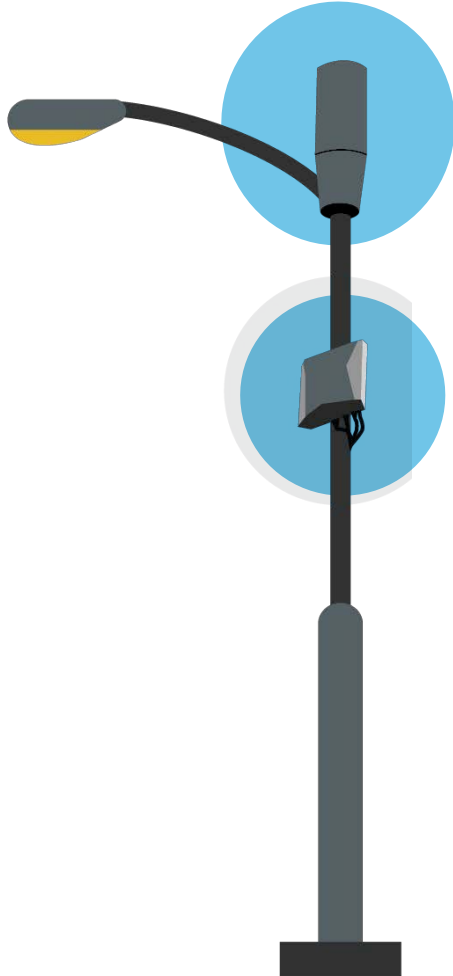


A new network architecture is needed

Small cells are flexible, targeted network solutions that cover a radius up to 1200+ feet and can be readily deployed to specific locations, including:

- Where customers are prone to experience connectivity issues
- Heavily populated areas that need more network capacity
- Areas that can't effectively be served by a traditional macro cell

AT&T's proposal to add additional small cells in Ocean City near the Inlet parking area & Boardwalk will help to provide significantly better experiences in concert with temporary assets (i.e. COWs) for events such as Oceans Calling, Country Calling, the Boardwalk Rock Festival and others.



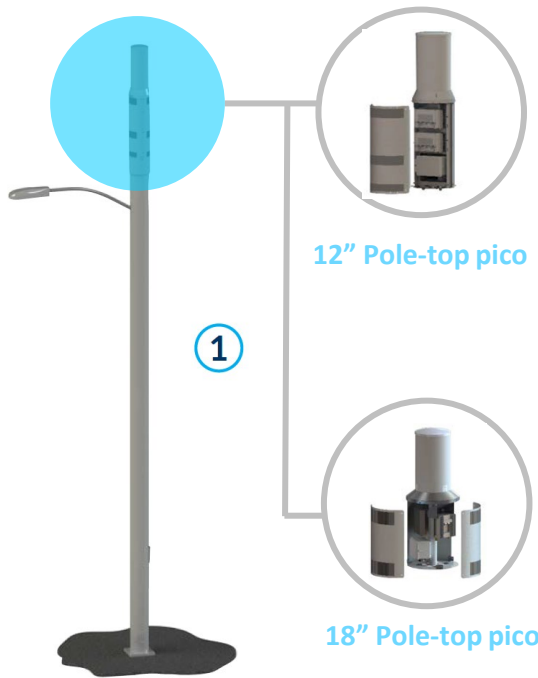
This photo depicts an example of what a small cell could look like. Actual size, shape and dimensions may vary by location.



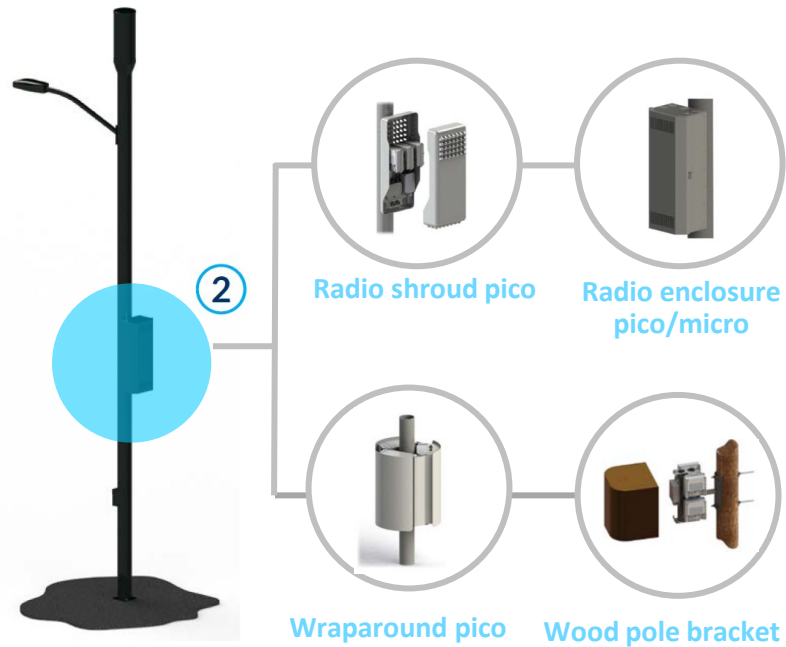
AT&T Small Cell Antenna Design Examples



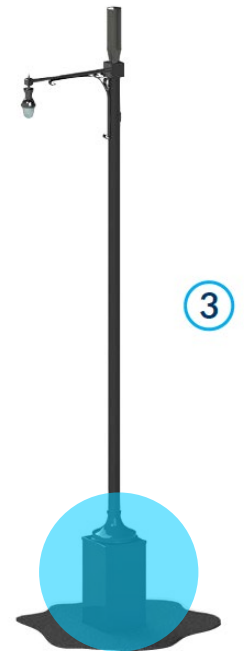
Pole-top solutions



Mid-pole solutions

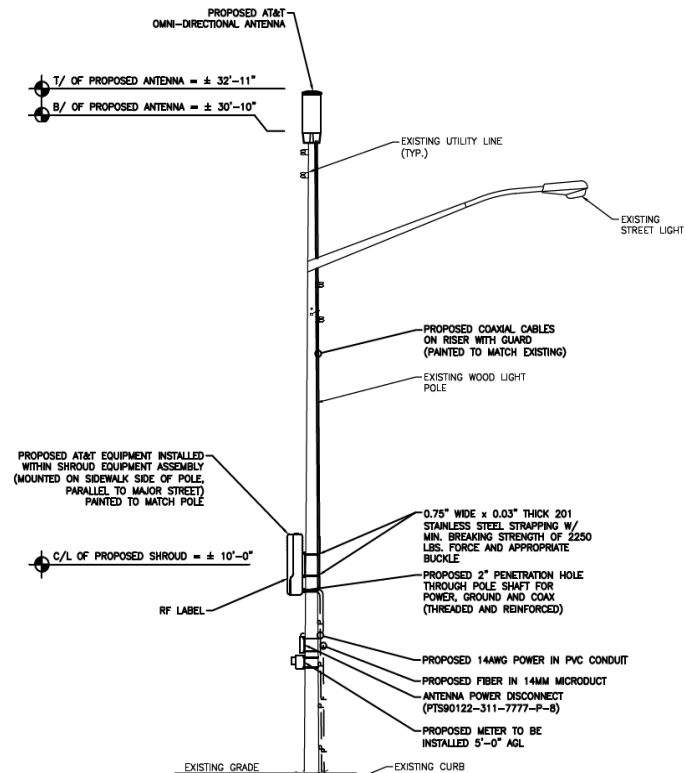


Bottom-of-the-pole solutions



Slide credit: Commscope

Examples of the AT&T Small Cell Equipment

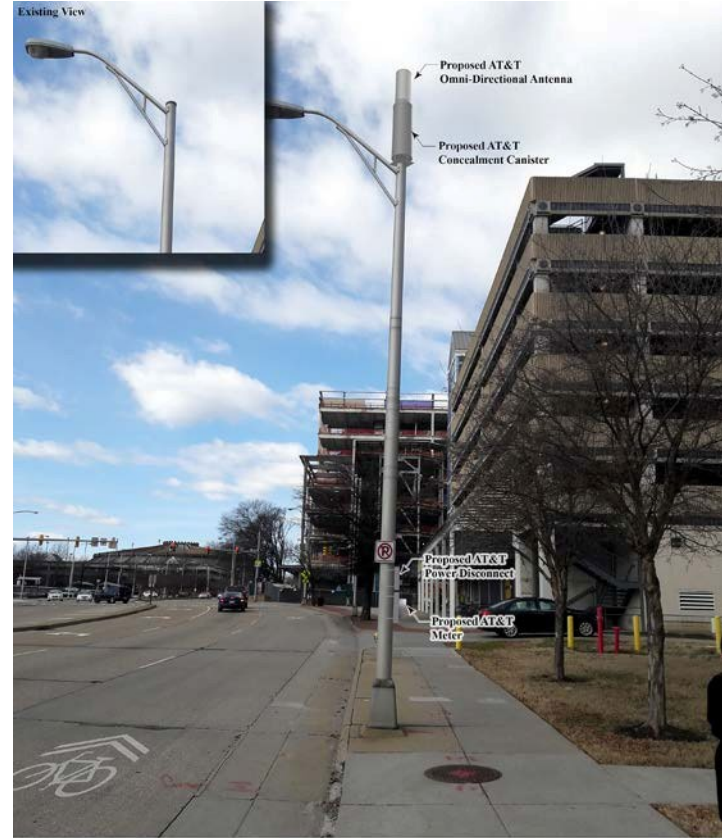


- Small Cell Design Option
- Attachment to existing wood pole in ROW.
- Top mounted canister antenna, equipment shroud for components, power disconnect, power meter, and associated cabling (power and fiber). Requires in ground handhole adjacent the pole.

Examples of the AT&T Small Cells deployed Nationally



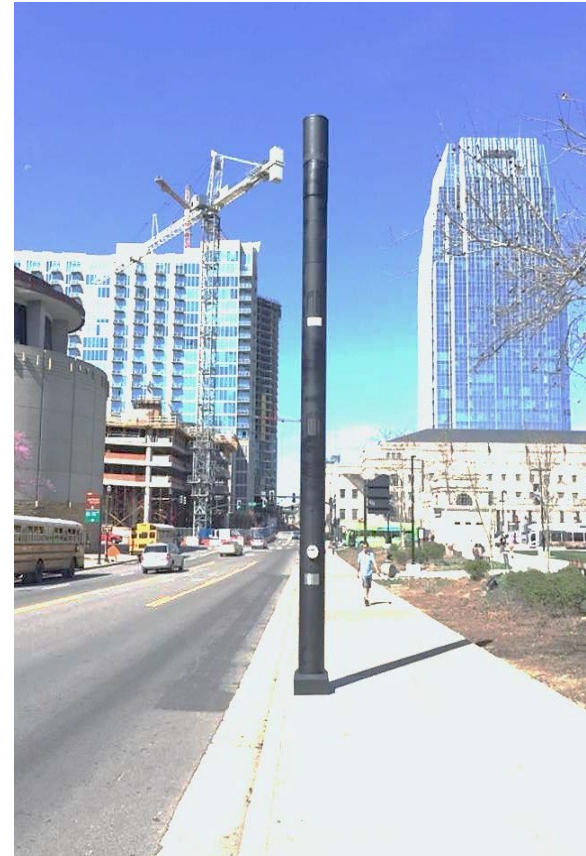
BC JACOBS at&t Light Standard Antenna with Canister Simulation CRAN_RVWN_RIFZ2_001



BC JACOBS at&t Light Standard Antenna with Canister Simulation CRAN_RVWN_RIFZ2_001

r, geograp

Examples of the AT&T Small Cells deployed Nationally



Designs vary by market based on factors such as equipment vendor, geography, climate, structure owner/type and jurisdictional requirements.



Example – Integrated Pole



Examples of the AT&T Small Cell Equipment



Small Cell Design Option

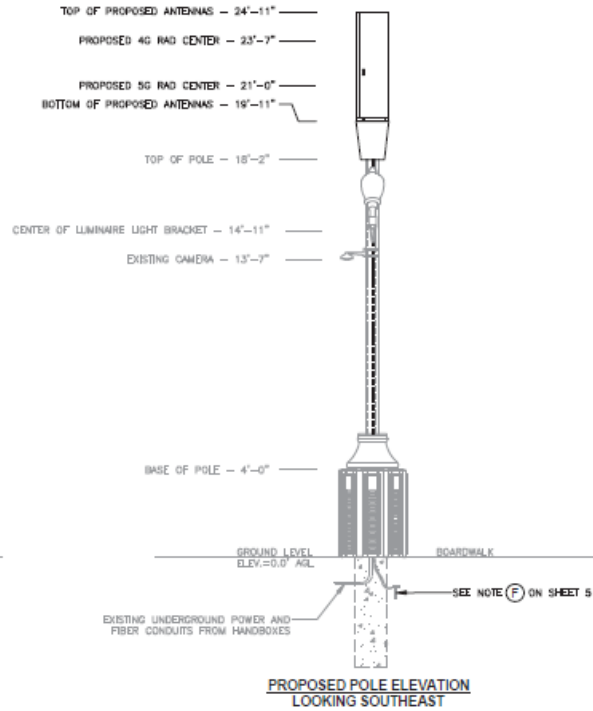
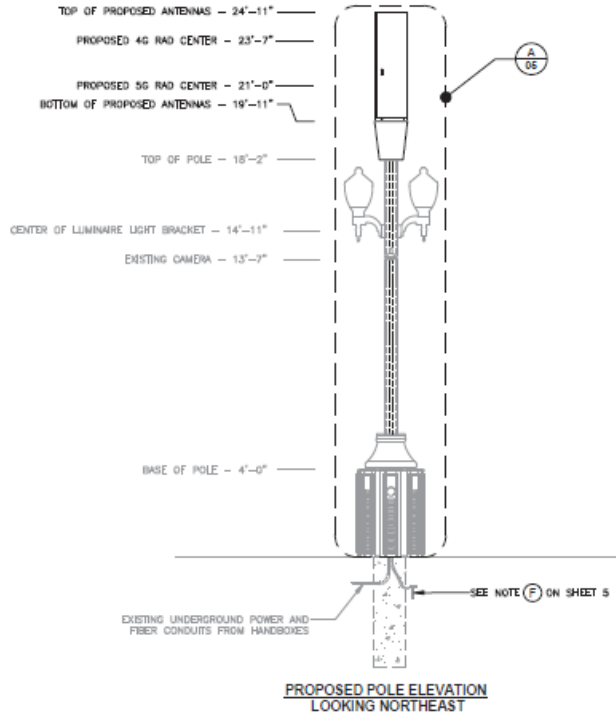
- “Big Base” replacement streetlight in ROW. Luminaire can be configured to match character of existing lights.
- Equipment enclosed inside cabinet at base of the pole. Requires in ground handhole adjacent the pole.

AT&T Small Cell Antenna Design for Ocean City



Example of Current Small Cell Equipment at Boardwalk

CROWN CASTLE NS ATLANTIC LLC



PROJECT: OSC-001
 TITLE: CROWN CASTLE NS ATLANTIC LLC
 622 Worcester Street
 Downen City, MD 21842
 Jurisdiction: Town of Downen City



NO.	DATE	DESCRIPTION	BY	CHK	APP
A	3/18/20	ISSUED FOR REVIEW	TA		
B	9/21/20	REV. PER COMMENTS	TA		
C	2/18/21	ISSUED FOR PERMITTING	TA		
1	2/19/21	REVISED PER COMMENTS	TA		



DESIGNER	TA
PROJECT LEAD	ST
APPROVED BY	NB
DATE	2/19/21

PROJECT	02157492.10
VERSION	N/A
SCALE	AS SHOWN

SHEET NUMBER
4

Photos of Current Small Cell Equipment at Boardwalk



License Agreement for Wireless Installations

Terms that help facilitate network growth

- **Highlights**

- Agreement grants AT&T the right to install its own poles in the municipal right-of-way or at Licensor's discretion, placement of Wireless Installations outside of ROW
- Licensee shall be permitted to install new poles only where none exist and Licensee can demonstrate it cannot otherwise provide the services
- AT&T acknowledges that pursuant to Town of Ocean City Resolution No. 2022-02, no new poles or small wireless facilities are allowed in the R-1 and MH zoning districts of the Town of Ocean City

- **Process**

- Before placing any new or additional Wireless Installation onto any Structure, Licensee shall apply for a permit from Licensor and enter into a Utility Installation Agreement in accordance with all applicable codes.
- Licensor will conduct any technical reviews needed and advise Licensee of any Make-Ready Work that needs to be performed in connection with the Permit.
- Within 20 business days of completing the installation for each Wireless Installation, Licensee will notify Licensor of completion.



