

# AGENDA

## WORCESTER COUNTY COMMISSIONERS

Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland 21863

February 19, 2019

### Item #

- 9:00 AM - Attend Ribbon Cutting at Board of Education - Display for Worcester High School
- 9:30 AM** - Vote to Meet In Closed Session in Commissioners' Conference Room - Room 1103  
Government Center, One West Market Street, Snow Hill, Maryland
- 9:31 - Closed Session: Discussion regarding an update on applications for Economic Development Director; reviewing personnel matters in the Sheriff's Office and State's Attorney's Office; receiving legal advice from Counsel; and performing administrative functions
- 10:00 - Call to Order, Prayer (Arlene Page), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes
- 10:10 - Chief Administrative Officer: Administrative Matters 1-10  
(Request for Out-of-State Travel for Recreation & Parks Staff Attendance at Conferences; Award of Bids and Request to Rebid Portions of Diakonia Shelter Renovations Project; Request for Letter of Support for Diakonia Supportive Services for Veterans Families Grant Application; Award of Proposal for Broadband Feasibility Study and Assistance for Broadband Feasibility Studies from the Governor's Office of Rural Broadband; Kitts Branch Tax Ditch Engineering Assistance; Single-Family Home Fire Sprinkler Waiver; Pending Board Appointments; Review Bids for Purchase of Liquor Control Warehouse in Snow Hill; Request for EDU Allocation for ES Adkins and Company Property - Former Island Oasis Restaurant; and potentially other administrative matters)
- 10:20 -
- 10:30 - Public Hearing - Proposed Expansion of Ocean Pines Sanitary Service Area to include the Atlantic General Hospital Outpatient Center for Public Water and Sewer Service 11
- 10:40 -
- 10:50 - Chief Administrative Officer: Administrative Matters 1-10, continued
- 11:00 -
- 11:10 -
- 11:20 -
- 11:30 -
- 11:40 -
- 11:50 -
- 12:00 - Questions from the Press; County Commissioners Remarks
- Lunch
- 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) 1-10, continued
- 1:10 -
- 1:20 -
- 1:30 -

**AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING**

**Hearing Assistance Units Available** - see Kelly Shannahan, Asst. CAO.

Please be thoughtful and considerate of others.

**Turn off your cell phones & pagers during the meeting!**

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## Minutes of the County Commissioners of Worcester County, Maryland

February 5, 2019

Diana Purnell, President  
Joseph M. Mitrecic, Vice President  
Anthony W. Bertino, Jr.  
Madison J. Bunting, Jr.  
James C. Church  
Theodore J. Elder  
Joshua N. Nordstrom

Following a motion by Commissioner Bertino, seconded by Commissioner Nordstrom, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Harold L. Higgins, Assistant Chief Administrative Officer Kelly Shannahan, County Attorney Maureen Howarth, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included: discussing interviewing for an Economic Development Director; hiring a Recycle Worker I, a Transfer Station Attendant and considering a salary adjustment in the Solid Waste Division and Maintenance Division of Public Works; considering maintenance on call pay at the Jail; and reviewing personnel matters in the Sheriff's Office and State's Attorney's Office; receiving legal advice from counsel; and performing administrative functions, including: discussing potential board appointments; reviewing new online procedures for filing State ethics forms; and confirming plans to attend the annual Wor-Wic Community College Board of Trustees meeting on February 28 and their annual breakfast meeting with Maryland Association of Counties (MACo) President Barry Glassman and Executive Director Michael Sanderson on June 25 during the Maryland Municipal League Conference.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Nordstrom, the Commissioners unanimously voted to adjourn their closed session at 10:02 a.m.

After the closed session, the Commissioners reconvened in open session. Commissioner Purnell called the meeting to order, and following a morning prayer by Arlene Page and pledge of allegiance, announced the topics discussed during the morning closed session.

The Commissioners reviewed and approved the open and closed session minutes of their January 22, 2019 meeting as presented.

The Commissioners presented a proclamation to Jesse Ballard, founder and chair of the Tri-County MLK Coalition, Inc., recognizing February as Black History Month in Worcester



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County and recognizing Eastern Shore natives who champion human rights and unity, historic individuals like Reverend Charles A. Tindley who penned the Civil Rights Movement anthem *We Shall Overcome*; and those bridging gaps in our community today, individuals like Mr. Ballard who served on a State commission that campaigned for the creation of a U.S. federal holiday honoring Martin Luther King, Jr. and whose work with the Tri-County MLK Coalition, Inc. has helped to promote unity through the community with the annual MLK birthday celebration and commemoration banquet for 34 years.

The Commissioners received objections and other public comments on the proposed disposal of the old swing set at the Stockton Playground, which is in the process of being replaced with new playground equipment, by gifting it to the Town of Pocomoke City to be used at Cypress Park in Pocomoke City. There being no objections, upon a motion by Commissioner Nordstrom, the Commissioners unanimously declared the swing set to be surplus property and agreed to gift it to the Town of Pocomoke City.

Ocean City Development Corporation (OCDC) Executive Director Glenn Irwin and OCDC Board of Directors President Blaine Smith provided the Commissioners with an update about the OCDC's revitalization efforts, which included the following: Facade Program, which includes having renovated 217 buildings to date, three projects underway, \$6.4 million in private sector investment, and 6:1 leveraging of private to public funds; Green Building Initiatives Program, with 57 projects completed and five underway, and \$950,000 in private sector investment; Business Assistance Program, with fixed interior improvements to 24 new or expanding businesses and \$1.6 million in private investment; New Construction, including the new Cambria Hotel underway at the site of the former Cropper concrete property; Strategic Demolition Program, Light Up Alley Program; Special Events; and Upcoming OCDC Items. The Commissioners thanked Mr. Smith and Mr. Irwin for the outstanding projects the OCDC undertakes to revitalize the downtown area of Ocean City. Mr. Smith and Mr. Irwin recognized that much of the OCDC's accomplishments would not be possible without the dedicated efforts of the 15 board members and 164 volunteer members who serve on 14 separate OCDC committees.

The Commissioners conducted a hearing on Nuisance Abatement Order No. 18-4 on property located at 10720 St. Martins Neck Road in Bishopville, and more specifically identified on Tax Map 9 as Parcel 153, which consist of a two-story dwelling built in the 1920s, which some years ago was stripped and gutted with apparent intentions of fixing it up, and a somewhat later single-story addition. Development Review and Permitting Director Ed Tudor stated that the specific nature of the nuisance is the property in general, which includes the unattended and uninhabitable dilapidated portion of the structure, which is beyond reasonable hope of rehabilitation or restoration, which constitutes a nuisance under the provisions of Subsection PH 1-101(a)(11) and (14) of the County Code.

Property owner Vincent Lynch stated that this property has been in his wife, Denise Lynch's, family for many years, and he and his wife took over ownership of the property 15 years ago. He reviewed the improvements that he has attempted to make since receiving notification from the County regarding the nuisance conditions. He asked for one year of additional time to



address the nuisance and offered to give the County his property if he is unable to meet this deadline. The Commissioners confirmed that they do not want to take ownership of the property, but would rather see that the nuisance is abated.

Commissioner Bunting stated that the Lynchs have had 60 days to make improvements, and it does not appear that they have made any substantial progress during that period of time. In response to a question by Commissioner Bunting regarding the use of these premises as a rental property, Mr. Tudor confirmed that it would not be safe for the current renter to remain on the premises while improvements are made to the property, specifically the demolition of the attached two-story structure. Commissioner Mitrecic stated that he understood that this property has been in Mrs. Lynch's family for some time, but as a builder himself he sees nothing salvageable in the structure. He stated that he is inclined to grant a request for additional time provided the property owners are required to adhere to a set of deadlines that will assure the nuisance conditions are abated within one year. Commissioner Church concurred. In response to a question by Commissioner Church, Mr. Tudor reviewed a proposed schedule that Mr. and Mrs. Lynch should follow to abate the nuisance conditions within one year. Commissioner Bunting stated that he could support granting the Lynches one additional year, provided they are required to meet the timetable outlined by Mr. Tudor.

Following some discussion and upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to grant Mr. and Mrs. Lynch an extension, provided they meet the following deadlines: file an application with the Board of Zoning Appeals (BZA) for a special exception seeking approval for the reconstruction or structural alteration of this nonconforming building within 14-days; apply for a demolition permit from Development Review & Permitting for the removal of all or the two-story portion of the structure within 30-days; submit signed and sealed architectural plans and all required permit applications for the proposed improvements to their property within 60-days; and begin construction on the improvements to the property in accordance with all approved permits or have removed the structure from the property within 6-months. In accordance with the Nuisance Abatement Order, failure to abate the nuisance would result in County resources being used to abate the nuisance at the property owner's expense, as referenced in Section PH 1-102(d) and (e) of the County Code.

Joan Roache, co-coordinator of Your Vote, Your Voice, presented a petition to establish a second early voting site in Pocomoke City. In addition to the petition, the Commissioners reviewed an email from Board of Elections Director Patricia Jackson, which included an itemized expense report of \$116,709 for the additional staff, equipment, and rent for a second site. Ms. Roache recognized the 14 members of Your Vote, Your Voice in attendance and stated that it is a hardship for many residents of Pocomoke who either have limited transportation or work multiple jobs and cannot commute 29 minutes each way from Pocomoke to the Gull Creek Nursing Home in Berlin to participate in early voting. In response to a question by Commissioner Church, Ms. Roache advised that the Board of Elections advised her that they were not opposed to the idea, but that funding is not available in their budget to staff a second early voting site. Therefore, Ms. Roache urged the Commissioners to provide funding for the additional site.

Commissioner Nordstrom thanked Ms. Roache and stated that many Pocomoke residents work two or more jobs, so they cannot get to the polls on election day, and often these same individuals lack the transportation needed to drive to Berlin for early voting. Thus, he noted that



today's discussion is a great first step to taking a larger look into the requirements involved in adding a second early-voting site in Worcester County. In response to a question by Commissioner Mitrecic, County Attorney Maureen Howarth advised that State law requires early voting sites to be open to the public for a full seven days. Commissioner Mitrecic agreed that it is important that everyone votes; however, he stated that other alternatives may be available, such as relocating the early voting location to Snow Hill or increasing the number of bus runs from Pocomoke to Gull Creek during early voting, which would not incur significant additional costs. Commissioner Elder concurred, noting that those residing on St. Luke's Road and other outlying areas close to the Wicomico County line face the same commuting hardships when it comes to early voting. He stated that moving early voting to a central location, like Snow Hill, may be a better alternative. He also pointed out that the Commissioners are tasked with controlling costs, and it could be difficult to identify a funding source to cover the additional expenses involved in opening a second early voting site.

Commissioner Bunting stated that a central location may be the best solution. Board of Elections President Lou Ann Trummel stated that in a 3-2 vote the board voted down the request to add a second site. She stated that any additional early voting site must be secured by September 2019 for the next election. Following some discussion, the Commissioners thanked Ms. Roache and the other members of Your Vote, Your Voice for meeting with them.

Pursuant to the request of Warden Donna Bounds and upon a motion by Commissioner Bertino, the Commissioners unanimously accepted the proposal from Johnson Controls Fire Protection LP of New Castle, Delaware at a total cost of \$22,089.68 to repair the fire alarm system in both the old and new sections of the County Jail, which were damaged due to leaks in the roof. In response to a question by Commissioner Nordstrom, Warden Bounds stated that she will work with Johnson Controls to determine whether the contractors were at fault for the section of roof installed in the new section of the Jail in 2009, which might still be under warranty, to potentially recoup some of those costs.

Pursuant to a request from Circuit Court Administrator Michael Howard and upon a motion by Commissioner Church, the Commissioners unanimously approved out-of-state travel for Circuit Court Administrative Judge Brian D. Shockley to attend Advanced Evidence Training conducted by the National Judicial College in Bar Harbor, Maine from June 24-27, 2019 at a cost of \$2,114, after applying a \$500 scholarship.

In response to a prior request by the Commissioners to monitor table games revenues from the Casino at Ocean Downs to determine whether to allocate a portion of those additional revenues to the local municipalities to address the casino's impact to the towns, Finance Officer Phil Thompson presented the most current Video Lottery Terminal (VLT) revenue report, which outlines Local Impact Grant (LIG) funds, which includes table games revenues, from the casino's opening through December 2018. Mr. Thompson advised that in 2011 the Commissioners opted to allocate LIG funds to retire the annual debt service for the \$28.1 million Worcester Technical High School (WTHS), which was built in 2008. He stated that annual LIG funds are not sufficient to fully fund the annual debt service. Therefore, he recommended the Commissioners continue to allocate LIG revenues, which include table games, to retire the WTHS debt service in



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four years, after which the Commissioners will have the opportunity to re-evaluate how these funds should be spent moving forward, in accordance with the multi-year plan for the expenditure of LIG funds.

