

First Reading October 2, 2017

Second Reading Emergency

**ORDINANCE 2017 - 15**

**AN ORDINANCE TO AMEND CHAPTER 94, ENTITLED UTILITIES,  
OF THE CODE OF THE TOWN OF OCEAN CITY, MARYLAND**

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE  
MAYOR AND CITY COUNCIL OF OCEAN CITY THAT CHAPTER 94,  
ENTITLED UTILITIES, OF THE CODE OF THE TOWN OF OCEAN CITY,  
MARYLAND BE, AND IT IS HEREBY, AMENDED BY ADDING ARTICLE IV,  
AS FOLLOWS:**

Article IV. Utility Installation.

Sec. 94-81. Application and agreement.

Any person or company proposing to install utility lines within a public street or other public right-of-way must first apply for a permit and enter into a Utility Installation Agreement on forms developed by the Department of Public Works.

Sec. 94-82. General requirements.

1. Applicant and Authorized Representative: The Utility Owner will designate an Authorized Representative to complete the Utility Installation Agreement (UA) and act as the point of contact for the project. The Authorized Representative may be an employee working for the Utility Owner or a General Contractor that is hired by the Utility Owner. The Authorized Representative may not be a Subcontractor to the General Contractor.
2. Responsible Party: The Utility Owner is responsible for all actions performed by the Authorized Representative on behalf of the Utility Owner.
3. Purpose: The UA is required for the installation of all privately owned utilities within Town of Ocean City Right-of-Ways and Public Easements. The UA provides guidelines to ensure public safety and protection of existing underground utilities.
4. Utility Owner: The Utility Owner will comply with the terms and conditions of the UA for installation of utilities, which include but are not limited to underground pipe, conduit, and wire. Methods involved with installation

include but are not limited to Horizontal Direction Drilling, Open Cut, and Coring. The Utility Owner is responsible for Contractors and Sub-Contractors hired to perform work associated with this Agreement.

5. Ocean City Standards: All work must comply with Town of Ocean City regulations and policies.
6. Start of Work: The Utility Owner is not permitted to start work until the UA is approved by the Town. A copy of the fully executed UA and approved plans must be kept on site at all times during construction. Utility Owners are requested to provide 48 hours' notice to Public Works Construction prior to mobilizing onto the project site.
7. Timing of Work: Work will be started and completed during the "off-season", between October 1<sup>st</sup> and April 30<sup>th</sup>, or as approved otherwise. Site work will not be completed on Town Holidays or on any Friday. Emergency work will be performed as necessary outside of normal working times and will be coordinated through the Public Works Department.
8. Work Hours: Standard work hours will be between the hours of 6:30 AM and 4:30 PM, Monday through Thursday. For information on the Town's Noise Policy, see Town Code Section 30, Division 4, "Mechanical and Construction Noise" at:  
<https://library.municode.com/md/occancity/codes/codcofordinances?nodeId=PTIICOORCH30ENARTVNO DIV4MECONO>
9. Project Schedule: Utility Owner will provide a Project Schedule including planned Start Date, Project Duration, Milestones, and planned Completion Date.
10. Miss Utility: Per Maryland state law, the Contractor performing the work is responsible for contacting Miss Utility to locate existing utilities prior to excavation activities. The Utility Owner will read and be familiar with the "Miss Utility Maryland & Washington, D.C. Damage Prevention Guide".
11. Damage to Town Infrastructure: Utility Owner is responsible for all costs associated with damage to Town infrastructure as a result of the Utility Owner's actions. Costs include but are not limited to Town staff involved in repairs and/or restoration and contractors hired by the Town to complete repairs and/or restoration work, and reasonable legal fees incurred by the Town.
12. Relocation of Utilities: Utility Owner will bear the expense of removing or adjusting their abandoned facilities or the proposed installation should it be required by the Town of Ocean City at any time in the future.

13. Private Party: The Utility Owner is not permitted to disturb private property as a result of this UA. Any utilities proposed to be installed on private property will be coordinated separately with private property owners.
14. Benchmarks and Survey Markers: Any Benchmarks or Survey Markers disturbed as a result of this UA will be replaced In-Kind by the Utility Owner. This survey work will be performed by a Professional Land Surveyor licensed in the State of Maryland.
15. Indemnification: Utility Owner agrees to indemnify, defend, and hold harmless, the Town of Ocean City and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense, including reasonable attorney's fees and court costs, resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage arising out of or resulting from the operations concerning the installation of utilities, or actions in connection therewith, under this UA, whether such operations be by the Utility Owner or by any Sub-Contractor, agent, etc. performing work for the Utility Owner under this UA. The Utility Owner will be responsible to the Town of Ocean City for its acts and omissions and those of its sub-contractors, agents, employees and other persons performing any services under this UA.
16. Performance & Maintenance Bond: The Utility Owner will provide a Performance & Maintenance Bond of \$100,000.00. The bond will be to guarantee proper restoration and replacement of Right-of-Ways and Easements in accordance with this UA and Town code. The bond will also cover any damages occurring within 2 years following completion of construction that are a result of actions of the Utility Owner. The bond will be provided in standard A/A format. At the direction of the Director of Public Works, the bond may be increased if full performance costs are estimated to exceed \$100,000.00.
17. Certificate of Liability Insurance: Utility Owner shall submit a Certificate of Liability Insurance in the amount of \$1,000,000.00 naming the Town of Ocean City, the Ocean City Mayor and City Council as a Certificate Holder and also as an Additional Insured on a primary and non-contributing basis.
18. Emergency Situations: In the event of an emergency situation, Utility Owner will take appropriate action to protect the public and will advise Public Works Construction of the emergency. Utility Owner will still be required to submit the UA within 2 business days of the emergency.
19. Validity: The UA is valid for six (6) months after the approval date.
20. Project Completion: The project will be considered complete when all of the items noted in Approval Requirements in this UA have been satisfactorily

provided to the Town. The Town will note this date on the cover page of the UA.

Sec. 94-83. Technical and construction requirements.

The Department of Public Works shall provide details for technical and construction requirements, which each applicant must be in compliance.

Sec. 94-84. Permit Fee.

The Mayor and Council shall, from time to time, establish a permit fee by Resolution.

Sec. 94-85. Violations and penalties.

Any person or company found to be in violation of this Article, shall upon conviction be guilty of a misdemeanor and subject to a sentence of up to thirty (30) days and/or a fine of up to One Thousand Dollars (\$1,000.00).

INTRODUCED at a meeting of the City Council of Ocean City, Maryland held on October 2, 2017 as an emergency ordinance with the approval of the Mayor.

ADOPTED AND PASSED, by the required vote of the elected membership of the City Council and approved by the Mayor at its meeting held on October 2, 2017.

ATTEST:

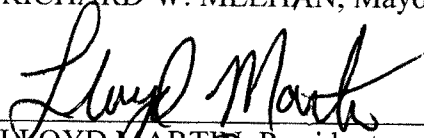


DIANA L. CHAVIS, Clerk



RICHARD W. MEEHAN, Mayor

Approved as to form:



LLOYD MARTIN, President



GUY R. AYRES III, City Solicitor



MARY P. KNIGHT, Secretary