License Agreement for Wireless Installation (continued)

Terms that help facilitate network growth

• Rent

- Licensee shall pay Licensor for the rental fee “Annual Rent” per Wireless Installation, on a Structure owned by the Licensor as of the Record Date for each year that the agreement remains in effect.
- The Rent shall be payable annually on July 1st, in advance, for each Wireless Installation where a permit has been issued.
- Licensee shall furnish a surety bond in order to guarantee Licensee’s payment and performance of sums and liabilities that may become due, including restoration of any damage to the municipal right-of-way, Licensor Structure or Licensor property caused by Licensee.

• Term

- Agreement shall remain in effect for ten (10) years and will automatically renew for two (2) successive five (5) year terms, unless Licensee or Licensor provides the other Party written notice of termination at least ninety (90) days prior to end of current term.



MOVING FORWARD...

QUESTIONS

&

ACTION ITEMS





LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS

BETWEEN

NEW CINGULAR WIRELESS PCS, LLC

AND

MAYOR AND CITY COUNCIL OF OCEAN CITY

EFFECTIVE DATE: _____

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EXHIBITS

- A** Application for a Permit to Install a Wireless Facility in Public Right-Of-Way or on Public Property
- B** Fees and Bond - Ocean City
- C** Utility Installation Agreement

LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS

This License Agreement For Wireless Installations (the “Agreement”) is made and entered into as of June __, 2025 (“Effective Date”), by and between MAYOR AND CITY COUNCIL OF OCEAN CITY, a Maryland municipal corporation (“Licensor” or “Town of Ocean City”), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (“Licensee”). Licensor and Licensee shall be referred to hereafter individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Licensee seeks to locate, affix, install, operate and maintain Wireless Installations to certain of Licensor’s Structures, as defined herein, and to Structures owned by Licensee or third parties, in the municipal right-of-way and other Structures on Licensor owned property; and

WHEREAS, Licensee is authorized to conduct business and provide the Services by both the Federal Communications Commission and the State of Maryland; and

WHEREAS, Licensor wishes to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of Wireless Installation(s) while enabling Licensor to promote the management of the rights-of-way in the overall interests of the public health, safety and welfare; and

WHEREAS, Licensor is willing to accommodate Licensee’s non-exclusive use of such Structures in the municipal right-of-way and other Structures on Licensor owned property in accordance with all applicable law and the terms of this Agreement; and

WHEREAS, the Parties agree that any such use of the Structures by Licensee is secondary to the Licensor’s use of the Structures and Licensee’s use of the Structures shall not result in any unreimbursed expense to Licensor; and

WHEREAS, the Parties further agree that there are times when installations on Licensor’s Structures outside of the right-of-way or other Licensor Structures is in the public’s interest and can be accommodated under the terms of this Agreement, but at rental prices that are specific to each location.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement, the Parties hereby agree as follows:

CERTAIN DEFINED TERMS

As used herein, the following capitalized terms have the meaning ascribed to them below.

“Applicable Code” means the Code of the Town of Ocean City Maryland, Town of Ocean City resolutions, and the Resolution Establishing Utility Installation Requirements for Distributed Antennas and Small Wireless Facilities (RESOLUTION NO. 2022 – 22), other Town of Ocean City written requirements, and any other applicable statutes, codes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, court orders, or other requirements of the Licensor or other governmental agency having joint or several jurisdiction over the parties to this Agreement as such laws may be amended from time to time.

“Equipment” means the optical converters, power amplifiers, radios, DWDM and CWDM multiplexers, microcells, remote radio heads, antennas, fiber optic and coaxial cables, wires, meters, pedestals, power switches, and related equipment, whether referred to singularly or collectively, to be installed and operated in connection with a Wireless Installation by Licensee hereunder.

“Emergency” means a situation in which there is an imminent threat of injury to person or property, or loss of life.

“FCC” means the Federal Communications Commission.

“Hazardous Substance” means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state or local law or regulation, including, but not limited to, petroleum products and asbestos.

“Make-Ready Work” means the work required on or in Licensor’s Structure to create space for Licensee’s attachments, and/or replacing and/or reinforcing the existing Structure to accommodate Licensee’s attachments including, but not limited to, rearrangement of existing attachments and facilities of other entities, and Structure replacement.

“Person” or “Persons” means any person or entity.

“Right(s)-of-Way” or “ROW” means the improved or unimproved surface or subsurface of any public street, or similar public way of any nature, dedicated or improved for vehicular, bicycle, and/or pedestrian related use including public streets, roads, lanes, alleys, sidewalks, medians, parkways, public utility easements, and landscaped stripes. The Right-of-Way does not include private streets, nor any property owned by Licensor not within the ROW.

“Services” means any “telecommunications service”, “personal wireless service”, or “commercial mobile data service”, as those terms are defined by Federal law at 47 U.S.C. 153 (46), 47 U.S.C. 332 (c)(7)(C)(i), and 47 U.S.C. 1401(8), respectively, provided by means of the Equipment installed by Licensee in accordance with this Agreement and Applicable Code, for which Equipment Licensee holds a valid authorization issued by the Maryland Public Service Commission, or in the case of Wireless Telecommunications Facilities, the FCC; or the leasing, operation or maintenance of the same by Licensee in

accordance with this Agreement and Applicable Code. Without limitation, the term Services does not include cable service or any other service for which Licensee must obtain permission from Licensor.

“Structure(s)” means pole(s) located within the right-of-way or poles located on Licensor owned property which are owned by Licensor supporting one or more streetlights, traffic signals, flags, banners and/or signage; street furniture; billboard(s); trash receptacle(s); bus stop(s); and any other similar structure(s) within the right-of-way capable of accommodating a Wireless Installation. Structure does not include any Licensor pole used for the function of electricity distribution or any water tower. Additionally, Structure means any pole owned by Licensee or a third party.

“Transfer” means any transaction in which the rights and/or obligations held by Licensee under this Agreement are transferred, directly or indirectly, in whole or in part to a party other than Licensee.

“Technical Grounds” means in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable law.

“Wireless Installation” means a Small Wireless Facility (“SWF”) as defined at 47 CFR § 1.6002, that operates on FCC-approved frequencies in the bands authorized for commercial wireless communication services by the FCC pursuant to FCC licenses issued to Licensee, and all associated equipment to the Small Wireless Facility affixed by Licensee to a Structure pursuant to this Agreement.

1. SCOPE OF AGREEMENT

1.1 Scope of Agreement. Nothing in this Agreement grants Licensee the right to make any Wireless Installation, or to install other facilities that do not conform to this Agreement. Licensor hereby grants Licensee access to Licensor’s Structures for Licensee to attach Wireless Installation(s) to Licensor’s Structures, a right of entry to the associated property of said Structure, and right of entry to access said Structure for the purpose of locating, affixing, installing, operating, maintaining, repairing, replacing and removing the Wireless Installation and Equipment in the municipal right-of-way or at Licensor’s discretion on a Licensor Structure or structure outside of the right-of-way, and a right of entry to attach Wireless Installations and Equipment to Structures owned by Licensee or third parties that are located in the municipal right-of-way. No use of Licensor’s Structures or property under this Agreement shall create or vest in Licensee any ownership or property rights in Licensor’s Structures or property. Licensee’s use under this Agreement shall be subject to the prior and continuing right of Licensor to use any and all parts of the municipal right-of-way or its property exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the municipal right-of-way or Licensor property. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Licensee a real property interest in land, including any fee,

leasehold interest, or easement. Licensee acknowledges that pursuant to Town of Ocean City Resolution No. 2022-02 no new poles or small wireless facilities are allowed in the R-1 and MH zoning districts of the Town of Ocean City.

1.2 Interference with Wireless Installations. Unless otherwise required by law, Licensor will not grant after the date of this Agreement, a permit, license or any other right to any third party if, at the time such third party applies for access to Licensor's Structure, Licensor knows (without any duty for Licensor to investigate or inquire) that such third party's use will adversely affect or interfere with Licensee's existing Wireless Installations, Licensee's use and operation of its facilities, or Licensee's ability to comply with the terms and conditions of this Agreement.

1.3 Installation of Poles. Licensee has the right to install its own poles in the municipal right-of-way or at Licensor's discretion, Wireless Installations on a specifically permitted Structure or structure outside of the right-of way for the purpose of affixing its Wireless Installations, subject to the permitting requirements stated herein and in accordance with applicable law and Applicable Code as defined herein.

Licensee shall be permitted to install new poles only where none exist and Licensee can demonstrate it cannot otherwise provide the Services or replace poles owned by third parties or Licensor, with their consent, upon written approval from the Mayor and City Council obtained prior to any such installation, and consistent with the requirements that the Licensor imposes on similar installations made by other wireless providers that use and occupy the municipal right-of-way. Except as provided for explicitly in this paragraph, nothing in this Agreement shall create or vest in Licensee any ownership or property rights in any replacement poles upon which Licensee's Wireless Installations are attached. However, the ownership of any new pole installed in the municipal right-of-way or replacement pole originally owned by a third party will be determined by the agreement in place between Licensee and the third party, as applicable, but in no event will Licensor own the pole. Licensee must inform Licensor if ownership of the pole changes. Licensee or the third-party owner shall pay for the electricity used on said poles and maintenance of the poles, light and Wireless Installation in accordance with the agreement in place between Licensee and the third party. Any Licensor-owned pole in the municipal right-of-way or on a specifically permitted Licensor property outside of the right-of way that is replaced by Licensee will remain the property and responsibility of Licensor.

1.4 Installation of Above Ground or Underground Conduit or Wiring. Nothing in this Agreement shall be construed as authorizing the Licensee to install any underground or above ground conduit or wiring within the municipal right-of-way other than that required to connect the Licensee's Wireless Installation to existing regulated public utility infrastructure within a three foot radius of the base of the equipment attachment structure, or such reasonable distance required to connect to and from a location provided by a regulated public utility which shall be subject to approval by Licensor's City Engineer or his/her designee.

1.5 No Authorization to Provide Other Services. Licensee represents, warrants, and covenants that its Equipment installed pursuant to this Agreement will be utilized solely for providing the Services, and Licensee is not authorized to and shall not use its Equipment to offer or provide any other services not specified herein without Licensor consent. At any time that Licensee ceases to operate as a provider of Services under federal or state law, it shall provide written notice of the same to Licensor within seven (7) days of such cessation, at which time the Licensor shall have the option, in its sole discretion and upon six (6) months' written notice to Licensee, to terminate this Agreement and to require the removal of Licensee's Equipment from the right-of-way, Licensor Structure or Licensor property and from municipal facilities or property, including the cost of any site remediation, at no cost to the Licensor, without any liability to Licensor related directly or indirectly to such termination.

2. GENERAL OBLIGATIONS

2.1 Technical Requirements and Specifications.

(a) At its own expense, Licensee must erect, install, repair and maintain its Wireless Installations and Equipment in safe condition and good repair in accordance with Applicable Code, and other safety codes to include, but not limited to:

(i) The requirements and specifications of the National Electrical Safety Code ("NESC"), the National Electrical Code ("NEC"), and any and all other applicable regulatory codes for safe practices when performing work on or near Structures (collectively, "Safety Codes"); and

(ii) Any current or future laws, regulations, rules or orders of the FCC, the State public utility commission, or any other federal, state or local authority having jurisdiction; and

(iii) Applicable Code as defined herein; and

(iv) Changes to the requirements, specifications, rules and orders in subsections (i), (ii), and (iii) shall not apply retroactively unless required by law, and Licensor shall give at least sixty (60) days' written notice of changes to the Applicable Code to Licensee.

(b) Licensor may, on Technical Grounds, deny all or part of an Application for a Permit to Install a Wireless Facility Installation in a Public Right-of-Way or on Public Property, or limit the number and/or technical characteristics (*e.g.*, weight or size) of any Wireless Installation on any Structure or require relocation, replacement or removal of Wireless Installations. In the event Licensor determines, based upon Technical Grounds, that inadequate space exists on its Structure(s) to accommodate any proposed Wireless Installation, Licensee may elect to have such Structure(s) replaced or upgraded as part of Make-Ready Work, at Licensee's sole expense, with Structure(s) with adequate space and structural capacity to accommodate the proposed Wireless Installation and the other equipment that previously existed on the Structure. In the event of rejection on

Technical Grounds of an Application for Permit, Licensor shall provide a written explanation to Licensee of the basis for the rejection.

2.2 No Liens Permitted. Licensee will not, directly or indirectly, create, incur, assume, or suffer to exist, any lien with respect to any Structure or other Licensor property or facility resulting from any work performed by Licensee or on its behalf pursuant to this Agreement, or any act or claim against it or any of its contractors, agents, or customers and will, at its sole expense, promptly take any action as may be necessary to discharge any such lien within thirty (30) days of first being notified in writing of its existence.

2.3 Worker Qualifications; Responsibility for Agents and Contractors. Each Party shall ensure that its workers and, to the extent that either may employ agents or contractors, their workers are adequately trained and skilled to access Structures in accordance with all applicable industry and governmental standards and regulations. Licensor may deny access to its Structures to any such worker who is not so qualified or does not act in a safe and professional manner when accessing any Structure. In such event, Licensee shall take such reasonable and necessary action to ensure that such worker does not continue to access Licensor's Structures on Licensee's behalf unless such worker is qualified to Licensor's reasonable satisfaction. In no event, however, shall a Party be liable or otherwise responsible for the competence or conduct of the other Party's workers or those of the other Party's agents or contractors.

2.4 Utilities. Licensee shall be solely responsible for arrangement and payment of all electric service charges and tariffs for Licensee's Wireless Installations and Equipment during the term of this Agreement and any extensions thereof. Licensee shall have a separate electric meter for each Wireless Installation or set of Wireless Installations on one Structure.

2.5 Taxes. Licensee shall be responsible for any and all taxes related to the Wireless Installation and Equipment or personal property and for any structures Licensee owns.

2.6 Hazardous Substances. Licensee agrees that Licensee, its contractors, subcontractors, and agents, will not use, generate, store, produce, transport, or dispose of any Hazardous Substance on, under, about or within the area of a right-of-way or municipal facility or property in violation of any law. Except to the extent of the gross negligence or intentional misconduct of Licensor, Licensee will pay, indemnify, defend, and hold Licensor harmless against any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Licensee pursuant to this Agreement. Licensee will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services.

2.7 Licensor Use. Licensor may, during the term of this Agreement, request from Licensee permission, which said permission not being unreasonably withheld, conditioned or delayed, to install and maintain, free of charge, upon any small cell poles

owned by Licensee, any wire and pole fixtures for Licensor unless such a deployment would unreasonably interfere with the then present or future operations of Licensee.