Commissioner Bunting supported allocating table games revenues to help the fire companies and the towns that do not receive LIG funds (Pocomoke and Snow Hill). Commissioner Nordstrom suggested conducting a work session to consider how to allocate future LIG funds. In response to questions from Commissioner Nordstrom, Mr. Thompson confirmed that the County is on schedule to repay the WTHS debt in four years; however, annual LIG revenues fall short of covering the annual \$2.5 million debt service payment, so the County augments the payment with General Fund revenues. In response to comments by Commissioner Purnell, Mr. Thompson confirmed that Berlin, Ocean City, Ocean Pines, and the County receive and allocate LIG funds for infrastructure uses, which is one of the State-approved uses of these revenues. Mr. Shannahan stated that, once the WTHS debt is paid, the Commissioners could reassess their multi-year plan and allocate the funds to address any of the six areas established by State law for use of the funds. Commissioner Nordstrom stated that he hoped the debt could be paid off sooner than four years through accelerated payments.

The Commissioners met with Environmental Programs Director Bob Mitchell and Katherine Munson, Planner V within Environmental Programs, to review two FY20 Rural Legacy Area (RLA) grant applications for the Dividing Creek RLA and the Coastal Bays RLA. Mr. Mitchell explained that, because the County has two RLAs, they are required to indicate which area is preferred for the funding applications, so they alternate preference between the two areas each year. He stated that this year's application process follows that same pattern, stating a preference for the Coastal Bays RLA, as it has not received funding since FY17. He stated that the program is funded through a combination of Department of Natural Resources (DNR) Program Open Space (POS) funds and general obligation bonds and require no County match. These funds are used to purchase perpetual easements, which provide water quality benefits to the Coastal and Chesapeake Bays and the local watersheds. Following some discussion and upon a motion by Commissioner Church, the Commissioners voted 6-1, with Commissioner Elder voting in opposition to authorize Commission President Purnell to sign both the Dividing Creek RLA and the Coastal Bays RLA grant applications, which include a combined total of \$6,046,000 in grant requests, and stating a preference for the Coastal Bays RLA in FY20.

Pursuant to the recommendation of Mr. Mitchell and upon a motion by Commissioner Nordstrom, the Commissioners unanimously authorized Commission President Purnell to sign the Memorandum of Understanding (MOU) between the Maryland Coastal Bays Program (MCBP) and Worcester County Department of Environmental Programs (WCDEP), authorizing the use of WCDEP discretionary funds of \$20,000 for tasks associated with the Center for Watershed Protection's Scope of Work (SOW) for the Coastal Watershed Planning a through i Plans. Mr. Mitchell stated that program partners are working with the Maryland Department of the Environment (MDE) and the Environmental Protection Agency (EPA) regional office to review and revise the a through i Plans.

The Commissioners met with Mr. Mitchell to resume their January 22, 2019 discussions



regarding the revised Section 107, Navigation Improvement Project Partnership Agreement (PPA) between the U.S. Army Corps of Engineers (COE) and the Maryland Department of Natural Resources (DNR), and Worcester County, Maryland for Ocean City Harbor and Inlet Navigation Improvements at the Ocean City Inlet. This item was previously tabled and now includes the changes requested by County Attorney Maureen Howarth. Mr. Mitchell stated that the local project partner funding for the PPA will be derived from DNR Waterway Improvement Funds of \$300,000 and matching County funds of \$300,000 to assist with the project to deepen the Ocean City channel inlet to 16 feet mean low water and the harbor channel to 14 feet mean lower water, and depositing dredged material to an approved nearshore location for the Assateague Island restoration project and placing material dredged from the harbor into a land-based site that the County must first identify. Mr. Mitchell noted that Article IV, Paragraph A of the PPA details the non-federal sponsor share of the project budget of \$1,704,360 and also payment of funds by the non-federal sponsors (State and County) in the event that project costs exceed the Army Corps of Engineers' \$10 million project limit. He concluded that the first installment of \$222,180 in non-federal match funds is due by February 13, 2019.

Following some discussion and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Purnell to sign the revised PPA.

The Commissioners met with Sheriff Matt Crisafulli to review a proposed Addendum to the Public Safety Mutual Aid Agreement between the County Commissioners, the Worcester County Sheriff, and the Town of Snow Hill, for the purpose of providing a temporary agreement as to the authority and terms whereby the Sheriff may appoint an Interim Police Chief of the Snow Hill Police Department (SHPD). Sheriff Crisafulli stated that he has assigned Lieutenant Edward Schreier to serve as SHPD Interim Police Chief for a period of 60 days, from February 4 to April 5, 2019, to cover the absence created by the resignation of former Chief Tom Davis until the Town hires a new full-time Police Chief. He advised that both the Sheriff's Office and Maryland State Police (MSP) have previously appointed Interim Police Chiefs to assist both the Pocomoke Police Department and SHPD. He advised that Lt. Schreier will remain under his authority while serving as Interim Police Chief. He stated that the cost of these services for the base salary of Lt. Schreier is \$16,761.63, which does not include any potential overtime that may be incurred, but that cost will be covered by the Sheriff's Department budget.

In response to a question by Commissioner Church, Sheriff Crisafulli stated that neither the MSP nor the Sheriff's Office have required reimbursement from the requesting agencies in the past, and that he does not recommend doing so in this instance either, as Lt. Schreier will remain under his direct authority and be tasked with Sheriff's Office assignments as well. Commissioner Bunting stated that he could not support the temporary agreement, as it does not include reimbursement from the Town of Snow Hill for this expense. In response to a question by Commissioner Nordstrom, Sheriff Crisafulli explained that the temporary agreement before them today is not precedent setting, as these services have been provided by the MSP and Sheriff's Office to other police agencies in the past. However, he limited the assignment to 60 days to encourage the Town of Snow Hill to seek a replacement in a timely manner. In response to a question by Commissioner Bertino, Sheriff Crisafulli confirmed that this temporary agreement is in the best interest of the Sheriff's Office because the SHPD is an allied agency. Ms. Howarth confirmed that the temporary agreement is the best course of action to take to



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protect the County and County employees from potential liability issues.

Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners voted 6-1, with Commissioner Bunting voting in opposition, to authorize Commission President Purnell to sign the Addendum to the Public Safety Mutual Aid Agreement with the Town of Snow Hill as presented.

Pursuant to the request of Public Works Director John Tustin and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved bid specifications for bituminous concrete for resurfacing approximately 13.59 miles of County roadway, to furnish and apply roughly 12,220 square yards of paving fabric to approximately 1.02 miles of County roadway, and for resurfacing approximately 1.9 miles for the Solid Waste Division, with funds of \$1 million available within the FY19 budget and \$500,000 available in the Assigned Fund Balance, with separate funding of \$175,000 available for resurfacing Central Site Lane for the Solid Waste Division. At Commissioner Mitrecic's request, Mr. Tustin agreed to look at Back Creek Road and Caterpillar Road to be sure these are the roads most in need of repaving.

Commissioners Bunting and Nordstrom temporarily left the meeting.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Elder, the Commissioners unanimously approved bid specifications for the application of slurry seal for resurfacing approximately 12.73 miles of County Roadway. Mr. Tustin advised that funds are available as previously outlined for this expense.

Commissioners Bunting and Nordstrom returned to the meeting.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Church, the Commissioners unanimously agreed to schedule a public hearing on March 5, 2019 to receive public comment on dissolving the Sunset Village Sanitary Service Area (SSA), which has been receiving water service from the Mystic Harbour SSA since obtaining bond funding to connect to Mystic Harbour in 2003. Mr. Tustin advised that the Sunset Village water plant is in excellent condition and produces nearly 100,000 gallons per day (gpd); however, the debt service has been repaid and there is no longer a need for the Sunset Village SSA, and the water treatment facilities are no longer in regular use, but do serve as a backup during periods of high water consumption. Therefore, staff now recommends dissolving the former SSA, while keeping the water plant as an asset of the Mystic Harbour SSA.

The Commissioners met with Mr. Tustin to discuss a proposal to dispose of the Briddletown water plant building. Mr. Tustin reviewed the history of the Briddletown SSA, which has been purchasing bulk water from the Town of Berlin to supply customers since 2012 to address water quality issues. Since the water plant building has remained idles since that time, Mr. Tustin recommended removing it from the County inventory by either turning it over to the Board of Education (BOE) or demolishing it to reduce the SSA's annual operating costs. Upon a motion by Commissioner Bertino, the Commissioners unanimously declared the building to be surplus property and to dispose of this item for other public purposes by gifting it to the BOE or



by demolishing it. Assistant Chief Administrative Officer Kelly Shannahan advised that staff will schedule a public hearing to receive objections, in accordance with County law, if the BOE is interested in acquiring the building.

The Commissioners met with Mr. Tustin to discuss a proposal to dispose of the Nantucket Point/Edgewater Acres water plant building. Mr. Tustin reviewed the history of the SSA, which has been purchasing bulk water from Artesian Water Company in Delaware since 2002. Since the water plant building has only been used for storage, Mr. Tustin recommended removing it from the County inventory by declaring it to be surplus property and offering it for sale.

After some discussion and upon a motion by Commissioner Mitrecic, the Commissioners unanimously directed staff to first contact Artesian Water Company to inquire about a long-term contract for service of the properties within the Nantucket Point/Edgewater Acres SSA and to investigate the value and potential use of the County property before the Commissioners give further consideration to declaring this property to be surplus property.

The Commissioners reviewed a letter from Walid Saffouri, Program Administrator for the Engineering and Capital Projects Program, Office of Budget and Infrastructure Financing for the Maryland Department of the Environment (MDE), announcing that the Ocean Pines Wastewater Treatment Plant is exempt from paying into the Bay Restoration Fund (BRF) during the calendar year 2019. Mr. Tustin advised that this exempts residents in the Ocean Pines Sanitary Service Area (SSA) from paying the monthly \$5.00 charge into the BRF and has saved the SSA and Ocean Pines ratepayers roughly \$5 million since the fee was first exempted in 2005.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Mitrecic, the Commissioners unanimously agreed to appoint Kimberly List to the Commission for Women for a three-year term expiring December 31, 2021, to replace Nancy Fortney whose term expired.

Upon a nomination by the Library Board of Trustees and upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to reappoint Leslie Mulligan to the Library Board of Trustees for an additional five-year term expiring December 31, 2023.

The Commissioners met with Mr. Shannahan to discuss a proposal to send up to 14 staff members and County Commissioners to the National Hurricane Conference in New Orleans, Louisiana from April 22-25, 2019. Mr. Shannahan stated that the regular early registration fee is \$350 per person; however, he hopes to negotiate a group discount of \$50 per person, provided at least 10 County staff are registered. Therefore, the estimated cost of registration, travel, lodging, and meals is \$2,250 per person for 2019. Mr. Shannahan stated that funding is available in the Travel and Training Account to allow up to 14 staff and Commissioners to attend the conference.

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously approved out-of-state travel with funding in the Travel and Training Account to send up to 14 staff members and County Commissioners to the 2019 Hurricane Conference, with a final list of staff members and Commissioners to be determined at a later date.

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Ms. Howarth updated the Commissioners on requests staff have received from several community members to make further revisions to the recently revised Animal Control Ordinance to require pet owners to bring their animals indoors at certain temperatures regardless of whether suitable shelter is available. Ms. Howarth advised that the current law allows animals to be kept outside in cold weather based on certain criteria, such as size and type of fur, and if there is suitable shelter, as defined in the law. She noted that, if suitable shelter is not available and the weather is below 32 degrees Fahrenheit, the animal must be brought indoors. Ms. Howarth stated that, since the new law took effect, Animal Control Officers have responded to 17 complaints for sheltering and tethering. Of those, 15 pet owners complied with the new law and the animals were seized in the other two cases. Chief Animal Control Officer Glen Grandstaff stated that, with all new legislation it took a little time to educate the public to help pet owners better understand and comply with the law. He agreed that the new law as written provides his officers with the language they need to better protect animals. In response to a question by Commissioner Elder, Mr. Grandstaff stated that the language regarding coat requirements was broad enough for them to explain to a pet owner why his rat terrier mix could not be left outside in cold weather and to have that owner willingly comply. Commissioner Bunting thanked Mr. Grandstaff and his staff for the great job they are doing.

Following some discussion and upon a motion by Commissioner Bunting, the Commissioners unanimously agreed that they were satisfied with the new law and further changes were not needed.

The Commissioners answered questions from the press, after which they adjourned to attend lunch at Worcester Technical High School with members of the Board of Education (BOE) and staff, including Superintendent of Schools Louis H. Taylor, who provided them with the State of Our Schools report.

The Commissioners recessed until 6:00 p.m. for their annual dinner meeting with Worcester County volunteer fire company presidents, chiefs, and ambulance captains at the Girdletree Volunteer Fire Company (GVFC).

The Commissioners adjourned to meet again on February 19, 2019.