3. APPLICATION FOR PERMIT

3.1 Application for Permit. Before placing any new or additional Wireless Installation onto any Structure, installing a new pole, or replacing a pole owned by a third party or Licensor, or the same related to a Licensor Structure or structure outside of the right-of-way, Licensee shall apply for a permit from Licensor and enter into a Utility Installation Agreement in accordance with Applicable Code. Licensee shall (i) apply for the permit using the Town’s Application for a Permit to Install a Wireless Facility Installation in Public Right-of-Way or on Public Property (“Permit”) attached as Exhibit A hereto and incorporated herein, and (ii) a Utility Installation Agreement attached as Exhibit C and incorporated herein. All Parties agree that Licensor may revise or amend either form from time to time in its reasonable discretion upon thirty (30) days’ written notice to Licensee. Licensor will notify Licensee of the specific deficiencies in any incomplete Permit application as provided in Applicable Code. Licensor will approve or reject each Permit for collocation on an existing Structure or for a new (i.e., non-replacement) Structure, or in the alternative, provide the basis for the denial of such a Permit as provided in Applicable Code. Each application for Permit may request attachments to up to five (5) different Structures or as otherwise provided in Exhibit B. Licensee shall pay an application fee for each application at the time of submission in the amount set forth in Exhibit B, except that no such fee shall be required for a resubmitted application where such application was originally rejected as incomplete.

3.2 Technical Review. Licensor will conduct any necessary technical reviews and advise Licensee of any Make-Ready Work that needs to be performed in connection with the Permit, including replacing the Structure as provided for in Section 2.1(b), and whether Licensor is willing to perform that Make-Ready Work. If Licensor indicates it is willing to perform the Make-Ready Work, Licensee shall have sixty (60) days from the receipt of the Make-Ready Cost Estimate described in Section 4.1(a) to accept the terms. If Licensor does not indicate that it is willing to perform the Make-Ready Work, Licensee may perform the Make-Ready Work itself in accordance with the Applicable Code and Licensor’s policies and shall have sixty (60) days from approval of the Permit to accept the terms.

4. PREPARATION OF LICENSOR’S STRUCTURES FOR ATTACHMENT

4.1 Make-Ready Work and Costs. If Licensor performs the Make-Ready Work, the provisions of Section 4.1(a)-(d), 4.2 and 4.3 shall apply. If Licensee performs the Make-Ready Work, the provisions of Section 4.1(b), (c) and (d) shall apply, but the provisions of Section 4.1(a), 4.2 and 4.3 shall not apply.

(a) Licensee shall bear responsibility for all Make-Ready work. Licensor will provide Licensee with a written estimate (“Make-Ready Cost Estimate”) of the direct costs to prepare the Structure(s) for attachment by Licensee (“Make-Ready Costs”) within

fourteen (14) days of Licensor authorizing the Permit in accordance with Section 3. Licensor will not begin Make-Ready Work until it has received Licensee's signed approval of the Make-Ready Cost Estimate and full payment thereof ("Approved Make-Ready Cost Estimate").

(b) If a Person, including Licensor, would have to rearrange or adjust any of its facilities, in order to accommodate a new Wireless Installation, the Party performing the Make-Ready Work shall coordinate such activity, at Licensee's sole expense; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant with applicable laws. Licensee shall be responsible for directly paying such other Person, including Licensor, for its charges for having to rearrange or adjust any of its facilities, in order to accommodate a new Wireless Installation.

(c) Licensee shall install signage and a disconnect device at all facilities within the right-of-way or on Licensor property on which it installs Equipment pursuant to this Agreement to allow workers and third parties to avoid excess exposure to RF emissions. Except in an Emergency, Licensor's authorized field personnel will contact Licensee at the contact telephone number referenced in Section 15 herein with reasonable advance notice, but in no event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shut-down. Upon receipt of the call, Licensee will power down the Equipment remotely. In an Emergency, Licensor may disconnect such Equipment from its power source using the disconnect device and safely shut it down in the event there is not sufficient time to contact Licensee to request shut down. If the Licensor's authorized field personnel must accomplish the power-down by operation of the disconnect device without advance notice to Licensee, then the authorized field personnel shall notify Licensee as soon as possible thereafter. Once the work has been completed and the worker(s) have departed the exposure area, Licensor's authorized field personnel who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. If power to Licensee's Equipment is shut down remotely, once the work has been completed and the Licensor's authorized field personnel have departed the exposure area, Licensor shall contact Licensee to restore power to the Equipment remotely.

(d) The Wireless Installation shall be conditioned on the completion of all Make-Ready Work needed to establish full compliance with National Electrical Safety Code ("NESC"), and with Licensor's code and regulations, practices and engineering standards. If Licensee is requested by another Person, in comparable circumstances, to relocate or adjust any Wireless Installation to accommodate that Person's facilities, subject to Licensor's written approval of such relocation, the Licensee shall reasonably cooperate with such request and charge that Person no more than Licensor would be permitted to charge for the relocation of its facilities on the applicable Structure under Section 4.1(a) above.

4.2 Completion of Make-Ready Work. Licensor will complete all requested Make-Ready Work described in the Approved Make-Ready Cost Estimate ("Make-Ready

Work”) within ninety (90) days after receiving the Approved Make-Ready Cost Estimate and payment thereof.

4.3 Make-Ready Cost Reconciliation. If the actual and reasonable costs incurred by Licensor in a Make-Ready effort exceed the pre-paid Make-Ready Cost Estimate, Licensee shall pay Licensor the shortfall amount of such costs within sixty (60) days of receipt of the invoice. If such Make-Ready Costs were less than the pre-paid Make-Ready Estimate, Licensor will refund the excess Make-Ready Payment to Licensee within sixty (60) days following completion of the Make-Ready Work. No interest shall accrue on any excess Make-Ready Payment credit balance or be due on any shortfall.

4.4 Notification of Completion of Installation. Within twenty (20) business days of completing the installation of each Wireless Installation, Licensee shall notify Licensor of such completion.

5. OPERATION AND MAINTENANCE; RESERVATION OF RIGHTS

5.1 Reservation of Rights. As permitted by Applicable Code, Licensor reserves the right(s) to operate and maintain its Structures and facilities, to discontinue such maintenance, and to remove its Structures and facilities, in order to fulfill its own service requirements, and its public, employee and worker safety obligations, regardless of whether Licensee has a Wireless Installation on a Structure or facility. Nothing contained in this Agreement shall be construed or interpreted as a waiver of such right(s); and all other provisions of this Agreement shall be subject to such reservation.

5.2. RF Emissions.

(a) Licensee will comply with all Federal Communications Commission (FCC) regulations regarding radio frequency (“RF”) emissions and exposure limitations. Licensee will install signage and other mitigation tools, such as a power cut-off switch on Structures, to allow workers and third parties to avoid excess exposure to RF emissions. Other than in an Emergency, Licensor’s authorized field personnel will contact Licensee’s designated point of contact not less than 24 hours in advance to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an Emergency, Licensor may disconnect such Equipment from its power source and safely shut it down in accordance with Section 4.1(c). Once the work has been completed and the worker(s) have departed the exposure area, the Party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee’s Wireless Installations and agree to limit the frequency of power-downs and restore power as promptly as reasonably possible. Licensee shall submit proposed RF band use and other data to the Licensor for every proposed Wireless Installation with the Application for Permit. Licensor reserves the right to deny use of certain unlicensed RF bands if Licensor determines that Licensee RF emissions will interfere with existing municipal emergency services and public safety radio communications.

(b) Licensor, Licensee and other attachers which emit RF from the Wireless Installations are under an obligation to operate their own existing or future facilities to protect against RF interference to RF signals of Licensor, Licensee, and such other attachers, as applicable, as may emanate or arise. Licensor and Licensee and all other third parties on a structure shall endeavor to correct any interference to other networks created by its RF emissions promptly and in accordance with FCC guidelines for the resolution of radio frequency interference and shall coordinate and cooperate with each other to resolve the same, regardless of whether the interference is from licensed or unlicensed frequencies.

5.3 FCC Antenna Registrations, Federal Aviation Administration (“FAA”) Compliance. Licensee is solely responsible for ensuring compliance with all Applicable Code including all FCC antenna registrations, FAA, or similar requirements with respect to the location of the Licensee’s antennas or other facilities. Without limitation, Licensee acknowledges and agrees that Licensor’s Structures are not “antenna structures” under the FCC’s rules and that, accordingly, Licensor has no obligation of its own in this regard to register them with the FCC, the FAA, or other agency.

5.4 Equipment Modification and Replacements. Subsequent to the original installation of Licensee’s Equipment, Licensee may modify or replace the Equipment upon application to Licensor and approval in writing from Licensor. All Parties further agree that modifications or replacements of Equipment that increase the load on the applicable Structure beyond the Structure’s loading capacity will never be approved, include requests that:

- (a) increase the load on the applicable Structure beyond the Structure’s loading capacity; or
- (b) are located outside the area designated in an approved application of Licensee.

Requests for modifications or replacements of Equipment in an area located outside the area designated in an approved application of Licensee must be processed as a new installation (not a modification).

5.5 Access. Unless otherwise provided by Applicable Code, at all times throughout the Term of this Agreement, and at no additional charge to Licensee, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access (“Access”) to, in and on any Structure used or to be used in the municipal right-of-way or Licensor property pursuant to an approved Permit so that Licensee may install, operate, maintain, repair, replace, remove, or modify its Wireless Installations. For any Wireless Installation permitted outside of the right-of-way, if restrictions to physical access are required for that specific site, then Licensor will include those access restrictions as conditions in the Permit to Install a Wireless Facility Installation in a Public Right-of-Way or on public property issued for that Wireless Installation. Licensee acknowledges that access to the Boardwalk and the Inlet

Parking Lot may be restricted by Licensor beyond any restriction in the Permit due to special events and high pedestrian traffic volume. Unless otherwise provided by Applicable Code, Licensee shall have Access to Structures not owned by Licensor via the municipal right-of-way or Licensor property at no additional charge to Licensee. Licensee acknowledges and agrees to abide by the work time noise restrictions established in Applicable Code, including seasonal work restrictions. If Licensor fails to provide the Access granted by this section, such failure shall be a default under this Agreement, however Licensor shall not be in default if the failure to have access is due to a Force Majeure Event.

Licensee shall not open or disturb the surface of any street, sidewalk, driveway, public way, or public right-of-way for any purpose without obtaining the proper permit to do so. If, in connection with the construction, operation, maintenance, or repair of the Wireless Installation, Equipment and related Structure, Licensee disturbs, alters, or damages any street, sidewalk, driveway, public way or public right-of-way, Licensee agrees that it shall within five (5) days, at its own cost and expense, replace and restore the street, sidewalk, driveway, public way or public right-of-way to a condition reasonably comparable to its condition existing immediately prior to the disturbance. If, however, conditions prohibit the prompt restoration within five (5) days, Licensee may request additional time for restoration from Licensor. Such request shall not be unreasonably withheld, conditioned, or delayed by Licensor so long as it is less than thirty (30) additional days. Licensee shall conduct all restoration in a competent and efficient manner minimizing disruption and inconvenience to others.

5.6 Maintenance. Licensee shall maintain all of its Wireless Installations, Equipment, Structures, wires, conduits, cables, and facilities in good condition, order and repair and in compliance with Applicable Code.

5.7 Adjoining Properties. Licensee shall not place, or cause to be placed, poles or equipment in such a manner as to interfere with the rights of adjoining property owners without securing their written approval in advance, or interfere with any gas, electric or telephone utilities' fixtures or property.

5.8 Vegetation. Licensee may trim trees or other vegetation located in municipal rights-of-way to prevent their branches or leaves from touching or otherwise interfering with the Wireless Installation. Except in emergencies, all trimming or pruning provided for herein shall be done only under the supervision and direction of Licensor. All trimming or pruning shall be at the sole cost of Licensee. Licensee may contract for said trimming or pruning services with any person approved by Licensor prior to the rendering of said services. Any person engaged by Licensee to provide tree trimming or pruning services shall be deemed, for the purpose of this Agreement, to be an agent of Licensee when engaged in said activity. Except in emergencies, the Licensee shall obtain the written permission of the owner of any privately owned tree or other vegetation before it trims or prunes the same. Licensee shall comply with all ordinances and resolutions concerning Licensor property.

6. CHARGES, BILLING AND PAYMENT

6.1 Annual Rent For Wireless Installations on Licensor's Structures. Licensee shall pay Licensor the rental fee ("Annual Rent") per Wireless Installation, on a Structure owned by Licensor as of the Record Date, as set forth in Exhibit B attached hereto and incorporated herein, for each year that this Agreement remains in effect. No Annual Rent will be required for Wireless Installations on Structures installed and owned by Licensee or third parties in the municipal right-of-way.

6.2 Timing of Payment and Calculation of Number of Wireless Installations.

(a) The Rent shall be payable annually on July 1, in advance, for each Wireless Installation, for which a Permit has been issued as of June 30th of the prior fiscal year (the "Record Date"). On or before the date that is 60 days before July 1 of each year, Licensor shall provide Licensee with an invoice for the Rent for all Wireless Installations for such fiscal year. Licensee shall pay such invoice on or before July 1, subject to Section 6.2(b) hereof if there is a disagreement about the number of Wireless Installations. All payments of Rent shall be sent by Licensee to Licensor at the following address (or, on mutual agreement by electronic payment): 301 Baltimore Avenue, Ocean City, Maryland 21842, ATTENTION: FINANCE DEPARTMENT.

(b) If Licensee's records show a different number of Wireless Installations for which an Annual Rent payment is required, Licensee shall so notify Licensor within thirty (30) days of the relevant invoice. Licensor will then, following receipt of Licensee's notification, either accept in writing Licensee's revised count/information or notify Licensee in writing that a dispute exists about such count, in which event the Parties shall comply with the dispute resolutions provisions of the Agreement.

6.3 Surety Bond. Licensee shall furnish a surety bond (the "Surety Bond") as provided for in Exhibit B, in order to guarantee Licensee's payment and performance of sums and liabilities that may become due to Licensor for all Annual Rent and other amounts and liabilities required by or concerning this Agreement, including restoration of any damage to the municipal right-of-way, Licensor structure or Licensor property caused by Licensee.

6.4 Unauthorized Wireless Installations or Structures.

(a) Upon discovery of a Wireless Installation or Structure that has not been approved by Licensor by Permit (an "Unauthorized Wireless Installation"), Licensor shall provide written notice of same to Licensee. Within thirty (30) days of notification of an Unauthorized Wireless Installation, Licensee shall either remove the unauthorized equipment or apply for a Permit. Then Licensor shall approve or deny such Application for a Permit to Install a Wireless Facility in Public Right-of-Way or on Public Property, in accordance with this Agreement. If Licensee fails to respond to the notice, Licensor may invoice Licensee, and Licensee shall pay to Licensor within thirty (30) days from receipt of the date of invoice, a sum equal to the lesser of, (a) the number of years since the last jointly conducted audit, and (b) five (5) times the then current Annual Rent multiplied by the number of Wireless Installations, unless Licensee can produce documentation showing

installation of the attachment occurred on a later date, in which case Licensee shall pay back rent from that point forward.

(b) All Parties agree that more than one Unauthorized Wireless Installation discovered in any year shall constitute grounds for breach.

6.5 Billing and Payment Generally.

(a) Except as otherwise provided herein, all bills and invoices and other requests for payment rendered under this Agreement shall be paid by Licensee within sixty (60) days from the receipt of invoice, and any fees charged beyond the establishment fees in this Agreement shall be accompanied by reasonable substantiation of the costs incurred by Licensor. Interest of one percent (1%) per month (or the highest amount permitted by law, whichever is less) of the total amount due and unpaid will apply to any unpaid amount after ninety (90) days from the receipt of invoice.

(b) Licensee shall notify Licensor within ninety (90) days of the date of invoice of any dispute, with sufficient particularity to identify the amounts in, and grounds for dispute.

(c) All charges payable under this Agreement shall be billed by Licensor within two (2) years from the end of the calendar year in which the charges were incurred. Any charges beyond such period shall not be billed by Licensor and shall not be payable by Licensee.