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TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Tom Perlozzo, Director of Recreation & Parks  
DATE: February 12, 2019  
SUBJECT: Permission for Out of State Travel

This is a request for Kelly Rados, Recreation Program and Marketing Supervisor, to travel out of the State of Maryland to attend the National Association of Sports Commission (NASC) Symposium. The 2019 Symposium is being held in Knoxville, Tennessee on May 6 - 9, 2019. The money was budgeted and approved in account 100.1601.400.7000.100, Travel, Training, & Expense Meeting Conferences and Shows, to cover the cost of this Symposium. This will be the third year that Kelly has attended and the fifth year that our Department has been represented at the Symposium. In the past, both the Director and Kelly attended the conference. However, in an effort to cover additional events we have provided an additional opportunity for Tom Perlozzo this fall. A separate memo is being submitted for this opportunity.

As we are part of Team Maryland, our registration for the symposium is included in the dues that were paid. The total request for Kelly to attend is approximately \$1,275. Last year's cost (s) for two people exceeded \$3,100. The balance will be applied to S.P.O.R.T.S conference in September as stated above. The expenses associated with the conference are as follows:

A. Registration	\$0
B. Lodging	\$ 700.00
C. Flights	\$ 375.00
D. Meals	\$ 200.00
	<u>\$1275.00</u>

Both Ocean City and Wicomico County will be in attendance at this event representing Team Maryland and also the Mid-Atlantic Amateur Sports Alliance (MAASA) organization. Keep in mind last year we secured three (3) new events in 2019 and beyond. They are:

- Tough Mudder** – Cancelled due to location issue. 2020 RFP with new location being submitted
- USA National Softball** – One (1) Event for 2019 and three (3) Events for 2020
- Spartan Race** – October 5, 2019 with option for three (3) year extension

Attending this symposium has been beneficial to Worcester County. We have gained exposure from event owners and tournament organizers through attending the symposium.

Thank you, in advance, for your consideration of this travel request. If you have any questions or need additional information, please contact me at 410.632.2144, ext. 2505

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# SCHEDULE

## 2019 NASC SYMPOSIUM | KNOXVILLE, TN

*Subject to change.*

### SUNDAY, MAY 5

- 3:00 PM - 6:00 PM Registration/Member Services
- 4:00 PM - 5:00 PM 2018-2019 Board of Directors Meeting
- 5:30 PM - 7:00 PM Board of Directors Reception (Invitation Only)

### MONDAY, MAY 6

- 7:00 AM - 1:00 PM Golf Outing\*
- 8:00 AM - 5:00 PM Sports Facilities Summit\*
- Noon - 5:00 PM Registration/Member Services
- Noon - 5:00 PM Exhibitor Move-In
- 2:00 PM - 5:00 PM CSEE Spring 2019 Course\*
- 6:00 PM - 7:00 PM New Member Networking
- 7:00 PM - 10:00 PM Opening Party

### TUESDAY, MAY 7

- 8:00 AM - 5:00 PM Registration/Member Services
- 8:00 AM - 9:00 AM Exhibitor Move-In
- 9:00 AM - 10:45 AM Opening Breakfast – Annual Report/State of the Association/Membership Meeting
- 11:00 AM - Noon Event Overview Appointments



1:45 PM - 2:45 PM	Education Sessions
3:00 PM - 5:00 PM	One-on-One Appointments
5:00 PM - 6:30 PM	Sponsor, Exhibitor & Event Owner Social (Invitation Only)
7:00 PM - 9:00 PM	Women's Basketball Hall of Fame Experience
9:00 PM - 11:00 PM	After Party at Maple Hall

## **WEDNESDAY, MAY 8**

8:00 AM - 5:00 PM	Registration/Member Services
9:00 AM - 10:00 AM	Town Hall: Association Rebranding
10:15 AM - 11:15 AM	Education Sessions
11:30 AM - 1:30 PM	Keynote Luncheon and Awards Presentation
1:45 PM - 2:45 PM	Education Sessions
3:00 PM - 5:00 PM	One-on-One Appointments
5:00 PM - 11:00 PM	Open Evening

## **THURSDAY, MAY 9**

8:00 AM - 5:00 PM	Registration/Member Services
8:00 AM - 9:00 AM	2019-2020 Board of Directors Meeting
9:00 AM - 10:30 AM	One-on-One Appointments
10:45 AM - 11:45 AM	Education Sessions
Noon - 1:30 PM	Closing Luncheon
1:45 PM - 2:45 PM	Education Overtime
3:00 PM - 5:00 PM	One-on-One Appointments
5:00 PM - 8:00 PM	Exhibitor Move-Out
7:00 PM - 10:00 PM	Closing Party

*\*Additional fees apply*





# NASC SYMPOSIUM

MAY 6-9, 2019 KNOXVILLE, TN

[VIEW SCHEDULE](#)

***THE COUNTDOWN HAS BEGUN***

**83**

DAYS

**19**

HOURS

**34**

MINUTES







## ABOUT THE SYMPOSIUM

The NASC Sports Event Symposium is the annual meeting of the National Association of Sports Commissions (NASC), the non-profit trade association for the **sports events and tourism industry since 1992**. Throughout the week, **sports destinations** meet with hundreds of decision-makers responsible for organizing **sports events**.

Grow professionally, exchange ideas, and drive more business at one of the largest gatherings of top executives in the sports events and tourism industry.

**98 %**

98% of attendees recommend the Symposium to a colleague

**1,000 +**

1,000+ attendees including over 100 sports events planners

**92 %**

92% of attendees have a role in decision making

**18,000 +**

18,000+ scheduled appointments at the 2018 Symposium

## IMPORTANT DATES

**APPOINTMENTS CAN'T BE GUARANTEED IF NOT REGISTERED BY MARCH 22**

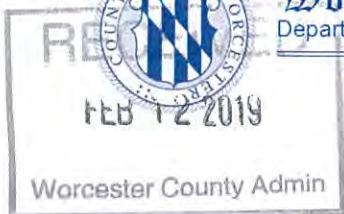
**ONE-ON-ONE APPOINTMENT PORTAL OPENS**

*March 27, 2019*

**ONE-ON-ONE APPOINTMENT PORTAL CLOSES**

*April 17, 2019*

^S



TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Tom Perlozzo, Director of Recreation & Parks  
DATE: February 12, 2019  
SUBJECT: Permission for Out of State Travel



This is a request for Tom Perlozzo, Director of Recreation & Parks, to travel out of the State of Maryland to attend the S.P.O.R.T.S. Relationship Conference. The 2019 Conference is being held in Panama City Beach, Florida on September 9 - 12, 2019. In the FY20 budget, we have proposed for funds in account 100.1601.400.7000.100, Travel, Training, & Expense Meeting Conferences and Shows to cover the cost of this conference.

We will need to register for this conference in advance. There are funds in the FY19 budget, account 100.1601.400.7000.100, Travel, Training, & Expense Meeting, Conferences and Shows to cover this expense. In the past we have sent two staff members to the NASC Symposium and are only proposing to send one this year.

The total request for Tom to attend is approximately \$2,890. The expenses associated with the conference are as follows:

A. Registration	\$1395.00
B. Lodging	\$ 920.00
C. Flights	\$ 375.00
D. Meals	<u>\$ 200.00</u>
	\$2890.00

Both Ocean City and Wicomico County will be in attendance at this event representing Team Maryland and also the Mid-Atlantic Amateur Sports Alliance (MAASA) organization.

Attending this conference will be beneficial to Worcester County. The S.P.O.R.T.S. Relationship Conference is an exclusive and space-limited event designed to bring together sports event owners and rights holder with host organizations. The one-on-one appointments are twice as long as most other industry conferences allowing quality face-time to generate real business.

Thank you, in advance, for your consideration of this travel request. If you have any questions or need additional information, please contact me at 410.632.2144, ext. 2505



## WHAT IS S.P.O.R.T.S.?

S.P.O.R.T.S. The Relationship Conference is an exclusive and space-limited event designed to bring together sports event owners and rights holders with host organizations and sports-industry suppliers. Our unique format and limited number of supplier participants inspire the development of warm friendships and lasting new relationships which, we believe, is the most effective formula to ensure the results you most want to achieve—namely learning, sharing, enjoying and developing enduring sports business connections. S.P.O.R.T.S. also offers pre-qualified, one-on-one appointments that are twice as long as those at similar industry events—two components we believe are key to generating real business and getting the most out of your conference experience!



## THE "BOUTIQUE" S.P.O.R.T.S. EXPERIENCE

When it comes to building relationships, we believe that less means more. So we limit the number of supplier attendees while hosting nearly the same number of rights holders as other industry events. Our three-to-one ratio ensures you unparalleled access to the industry's top sports event planners.



### QUALITY & QUANTITY

At S.P.O.R.T.S. you'll relish in the relaxed format and intimate setting which inspire the development of warm friendships and lasting business relationships. But bring plenty of business cards, because with 60-75 event planners on site, there will be a wealth of sports opportunities to close.

### EXCLUSIVE & INCLUSIVE

By limiting the number of supplier attendees, S.P.O.R.T.S. offers you lengthy pre-scheduled, fully qualified appointments that are a full 15 minutes long. And with eight full hours of appointment sessions over the course of two days, you'll have plenty of time to share your story.



### SURPRISE & DELIGHT

Whether it's clocking 200 mph around a speedway, racing wooden schooners or rowing dragon boats, there's always surprising and relationship building activities at S.P.O.R.T.S. Want to know what you'll get into in Winston-Salem? Expect the unexpected. Come and see!

### BOUTIQUE SERVICE

Our professional, warm and welcoming staff takes personal service to a whole new level, meaning your conference experience will simply be exceptional.



## WHO ATTENDS?

**SPORTS EVENT  
OWNERS & RIGHTS  
HOLDERS**

**DESTINATIONS &  
INDUSTRY  
SUPPLIERS**



## TENTATIVE AGENDA

### Monday, September 9, 2019

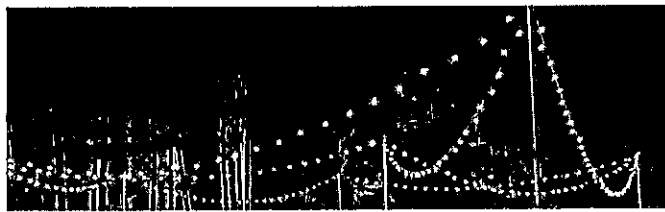
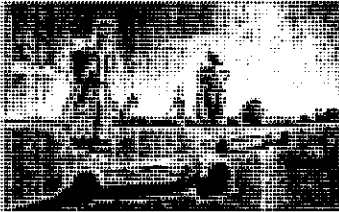
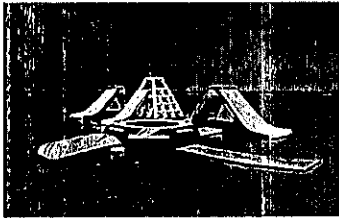
- Registration Desk Opens
- Optional Activities
- S.P.O.R.T.S. Annual Golf Scramble
- Opening Reception

### Tuesday, September 10, 2019

- Breakfast / Panel Discussion
- One - on - One Appointments
- Opening Luncheon
- One - on - One Appointments
- Networking Reception
- Take A Prospect To Dinner
- After Hours

### Wednesday, September 11, 2019

- Breakfast / Panel Discussion
- One - on - One Appointments
- Grand Annual Luncheon
- One - on - One Appointments
- Closing Reception



**SPONSOR:**  
To become a sponsor, contact  
Shelle Kichler or Kelsey Carpenter  
(251) 968-5329



**EVENT OWNERS & RIGHTS HOLDERS:**  
Sports events planners contact  
Carrie O'Connor  
(251) 968-0482

**PRESENTED BY:**  
MEDIA GROUP  
**SportsEvents**

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3

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
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ANTHONY W. BERTINO, JR.  
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JOSHUA C. NORDSTROM

OFFICE OF THE  
COUNTY COMMISSIONERS

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND  
21863-1195

February 13, 2019

To: Harold Higgins, Chief Administrative Officer  
Worcester County Commissioners

From: Kim Reynolds, Senior Budget Accountant *K Reynolds*

Subject: CDBG Grant: Diakonia Shelter Renovations

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A bid opening was held on Monday, February 4<sup>th</sup> for the Diakonia Shelter Renovation which is being funded by Community Development Block Grant # MD-19-HI-2. Bids were received from two paving contractors as follows:

N. R. Harrison - \$17,400 \_\_\_\_\_ *Page 3*  
ANA General Contractors, LLC - \$47,750 \_\_\_\_\_ *4*

After reviewing bids with Diakonia, Inc., it is my recommendation that the Commissioners accept the bid from N.R. Harrison in the amount of \$17,400 as low bidder. A copy of the competitive bid worksheet and the bid quotes are attached for your review.

CDBG has granted vendor estimates for the commercial laundry appliances portion of the project. Attached are three quotes for delivery and installation of a commercial washer and dryer as follows:

*Page*  
Hynes & Waller, Inc. - \$2,997.50 \_\_\_\_\_ *6*  
Palmer's Appliances - \$1,598.00 \_\_\_\_\_ *7*  
Delaware Appliance - \$1,788.00 \_\_\_\_\_ *8*

After reviewing quotes with Diakonia, Inc., it is my recommendation that the Commissioners accept the quote from Palmer's Appliances in the amount of \$1,598.00 as lowest quote.

Please review the attached updated Request for Proposal package for the Diakonia, Inc. Shelter Renovation Project for the items that did not receive any bids on February 4th. These items will need to be approved for advertising and placed into Worcester County's competitive bidding process.

*see p. 9*

# Competitive Bid Worksheet - Diakonia Shelter Renovations

Bid Deadline/Opening Date: 1:00 P.M., Monday, February 4, 2019

Bids Received by deadline = 3

### Vendor's Submitting Bids

	Harrison Paving? 7530 Stanton Ave Salisbury, Md 21801	Unknown <i>SIMMONS ELECTRICAL SERVICES LLC</i>	ANA General Cont 11615 Coastal Hwy Ocean City, MD 21842	Vendor 4	Vendor 5
<b>Scope of Work</b>					
<b>A. Parking Lot &amp; Driveway Paving</b>	\$17,400		\$47,750		
<b>B. Property Site Signage</b>					
<b>C-1. Siding - Building 1</b>					
<b>C-2. Roofing - Building 1</b>					
<b>D. Roofing - Building 2</b>					
<b>E. Deck, Ramps, Steps &amp; Railing</b>					
<b>F. 2<sup>nd</sup> Floor Men's Bathroom - Bldg 1</b>					
<b>G. Kitchenettes</b>					
<b>H-1. Flooring - Building 1</b>					
<b>H-2. Flooring - Building 2</b>					
<b>I. Laundry Equipment</b>					
<b>J. Lockers</b>					
<b>K-1. Electrical - Building 1</b>		\$4859			
<b>K-2. Electrical- Building 2 - 2<sup>nd</sup> Floor</b>		\$3267			
<b>K-3. Electrical- Building 2 - 1st Floor</b>		\$3760			
<b>K-4. Electrical - Site Electric</b>		\$1,205 <i>Plumbing Other Contractors</i>			
<b>Total Quote</b>		\$13,091			



Commercial

RESIDENTIAL

**N. R. HARRISON  
CONTRACTOR**



**7530 Stanton Ave.  
Salisbury, MD 21801  
410-742-0359  
FAX: 410-860-9818**



**MHIL 1516**

Date Jan. 29, 2019

Diakonia, Inc.  
12747 Old Bridge Rd.  
Ocean City, MD

**I, Naylor Harrison the contractor, will supply all the necessary labor and materials for the completion of this job unless there are other terms which will be stated in this contract.**

**I, the contractor, will do the following work and use the following materials to start and complete the job:**

Grade ,level and prepare base.

Install 3 to 3 1/2 inches of blacktop.

Roll to a suitable compaction.

TOTAL COST: \$17,400.00

This blacktop job is for the total cost of \$ 17,400.00. There will be a required deposit of \$ \_\_\_\_\_ and the balance to be paid in full on the date of \_\_\_\_\_.

**DUE TO THE RISING COST OF FUEL, MATERIALS AND LABOR, I RESERVE THE RIGHT TO ADJUST ALL FINAL BILLS ACCORDINGLY.**

**No Guarantees against: ANY GRASS OR VEGETATION GROWTH, 100 PER CENT WATER DRAINAGE, DAMAGE CAUSED BY OIL AND GAS SPILLS, TIRE MARKS, SEAMS IN BLACKTOP OR ANY OTHER UNNATURAL CAUSES.**

\_\_\_\_\_  
**CONTRACTOR, NAYLOR HARRISON**

\_\_\_\_\_  
**CUSTOMER**



# ANA General Contractors, LLC

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Don Jenkins  
ANA General Contractors, LLC  
11615 ½ Suite "H" Coastal Hwy,  
Ocean City MD 21842  
Date: 2/4/19

To,  
Board of Directors,  
Diakonia Inc Shelter Renovations  
Worcester County MD

Please see the below itemized price for Scope A Parking Lot and Driveway Paving work only at 12747 Old Bridge Road, West Ocean City MD 21842.

- Regrade existing gravel parking lot and driveway to drain to existing storm water management facility and add sub base as needed. \$ 16,000.00
  - Paving parking lot and driveway with a minimum of 3 to 3% inches of Asphalt. \$ 30,750.00
  - Stripe Lot to Worcester County Parking Specifications. \$ 1,000.00
  - Includes (1) handicapped parking sign.
- Total:- \$ 47,750.00

Thank you for giving us this opportunity. We look forward to hearing from you.

Sincerely,

ANA General Contractors, LLC

Member 



MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT  
VENDOR/COST DOCUMENTATION FORM

Description of needed service or product: DIARONIA need to upgrade  
laundry facilities used by guest that  
will with stand excessive use.

Quote #1:

Name of vendor: Hynes & Waller

Address: 16600 Trade Zone Ave.

Phone #: 301-249-9421

Quoted Price: \$ 2,977.50 Date: 2/6/19

Quote #2:

Name of vendor: Palmer Appliance

Address: 121 N. MAIN Street Berlin MD 21811

Phone #: 410-641-2211

Quoted Price: \$ 1,598 Date: 2/7/19

Quote #3:

Name of vendor: Delaware Appliance

Address: 34164 Du Pont Blvd #1 Frankfort DE 19945

Phone #: 877-772-3456

Quoted Price: \$ 1,788 Date: 2/8/19

Selected Vendor: \_\_\_\_\_

Reason for Selection: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Person Completing Form: Quedia Nag

Date: 2/8/19

# Hynes Waller, Inc.

Since 1923  
Commercial Laundry Systems

## Quotation

Quote Number: 16413  
Quote Date: Aug 28, 2018  
Page: 1

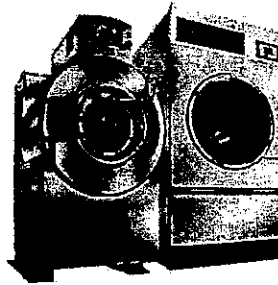
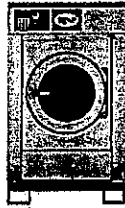
### Main Office

16000 Trade Zone Avenue  
Buildings 403-404-404-B  
Upper Marlboro, Maryland 20774

Voice: 301-249-9421

Fax: 301-249-9425

Web: [www.hynesandwaller.com](http://www.hynesandwaller.com)



# Unimac

SERIOUS ABOUT LAUNDRY.

## OPTidry™

Over 80 Years of Innovation, Technology & Expertise

Quoted To:
Susan Blaney Diakonia 12747 Old Bridge Rd. Ocean City, MD
Email: <a href="mailto:susan@diakoniaon.org">susan@diakoniaon.org</a>
Voice: 410-213-0923
Fax:

Ship To:
Diakonia 12747 Old Bridge Rd. Ocean City, MD

Customer ID		Payment Terms	Sales Rep	
4DIAK1		25% Deposit, Net Completion	Justin	
Quantity	Item	Description	Unit Price	Amount
1.00	^^UFNE5BJP115TW01	Model#UFNE5BJP115TW01 Unimac Commercial Home Style Front Load Washer. ADA Compliant, 120/60/1, Stainless Steel Basket, Front Controls. S/N:	1,819.50	1,819.50
1.00	^^UDEE5BGS173CW01	Model#UDEE5BGS173CW01 Unimac18lb. Commercial Electric Dryer. 240/60/1, Manual Push To Start Controls, White Color. S/N:	708.00	708.00
1.00	Delivery "A"	Delivery & Installation to Existing Utilities Located Behind Machines. *Quoted as no steps, fitting through all doorways.	350.00	350.00

### Acceptance:

We understand and accept the terms and conditions set forth in this quotation. Hynes & Waller, Inc. will order, deliver and install equipment to existing utilities at the rear of machines. Hynes & Waller, Inc. has the right to replevey all equipment for non-payment of invoice. 3% charge will apply for invoices over 500.00 paid with credit cards. Please include account number, invoice number with your payment.

Subtotal	2,877.50
Sales Tax	
Freight	100.00
Total	2,977.50

Customer Signature \_\_\_\_\_

Date: \_\_\_\_\_

**Thank You For Your Business**



**Palmer's Appliances**  
**121 N. Main St**  
**Berlin, MD 21811**  
**410-641-2211**

**Estimate**

Date	Estimate #
2/6/2019	Whirl

Billing Address
Diakonia, Inc 12747 Old Bridge Rd Ocean City, MD 21842

Installation Address
Diakonia, Inc 12747 Old Bridge Rd Ocean City, MD 21842

Description	Qty	Total
CAE2795FQ Whirlpool® Commercial Top-Load Washer, Non-Vend - White		799.00
CEM2795FQ Whirlpool® Commercial Electric Super-Capacity Dryer, Non-Coin - White		799.00
Price include delivery and hook-up. We will remove the old units.....		
Prices are good for 30 Days		<b>Total</b> \$1,598.00



34164 DuPont Blvd. Unit 1  
P.O. Box 640  
Frankford, Delaware 19945

Phone: 302-732-3456, Toll Free: 877-772-3456,  
Fax: 302-732-3668, sales@delawareappliance.com

## PROPOSAL

Submitted To Diakonia OC Org Phone: 410-213-0923  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
Date: 2/8/19  
Email: claudia@diakoniaoc.org (Claudia) Job: \_\_\_\_\_

We respectfully submit the following products and pricing for your consideration: \_\_\_\_\_

Washer		
Speed Queen	TR3000WN	\$ 939
Electric Dryer		
Speed Queen	DR3000WE	\$ 849

EIN#52138137

Proposed pricing includes products listed, delivered to your jobsite, uncrated, set in place, with all trash removed. Delivery is contingent upon readily accessible jobsite with a lift or other safe means provided by customer for access to upper floors if necessary. Final installation of any Built-In appliance is the responsibility of builder, contractor, or consumer unless otherwise specified here. MD sales tax will be charged for merchandise delivered in MD. Appliances are brought in as a *SPECIAL ORDER* and not returnable. Terms: 1/3 deposit at time of order, balance due upon delivery. Invoice must be paid in full for merchandise to be held in Delaware Appliance warehouse. Accounts past due beyond 30 days are subject to 1.5% monthly interest, collection costs, court costs, and Attorney fees if necessary.

Total Proposal: \_\_\_\_\_ Ship Date: \_\_\_\_\_

This proposal is in effect for deliveries within 90 days of last date printed above. Products and pricing contingent on availability and pricing from manufacturers and subject to change.

Respectfully submitted Mark Lathbury  
Accepted By: \_\_\_\_\_  
Date: \_\_\_\_\_



# DRAFT

## NOTICE TO BIDDERS Request for Proposals

### Diakonia, Inc. Shelter Renovations Worcester County, Maryland

The Worcester County Commissioners are seeking proposals from qualified contractors for shelter renovations at Diakonia, Inc. in which contractors will provide all labor, materials and permitting for a number of repairs outdoors including siding and roofing, deck, ramps, steps and railing replacement. Repairs indoor include bathroom renovation, kitchenettes, flooring, laundry equipment, lockers and electrical work. Requests for Proposals (RFPs) are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at [www.co.worcester.md.us](http://www.co.worcester.md.us), or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. Interested contractors are encouraged to attend a **pre-proposal meeting on Wednesday, March 6, 2019 at 10:00 AM** onsite at **12747 Old Bridge Road, Ocean City, Maryland 21842**. For directions and details, contact Mr. Mike Diffendal, Board of Directors, Diakonia, Inc. [mthomasdiffendal@comcast.net](mailto:mthomasdiffendal@comcast.net) . **Sealed proposals will be accepted until 1:00 PM, Monday, March 25, 2019** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Proposal for Diakonia, Inc. Shelter Renovations**" in the lower left-hand corner. Email submissions will not be accepted.

The project is to be funded by the Community Development Block Grant (CDBG) Program and is thus subject to all applicable Davis Bacon Wage Rates, Equal Opportunity and Civil Rights guidelines. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the proposal, the Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to take whatever proposal they determine to be in the best interest of the County considering lowest or best proposal, proposal content, qualifications of the contractor, time of delivery or completion, responsibility of contractors is being considered, previous experience of contractors with County contracts, or any other factors they deem appropriate.

All inquiries regarding the proposal shall be directed to Diakonia, Inc. Board Member Mike Diffendal at 410-726-7016.