7. **AUDITS AND INSPECTIONS**

7.1 Audits.

(a) Licensee and Licensor shall cooperate in determining the total number of Wireless Installations on Licensor's Structures and any Licensee Wireless Installation in the Town of Ocean City. This determination shall be based on an on-going inventory of Permits that shall be maintained by Licensor. Licensor has the right to require a jointly conducted physical audit of Wireless Installations no more frequently than once every three (3) years unless Licensee is responsible for a Default under this Agreement, in which case Licensor may audit no more frequently than once a year (until such default is cured). Licensor must provide ninety (90) days' written notice of any audit. The actual and reasonable cost of such audits will be shared equally by Licensor and Licensee. Licensor has the authority to select the auditor, with approval from Licensee, and said approval shall not be unreasonably withheld.

(b) Licensee and Licensor may mutually agree that in lieu of such a jointly conducted physical audit, the number of Wireless Installations in the Town of Ocean City may be determined from existing maps and attachment records, in which case, each Party shall make all relevant maps and records available to the other Party and the number of Wireless Installations shall be cooperatively determined.

7.2 Safety Inspections. Licensor may conduct, at its sole expense, inspections of Wireless Installations on Licensor's Structures and conduct inspections in the vicinity of Wireless Installations. Licensor shall give Licensee sixty (60) days' prior written notice of such inspections, and Licensee shall have the right to be present at and observe any such inspections, at Licensee's sole expense. However, in the event of an Emergency for which Licensor must promptly provide or restore safe and reliable service to a customer, Licensor may conduct such inspections immediately and without prior notice to Licensee. Notwithstanding the foregoing, Licensee shall pay Licensor for its actual and reasonable costs for safety inspections performed for the purpose of determining if a safety violation, of which Licensor has provided written notice to Licensee, has been corrected by Licensee.

8. LICENSOR STRUCTURE REPLACEMENT AND ABANDONMENT AND REMOVAL OF WIRELESS INSTALLATIONS

8.1 Replacement or Abandonment of Structure.

(a) If for any reason Licensor or a third party replaces a Structure to which Wireless Installations are affixed, Licensee will upon thirty (30) days' written notice, remove the Wireless Installation located on the original Structure and transfer it to the replacement Structure (if any). Any cost associated with such relocation shall be paid by Licensee. Licensee shall have the right to operate a temporary cell site, if feasible, in a mutually agreeable location in the vicinity of the Structure during such relocation with no additional fee due to Licensor.

(b) Notwithstanding the foregoing, in the case of an Emergency, Licensor may remove or replace the Wireless Installations or transfer them to replacement Structures (if any), or perform any other work in connection with said Wireless Installations that may reasonably be required to maintain, replace, remove or relocate the Structures. In such a case, Licensee shall reimburse Licensor for the expenses incurred by Licensor. In the event of an Emergency, Licensor shall notify Licensee as soon as practicable, but in no event later than 24 hours or next business day, whichever is longer, after the Emergency.

(c) If Licensor desires to abandon any Structure, it shall give Licensee ninety (90) days' written notice, and within such time, Licensee may remove and relocate, or otherwise dispose of its Wireless Installations, with Licensor's approval and with costs paid by Licensee.

(d) If, upon expiration of any required notice period for removal, Wireless Installation(s) has/have not been removed, Licensor may at Licensee's sole expense, remove and dispose of the Wireless Installation(s), without any liability to Licensee for such removal and disposition unless any claims are due to Licensor's negligence or willful misconduct.

8.2 Relocation and Displacement of Equipment.

(a) This Agreement creates no right for Licensee to receive any relocation assistance or payment for any reason under Applicable Code.

(b) Licensee understands and acknowledges that Licensor may require Licensee to relocate one or more of its Equipment installations on Licensor's or third-party Structures. Licensee shall at Licensor's direction and upon ninety (90) days' prior written notice to Licensee, relocate such Equipment at Licensee's sole cost and expense whenever Licensor reasonably determines that the relocation is needed for any of the following purposes: (i) if required for the construction, modification, completion, repair, relocation, or maintenance of a Licensor or other public agency project; (ii) because the Equipment is interfering with or adversely affecting proper operation of Licensor-owned municipal facilities; or (iii) to protect or preserve the public health or safety, including, but not limited to, the safe or efficient use of rights-of-way or property. In any such case, Licensor shall use reasonable efforts to afford Licensee a reasonably equivalent alternate location. If Licensee shall fail to relocate any Equipment as requested by the Licensor within the prescribed time, Licensor shall be entitled to remove or relocate the Equipment at Licensee's sole cost and expense, without further notice to Licensee. Licensee shall pay to the Licensor actual costs and expenses incurred by the Licensor in performing any removal work and any storage of Licensee's property after removal within thirty (30) days of the date of a written demand for this payment from the Licensor.

(c) In the event Licensee desires to relocate any Equipment from one Structure to another Structure, Licensee shall so advise Licensor. Licensor will use reasonable efforts to accommodate Licensee by making another reasonably equivalent Structure available for use in accordance with and subject to the terms and conditions of this Agreement. Licensor may require Licensee to submit an application for the prospective relocation site. Licensee shall be liable for all costs of relocation, including any costs which Licensor may incur.

8.3 Removal of Wireless Installations by Licensee. Upon notice and in compliance with Applicable Code, Licensee may remove Wireless Installations from Licensor's Structures and shall give Licensor notice of such removal within thirty (30) days after removal. No refund of any rental paid will be due on account of such removal except as provided for in Section 13.3 or if triggered by casualty, fire or other harm affecting any Structure ("Casualty Event"). Licensor will provide notice to Licensee of any Casualty Event as soon as reasonably possible thereafter. Licensee shall also provide Licensor notice of any Casualty Event it becomes aware of as soon as reasonably possible thereafter. In the event of damage by a Casualty Event to a Structure that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event, or which Licensor elects not to repair, or if such Casualty Event is reasonably expected to disrupt Licensee's operations on the Structure for more than forty-five (45) days, then Licensee may, at any time following such casualty or harm; (i) terminate the applicable Permit or affected portion thereof upon fifteen (15) days' written notice to Licensor; (ii) if approved and permitted by Licensor, place a temporary facility, if feasible, at a location equivalent to Licensee's current use of the Structure until such time as the Structure is fully restored to accommodate Licensee's Wireless Installation; or (iii) permit Licensee to submit a new Application for a

Permit to attach a Wireless Facility in a Public Right-of-Way or on Public Property (“Permit”) and a Utility Installation Agreement for an alternate location equivalent to Licensee’s current use of the Structure, and Licensor shall waive the application fee and transfer all remaining rights to the new Structure so long as such relocation was due to a Casualty Event not directly caused by Licensee. Any such notice of termination shall cause the applicable Permit or affected portion thereof to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable Permit. If the Casualty Event causes the Wireless Installation to be unusable for forty-five (45) days, going forward Licensor shall pro rate the Rent due for that Wireless Installation based on the months said Wireless Installation is out of service.

8.4 Licensee Safety or Other Violations. If Licensor discovers any regulatory, safety or other violation of this Agreement with respect to Wireless Installations, it shall notify Licensee and Licensee shall have fourteen (14) days in which to remedy such violations, except that Licensor may require quicker action in Emergency situations.

9. INSURANCE

9.1 General. Licensee shall, at its sole cost and expense, carry and maintain the insurance coverage and limits required by this section during the Term of this Agreement. Licensee agrees to procure the required insurance from an insurance company having and maintaining an A.M. Best rating of at least A-VII, authorized to do business in Maryland and deliver to Licensor a Certificate of Insurance evidencing the types of insurance and policy limits required.

9.2 Required Insurance.

(a) Workers’ Compensation and Employer’s Liability insurance at levels required by statute, but no less than with Employer’s Liability limits of \$500,000 each accident, \$500,000 by disease policy limits, and \$500,000 by disease each employee. To the extent allowed by law, the policy must include a blanket waiver of subrogation in favor of Licensor.

(b) Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, with limits of:

\$ 3,000,000	General Aggregate Limit
\$ 2,000,000	Each Occurrence
\$ 2,000,000	Each Occurrence - Personal Injury and Advertising Injury
\$ 2,000,000	Products/Completed Operations Aggregate Limit

The Commercial General Liability policy must include Licensor, its elected officials, officers and employees as additional insureds by endorsement with respect to this Agreement on a primary and non-contributory basis and a waiver of subrogation in favor of Licensor.

(c) Business Automobile Liability insurance with limits of \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, covering all company owned, leased, and non-owned vehicles.

(d) Umbrella/Excess Liability insurance with limits of \$1,000,000 each occurrence and in the aggregate.

(e) Worker's Compensation Insurance. Licensee shall carry and maintain at all times during this Agreement, statutory Workers' Compensation and Employer's Liability insurance in an amount of One Million Dollars (\$1,000,000) bodily injury by accident, One Million Dollars (\$1,000,000) bodily injury by disease policy limit, and One Million Dollars (\$1,000,000) bodily injury by disease each employee.

9.3 Meeting the Required Coverage. Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Licensee shall provide to Licensor, at least thirty (30) days' advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Licensee will require any subcontractors performing work under this Agreement to maintain coverage and limits at least as broad as those listed above. With respect to the required insurance policies, a "claims-made" policy is prohibited. Notwithstanding the foregoing, Licensee may self-insure the required insurance under the same terms and conditions as outlined above.

10. ALLOCATION OF LIABILITIES

Each Party shall be liable for all damages for such injuries to third Persons or any third Person's property proximately caused by the Party or its officers, officials, directors, contractors, subcontractors, invitees, agents, successors and assigns: i) negligence or willful misconduct committed in connection with this Agreement and the duties, obligations, and activities arising from it; or ii) the Party's material breach of this Agreement. As used in the immediately preceding sentence, reference to injury to property shall be deemed to refer to physical damage to physical property.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE.

11. INDEMNIFICATION

11.1 Licensee Indemnification. Licensee agrees to indemnify, defend, protect, and hold harmless the Licensor, its council members, officers, employees, agents and contractors from and against any and all claims, demands, losses, including pole warranty invalidation, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") to the extent arising from, resulting from, or caused by Licensee's activities undertaken pursuant to this Agreement, including, without limitation, the construction, design, use, or operation of the Wireless Installation and Equipment or provision of the Services, except to the extent arising from or caused by the gross negligence or willful misconduct of the Licensor, its council members, officers, employees, agents, or contractors.

11.2 Waiver of Subrogation. Licensee hereby waives and releases any and all rights of action for negligence against Licensor which may hereafter arise on account of damage to a Wireless Installation or Equipment, municipal facilities, or to the right-of-way, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Licensee. This waiver and release shall apply between the Parties and shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by Licensee concerning the municipal facilities, Wireless Installation, Equipment, or the right-of-way shall waive the insurer's right of subrogation against the Licensor.

11.3 Licensor Indemnification. To the extent permitted by law, Licensor shall indemnify, hold harmless and, at Licensee's sole option, defend Licensee, its principals, parents, affiliates, officials, officers, directors, contractors, subcontractors, suppliers, licensees, invitees, agents, attorneys, employees, successors and assigns (together "Licensee Indemnitees") from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensee Indemnitees may incur, for breach of the terms of this Agreement by Licensor, or by reason of intentional wrongdoing by Licensor, including without limitation acts or omissions by its agents, contractors, or subcontractors, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensee.

11.4 Waivers. Licensee waives any and all claims, demands, causes of action, and rights it may assert against Licensor on account of any loss, damage, or injury to any Wireless Installation or any loss or degradation of the service Licensee provides as a result of any event or occurrence which is beyond the reasonable control of the Licensor.

12. TERM

12.1 This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for a term of ten (10) years, and will

automatically renew for two (2) successive five (5) year terms, unless Licensee or Licensor provides the other Party written notice of termination at least ninety (90) days prior to the end of the then-current term. Upon termination of this Agreement, for any reason, Licensee shall remove Wireless Installations and Equipment from all Licensor's Structures within one hundred and twenty (120) days and restore the area affected to its condition at the commencement of this Agreement. If removal is not commenced in one hundred twenty (120) days, Licensee shall post a payment bond in the amount of \$500,000 to address Licensor's costs of removing the Wireless Installation and Equipment. If not so removed within one hundred and twenty (120) days following such termination, Licensor shall have the right to remove such Wireless Installations and Equipment, and to dispose of same at Licensee's sole expense and without any liability to Licensee for such removal and disposition, unless any claims are due to Licensor's negligence or willful misconduct.

13. DEFAULT AND TERMINATION

13.1 Default. If either Party fails to perform or observe any material term or condition of this Agreement, then such Party will be in default of the Agreement ("Default"). In the event that a Default by its nature can be cured, a defaulting Party shall have the right to cure its Default(s) within sixty (60) days after receiving written notice from the other Party of the Default(s). No such failure, however, will be deemed to exist if a Party has commenced to cure such Default within such period and provided that such efforts are pursued to completion with reasonable diligence.

13.2 Licensee's Default and Licensor's Remedies. If Licensee does not cure its Default within the allotted time period, Licensor may, at its reasonable discretion, take any of the following actions:

- (a) suspend Licensee's access to Licensor's Structure to which the Default pertains;
- (b) terminate the specific Permit(s) or affected portion thereof granted to Licensee covering the Structure(s) to which such Default is applicable;
- (c) require the obligation to be fulfilled;
- (d) remove, relocate, or rearrange Wireless Installations and Equipment to which such Default relates (all at Licensee's sole expense);
- (e) decline to Permit additional Wireless Installations under this Agreement if a Default pertains to five (5) or more Permits, until all such Defaults are cured;
- (f) exercise its rights with respect to the Surety Bond;
- (g) terminate this Agreement if the Default pertains to ten (10) or more Permits;
- (h) seek through judicial action any and all available legal and equitable remedies; and/or
- (i) take other action that Licensor may rightfully take under applicable law and/or the terms of this Agreement.

13.3 Licensor's Default and Licensee's Remedies.

(a) If Licensor does not cure its Default within the allotted time period, Licensee may, at its reasonable discretion, elect to pursue any rights or remedies available to Licensee at law or in equity.

(b) If Licensor Defaults and Licensee elects to terminate the Agreement, Licensor shall refund any portion of advanced, prepaid Rent actually paid by Licensee pro-rated for any period of the Term remaining following the effective date of the termination of this Agreement. Licensor shall make such refund within sixty (60) days of the effective date of such termination.

13.4 Effective Date of Termination. Any termination under Sections 13.2(b), 13.2(g) or 13.3(a) shall be effective upon written notice from the terminating Party to the other Party. Such notice will identify the effective date of the termination, which effective date may be as early as the effective date of the notice under Section 16.1.

13.5 Cumulative Remedies. The remedies provided by this Section 13 are cumulative and in addition to any other remedies available under this Agreement or otherwise.

14. DISPUTE RESOLUTION PROCEDURES

As a condition precedent to the initiation of any litigation, and except for any uncured default pertaining to alleged interference caused by Licensor or Licensee, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through non-binding mediation. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. If the matter has not been resolved within thirty (30) days of receipt of the disputing Party's notice (except for alleged interference caused by Licensor or Licensee), either Party may initiate non-binding mediation. Such mediation shall take place at a mutually agreeable location and shall be facilitated by a qualified and mutually agreed upon mediator. In the event that such dispute is not resolved through mediation, either Party may initiate litigation. In case of a failure of either Party to follow the foregoing, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder and shall be entitled to recover its attorney's fees incurred in connection with such proceeding(s).

15. MISCELLANEOUS PROVISIONS

15.1 Notices. All notices shall be in writing and will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered, and addressed as follows:

To Licensor:

Mr. Terence J. McGean
 City Manager
 Town of Ocean City
 301 Baltimore Ave.
 Ocean City, MD 21842

with a copy sent to:

Office of the City Engineer
 Town of Ocean City
 301 Baltimore Ave.
 Ocean City, MD 21842

To Licensee (including bills):

New Cingular Wireless PCS, LLC
 Attn: Tower Asset Group – Lease Administration
 1025 Lenox Park Blvd NE, 3rd Floor
 Atlanta, GA 30319
 Re: Wireless Installation on Public Structures
 Ocean City, MD
 Fixed Asset #

with a copy sent to (excluding bills):

New Cingular Wireless PCS, LLC
 Attn: Legal Department, Network Operations
 Re: Wireless Installation on Public Structures
 Ocean City, MD
 Fixed Asset #
 208 S. Akard Street
 Dallas, TX 75202-4206

Contact Number for day-to-day operations:

Licensor: 410-289-8845
Licensee: 1-800-638-2822

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

Licensee shall maintain a toll-free number (1-800-638-2822) that is available to staff employees of any Licensor department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation or maintenance of the Wireless Installation and/or related Structures.

15.2 Force Majeure. Deadlines for completing work and providing notice under this Agreement shall be suspended for a reasonable period upon the occurrence of any act of God, strike, civil riot, fire, flood, material or labor shortage, restriction by governmental authority, and any other cause not within the reasonable control of the Party whose performance is required under the Agreement (“Force Majeure Event”).

15.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. All Parties agree that it is not unreasonable to withhold consent if one Party does not believe that assignee has the legal, technical or financial capability to meet the obligations outlined in this Agreement. Notwithstanding the foregoing, either Party may assign its rights and obligations to an affiliate, or in connection with the sale or other transfer of substantially all of Licensee’s assets in the FCC market where the Structures are located without consent upon thirty (30) days’ written notice. Affiliate, for purposes of this provision, is any entity that controls, is controlled by, or is under common control with a Party. Upon thirty (30) days’ written notice to Licensor, Licensee may assign this Agreement, in whole or in part, to any third party acquiring an ownership or management interest in a Structure installed by Licensee.

15.4 Applicable Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles, and, where applicable, federal law. Any dispute that is not resolved pursuant to Section 14 that results in litigation shall be filed in the Circuit Court for Worcester County, Maryland or in the applicable federal court.

15.5 Change of Law. In the event that any legislative, regulatory, judicial, or other action (“New Law”) affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Installation on public infrastructure or in the municipal right-of-way, that differ in any material respect from the terms of this Agreement, then either Party may, upon thirty (30) days’ written notice, request that the terms of this Agreement be renegotiated to conform to the New Law on a going forward basis for all existing and new Wireless Installations, unless the New Law requires retroactive application. In the event that the Parties are unable to agree upon such new terms within ninety (90) days after such notice, then any rates contained in the New Law shall apply from the ninetieth (90th) day forward (except as to the Annual Rent for any Wireless Installations in place as of the time the New Law became effective) until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the preceding sentence, all terms in the existing Agreement shall remain in effect while the Parties are negotiating.

15.6 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

15.7 Execution in Counterparts. This Agreement may be executed in several counterparts, including by counterpart facsimiles or emails, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

15.8 Waiver. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision.

15.9 Severability. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

15.10 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

15.11 Waiver of Jury Trial. Each Party waives its right to a trial by jury on disputes arising from this Agreement.

15.12 Representations and Warranties. Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Parties' respective obligations hereunder.

15.13 Nonexclusive Use. Licensee understands that this Agreement does not provide Licensee with exclusive use of any municipal right-of-way or any Structure, and that the Licensor shall have the right to permit other providers of communications services to install equipment or devices in the municipal right-of-way or on Licensor Structures, provided that the subsequent attachments do not interfere with Licensee's existing Wireless Installation and Equipment.

15.14 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

IN WITNESS WHEREOF, and in order to bind themselves to the terms and conditions of this Agreement, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

Mayor and City Council of Ocean City

BY: _____

Name:

Title:

Date:

NEW CINGULAR WIRELESS PCS, LLC, a Delaware Limited Liability Company

BY: AT&T Mobility Corporation, Its Manager

Name:

Title:

Date

EXHIBIT A:

**APPLICATION FOR A PERMIT TO INSTALL A WIRELESS
FACILITY IN PUBLIC RIGHT-OF-WAY OR ON PUBLIC
PROPERTY**



**TOWN OF OCEAN CITY
APPLICATION FOR A PERMIT TO INSTALL A WIRELESS FACILITY IN
PUBLIC RIGHT-OF-WAY OR ON PUBLIC PROPERTY**

INSTRUCTIONS:

Persons or companies applying for a permit under the Town of Ocean City Maryland Code (the “Code”) for the installation and operation of wireless installations and equipment in the public rights-of-way or on public property must complete this application form and submit it with all necessary information and documentation. If the applicant plans to encroach in the rights-of-way, this application should include a UTILITY INSTALLATION AGREEMENT for said encroachment.

For additional information regarding application requirements and all other requirements, please review the Code Chapter 94, entitled Utilities, at www.oceancitymd.gov and the Resolution Establishing Utility Installation Requirements for Distributed Antennas and Small Cell Wireless Facilities (RESOLUTION NO. 2021 – ___). For questions, contact the Office of the City Engineer at (410) 289-8845. If your response to a question includes attachments, label the attachments as exhibits that reference the Part and Question numbers. For example, for information requested in Part A, Question 5(a), label the documents “Exhibit A(5)(a)”.

PART A: BASIC INFORMATION (ALL APPLICANTS)

1. Contact Information

a) The applicant shall submit and maintain current at all times, basic contact information set forth below. The applicant shall notify the Town of Ocean City Maryland (“Town”) of any changes to the information submitted within fifteen (15) calendar days following any such change. This information shall include the following:

- i) The identity, including name, company, address, email, and telephone number of the applicant: _____

 _____;

- ii) The identity, including name, address, email, and telephone number of the owner of the proposed wireless facility including official identification numbers and FCC certifications and, if different from the owner, the identity of the person or entity responsible for operating the proposed wireless installation:

- iii) If the owner of the structure on which the proposed wireless facility would be installed is different from (ii) above, the identity, including name, address, email, and telephone number of the owner of the structure:

- iv) Name, address, email, and telephone number of a local contact person for emergencies: _____

2. Purpose of Wireless installation

Is the proposed wireless facility to be used for the provision of “personal wireless services” as defined by 47 U.S.C. Section 332(c)(7)(C)(i) on a sole or comingled basis?

- No. Specify the type(s) of wireless communications services to be provided using the proposed facility: _____
- Yes. Specify the type(s) of personal wireless services: _____

3. Type of Application

Please check the applicable box(es) and provide the information required below as an attachment to this Application, along with a written explanation identifying the facts relied upon to support the claimed treatment.

- Eligible Facilities Requests. Applicant asserts that the application qualifies as an “eligible facilities request” (EFR) (as defined in 47 CFR § 1.6100(b)(3), or any successor provision). Applicant shall submit the information required in the Application Requirements Part C below. ***The applicable FCC shot clock is sixty (60) days.***
- Collocation – Small Cell Facility (Existing Structure). Applicant asserts that the application is being submitted for approval of a Collocation of a Small Wireless

Installation, that is, the proposed facility meets both the definition of “small wireless installation” and is a “collocation” (both as defined by 47 C.F.R. § 1.6002).

Replacements of existing structures are not “collocations”. Applicant shall submit the information required in Part B and the Application Requirements Part C below.

The applicable FCC shot clock is ninety (90) days (sixty (60) days if application is submitted when FCC 18-133 is in effect).

- Small Cell Wireless Facility (New Structure). Applicant asserts that the application is being submitted for approval to deploy a Small Wireless Facility (as defined by 47 C.F.R. § 1.6002(l)) involving placement of a new structure. Replacements of existing structures are considered new structures. Applicant shall submit the information required in Part B and the Application Requirements Part C, Section 3 below. ***The applicable FCC shot clock is ninety (90) days.***
- Other Wireless Facility Expressly Permitted by State or Federal Law to be in the ROW. Applicant asserts that the application is being submitted for approval of a type of wireless facility that applicable state or federal laws expressly permit to be in the Town’s public rights-of-way. If you checked this box, please attach an explanation of the basis for your assertion, including citations to supporting law, and state what FCC shot clock you assert applies to this application, if any. Submit the information required in the Application Requirements Part C below. Also, complete Part B if you answered yes to Part A, Question 2.
- Small Cell Wireless Facility on Public Property outside of the ROW. Applicant asserts that the application is being submitted for approval of a type of wireless facility to be within the Town’s jurisdictional boundaries and located on public property with an existing lease or license permitting such an installation. State what FCC shot clock you assert applies to this application, if any. Submit the information required in the Application Requirements Part C below. Also, complete Part B if you answered yes to Part A, Question 2.

4. Application Fees

Applicant shall pay all applicable fees in the amounts established by the current fee schedule. In the event applicant has pre-paid all or a portion of applicable fees, please include a copy of the receipt from that transaction.

5. Franchises, Authorizations and Licenses

To have a complete application, the applicant must have: (a) authorization to use the public rights-of-way or other public property; (b) licenses to provide proposed services; and (c) authorization to use the proposed structure.

- a) Does applicant have an existing franchise or other authorization to place wireless facilities in the public rights-of-way or other public property?

No.

If no, the application will be considered incomplete.

Yes.

If yes, explain source of applicant's right to use the public rights-of-way or public property and submit related documentation upon request.

b) Has applicant obtained all applicable licenses or other authorizations to provide the services proposed in connection with the application, whether required by the Federal Communications Commission, Maryland Public Service Commission, or any other agency with authority over the proposed services?

No.

Yes.

If yes, submit related documentation such as FCC licenses or authorizations, a certificate of public convenience and necessity, or a wireless identification registration (WIR) from the Maryland Public Service Commission.

c) Is proposed wireless installation to be attached to a structure owned or controlled by a third party (not the owner of the proposed wireless installation)?

No.

Yes.

If yes, identify the owner as one of the following:

The Town.

Other: _____(insert name).

If you selected Other, provide a copy of the authorization or license to use the structure.

If you selected the Town, select one of the following:

I have a license or other agreement with the Town for use of the facility. [If you check this box, provide the document.]

I have no license or other agreement, but I am applying/have applied for one. [If you check this box, the application must be provided, along with payment or proof of payment of required fees.]

PART B: PERSONAL WIRELESS SERVICES FACILITIES (RESPOND IF APPLICABLE)

I. Network Plan. Is the proposed facility part of a planned network?

No

Yes

a. If so, how many additional facilities do you expect to file for?

b. In what locations?

II. Multi-Carrier Deployment/Collocation.

- a. How many wireless service providers have committed to use the proposed facility?
- b. Without further changes to the dimensions of the facility or to its heat exhaust or noise levels, how many additional providers can the facility accommodate for:
 - i. 4G _____?
 - ii. 5G _____?
- c. What changes would be required to accommodate all wireless service providers (using licensed spectrum)? If not known, please explain.
- d. Was this location selected to satisfy anticipated service requirements for multiple providers? Or for the provider who has agreed to use the facility?
- e. If known, would this location satisfy the anticipated service requirements for multiple providers?

III. Is the proposed wireless communications facility part of a distributed antenna system ("DAS")?

- Yes.
 No.

IV. , Identify and obtain any and all additional permits, approvals, or agreements ("Ancillary Permissions") that will be required for any work within the boundaries of the Town in order to deploy the wireless facilities proposed which you contend must be issued (absent agreement or exceptional circumstances) no later than by the same time the Town must take action on the wireless application. It is your responsibility to review Code and policies and other state or FCC regulations applicable to the deployment of the wireless installation within the Town, and identify every Ancillary Permission that will be sought in conjunction with that deployment. The failure to conduct the investigation and to accurately identify all Ancillary Permissions may be grounds for denying the application or for declaring it incomplete. For example, if the wireless installation would be placed on a structure where historical review would be required at the state, federal or local level, the applications required for that review must be identified.

"I agree that, except for those applications identified and submitted in response to Question 5 (below) separately for any and all required Ancillary Permissions; any deadlines for action on any Ancillary Permissions will run from the date of those applications, and not from the date of this application; and that no work may be undertaken should this wireless application be granted, or granted subject to conditions, until and unless the same are obtained."

Please demonstrate your acknowledgement by signing: _____

- V. Please provide an attachment that identifies the Ancillary Permission you seek now, and with respect to that Ancillary Permission, include the following completed checklist:
- I have the required approval or permit. [If you check this box, attached the required approval permit.]
 - I have not yet received the required approval or permit, but I am applying or have applied for one. [If you check this box, the application must be provided, and all fees or proof of fee payment provided.]

PART C: DETAILED APPLICATION REQUIREMENTS

1. The application must provide the following information:

a) Location and Zoning Information

- i) Location of the project site, including the nearest registered address, the names of the two nearest cross streets, GPS coordinates, and the present zone designation of the project site.
- ii) If the facility is proposed to be attached to an existing pole, provide the pole number.
- iii) Applicant shall include signed documentation indicating that applicant is the owner or is authorized by the owner of the structure and/or property to install and operate the proposed facility.

b) Description of the Proposed Project

- i) A description of the proposed facility(ies), including whether the project is a collocated facility or the replacement, removal, or modification of an existing facility.
- ii) A detailed explanation as to why applicant asserts that the facility constitutes an eligible facilities request, including reference to and analysis of applicable FCC rules as they pertain to the proposed facility.
- iii) A list of all facilities and equipment proposed to be installed and the dimensions, weight, and manufacturer's specifications for each.
- iv) A description of the concealment elements, if any, associated with the facilities as they will be modified, including but not limited to painting and shielding, as modified. The showing should be sufficient to demonstrate that the modifications will not defeat any existing concealment elements. If there will be no concealment elements, so state.
- v) A description of any ground disturbance necessary to complete the proposed project.
- vi) A description of the site and any deployment outside the site necessary to complete the proposed project.

- vii) A description of all changes made to the facility from the date of the original installation (whether or not approved) and the description of the changes in height from February 22, 2012.
- viii) A description of all changes to be made to the existing base station and/or tower, including, among other things, identifying precisely what changes will be made to the supporting structure.

c) Site Plan

- i) One (1) electronic copy of a facility site plan at a scale of 1"=20' or larger and including the following:
 - (1) A north-pointing arrow on each plan sheet;
 - (2) Title block with applicant's name, owner's name, and contact information;
 - (3) Depiction of the fully-constructed proposed facility;
 - (4) Location of lot lines, streets (with street names), easements, and all structures and improvements, including accessory equipment, underground utilities and support structures, existing and proposed;
 - (5) Existing and proposed elevations of all facilities, equipment, support structures, appurtenances, and other related structures;
 - (6) Slopes, contours, trees and other pertinent physical features of the site, existing and proposed;
 - (7) All exterior lighting on the site, existing and proposed;
 - (8) Location use and approximate distance from property lines of the nearest structures on all properties abutting the site.

d) Site Photograph(s)

- i) Current color photographs of the site and its surroundings.

e) Visual Impact Analysis

- i) A visual impact analysis, which shall include photomontage, photo simulation or similar technique, demonstrating the potential visual impacts of the proposed facility. Consideration shall be given to views from public areas as well as from private property.

f) Noise

- i) Demonstrate compliance with the Town's noise ordinance, Chapter 30, Article V of the Code, by providing, among other relevant information, a description of the facilities and/or equipment within the applicant's project that are expected to induce or generate noise, as well as anticipated noise levels of said facilities and/or equipment. For facilities that generate noise, please provide testing data for noise assuming maximum facility

utilization and operational utilization (worst case) 10 feet from the source. Specify times and conditions during which noise generation will occur.

g) FCC Radio Frequency Standards

- i) A report signed by a Maryland licensed professional engineer with expertise in radio communications facilities and the calculation of radio frequency emissions that affirms, under penalty of perjury, that the proposed installation will be compliant with the FCC's standards. The report must also contain the following:
- (1) A description of each of the proposed antennas and all related fixtures, structures, appurtenances and apparatus, including the height above grade, volume in total cubic feet, materials, lighting, and the directionality of each antenna (e.g., omni, directional, etc.);
 - (2) The frequency, modulation and class of service;
 - (3) A clear identification of areas, both vertically and horizontally, where exposure levels will exceed FCC standards for general public and occupational exposures. Please note that applicant's analysis must show that it has appropriately taken cumulative exposures into account, and should show exposures based on "worst case" scenarios;
 - (4) A certification that the facility will comply with all applicable standards for radio frequency emissions, including cumulative effects, and a description of the manner in which the radio frequency emissions for the facility were calculated, and the results of those calculations. Individual and cumulative emissions should be evaluated; and
 - (5) If the certification of the facility as currently installed, or as proposed to be modified, is subject to conditions designed to limit general public or occupational exposure, identify those conditions, and demonstrate that they have been satisfied, or describe when they will be satisfied.

h) Structural Analysis

- i) A report signed by a Maryland licensed professional engineer qualified in structural engineering, containing the following:
- (1) In the case of a wireless installation attached to existing infrastructure, documentation of the ability of the structure to support the antennas, the proposed method of affixing the antennas and the precise point at which the antennas shall be mounted;
 - (2) In the case of a facility with a support structure (e.g., monopole), documentation that the structure is capable of supporting the antennas (and any other equipment to be attached to or supported by the support structure), and complies with applicable laws and

codes, as well as the structure's capacity for additional collocated antennas, and the precise point at which the antennas shall be mounted; and

- (3) A certification that the structure(s) on which the wireless installation (including all accessory equipment, such as radios, cabinets, etc.) will be placed can safely support the wireless installation; and that all elements of the wireless installation comply with applicable safety standards, including, without limitation, GO 95, 165, and 166.