REQUEST FOR PROPOSAL  
FOR THE  
DIAKONIA, INC. SHELTER RENOVATIONS  
AT

DIAKONIA, INC.  
12747 OLD BRIDGE ROAD  
OCEAN CITY, MARYLAND 21842

**Bid Submission Checklist**

- \_\_\_\_\_ Contractor Qualification Form
- \_\_\_\_\_ Section 3 Compliance Bid Form (if applicable)
- \_\_\_\_\_ Contractor Statement of Assurances and Certifications
- \_\_\_\_\_ Conflict of Interest Disclosure (Contractor\*)
- \_\_\_\_\_ Bid Form – on your company letterhead using Worcester County Government format
- \_\_\_\_\_ Scope of Work with Line Item Breakdown – all lines completed and total price
- \_\_\_\_\_ Signed Bid Submission Checklist

---

Signature

Date

Please check off items submitted above, sign and include this checklist with your submission package. Bids submitted with no Contractor Qualification form may not be considered.



**WORCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACTOR  
QUALIFICATION FORM**

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Federal ID or DUNS # \_\_\_\_\_

Insurance Company, Agent & Coverage \_\_\_\_\_

List any Licenses Currently Held:

MHIC Number	Exp. Date
-------------	-----------

Other Licenses	Exp. Date
----------------	-----------

MDE Lead Cert	Exp. Date
---------------	-----------

EPA Lead Cert	Exp. Date
---------------	-----------

Trade Reference:

Name	Phone #
------	---------

Is contractor in a State of Bankruptcy?      \_\_\_ Yes      \_\_\_ No

Is contractor on HUD's Debarred list?      \_\_\_ Yes      \_\_\_ No

Is contractor any of the following? (Not required to qualify)

\_\_\_ Minority Business Enterprise

\_\_\_ Women's Business Enterprise

\_\_\_ Disadvantaged Business Enterprise

\_\_\_ Section 3 Employer

**ATTENTION: THIS BID FORM MUST BE REPRODUCED ON YOUR COMPANY LETTERHEAD AND BE SUBMITTED WITH YOUR BID PACKAGE. ALL PAGES OF WORK SCOPE WITH LINE ITEM PRICING DETAIL MUST BE INCLUDED. ANY MISSING INFO OR WORDING MAY DISQUALIFY YOUR BID. THE BID PACKAGE IS ALSO AVAILABLE ON-LINE AT [www.co.worcester.md.us](http://www.co.worcester.md.us)**

**BID FORM**

**\*must be signed to be valid**

**Property location: Diakonia, Inc.  
12747 Old Bridge Road  
West Ocean City, MD 21842**

I have reviewed the specifications and provisions for renovation work on the above referenced property and understand said requirements. I hereby propose to perform this work for the total price of:

Scope A – Signage:	\$ _____
Scope B – Siding & Deck, Ramp:	\$ _____
Scope C – Roofing - Building 1 & 2:	\$ _____
Scope D – Bathroom, Flooring & Lockers:	\$ _____
Scope E – Kitchenettes:	\$ _____
Scope F – Electrical - Building 1 & 2:	\$ _____

**Total Quote: \$ \_\_\_\_\_**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number(s)

\_\_\_\_\_  
MHIC License #      Expiration Date

**1. INTRODUCTION:** The County Commissioners of Worcester County, Maryland in conjunction with Diakonia, Inc. is seeking bids for critical building repairs in a design build scenario in which contractors will provide all of the labor, materials, permitting and inspection for a number of repairs to include storm water management facility upgrades, asphalt paving, a new exterior shed, new lighted exterior signage, upgraded security lighting, exterior door repairs, replacement of existing decks and handicapped ramps and railings, replacement of existing siding and roofing, upgraded laundry facilities, conversion of two small bathrooms into a handicapped bathroom, upgrades to life safety equipment, replacement of existing kitchenette's with new kitchenettes, replacement of various flooring and upgrades to interior lighting. This project must be completed by September 30, 2019.

**Owner:** Diakonia, Inc. 12747 Old Bridge Road, West Ocean City, MD 21842 will act as the construction manager/coordinator for this project which will be completed in one phase while the building is occupied. This Request for proposal will be used by the owner to select qualified and experienced contractors to work within the constraints of the owners 24/7 operating requirements.

**2. PROJECT OBJECTIVES AND SCOPE:** Diakonia, Inc. is seeking to upgrade two buildings, one of which was constructed in 1932 and the other in 2001. These buildings provide emergency housing for 40 men, women and children as well as dining and food preparation facilities and a heavily used food pantry for the community.

The scopes of the various items are noted below on an item by items basis:

**A. PROPERTY SITE SIGNAGE:**

- Remove existing sign.
- Install new 48" x 32" sign on two white posts with ball tops
- Bid cans be either:
- Sandblasted cedar sign and painted with Diakonia Logo and address or Komacel UV Ink and laminated print with Diakonia Logo and address.
- Diakonia will be responsible for permits.

\*Note: Sign will be lighted by project electrician.

BID AMOUNT \$ \_\_\_\_\_



**B. SIDING AND DECK, RAMPS, STEPS AND RAILING REPLACEMENT**

\*Contractor to obtain any necessary permits and responsible for inspections.

Siding:

- Remove all existing siding, soffit and fascia and replace any rotten or damaged wood.
- Install Tyvek house wrap to all sidewalls and gables and tape seams.
- Install Tamko moisture wrap around all windows and doors.
- Install all vinyl trim to accommodate new siding.
- Install White CertainTeed Insulated Siding on all sidewalls.
- Install White CertainTeed vented soffit in eaves and solid in gable over hangs.
- Install White aluminum trim coil to eave and gable fascia.
- Dispose of all debris.

Deck, ramp, steps and railing replacement:

- Remove and dispose of existing decks, ramps, steps and railings on both buildings.
- Replace decks, steps and railings with Trex Composite Decking and Vinyl White Railing.
- Decking Color is Clam Shell.
- Contractor to replace any deficient stringers on decks or ramps.
- All replacement decking, steps, ramps and railing will conform to Worcester County Building Code Requirements.
- Contractor to obtain any necessary permits Contractor is responsible for disposal of materials.

BID AMOUNT \$ \_\_\_\_\_

C. ROOFING: BUILDING ONE & BUILDING TWO

\*Contractor to obtain any required permits and responsible for inspections.

Roofing: building one

- Remove one layer of asphalt shingles.
- Install GAF Weather Watch Leak Barrier in all valleys, eave locations and all roof penetrations.
- Install GAF Tiger Paw underlayment on roof deck.
- Install white ODE drip edge.
- Install GAF Timberline American Harvest HD AR shingles.
- Install GAF Cobra Ridge Vent into existing locations.
- Install new pipe collars for all roof penetrations.
- Install GAF Seal A Ridge hip and ridge caps on all peaks and hips.
- Remove all debris from site.

Roofing: building two

- Remove one layer of asphalt shingles.
- Install GAF Weather Watch Leak Barrier in all valley and eave locations.
- Install GAF Tiger Paw underlayment on roof deck.
- Install new white ODF Drip edge where necessary.
- Install GAF Timberline HD AR Shingles.
- Install one GAF thermostatic attic fan with humidistat.
- Install new pipe collars.
- Install GAF Seal a Ridge hip and ridge caps.
- Remove all debris from site.

BID AMOUNT \$ \_\_\_\_\_

#### D. BATHROOM RENOVATION, FLOORING, LOCKERS

##### Second floor men's bathroom renovation: building one

- Demolish two existing bathrooms to convert into one ADA bathroom and reconstruct the bathroom (to include framing and drywall, rough in and all plumbing).
- Install new ADA approved sinks, toilets, wall hung urinal and 60" tub or shower at the customer's option.
- Install one mirror above sink and install one exhaust fan.
- Paint Bathroom

\*electric will be installed by others.

\*Contractor to obtain any necessary permits and responsible for inspections. All construction must be ADA compliant.

##### Flooring: building one

- Vinyl Flooring to be removed on existing stairs to second floor and all bedrooms, hallways and bathrooms on the second floor.
- New flooring will be equal to Supply LVP Coretec Pro Plus.
- All areas to be trimmed in white quarter round molding with coordinating transitions.
- Will include floor leveling where necessary.
- Will include the disposal of existing flooring, removal and replacement of furniture and resetting of one toilet.

##### Flooring: building two

- Vinyl flooring, carpet and padding to be removed in common area, kitchen, back office, three (3) bathroom and three (3) bedrooms on the second floor.
- New flooring will be equal to Supply LVP Horizons.
- All areas to be trimmed in white quarter round molding with coordinating transitions.
- Will include floor leveling where necessary.
- Will include the disposal of existing flooring removal and replacement of furniture and resetting of three (3) toilets.

##### Lockers:

- Supply and install twenty-five (25) gray metal lockers for Building One and Building Two.
- Lockers to be 15" wide by 21" Deep by 72" High and lockable.

\*Location to be determined

BID AMOUNT \$ \_\_\_\_\_



E. KITCHENETTES

\*Contractor is to obtain any necessary Worcester County Permits.

- Remove existing Kitchenette if necessary.
- Supply and install new kitchenette consisting of two (2) base cabinets, two (2) wall cabinets, laminate counter top, faucet, sink and toe kick for five (5) units.
- Units to be of all plywood construction.
- Included in the bid will be re-plumbing sink and faucet and installing new laminate counter top.
- Colors to be selected by Diakonia, Inc.
- Disposal of existing kitchenette units.

BID AMOUNT \$ \_\_\_\_\_

## F. ELECTRICAL

\*Electrical Contractor to obtain all Worcester County Permits.

### Building One:

- Remove and replace four (4) existing coach light with four (4) commercial
- L.E.D. wall packs.
- Coordinate with Power Company to replace old service with new feed and one meter.
- Add service to feed power to new exterior site sign which will operate on a photo cell.
- Add life safety exit signage on interior of building.
- Disconnect power to second floor bath renovation and rewire new bathroom.
- Supply new second floor bathroom fan/light, new shower L.E.D. light and One (1) new GFI receptacle.

### Building Two: First Floor

- Disconnect first floor water heater and run new 50 amp circuit for new electric insta-hot.
- Remove three (3) incandescent recess trim lights and install three (3) new incandescent recess trim lights.
- L.E.D. trim lights on the front porch.
- Add four (4) additional L.E.D trim lights on front porch for addition lighting.

### Building Two: Second Floor

- Remove existing florescent lights and install twelve (12) new L.E.D. can lights.
- Remove existing ceiling fans and install four (4) new ceiling fans with light kits.
- Install four (4) emergency battery pack exit signs with remote heads and emergency lights.
- Repair existing lights in storage area that have bad ballast.
- Remove two (2) flood lights and replace with two (2) new L.E.D. flood lights.

### Site Electric

- Remove existing dusk to dawn pole light and replace with a new L.E.D. exterior pole light with photocell.
- Electrical Contractor to remove and dispose of all debris.

BID AMOUNT \$ \_\_\_\_\_

- 3. FUNDING:** This project has been funded through two funding sources consisting of a pass through grant to the County Commissioners of Worcester County, Maryland from The Department of Housing and Community Development in the amount of **Two Hundred Seventy Six Thousand One Hundred Twenty Eight Dollars (\$276,128.00)** and Diakonia, Inc. funds which have already been assigned.

**Community Development Block Grant Program:** The County Commissioners of Worcester County, Maryland has been awarded **Community Development Block Grant (CDBG – Federal)** funding for this project. The contractor and any subcontractors shall be responsible for compliance with federal regulations associated with the CDGB grant, including, but not limited to, Davis-Bacon wage requirements. The **Federal Labor Standards Compliance** information is included with and incorporated into this RFP in Appendix “A” of this RFP.

Appendix “A” includes:

- Federal Labor Standards Provisions – HUD Form 4010 (5 Pages)
  - Section 3 Clause; Section 3 Bid Form; Certification Procedures; Sample (5 Pages)
  - Contractor Statement of Assurance and Certifications (2 Pages)
  - Wage Decision No. MD190010 Date 1/04/19 (5 Pages)
  - Copy of Blank Independent Contractor’s Agreement (9 Pages)
- 4. GENERAL DESCRIPTION OF PROPOSAL SUBMITTAL, EVALUATION, AND SELECTION PROCESS:**
- The contractor shall carefully review and submit a proposal that is considered to be eligible and addresses the scope of work.
  - Worcester County Government and Diakonia, Inc. will determine if the submittal meets the scope. Worcester County Government and Diakonia, Inc. may ask for further information if desired.
  - The County Commissioners of Worcester County, Maryland will award the contracts.
- 5. PROPOSAL EVALUATION CRITERIA:**
- The experience and qualifications of the contractor.
  - Contractors schedule for commencing and completing the work.
  - The lump sum cost.
- 6. FINANCIAL PROPOSAL:** The contractor shall provide a fixed lump sum price for completion of the work.



## 7. TERMS AND CONDITIONS:

- Neither the RFP nor The County Commissioners of Worcester County, Maryland consideration of any proposal shall create a contractual obligation. The County Commissioners of Worcester County, Maryland makes no promise whether it will enter into an agreement with the contractor or the manner that it will consider proposals.
- The County Commissioners of Worcester County, Maryland reserves the right to accept or reject any or all proposals or to negotiate separately in any manner necessary to serve the best interests of the County Commissioners of Worcester County, Maryland and Diakonia, Inc.
- The County Commissioners of Worcester County, Maryland will not discriminate against any contractor because of race, religion, color, sex national origin, age, disability or any other basis prohibited by State or Federal law relating to discrimination in employment.