In addition to the above, any request for an EFR shall also include:

a) Prior Approvals/Permits

- i) A copy of all approvals and/or permits for the tower or base station that is to be modified, and any subsequent modification permits, and any required conditions (imposed by the Town and/or third party) placed on the initial or subsequent permits.
- ii) A showing that the facility, as modified, will be in compliance with existing conditions of the underlying approval(s)/permit(s), whether or not it is in compliance with conditions as of the date of application. There must be a plan submitted for correction of any non-compliance condition.

b) Description of Requested Modification

- i) Will the modification increase the volume of equipment currently installed?
 Yes No
 If yes: Existing Volume: _____ Proposed Volume: _____
- ii) Will the modification increase the height of installation?
 Yes No
 If Yes: Existing Height: _____ Proposed Height: _____
 Height increases greater than 10% require the approval of the Mayor and City Council
- iii) Are any of the locations in an R-1 or MH Land Use zone?
 Yes No
 If Yes, which locations: _____
 If Yes, modifications that increase the equipment volume or height of the pole will require the approval of the Mayor and City Council.
- iv) Will the modification require replacement of the existing mounting pole and/or foundation due to either increased weight or increased Effective Projected Area (EPA) of the new equipment?
 Yes No

If Yes renderings must be submitted to the Mayor and City Council for review and approval.

PART D: CERTIFICATION (ALL APPLICANTS)

I (we) hereby certify under penalty of perjury that: (1) after diligent investigation, the information provided pursuant to this Application Form is true, accurate, and complete to the best of my (our) knowledge and belief; and (2) upon completion of the work proposed, the permitted wireless facility will comply with all applicable laws, regulations, practices or other requirements under federal, state, or local law, including, but not limited to, building and electrical codes, the FCC's radio frequency emissions standards, and the requirements of the Americans With Disabilities Act.

Applicant's Signature

Date

Applicant's Printed Name

[end of document]

EXHIBIT B:

FEES AND BOND – OCEAN CITY

Section 1: Licensee Application and Review Fee for Existing Structures

\$500 for each Application that may include up to 5 installations and \$100 for each individual installation above 5.

Licensor reserves the right to increase fee upon showing that its costs are greater than the Application and Review Fee.

Section 2: Licensee Application and Review Fee for New (i.e., Non-replacement) Structures

\$1,000.

Licensor reserves the right to increase fees based upon cost studies conducted by Licensor, which have been reviewed, adopted and approved by Licensor's governing body and are not subject to further appeals or subject to a complaint before a competent regulatory agency or court. Any cost study shall be at Licensor's sole cost and conducted to determine a reasonable approximation of the objectively reasonable and non-discriminatory costs incurred by Licensor and specifically related to and caused by the application and plan review for deployment of Equipment on Licensor's Structures. Such studies, and any adjustments pursuant thereto, shall be subject to the limitations of applicable laws. Copies of each such study shall be provided to Licensee for review so that Licensee may, without being obligated to do so, provide Licensor with comments regarding the costs detailed by the study and any proposed adjustment to Licensor's fees. After Licensor's cost study is final, the Application and Review Fee payable under the Agreement will adjust to Licensor's cost starting with payments that are due on and after the date Licensor's cost study is final.

Section 3: Licensee Annual Rent

Licensee acknowledges that the FCC has adopted a Declaratory Ruling (FCC 18-133) that relates to the rent which went into effect on January 14, 2019. During any period in which the FCC Declaratory Ruling (FCC 18-133) is in effect and during any period in which the Alternate Rent provision below is not applicable, the Licensee shall pay Annual Rent as described in this paragraph. Licensee shall pay to the Licensor the base amount of Three Hundred Forty-Four Dollars (\$344.00) per calendar year for each Wireless Installation on a Licensor Structure in the municipal right-of-way and others on Licensor Structures outside of the right-of-way. The base amount for all Wireless Installations shall be subject to an annual adjustment of three percent (3%) applied on each anniversary of the Effective Date plus any expenses incurred by Licensor over and above the Annual Rent.

In the event future approved locations are added to this Agreement, at the time those approved locations are added the Parties may agree in writing to a different annual

rental amount for those approved locations, based on applicable law and market conditions at that time.

Rent for the first calendar year for each location shall be pro-rated based on the number of days covered from the Effective Date of the Permit to the next anniversary of the Effective Date of this Agreement. There shall be no refunds of Annual Rent paid due to the termination or expiration of the License for any reason.

If the property that is subject to this Agreement are not the types of deployments covered by FCC 18-133, Licensee shall pay Licensor the base amount of One Thousand Dollars (\$1,000.00) per calendar year for each Wireless Installation. The base amount for all Wireless Installation shall be subject to an annual adjustment of four percent (4%) applied on each anniversary of the Effective Date plus any expenses incurred by Licensor over and above the Annual Rent.

Alternate Rent.

In the event relevant provisions of the FCC Declaratory Ruling cease to be effective, the Licensee shall automatically and immediately be obligated to pay Alternate Rent as described in this paragraph.

For each location covered by this Agreement, Licensee shall pay to the Licensor alternate rent in the base amount of One Thousand Dollars (\$1,000.00) per calendar year, for each Wireless Installation, which amount shall be subject to an annual adjustment of four percent (4%) applied on each anniversary of the Effective Date. ("Alternate Rent").

Licensor agrees that irrespective of whether the relevant provisions of the FCC Declaratory Ruling (FCC 18-133) cease to be effective, no Alternate Rent shall be due for any periods during which the relevant provisions of the FCC Declaratory Ruling were in effect. However, if Licensee has paid Annual Rent pursuant to the FCC Rate for a calendar year, and the relevant provisions of the FCC Declaratory Ruling subsequently cease to be effective during the same calendar year, the Licensee shall pay the difference between the Annual Rent and the Alternate Rent for the period from the date the relevant provisions of the FCC Declaratory Ruling ceased to be effective, until the next anniversary of Effective Date of the Agreement ("Rent Adjustment"). Such Rent Adjustment shall be paid to Licensor along with the next License Fee payment.

Receipt of any Annual Rent or Alternate Rent by the Licensor, with knowledge of any breach of this License by Licensee, or of any default on the part of Licensee in the observance or performance of any of the conditions or covenants of this License, shall not be deemed a waiver of any provision of this License.

Section 4: Surety Bond

In order to secure the performance of its obligations under this Agreement, Licensee will provide the following security instrument to the Licensor:

4.1 Surety Bond. Prior to the commencement of any work under this Agreement and pursuant to Section 6.3, Licensee must provide a surety bond running to the Licensor in the sum of One Hundred Thousand Dollars (\$100,000.00).

(a) The surety bond is conditioned upon the faithful performance by Licensee of all the terms and conditions of this Agreement and upon the further condition that, if Licensee fails to comply with any terms or conditions governing this Agreement, there shall be recoverable jointly and severally from the principal and surety of the bond any damage or loss suffered by the Licensor as a result, including, without limitation, the full amount of any compensation, indemnification, or costs of removal or abandonment of Licensee's property, plus costs and reasonable attorneys' fees up to the full amount of the surety bond. Licensee shall keep the surety bond in place during the term of this Agreement.

4.2 Assessment of the Bond. The surety bond may be assessed by the Licensor for any failure by Licensee to pay Licensor an amount owed under this Agreement, including, but not limited to:

(a) Reimbursement of costs borne by the Licensor to correct violations of the Agreement not corrected by Licensee, after Licensor provides notice and a reasonable opportunity to cure such violations. This shall include, without limitation, removal of Equipment.

(b) Providing monetary remedies or satisfying damages assessed against Licensee due to a material breach of this Agreement.

4.3 Restoration of the Bond. Licensee must deposit a sum of money or a replacement instrument sufficient to restore the surety bond to its original amount within thirty (30) days after written notice from the Licensor that any amount has been recovered from the surety bond. Failure to restore the bond to its full amount within thirty (30) days will constitute a material breach of this Agreement. Licensee will be relieved of the foregoing requirement to replenish the bond during the pendency of an appeal from the Licensor's decision to draw on the surety bond.

4.4 Expiration or Cancellation. The surety bond is subject to the approval of the Licensor and must contain the following endorsement:
"This bond may not be canceled until sixty (60) days after receipt by the Licensor, by registered mail, return receipt requested, of a written notice of intent to cancel or not to renew."

4.5 Reservation of Licensor Rights. The rights reserved by Licensor with respect to the surety bond are in addition to all other rights and remedies Licensor may have under this Agreement or any other Law.

4.6 Surety Insurer. Bonds shall be provided by a corporate bonding company licensed to transact such business in the State of Maryland and named on the current list of "Surety Companies Acceptable on Federal Bonds."

4.7 Cash Deposit. In lieu of obtaining a surety bond, Licensee shall have the right to instead deposit a cash deposit with Licensor securing Licensee's obligations under this Agreement.

EXHIBIT C:
UTILITY INSTALLATION AGREEMENT



UTILITY INSTALLATION AGREEMENT

This Utility Installation Agreement (“Agreement”), is entered into this _____ day of _____, 20____, by and between the Mayor and City Council of Ocean City, Maryland (the “Town”), and _____ (“Utility Owner”).

Recitals

WHEREAS, the Code of the Town of Ocean City, Chapter 94 – Utilities, Article IV. – Utility Installation, Sec. 94-82. – Application and Agreement states that, “Any person or company proposing to install utility lines, Utility Installations or Communications Equipment, within a public street, other public rights-of-way, public easement or on any public property or structure must first apply for a permit and enter into a Utility Installation Agreement (“Agreement”) on forms developed by the Department of Public Works. Any person or company proposing such an installation shall be either an electric company, gas company, or telephone company as defined in the Annotated Code of Maryland, Public Utilities Article §1-101 and authorized by the Maryland Public Service Commission to operate in the State of Maryland, the owner of a cable television franchise granted by the Mayor and City Council of Ocean City, or an entity that is authorized to do business in the State of Maryland and authorized by the Mayor and City Council of Ocean City to install Communications Equipment within the Town’s rights-of-way or easements. Only utility companies that are Facility Owner-Members of Miss Utility of Delmarva will be approved to install underground equipment.”

WHEREAS, Utility Owner desires to install _____ in the public street, public right-of-way or public easement of the Town, and desires to enter into this Utility Installation Agreement; and

WHEREAS, the Town has accepted Utility Owner’s application to install _____, and desires to enter into this Utility Installation Agreement.

Agreement

NOW, THEREFORE, in consideration of their mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Utility Owner hereby agrees as follows:

- A. To comply with all requirements of the Code of the Town of Ocean City, Chapter 94 – Utilities, Article IV. – Utility Installation
- B. To comply with the following TECHNICAL REQUIREMENTS:

Per Town Code Sec. 94-84– “The Department of Public Works shall provide details for technical and construction requirements, with which each Utility Owner and its contractor must

be in compliance. Additionally, Communications Equipment for the provision of personal wireless service shall comply with the “Distributed Antenna System (“DAS”) and Small Wireless Facility Requirements” approved by the Mayor and City Council of Ocean City on February 7, 2022 and as amended from time to time.”

1. Existing Conditions: Utility Owner will make a good faith effort to include all existing conditions on the plans as described in this paragraph. Existing conditions shall include:
 - a. Public and Private utilities (provide diameter and invert of utilities if readily available);
 - b. Rights-of-Way, easements, and property line information;
 - c. Existing surface features (trees, sidewalks, curbs, catch basins, manholes, signs, driveways, utility poles, etc.); and
 - d. Drawings will include source references for how utilities and property information were located on the Plans.
2. Proposed Plans: Proposed plans shall include:
 - a. Installation Method and plan view drawings;
 - b. Standard Title block information (Name of company preparing plans, Project Name, Project Location, Date, Scale, Sheet #, Contact Information, North Arrow, Legend, and Revision Block);
 - c. Location and size of proposed junction boxes, manholes, and hand holes;
 - d. Plans will be provided for review as an electronic PDF file;
 - e. Plans will be scaled drawings (1" = 20' is preferred although other scales may be utilized);
 - f. 8.5"x11", 11"x17", 12"x18", 24"x36", or other standard size plan sheets may be used at the discretion of the Utility Owner, depending on the size of the project;
 - g. Vicinity Map;
 - h. Documentation of the installations ability to support multiple utilities or carriers when applicable;
 - i. Full network or utility plan for the Town of Ocean City upon written request of the Town;
 - j. Aerial Imagery may be used for Vicinity Maps and plan view construction drawings;
 - k. Proposed installations that are intended to replace existing utilities must clearly show and note existing utilities to be abandoned;
 - l. At the Town’s discretion, a Grading Plan may be required where long stretches of pavement will be repaired; and
 - m. At the Town’s discretion, profile views may be required.
3. Trench and Pavement Repair: Plans shall include extent of proposed pavement repairs and pavement repairs will be in accordance with Town Construction Standards, specifically S-1.02 and S-1.17.
4. Alignment: Utility lines shall be installed parallel or perpendicular to the

- centerline of the roadway unless approved otherwise.
5. Drilling Information: Plans shall show bore length, bending radius, entry pit location, exit pit location, material type, dimensions, depths of cover, and clearances.
 6. Horizontal Clearance:
 - a. 24" Minimum
 - b. 36" Minimum from utility poles and fire hydrants
 7. Vertical Clearance:
 - a. No stacking is permitted on top of existing utilities when utilities are running parallel.
 - b. At perpendicular crossings, utilities are preferred to intersect a minimum of 12" below existing utilities.
 - c. If utilities intersect above existing utilities, a minimum 12" clearance is required.
 8. Geotechnical Exploration: At the discretion of the Town and Utility Owner, geotechnical explorations may be deemed necessary. If the coring method is utilized for geotechnical investigation, the Plans must include the location(s) and core diameter.
 9. Sediment & Erosion Control: In accordance with state and local regulations, the Worcester Soil Conservation District ("WSCD") requires an approved Sediment & Erosion Control (SEC) Plan for projects with a Limit of Disturbance of 5,000 Square Feet or greater.
 10. Traffic Control Plans ("TCP"): TCP may be required for work on Town owned roads at the discretion of Town staff. If a road closure is proposed, the Utility Owner must provide a supplemental TCP plan illustrating the proposed closure. Aerial images may be used for the TCP. If work is to take place within state owned rights-of-way or easements, the Utility Owner must coordinate TCP approval with State Highway Administration ("SHA"). If SHA TCP is required, Utility Owner must provide a copy of the approved plan.
 11. Record Drawings: The Town will provide the Utility Owner with the most up to date record drawings available. The Utility Owner and its contractor ("Contractor") are responsible for field verifying the location of all information shown on the record drawings. The Town is not responsible for any losses incurred as a result of inaccuracies of the record drawings. The record drawings may not be shared with other agencies and the record drawings may only be utilized for purposes of this Agreement unless otherwise approved by the Town. The record drawings can be found at: <https://oceancitymd.gov/oc/departments/public-works/utility-installation-agreement/>
 12. The following Town Departments/Divisions may be contacted for specific utility questions:
 - a. Water: (410) 520-5148
 - b. Wastewater: (410) 524-6762
 - c. Stormwater: (410) 524-4882
 - d. Engineering: (410) 289-8790

13. Routine Maintenance: At the discretion of Town staff, a project may be classified as routine maintenance if:

- a. Utility is existing;
- b. No boring, excavation, or open cutting is required; and
- c. Disturbance is 100 Sq. Ft. or less.

If the project is considered to be routine maintenance this Agreement is not required to be submitted (signed Agreement, Plans, Schedule, Red Line As-Built Drawings, Fee). The routine maintenance work will still be subject to coverage under the Utility Owner's bond and certificate of insurance.

C. To comply with the following CONSTRUCTION REQUIREMENTS:

1. Pre-Construction Meeting: The Utility Owner shall contact the Department of Public Works to hold a Pre-Construction Meeting prior to the commencement of construction activity, to include attendance by their Contractor. The Public Works Deputy Director or his designee may waive the requirement for the meeting.
2. Ground Penetrating Radar (GPR): GPR is an acceptable method to supplement Miss Utility locates to field verify existing utilities. GPR will not be acceptable to replace Miss Utility locates.
3. Miss Utility & Maryland State Law: The Utility Owner and Contractor are responsible for complying with the Maryland Underground Facilities Damage Prevention Law, also known as the "Miss Utility Law": <http://www.missutility.net/maryland/mdstatelaw.asp>.
4. Construction Staging Permit: Utility Owners or contractors in their employ (gas, electric, phone, CATV) do not require a permit provided the work in question is related to the installation, maintenance, or repair of the public utility itself in accordance with the appropriate franchise agreement and not for improvements or new service to a specific customer.
5. Boardwalk Vehicle Access: Utility Owners or Contractors are required to complete an in-person permit application through the Town Engineering Department (City Hall, 301 Baltimore Avenue, Room 118) and sign out a key to access the Boardwalk.
6. Maryland Occupational Safety & Health ("MOSH") Safety Requirements: The Utility Owner and Contractor is responsible for being knowledgeable of and complying with all applicable MOSH requirements: <https://www.dllr.state.md.us/labor/mosh/>
7. MdMUTCD Traffic Control: The Utility Owner shall be responsible for complying with appropriate MUTCD standards at all times while performing work: <http://www.roads.maryland.gov/index.aspx?PageId=835>
8. Sediment & Erosion Control ("SEC"): The Utility Owner and Contractor are responsible for adhering to appropriate local guidelines established by the Worcester Soil Conservation District. No discharges should ever occur to the Town storm drain system. <http://www.co.worcester.md.us/departments/env/natural/erosion>
9. Field Modifications: Contractor shall complete the installation as shown on the plans

approved by the Town. Any field modifications will be shown on the Red Line As-Built Drawings and shall require Town approval.

10. Planned Response: The Contractor shall have a pre-planned response in the event of a utility strike, including notification of the Utility Owner and ensuring safety of workers and the public.
11. Sewer Release: The Utility Owner and Contractor shall immediately report to the Town's Wastewater Division any damage to existing sewer lines or any release of sewer (see Technical Requirements #12 for contact information).
12. Minimum Cover: Minimum cover shall be in accordance with the technical recommendations of the Utility Owner. However, minimum cover shall not be less than 24".
13. Hole Repair: All holes 12" in diameter or less must be immediately backfilled with CR6 Crusher Run and 6" of Perma-Patch, Hot Mix Asphalt, or approved equal.
14. Trench & Pavement Repair: Shall be performed in accordance with approved project plans and Town of Ocean City Construction Standards, specifically S-1.02 and S-1.17.
15. Sidewalks: Where the installation is located at the edge of a sidewalk, care shall be taken so that the sidewalk is not undermined. Backfilling under a sidewalk is not acceptable. If voids are created under the curb, gutter and/or sidewalk due to utility installation, the curb, gutter and/or sidewalk will be removed and replaced by the Utility Owner.
16. Removal of Construction Debris: The Contractor shall immediately remove any construction debris resulting from work associated with the utility installation and dispose of the debris at the Contractor's expense.
17. Horizontal Directional Drilling (HDD):
 - a. Perpendicular Crossings: All existing utilities shall be fully exposed to confirm that the minimum vertical clearance is achieved if proposed utility is within 24" of depth of existing utility.
 - b. Parallel Utilities: Parallel utilities shall be exposed every three hundred (300) feet if within five (5) feet of the proposed alignment, and every fifty (50) feet if within three (3) feet of the proposed alignment.
 - c. Test Pitting Existing Utilities: Existing utilities will be exposed using the "Soft Dig" vacuum method or by hand digging.
 - d. Terminations: The ends of each section of pipe/conduit are to be buried within two (2) weeks of installation. If pipe/conduit ends are exposed, the ends must be properly secured to prevent hazards to pedestrians.
 - e. Calibration: Contractor shall calibrate the tracking and locating equipment at the beginning of each day, unless approved otherwise due to continuous drilling operations.
 - f. Tracking: The horizontal directional drilling contractor shall monitor and record the alignment and depth readings provided by the tracking system every 25 to 30 feet for normal conditions, and every 5 to 10 feet where precise alignment

control is necessary. Contractor shall at all times, and for the entire length of the installation, be able to demonstrate the horizontal and vertical position of the alignment.

- g. Drilling Fluid: Contractor shall dispose of all drilling fluid at an authorized waste site. At no time shall drilling fluid enter the Town storm drain system.
18. Field Inspections: Utility Owner and Contractor shall accommodate inspections by Town officials at all times. Prior to start of backfilling operations under paved surfaces, the Contractor shall notify the Department of Public Works to schedule and complete an inspection. 48 hours' notice is requested for inspections. Public Works may waive the requirement for an inspection.
 19. Painting & Striping: Utility Owner and Contractor shall restore any damage or removal of existing painting or striping, including:
 - a. Concrete curb painting (ex. blue – handicap parking, red – no parking, yellow –restricted parking);
 - b. Pavement markings (ex. parking stripes, shoulder markings, centerlines, crosswalks);
 - c. Thermoplastic markings (ex. Bike Route “Sharrows”, thermoplastic crosswalks).
 20. In-Kind Surface Restoration: Utility Owner and Contractor will repair In-Kind any damage to existing grass, trees, landscaping, fencing, etc.
 21. Stop Work Order: The Town reserves the right to stop work at any time.
 22. Red Line As-Built Drawings: Upon completion of construction, Utility Owner will provide as-built drawings scanned into a PDF file. As-built drawings will show any deviation from approved plans. As-built drawings will indicate horizontal locations and depths of existing utilities exposed as a result of the project work. As-built drawings do not require a Professional Engineer (PE) or a Professional Land Surveyor (PLS) to sign and stamp plans.

D. To comply with the following APPROVAL REQUIREMENTS:

1. Utility Owner shall complete the following and provide to the Town by uploading the files onto the Utility Installation Agreement link on the Town website located: <http://oceancitymd.gov/ua>
 - a. This Agreement: After reading and understanding requirements of this Agreement, Utility Owner will scan and upload this Agreement plus the Project Summary Form and/or any required permit applications. The documents must be signed. Utility Owner shall also provide the Contractor and any Subcontractors with the complete Agreement and Approved Project Plans.
 - b. Plans: Provide Approved Project Plans.
 - c. Project Schedule: Provide Project Schedule (if duration is greater than 2 weeks).
 - d. Bond: Provide an annual performance & maintenance bond as required by Code.
 - e. Certificate of Liability Insurance: Provide an annual Certificate of Liability

Insurance with coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.

- f. As-Built Drawings: Following completion of construction, the Utility Owner will provide redline as-built drawings.
 - g. Fee: Provide a check payable to the Town of Ocean City.
2. The Utility Owner is authorized to start work upon receiving approval from the City Engineer and completing a pre-construction meeting with the Department of Public Works.
 3. Final Completion of the Agreement is the date noted by the Department of Public Works on the Project Summary Form. Utility Owners must complete the utility installation within one hundred and twenty (120) calendar days of approval by the City Engineer. If final completion is not received within one hundred and twenty (120) calendar days, additional Utility Owner utility installation applications may be rejected.

E. Miscellaneous Provisions:

The terms and conditions of this Agreement are agreeable to Utility Owner and their successors, and assigns. This Agreement is valid for one hundred and twenty (120) calendar days after the date of engineering approval.

The waiver by either party of, or the failure of either party to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or subsequent breach of the same or any other term, covenant, or condition therein contained. Any waiver of any breach or term, covenant or condition of this Agreement may be done only in writing and must be signed by the party giving such waiver.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland and to the internal provisions thereof addressing conflicts of law.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, unless the consummation of the transactions contemplated by this Agreement is adversely affected thereby.

No questions of interpretation concerning this Agreement shall be construed for or against any party based on the consideration of authorship.

IN WITNESS WHEREOF, we hereunto execute this Agreement, consisting of 8 pages, the day and year first above written.

WITNESS:

UTILITY OWNER

BY: _____

PRINT NAME

BY: _____

SIGNATURE

RESOLUTION NO. 2022 - 02

RESOLUTION ESTABLISHING UTILITY INSTALLATION REQUIREMENTS FOR DISTRIBUTED ANTENNA SYSTEMS AND SMALL WIRELESS FACILITIES

WHEREAS, Section 94-83(e) of Chapter 94, entitled Utilities, of the Code of the Town of Ocean City, Maryland, authorizes and empowers the Mayor and City Council of Ocean City, by Resolution, to adopt regulations and policies related to Small Wireless Facility installations in its rights-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY THAT the following requirements apply to the installation of distributed antenna systems and small wireless facilities as those terms are defined in Federal law:

Distributed Antenna System (“DAS”) and Small Wireless Facility Requirements

General:

Installation of a wireless facility within the Town’s rights-of-way shall be limited to a distributed antenna system (“DAS”) as defined by the Federal Communications Commission (47 CFR 90.219(a)), or a small wireless facility (“SWF”) as defined by the Federal Communications Commission (47 CFR § 1.6002) (collectively “SWF”), and shall be applied for and issued through the Town of Ocean City (“Town”) Utility Installation Agreement process and the Town’s Application for a Permit to Install a Wireless Facility in Public Right-Of-Way or on Public Property.

No installation applications will be accepted or approved until a franchise, right-of-way use, or license agreement between the Utility Owner and the Mayor and City Council has been approved.

Utility Owner shall be a Facility Member-Owner of Miss Utility of Delmarva in order to install any underground equipment or underground infrastructure in the rights-of-way.

Utility Owner shall post a bond equivalent to that required of other utilities for any street cut work.

Utility Owner shall post a bond, in an amount selected by the Town, to guarantee removal of all equipment and poles at end of life or termination of applicable agreement.

All installations consisting of new poles, replacement poles, underground utility service connections, SWF, placement of any equipment on a Town owned structure, or any other work that disturbs an existing improvement in the municipal rights-of-way requires a permit and a Utility Installation Agreement, including payment of all associated fees.

Radio frequencies used shall be reviewed by the Department of Emergency Services to determine potential interference with Town Emergency Services and Public Safety radio equipment. Utility Owner will work with Emergency Services to mitigate any interference concerns prior to installation or any actual interference which may occur after installation.

LAW OFFICES
AYRES, JENKINS,
GORDY & ALMAND, P.A.
SUITE 200
6200 COASTAL HIGHWAY
OCEAN CITY, MD 21842

All exterior cabinets and mounting hardware shall be aluminum, galvanized painted steel, stainless steel, or other corrosion resistant material. Utility Owner is responsible for keeping equipment cabinets in good repair, including rust prevention and graffiti removal.

Utility Owner shall first consider co-location on an existing pole or other structure, or the replacement of an existing pole before submitting an application for a new pole. Co-location is required unless Utility Owner can document that co-location is technically infeasible and would materially inhibit deployment.

If necessary, accessory equipment associated or connected with a tower-based SWF which shall never exceed 28 cubic feet, shall be placed underground, or screened from public view. All ground-mounted accessory equipment, utility buildings and accessory structures shall be architecturally designed to blend into the environment in which they are situated.

Neither poles nor SWF shall cause any physical or visual obstruction to pedestrian or vehicular traffic, or otherwise create safety hazards to pedestrians or motorists, or otherwise inconvenience the public use of rights-of-way, as determined by the Town.

All structures and equipment shall be aesthetically and architecturally compatible with the surrounding environment and shall maximize the use of a like facade to blend with the existing surroundings and neighboring buildings to the greatest extent possible through the use of color, camouflaging and architectural treatment. All structures and equipment shall comply with the applicable design guidelines, as amended from time to time, to the greatest extent possible. The Town may consider the aesthetic impact of the proposed structures and equipment, including but not limited to, whether its decision upon the subject application will promote the harmonious and orderly development of the zoning district involved; encourage compatibility with the character and type of development existing in the area; prevent a negative impact on the aesthetic character of the community; preserve woodlands and trees existing at the site to the greatest possible extent; and encourage sound engineering and land development design and construction principles, practices and techniques.

In order to preserve the aesthetic character of the Town, including addressing the challenge of wireless installation proliferation, ensure public safety and manage public vehicular and pedestrian movement, the following Town standards for equipment, aesthetics, location, and spacing shall be applied:

Zone R-1 and MH with existing underground utility:

No new poles or SWF allowed.

Exception: New poles and SWF may be installed in designated "technology gardens". Location of these gardens will be negotiated by the Utility Owner with the respective community association, and each location will require the approval of the Mayor and City Council. Pole plus antenna height shall not exceed the height of adjacent existing light poles. Spacing of pole mounted SWF shall be no less than the spacing required in the R-2 Zoning District.

Zone R-2 with existing underground utility:

SWF shall be constructed on existing light poles or as a replacement of existing light poles only, height not to exceed existing light pole. For the purpose of increased street lighting or to achieve an aesthetic improvement, the City Engineer is empowered to allow a new pole with a mounted antenna where no pole exists. Pole material and style to match existing streetlight. Wood poles are not permitted. Unless co-located with an existing SWF, each municipal right-of-way license holder's installations shall be spaced a minimum of 900 feet apart (approx. 3 city blocks). Installations proposed within 300 feet of an existing SWF, antenna or pole of another license holder, must co-locate at the existing antenna or pole location, or document why the co-location is not technically feasible and would materially inhibit deployment. Said documentation shall include, but not necessarily be limited to, an engineering report provided to the Town.

Zone R-3 to R-3A with existing underground utility:

SWF shall be constructed on existing light poles or as a replacement of existing light poles only, height not to exceed 50 feet or maximum height allowed by zoning, whichever is less. The City Engineer is empowered to allow a new pole with a mounted antenna where no pole exists for the purpose of increased street lighting or aesthetic placement. Pole material and style to match existing streetlight. Wood poles are not permitted. Unless co-located with an existing SWF, each municipal right-of-way license holder's installations shall be spaced a minimum of 900 feet apart (approx. 3 city blocks). Installations proposed within 300 feet of an existing SWF, antenna or pole of another license holder must co-locate at the existing SWF, antenna or pole location, or document why the co-location is not technically feasible and would materially inhibit deployment. Said documentation shall include, but not necessarily be limited to, an engineering report provided to the Town.