## 8. INSTRUCTIONS FOR PROPOSAL SUBMISSION:

- Proposals are to be submitted in sealed envelopes with contractor's name and address on the envelopes. Any questions concerning the requirements on the RFP should be directed via email to: [mthomasdiffendal@comcast.net](mailto:mthomasdiffendal@comcast.net)
- Original proposals must be delivered to: The County Commissioners of Worcester County, Maryland  
Government Center 1 W Market Street, Room 1103  
Snow Hill, Maryland 21863
- **A pre-proposal meeting will be held on March 6<sup>th</sup>, 10:00 AM at 12747 Old Bridge Road, Ocean City, Maryland 21842.** At this time the specific individual specifications will be reviewed and distributed in writing to interested contractors.
- **Sealed Bids will be accepted until 1:00 PM local time on Monday, March 25th, 2019.** Requests for extensions will not be granted.

# APPENDIX A

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 COMPLIANCE BID FORM

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Type of Business:    \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Sole Proprietorship \_\_\_ Other

Business Activity: \_\_\_\_\_

\_\_\_\_\_ I am certified as a Section 3 Business. I have attached a Section 3 Business Certification.

OR

\_\_\_\_\_ I will subcontract 25% of the contract amount to one or more certified Section 3 Business. I have attached Section 3 Business Certifications for selected subcontractors.

OR

\_\_\_\_\_ I anticipate hiring \_\_\_\_\_ new employees under this contract, if awarded. I understand that if any new hires are required under this contract, I will need to comply with Section 3 hiring requirements.

I attest that the above information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SECTION 3 SELF-CERTIFICATION  
Worcester County, Maryland**

Section 3 of the Housing and Urban Development Act of 1968 requires recipients of federal Community Development Block Grant (CDBG) funds to make efforts to provide employment and other economic opportunities for low and very low income persons living in the county where funds are awarded. Applicants for employment are required to complete this self-certification to determine if they qualify as a Section 3 Person.

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Total number of persons living in your household: \_\_\_\_\_

Do you reside in public housing funded by the federal government? \_\_\_\_\_

Do you receive housing assistance funded by the federal government? \_\_\_\_\_

Annual Household Income:

Total gross annual household income associated with you and the combined members of your household includes:

- All wages, salaries, tips, commissions, etc.: (except income from the employment of children, including foster children, under the age of 18; or full-time college students who may be over 18)
- Net Income from a business: including, self-employment, proprietorships and partnerships;
- Interest, dividends, net rental income, or income from estates or trusts;
- Supplemental Security Income (SSI), Aid to Families with Dependent Children, Temporary Assistance to Needy Families, or other public assistance or public welfare programs;
- Social Security, retirement income, pension income, survivor or disability income, insurance income; and
- Any other source of income received regularly, including but not limited to: Veterans' (VA) payments, unemployment and/or disability compensation, alimony, child support, etc.

Based on the information provided above and using the 2018 HUD Income Limits for Worcester County, please circle the category that best describes the total income of your household.

**2018 HUD Income Limits for Worcester County, Maryland**

Household Size	1 Person	2 People	3 People	4 People	5 People	6 People	7 People	8 People
(0-30% of median)	15,200	17,400	19,550	21,700	23,450	25,200	26,950	28,650
(30-50% of median)	25,350	28,950	32,550	36,150	39,050	41,950	44,850	47,750
(80% of median)	40,500	46,300	52,100	57,850	62,500	67,150	71,750	76,400

**Applicant Certification:** I certify that the information that I have given is accurate and complete to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Section 3 Certification Procedures:**

Employer is to submit completed Section 3 Self-Certification form for each person to be hired by \_\_\_\_\_ in Worcester County. Form must be submitted before person is hired.

The grantee's review has determined that the person to be hired qualifies as a Section 3 person based on:

- Verification that they reside in public housing
- Verification that they receive federal housing assistance
- A total gross household income less than 50% of the County's area median income

The grantee has determined that the person does not qualify as a Section 3 Person.

**Additional Comments/Concerns:**

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**Grantee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Maryland Community Development Block Grant Program  
Contractor Statement of Assurances and Certifications**

The contractor hereby assures and certifies that he/she will comply with the following requirements in the event that this bid is accepted. The contractor:

1. has reviewed the Federal Labor Standards Provisions, **Form HUD-4010**, and agrees to abide by all of the requirements, as they apply to the contract at hand;
2. will take reasonable steps to comply with the Section 3 provisions as they relate to hiring new workers and/or businesses for all contracts in excess of \$100,000 - 24 CFR § 135.32;
3. assures that if the contract exceeds \$10,000, reasonable steps will be taken to comply with the Equal Employment Opportunity provisions;
4. has not been declared ineligible from receiving Federal contracts during the past three years;
5. will comply with the Immigration Reform and Control Act of 1986 (IRCA) stipulating that the only persons who can be employed under the contract are persons that may legally work in the United States. The contractor is responsible for verifying the eligibility of all workers to be employed in the United States;
6. has no personal or business relationship with any employee, officer or elected official of the CDBG grant recipient, subrecipient or developer organization, which has the potential to result in a conflict of interest. Such relationships include marriage, domestic partnership or business or professional relationship with an employee, agent, consultant, officer, elected or appointed officer.
7. has not used federal funds to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
8. will provide access to the grantee, the State of Maryland, HUD, the subrecipient, developer, the Controller General of the U.S., or their duly authorized representative any books, documents, papers, or records for the purpose of audit or examination;
9. will comply with all environmental standards, orders, or requirements under Clean Air Act, Clean Water Act, EO 11738, and EPA regulations for contracts, subcontracts and subcontracts greater than \$100,000;



**Maryland Community Development Block Grant Program  
Contractor Statement of Assurances and Certifications**

- 10. will comply with all other reporting requirements and regulations as provided in the contract; and
- 11. will require compliance with these assurances and certifications of any subcontractor procured under this contract.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor Name

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Date

**Conflict of Interest Disclosure  
Contractor\***

All businesses submitting bids for projects and activities which include funding through the Maryland Community Development Block Grant Program must disclose any potential conflict of interest. A conflict of interest may occur if the business owner/principals are related to or have a business relationship with an employee, officer or elected official of \_\_\_\_\_. If it is determined there is a conflict of interest or potential conflict of interest, \_\_\_\_\_ you may not be selected even if your bid is determined to be the lowest, most qualified. The \_\_\_\_\_ can request for the State of Maryland CDBG Program to review and make a determination which could result in a waiver allowing for approval.

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of \_\_\_\_\_?  Yes  No  
If yes, please identify: \_\_\_\_\_
  
2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of \_\_\_\_\_?  Yes  No  
If yes, please identify: \_\_\_\_\_
  
3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1?  Yes  No  
If yes, please identify: \_\_\_\_\_

I/We certify that the above information is true and correct. I/We understand that providing false statements or information is grounds for termination of assistance and is punishable under federal law.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ (Print)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ (Print)

*\*For all non-construction contracts and for single family housing rehabilitation only*

9/2017

**For Grantee Use Only:**

CDBG Grant Number	Date Received
Conflict of Interest does not exist	Conflict of Interest exists
Waiver Granted	Waiver Denied

MD10 Diakonia

General Decision Number: MD190010 01/04/2019 MD10

Superseded General Decision Number: MD20180024

State: Maryland

Construction Type: Building

Counties: Dorchester, Kent, Queen Anne's and Worcester Counties in Maryland.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date  
0                              01/04/2019

ASBE0024-007 10/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 35.13	16.22

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

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CARP0255-003 05/01/2018

DORCHESTER AND WORCESTER COUNTIES

Rates                      Fringes  
Page 1

MD10 Diakonia

CARPENTER (Drywall Hanging and Form work ONLY).....\$ 25.13 18.64

CARP0255-005 05/01/2018

KENT AND QUEEN ANNE'S COUNTIES

Rates Fringes

CARPENTER (Drywall Hanging and Form work ONLY).....\$ 31.94 23.24

ELEC0024-011 06/03/2018

Rates Fringes

ELECTRICIAN.....\$ 25.00 5%+12.74

IRON0016-009 04/01/2016

Rates Fringes

IRONWORKER STRUCTURAL (Metal Building Erection Only).....\$ 28.48 19.45

PAIN0051-016 06/01/2018

Rates Fringes

PAINTER (Brush, Roller, Drywall Finisher/Taper).....\$ 25.06 9.76

PLUM0782-004 02/01/2013

Rates Fringes

PIPEFITTER (HVAC Pipe Installation Only).....\$ 33.52 13.25

\* SHEE0100-019 11/01/2018

Rates Fringes

SHEETMETAL WORKER, Including HVAC Duct Installation.....\$ 33.06 20.35

SUMD2010-047 04/20/2010

Rates Fringes

BRICKLAYER (Excluding Pointing, Caulking, Cleaning)....\$ 21.38 3.68

CARPENTER (Excluding Drywall Hanging and Form Work).....\$ 19.66 3.20

IRONWORKER, REINFORCING.....\$ 17.69 2.02

LABORER: Mason Tender (for Pointing, Caulking, Cleaning)....\$ 12.56 0.00

LABORER: Common or General.....\$ 12.84 2.76

MD10 Diakonia

MASON TENDER, BRICK.....	\$ 12.84	2.76
OPERATOR: Backhoe.....	\$ 17.39	4.76
OPERATOR: Forklift.....	\$ 18.95	0.00
PIPEFITTER (Excluding HVAC Pipe Installation).....	\$ 24.75	7.63
PLUMBER.....	\$ 24.59	8.49
POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....	\$ 19.79	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate



MD10 Diakonia

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

MD10 Diakonia  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# **INDEPENDENT CONTRACTORS AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **DIAKONIA, INC.**, of 12747 Old Bridge Road, Ocean City, Maryland 21842, hereinafter called "Diakonia, Inc." and \_\_\_\_\_ hereinafter called "Contractor".

**1. Services.** Diakonia, Inc. hereby contracts with Contractor to perform the following services as an Independent Contractor for Diakonia, Inc.:

\_\_\_\_\_ pursuant to bid specifications dated \_\_\_\_\_ (attached hereto as Attachment A) by Diakonia, Inc. and bid submittal dated \_\_\_\_\_ (attached hereto as Attachment B) by Contractor.

**2. Terms of Agreement.** This Agreement shall commence upon signing. Contractor services shall be completed no later than \_\_\_\_\_. Once a construction contract is fully executed and all bonds are secure (if required), Diakonia, Inc will issue a "Notice to Proceed" to the Contractor.

**3. Payment.** Contractor shall be paid \$\_\_\_\_\_ upon written invoices for completed work submitted and approved by Diakonia, Inc. shall not be required to pay for incomplete work. At the time of any payment or upon request, Contractor shall provide complete and proper lien releases, in such form as Diakonia, Inc. may require, from all entities or persons having any right to claim a lien on account of the work.

**4. Performance by Contractor.** Contractor shall expeditiously proceed with

Contractors services hereunder and shall devote such time as may be necessary to complete them within the time provided. Contractor shall perform this contract promptly, properly, completely, in accordance with all codes, in a workmanlike manner and in accordance with industry standards and all plans and specifications. Contractor pledges any and all payments paid or due hereunder for the faithful performance hereof.

5. **Diakonia, Inc. will Provide:** Diakonia will provide the following services, materials, space or support: N/A

6. **Terminations**

6.1 **Termination for Cause.** Diakonia, Inc. may terminate this Agreement for any cause upon notice to Contractor. For the purposes hereof, Cause shall include, but not be limited to:

- A. Material breach of Contract
- B. Dishonesty, Fraud or Criminal Activity
- C. Incapability to perform
- D. Nonperformance
- E. Substandard performance or failing to make satisfactory progress in the prosecution of the contract
- F. Termination of any grant to the Diakonia, Inc. which provides funding for this Contract.

In the event of termination, Contractor shall be entitled to be paid for work performed to date of termination, subject to the limitations herein set forth.

6.2 **Termination for Convenience.** Diakonia, Inc. may terminate the Agreement, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause,

Diakonia, Inc. shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

Payments to be provided on a lump sum basis shall be prorated by Diakonia, Inc. based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

7. **Contract Official.** Contractor shall report directly to, and receive instructions as necessary from Mike Diffendal (name), Member of the Board of Directors, Diakonia, Inc. (title) who shall be the Contract Official. Final decisions with respect to the Contract on behalf of Diakonia, Inc. will be made by Mike Diffendal.
  
8. **Confidential Information - Reports.** Contractor agrees that information received by Contractor during the administration of the Agreement may be considered confidential and upon notice agrees to keep such information confidential. Any report by Contractor shall be the sole and exclusive property of the Diakonia, Inc. and may not be released to any other person or entity without the express written permission of the Diakonia, Inc.
  