All other zones with existing underground utilities:

New poles allowed. SWF may be constructed at locations as a replacement of existing light poles (preferred), or as new stand-alone installations. Height not to exceed 50 feet or maximum height allowed by zoning, whichever is less. Pole style to match existing streetlight. Wood poles are not permitted. Unless co-located with an existing SWF, each municipal right-of-way license holder's installations shall be spaced a minimum of 300 feet apart (approx. 1 city block). Installations proposed within 150 feet of an existing SWF, antenna or pole location of another license holder must co-locate at the existing SWF, antenna or pole location, or document why the co-location is not technically feasible and would materially inhibit deployment. Said documentation shall include, but not necessarily be limited to, an engineering report provided to the Town.

Zone R-1 and MH with above ground utilities:

No new poles or SWF allowed.

Exception: New poles and SWF may be installed in designated "technology gardens". Location of these gardens will be negotiated by the Utility Owner with the respective community association, and each location requires the approval of the Mayor and City Council. Pole plus antenna height shall not exceed the height of existing adjacent utility poles.

Spacing of pole mounted SWF shall be no less than the spacing required in the R-2 Zoning District.

Zone R-2 – R-3A, with above ground utilities:

No new poles or SWF allowed without the written approval of the Mayor and City Council. New poles shall be constructed of either concrete, fiberglass, or aluminum. Wood poles will not be permitted.

Exception: SWF may be constructed on existing utility poles, light poles or as replacement utility or light poles. When installed as a replacement utility pole, the replacement pole shall be either galvanized steel, aluminum, or fiberglass unless the Utility Owner can show good cause why a wood pole is required due to state or federal regulations. Height not to exceed that of existing adjacent utility poles or maximum zoning height, whichever is greater, but shall not be more than 50 feet. Pole material and style to match existing streetlight. Unless co-located with an existing SWF, each municipal right-of-way license holder's installations shall be spaced a minimum of 900 feet apart (approx. 3 city blocks). Installations proposed within 300 feet of an existing SWF, antenna or pole location of another license holder, must co-locate at the existing SWF, antenna or pole location, or document why co-location is not technically feasible and would materially inhibit deployment. Said documentation shall include, but not necessarily be limited to, an engineering report provided to the Town.

All other Zones with above ground utilities:

SWF may be constructed on existing utility poles, existing light poles, as replacement utility or replacement light poles (existing or replacement pole installation is preferred), or as new stand-alone installations. Height not to exceed 50 feet or height of adjacent utility poles, whichever is greater. Pole material and style to match existing streetlight. When installed as a replacement utility pole, the new pole shall be of either galvanized steel, aluminum, or fiberglass unless the Utility Owner can show good cause why a wood pole is required due to state or federal regulations. Unless co-located with an existing SWF, each municipal right-of-way license holder's installations shall be spaced a minimum of 300 feet apart (approx. 1 city block). Installations proposed within 150 feet of an existing SWF, antenna or pole of another license holder must co-locate at the existing SWF, antenna or pole location, or document why the co-location is not technically feasible and would materially inhibit deployment. Said documentation shall include, but not necessarily be limited to, an engineering report provided to the Town.

Modifications:

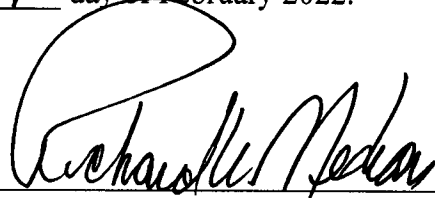
Modifications to existing approved SWF installations require approval from the City Engineer through the submittal of Town's Application for a Permit to Install a Wireless Facility in a Public Right-Of-Way or on Public Property. The City Engineer will review the application and either approve, approve with comments, deny, or require the Utility Owner to appear before the Mayor and City Council for approval.

RESOLVED AND EFFECTIVE this 7th day of February 2022.

ATTEST:



DIANA L. CHAVIS, Clerk

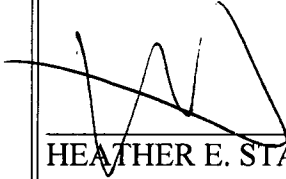


RICHARD W. MEEHAN, Mayor

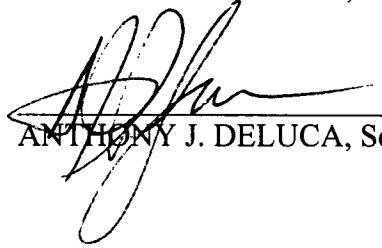
Approved as to form:



MATTHEW M. JAMES, President



HEATHER E. STANSBURY
Ayres, Jenkins, Gordy & Almand, P.A.
Office of City Solicitor



ANTHONY J. DELUCA, Secretary



TOWN OF
OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.E
Council Meeting June 10, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Hal Adkins, Director of Public Works
RE: Maryland Historical Trust for the Ocean City Life Saving Station Museum
DATE: June 5, 2025

ISSUE(S): Maryland Historical Trust Agreement

SUMMARY: The presentation aims to review the status of the elevator project for the Ocean Life Saving Station Museum and discuss a potential easement with the Maryland Historical Trust.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Move forward with a preservation easement from the Maryland Historical Trust for the Ocean City Life Saving Museum will enable DGS funding to support projects that enhance accessibility at the museum.



1st Class Resort and Tourist Destination

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Museum Curator Christine Okerblom

COORDINATED WITH: Public Works Director Hal Adkins

ATTACHMENT(S): 1 .Ocean City Life Saving Station Museum MHT DGS Update.pptx

Ocean City Life Saving Station Museum

DGS Funding
MHT Easement

DGS Funding



2023 the Maryland Department of General Services (DGS) awarded TOC grant funding in the amount of **\$600,000** plus the Town contributed \$10,000 for the addition of an elevator for the Ocean City Life Saving Station Museum.

Project Timeline

- TOC Engineering department secured architectural design plans from GMB
- July 30th, 2024: Bid opening during Mayor and City Council Work Session
- Received five bids in total. **\$1,229,500.00 (Lowest Bidder)** Delmarva Veteran Builders
 - Delmarva Veteran Builders \$1,229,500.00 (Lowest Apparent Bidder)
 - Henley Construction Company \$1,452,700.00
 - Harkins Contracting, Inc. \$1,354,600.00
 - Gillis Gilkerson \$1,474,047.00
 - Oak Construction \$1,455,439.00
- October 2024: Anticipated start date
- May 2025: Anticipated 100% completion date
- Total project cost to date: **\$142,564.68**



New Direction: *Reallocation of Funds*

Repurpose remaining elevator funds to projects that enhance accessibility within the Ocean City Life-Saving Station Museum.

Accessible Doorways



- Install power entrance door
- Modify exit door to ensure accessibility for wheelchair users





First floor entry room with Kiosk



New interactive touch table

New Kiosk & Increased Floor Space

- Replace current Kiosk with an interactive touch table. Touch table will offer:
 - Information on second floor exhibits
 - Interactive components that offer accessibility for hearing and visual impaired visitors
- Remove the “Sands from around the World” exhibit from the first-floor entry room. Make room for interactive touch table



3D Models

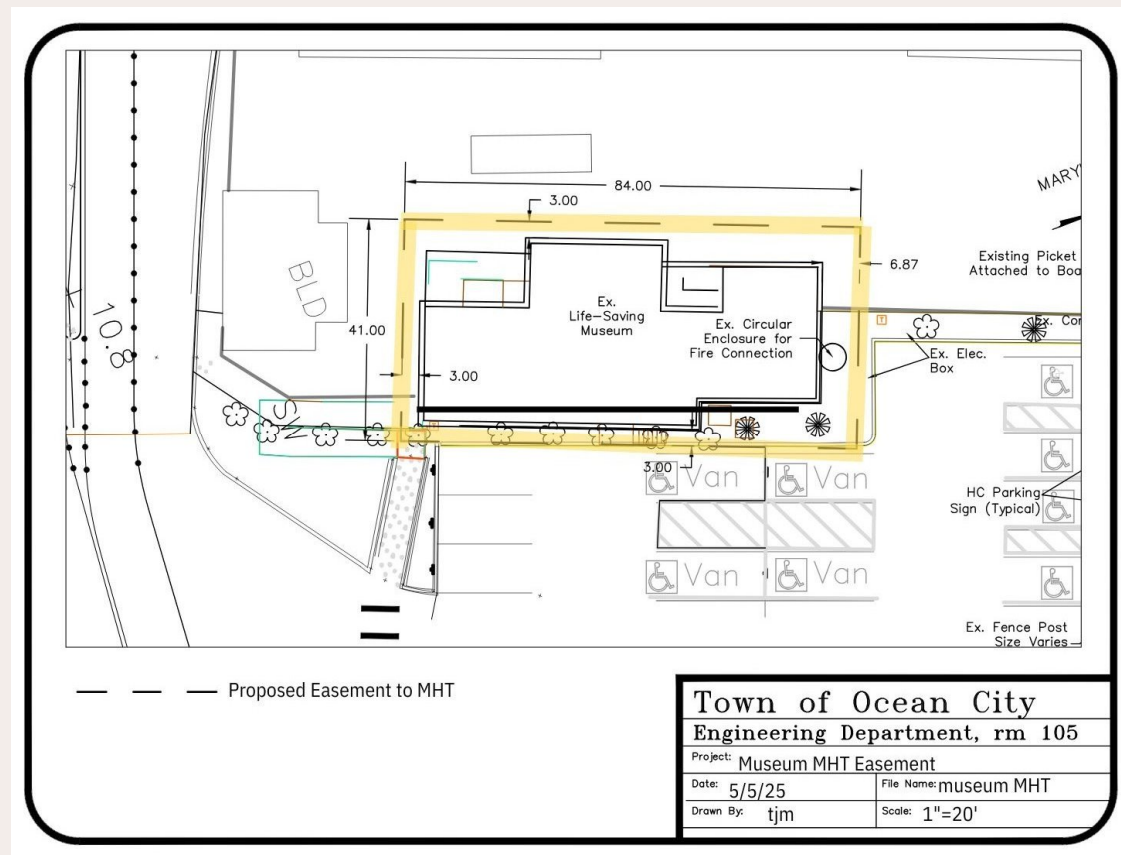
- Install replica models throughout the Museum for individuals with visual impairment

Maryland Historical Trust Easement

Easement parameters:

The MHT easement line would extend three feet from the East, South, and West side of the building, with the north side extending to 6.87 feet.

Oversee exterior modifications, with the goal of maintaining existing building materials and color scheme.





TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.F
Council Meeting June 10, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Heather Stansbury, City Solicitor
RE: Elected Official Residency Requirement
DATE:

ISSUE(S): Proposed Charter amendment resolution to change the elected official residency requirement.

SUMMARY: The Council requested that the issue of a Charter Amendment Resolution be placed on a work session so that a discussion surrounding the qualifications of a candidate for office and related residency issues could take place.

Discussion began on February 25, 2025, and was continued for a future work session for further consideration on the following topics 1) a 1 or 2 -year residency requirement; 2) adding language to restrict or prohibit a candidate from holding a rental license as the owner of the residence they declare to be their domicile; 3) adding "and must continue to reside and maintain their domicile during the term to which they are elected"; and 4) options for judges of candidate qualifications.

Following the May 27, 2025, Work Session, the attached Charter Amendment Resolution has been prepared adding (1) a 1-year residency requirement; 2) language that a candidate's primary domicile can have no rental license for 1 calendar year prior to the municipal election; and 3) language that states that a candidate must continue to reside and maintain their domicile during the term of which they are elected and abstain from obtaining a rental license throughout the term of his/her office.

Upon further consideration of the Council's direction on the addition of rental license language, the Council may wish to direct that further amendment be made to permit a candidate to hold a rental license on a multifamily dwelling if that is their residence. An "Option" is presented in the margin of the draft Charter Amendment Resolution.

Note, pursuant to State law for Charter Amendment additions to the existing Charter are underlined and deletions bold bracketed.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Schedule a Charter Amendment Resolution as drafted for a Regular Meeting agenda and publish a fair summary of the proposed amendment four times at weekly intervals in the newspaper. The amendment becomes effective 50 days after adoption of the resolution.



Excellent Service through a High Performing Town Organization

ALTERNATIVES:

1. Direct that "Option 2" be placed in the Charter Amendment Resolution and proceed to Regular Meeting agenda; or
2. Direct that further modifications be made to the draft presented.

RESPONSIBLE STAFF: City Solicitor Heather Stansbury

COORDINATED WITH: Not Applicable

ATTACHMENT(S): 1 . 6.5.2025_Charter_Resolution_Amendment_-
_HS_for_packet_ (3).pdf

CHARTER AMENDMENT RESOLUTION 2025-

SUBJECT: “Qualifications for election as Mayor or City Councilman.” Resolution of the Mayor and City Council of Ocean City adopted pursuant to the authority of Article XI of the Constitution of Maryland and Section 4-304 of the Local Government Article of the Annotated Code of Maryland amending Section 401 “Qualifications for election as Mayor or City Councilman” of the Charter of the Town of Ocean City, Maryland. This amendment shall have the effect of updating Section to enhance the qualifications for election and to make clear that the same qualifications for election be maintained throughout the term of office if elected.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Ocean City that Section C-401 of the Charter of the Town of Ocean City, Maryland be, and the same is hereby amended, to read as follows:

§ C-401. Qualifications for election as Mayor or City Councilman. (173)

Any person to qualify as a candidate for election as Mayor of Ocean City or as a City Councilman of Ocean City must be:

- A. Qualified as a voter in town elections in accordance with the provisions of § C-403 hereof.
- B. One who, for [four (4) months next] one (1) year preceding the election has been and is, at the time of the election, a resident of and domiciled in the corporate limits of the Town of Ocean City, Maryland.
- C. One who has not for one (1) year preceding the election possessed a rental license at the location in which they have identified as their domicile for the purposes of their candidacy.
- D. Must not have been convicted by a State Circuit Court or a United States District Court of a common law felony or of any of the following offenses or wrongful acts:
 - (1) Embezzlement by a public officer.
 - (2) Bribery in connection with the performance of a duty by a public officer or servant, including himself.
 - (3) Extortion in connection with the performance of a duty by a public officer or servant, including himself.
 - (4) Subornation of perjury.
 - (5) Perjury.
 - (6) Treason.

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One who has not for one (1) year preceding the election possessed a rental license at the location in which they have identified as their domicile for the purposes of their candidacy unless said location is a multiple-family dwelling which maintains a rental license for the other units, not the domicile of the candidate.

For the purposes of this Subsection [C] D, conviction shall mean a final determination. If an appeal is not filed within the time allowed or the appeal process is exhausted, then the conviction shall be considered final.

E. A candidate, once elected to office, must (1) continue to be a resident of and domiciled in the corporate limits of the Town of Ocean City, Maryland during the term for which they are elected and (2) abstain from obtaining a rental license for their domiciliary residence throughout the term of his/her office or he/she shall be subject to disqualification under Charter Section C-408.

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RESOLVED this ____ day of June, 2025.

ATTEST:

DIANA L. CHAVIS, Clerk

RICHARD W. MEEHAN, Mayor

Approved as to form:

MATTHEW M. JAMES, President

HEATHER E. STANSBURY
Ayres, Jenkins, Gordy & Almand, P.A.
Office of City Solicitor

ANTHONY J. DELUCA, Secretary

JOHN GEHRIG, JR

JACOB H. MITRECIC

CAROL L. PROCTOR

WILLIAM C. SAVAGE, III

LARRY R. YATES

The Charter Amendment enacted by this Resolution became effective on _____, 2025.

ATTEST: _____
Diana L. Chavis, City Clerk