9. **Employment of Others - Subcontractors.** Any Subcontractors of the Contractor shall be first approved in writing by Diakonia, Inc. prior to engagement. Diakonia, Inc. may, from time to time, provide other employees to assist Contractor with

performance of Contractor services or to perform related services required of Contractor hereunder. This Agreement is not assignable or transferrable and will be performed personally by Contractor as set forth in Contractor's proposal.

**10. Inducement.** Contractor has represented to Diakonia, Inc. that Contractor is fully qualified to perform the services hereunder in a professional, state of the art manner to the highest standards within the parameters of this Agreement and specifically that the services required of Contractor hereunder may be accomplished under this Agreement for the compensation stated herein. Nothing herein shall require Diakonia, Inc. to pay any overage or additional payment; the Agreement price herein stated being firm. Any limitation on Diakonia, Inc.'s liability hereunder, shall not be a limitation on services required of the Contractor.

**11. Independent Contractor.** The parties hereto do hereby agree that Contractor is an independent contractor in its performance of its obligations hereunder. Accordingly, Contractor shall be responsible for the payment of all taxes including, without limitation, Federal, State and Local taxes, State Income Tax, Social Security Tax, Unemployment Insurance Tax and all other taxes or business license fees as required arising out of Contractor's performance hereof. Contractor specifically agrees that to the extent required by law, Contractor shall carry Workers Compensation Insurance in statutory required amounts and Liability Insurance unless waived in writing by Diakonia, Inc. and agrees to provide Diakonia, Inc. with copies of policies as requested. The Contractor agrees to indemnify and hold harmless Diakonia, Inc. with respect to all the Contractor's activities hereunder including, without limitation, claims for negligence or malfeasance against



Contractor and as well as Workers Compensation claims.

- 12. Illegality of Performance.** If for any reason this Agreement or its execution by Diakonia, Inc. is determined to be illegal, ultra-vires or not in accordance with the law by Diakonia, Inc., then Diakonia, Inc. may in their sole discretion and in good faith, declare it null and void.
- 13. Immunity/limitation on Actions Against Diakonia, Inc.** Nothing herein or any related agreement or any amendment hereto shall under any circumstances constitute or be construed as a waiver of immunities or limitations of liability that Diakonia, Inc., their officers, employees, agents, or servants, may have in by virtue of and in accordance with any law, including statutory, qualified, official, common law, public general law or public local law immunity. No action may be brought with respect hereto other than in the appropriate State Court in Worcester County, Maryland. Contractor hereby consents and agrees to such provision and further waives any right to jury trial in any action relating hereto. Any indemnity herein or arising out of this Agreement, on the part of the Diakonia, Inc., shall be only to the extent permitted by law and shall be subject to the non-waiver of immunity, limitations of liability and all other provisions of this Agreement. The non-waiver and the limitation of liability to Diakonia, Inc. hereunder shall be contractual and it is agreed that such limitation is fair and equitable under the totality of the circumstances hereof. It is further agreed and understood that this provision is of the essence.

- 14. Hold Harmless - Indemnification.** To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless Diakonia, Inc., and its employees, from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against Diakonia, Inc., and its employees, from any act or omission committed by Contractor in the performance of the duties imposed by and performed under the terms of the Agreement. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the Diakonia, Inc.
- 15. Insurance.** Contractor shall also provide Motor Vehicle Insurance and General Liability Insurance in amounts and with companies satisfactory to Diakonia, Inc. At the option of the Diakonia, Inc., the Contractor may be required to add the Diakonia, Inc. as an additional insured to any insurance that is required hereunder.
- 16. Bonds.** All potential contractors must submit a 5% bid bond with their bid submittals for construction projects over \$100,000. Once contracts are awarded, all contracts in excess of \$100,000 require a 100% payment bond and a 100% performance bond in the amount of any open contract.
- 17. Delays and Extensions of Time.** The Contractor agrees to prosecute the work continuously and diligently and no changes or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as Diakonia, Inc. may decide. Time extensions will be granted only for excusable

delays such as delays beyond the control and without the fault or negligence of the Contractor as determined by Diakonia, Inc.

- 18. Accounting System and Audit, Accurate Information.** The Contractor certifies that all information the Contractor has provided or will provide to Diakonia, Inc. is true and correct and can be relied upon by Diakonia, Inc. in awarding, modifying, making payments, or taking any other action with respect to this agreement including resolving claims and disputes. Any false or misleading information is a ground for the Diakonia, Inc. to terminate this agreement for cause and to pursue any other appropriate remedy.
- 19. Inspections.** Diakonia, Inc. has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the agreement at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).
- 20. Applicable Laws.** This agreement must be construed in accordance with the laws and regulations of Maryland and Worcester County. The Contractor must, without additional cost to Diakonia, Inc., pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, exclusive venue and jurisdiction must be in the Circuit Court for Worcester County, Maryland or in the District Court of Maryland for Worcester County.
- 21. Equal Opportunity Employer.** The Contractor represents to Diakonia, Inc. that Contractor is an Equal Opportunity Employer.

**22. Notices.** All notices and communications hereunder shall be in writing and shall be deemed given when sent postage prepaid by registered or certified mail, return receipt requested, and, if intended for Diakonia, Inc., shall be addressed to it, to the attention of its Board of Directors, at 12747 Old Bridge Road, Ocean City, Maryland 21842, or at such other address of which the Diakonia, Inc. provided, and if intended for the Contractor, shall be addressed to its attention at \_\_\_\_\_, or at such other address of which the Contractor shall have given notice to the Diakonia, Inc. in the manner herein provided.

**23. Additional Attachments/Addendums** (if any). Attached hereto and incorporated herein are the following documents:

- Worcester County Community Development Block Grant Contractor Qualification Form
- Contractor Statement of Assurances and Certifications
- Form HUD-4010
- Davis Bacon General Wage Decision
- Conflict of Interest Disclosure

**24. Entire Agreement.** There are no promises, terms, conditions, or obligations other than those contained in this agreement. This agreement supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the Diakonia, Inc. to enter into the agreement.

If there are any conflicts between the terms and conditions of this Independent Contractor's Agreement and the terms and conditions of any attachments, incorporated proposals or bids, or addendums hereto, then the terms and conditions of this Independent Contractor's Agreement shall prevail and be binding on the parties.

**ATTEST:**

**DIAKONIA, INC.**

\_\_\_\_\_  
Claudia Nagle  
Executive Director

By: \_\_\_\_\_(SEAL)  
Allyson Bernard Church  
President of the Board of Directors

**ATTEST:**

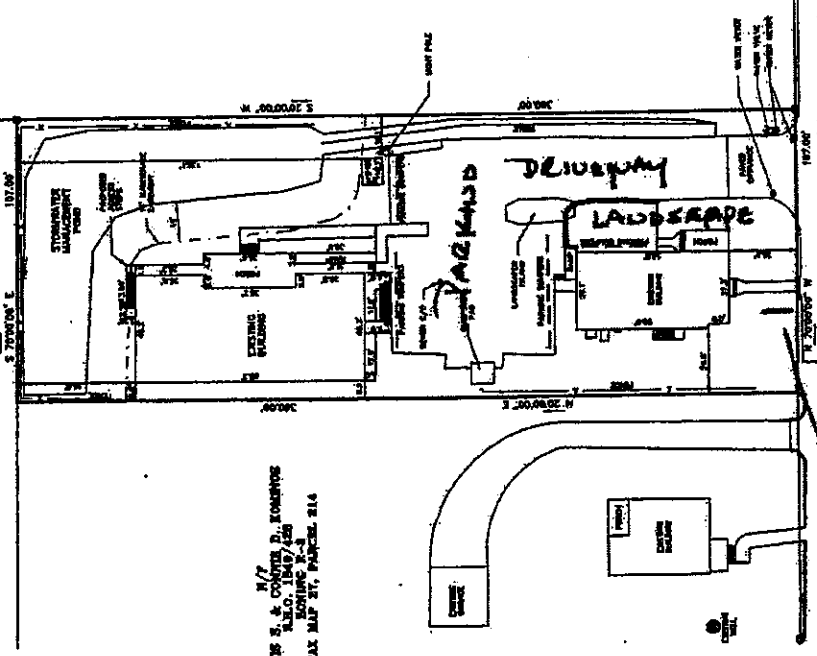
**(Fill in CONTRACTOR name here)**

\_\_\_\_\_  
(Printed name) - \_\_\_\_\_

By: \_\_\_\_\_(SEAL)

PER PLAN PREPARED BY FRANK G. LYNCH & ASSOCIATES

FRANCIS SCOTT KEY HOTEL LIMITED PARTNERSHIP  
 P.O. BOX 2454/246  
 ZENITH B-3  
 TAX MAP 27, PARCEL 5E7



W/7  
 DENNIS S. & CONNIE D. KOSMOS  
 R.O. 1849/250  
 ZENITH B-3  
 TAX MAP 27, PARCEL 214

W/7  
 STEVEN T. BAHR  
 R.O. 1745/250  
 ZENITH B-3  
 TAX MAP 27, PARCEL 210

APPROVED  
 LOT AREA 27,166 SQ. FT.  
 TAX MAP 27, PARCEL 474  
 FRANK G. LYNCH & ASSOCIATES  
 PLANNING SERVICES  
 FRONT 50' BACK 57' DEPTH 33'  
 MATCH LINES TO RELEVANT SURROUNDING MAPS  
 ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF  
 THIS SURVEY IS VALID FOR 30 DAYS FROM DATE OF ISSUE

0 SHOWN CONC. WITH PAVING  
 1 SHOWN CONC. WITH PAVING  
 2 SHOWN CONC. WITH PAVING



APPROVED FOR ZONING REVISIONS  
 BY THE ZONING BOARD  
 DATE: 11/15/84  
 COMMENTS: REVISIONS TO PARCEL  
 SHOWING 30' DEPTH TO MATCH  
 TAX MAP 27, PARCEL 474

PROPOSED SITE PLAN  
 LANDS OF DIAKONIA INC.  
 TAX MAP 27, PARCEL 474  
 TENTH TAX DISTRICT, WORCESTER COUNTY, MARYLAND

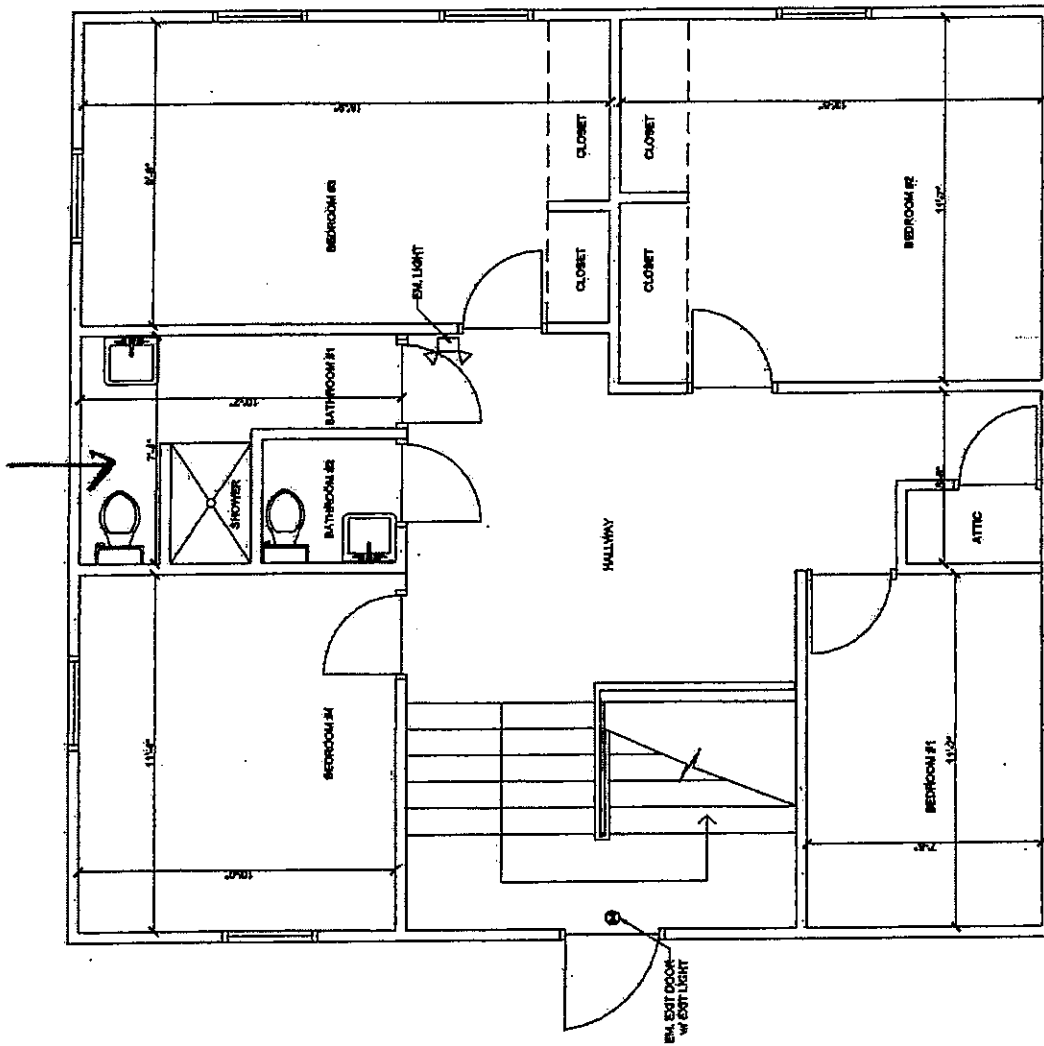
OWNER: DIAKONIA INC.	DATE: 11/15/84	SHEET 1 OF 1
DESIGNED BY: FRANK G. LYNCH	SCALE: 1" = 30'	
FRANK G. LYNCH, JR. & ASSOCIATES, INC. SURVEYING & LAND PLANNING 1100 WASHINGTON BLVD., SUITE 200, ANNAPOLIS, MD 21403 (410) 421-3300 • FAX: 410-421-3370		

ROUTE 707  
 (OLD OCEAN CITY ROAD) W/7  
 NEW SITE LOCATION  
 DRAWING A - SITE PLAN  
 12747 OLD BRIDGE RD. OCEANO CITY, MD

THE INFORMATION CONTAINED ON THESE PLANS IS THE PROPERTY OF FRANK G. LYNCH & ASSOCIATES, INC. AND IS SUBJECT TO THE CLIENT AND/OR HOME PRODUCT PROVIDER'S ACCEPTANCE. ANY REVISIONS TO THESE PLANS SHALL BE THE RESPONSIBILITY OF THE CLIENT AND/OR HOME PRODUCT PROVIDER. THE INFORMATION CONTAINED ON THESE PLANS IS PROVIDED FOR THE EXCLUSIVE USE OF THE CLIENT AND/OR HOME PRODUCT PROVIDER. ANY REVISIONS TO THESE PLANS SHALL BE THE RESPONSIBILITY OF THE CLIENT AND/OR HOME PRODUCT PROVIDER.



Bathroom Remodel

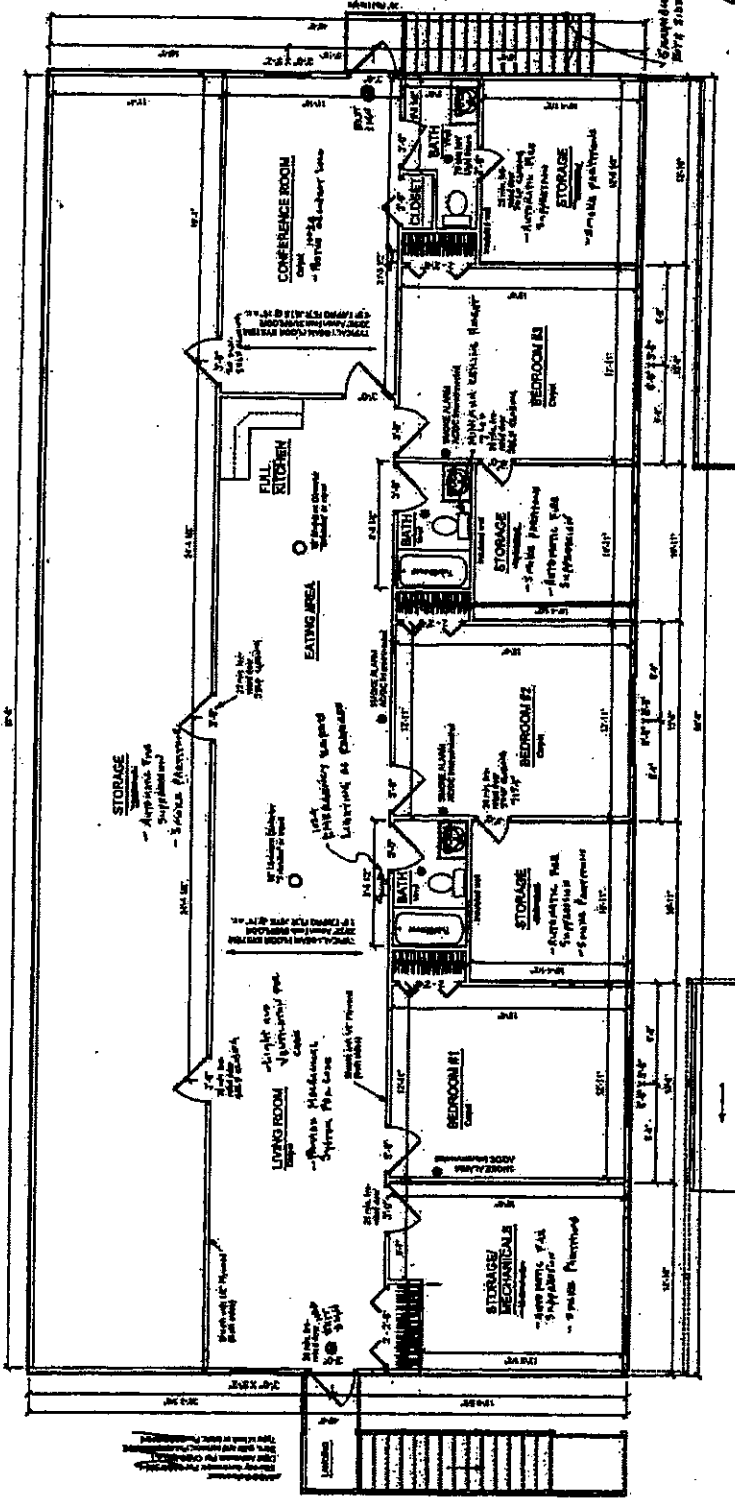


Building One  
Second Floor



DIAKONIA MAIN BUILDING  
SECOND FLOOR AS BUILT

3/8"=1'-0"



ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MARYLAND AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

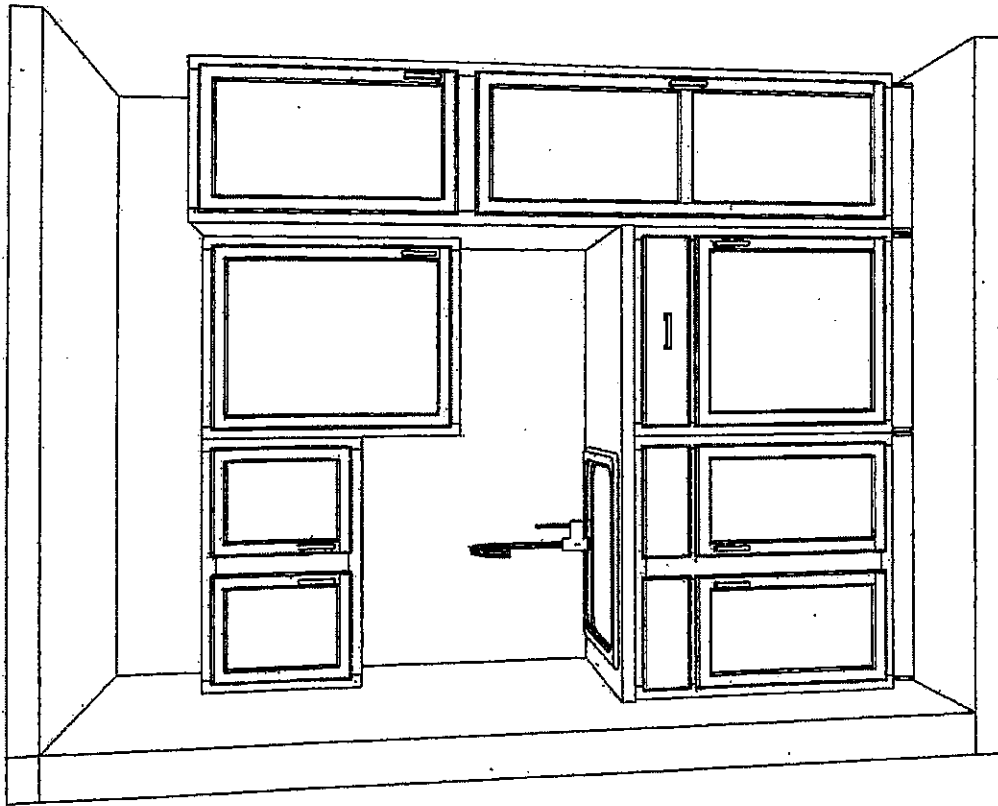


**PLAN REVIEWED**  
 PLANNING, PERMIT & INSPECTIONS  
 WORCESTER COUNTY, MARYLAND  
 BY:                       
 DATE:                       
 COMMENTS:                     

INSPECTOR SET

Building Two  
 Second Floor

DIAGONIA, INC.  
 12727 Old Bridge Road  
 Ocean City, MD 21842



Designed: 8/23/2018  
Printed: 8/23/2018

2020

Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.

Drawing #: 1

All

Diakonia

Proposed Kitchen ETC

ROOFING

Tecta America  
302 South Division Street  
Fruitland, MD 21826

Spicer Brothers Roofing  
32221 Beaver Run Drive  
Salisbury, MD 21804

All States Construction Co  
11935 Hammer Road  
Bishopville, MD 21813

Cole Roofing Company  
3915 Coolidge Avenue  
Baltimore, MD 21229

\*ANA General Contractors, LLC  
11615-1/2 Coastal Highway  
Office "H"  
Ocean City, MD 21842

\*Apex Business Solutions, LLC  
12650 Sunset Ave, Suite 7  
Ocean City, MD 21842

\*Apostle Expert Exteriors, Inc.  
P.O. Box 485  
Salisbury, MD 21803

Peninsula Roofing  
1209 N. Salisbury Blvd  
Salisbury, MD 21801

F.A. Taylor & Son  
1955 Northwood Dr.  
Salisbury, MD 21801

ELECTRICAL

Toomey Electric  
5430 Handley Road  
Cambridge, MD 21613

Nickle Electric  
540 S. Bedford Street  
Georgetown, DE 19947

Lywood Electric  
301 Bloomingdale Ave  
Federalsburg, MD 21632

Rommel Electric Company  
28410 S Crown Rd, Ste#1  
Eden, MD 21822

Royal Plus Electric  
9939 Jerry Mack Road  
Suite 400  
Ocean City, MD 21842

\*Tieder Electric, LLC  
309A High Street  
Cambridge, MD 21613

\*Baptiste Electric, LLC  
108 Montleav Avenue  
Salisbury, MD 21804

\*Daniel G. Bebee, Inc.  
Tri-Electrical Services  
32363 Cobbs Crock Road  
Laurel, DE 19956

\*Simmons Electrical  
Service, LLC  
2213 Northwood Drive,  
Unit #7  
Salisbury, MD 21801

GENERAL TRADE

KB Coldiron  
36546 Dupont Blvd  
Selbyville, DE 19975

Royal Plus, Inc.  
201 Belt Street  
Snow Hill, MD 21863

Colossal Contractors  
Attn: Kim Crawford  
4601 Sandy Spring Road  
Burtonsville, MD 20866

Curtis Mercer Remodeling, Inc.  
9937 Hotel Road  
Bishopville, MD 21813

J & G Maintenance & Repair  
10446 Dinges Road  
Berlin, MD 21811

Mallard Home Improvements  
P.O. Box 28  
Quantico, MD 21856

\*Barmar Construction, LLC  
714 Hills Point Road  
Cambridge, MD 21613

\*Hebrew Quality  
Construction, Inc.  
P.O. Box 4501  
Salisbury, MD 21803

Jones and Sons  
7 Burley Street  
Berlin, MD 21811

Celtic Nation Contracting  
218 Charleston Road  
Berlin, MD 21811

Walsh Home Improvement  
8707 Cypress Court  
Berlin, MD 21811

Coastal Home Remodeling  
12010 Industrial Road – Unit 2  
Bishopville, MD 21813

Shades Home Improvement  
10035 Bonita Drive  
Ocean City, MD 21842

Gillis Gilkerson Corp.  
150 W. Market Street, Suite 200  
Salisbury, MD 21801

Willow Construction, LLC  
400 Maryland Ave  
Easton, MD 21601

Hazard Construction  
12441 W. Torquay Rd.  
Ocean City, MD 21842

Bally Services, Inc.  
156 Winter Harbor Drive  
Ocean City, MD 21842

Soulsman Construction  
9813 Quail Run Lane  
Ocean City, MD 21842

SIGNS

Superior Signs  
500 Saddler Road  
Gransonville, MD 21638

Sun Signs  
8621 Stephen Decatur Hwy  
Berlin, MD 21811

READ Signs  
223 Leonard Lane  
Salisbury, MD 21801

Phillip Signs, Inc.  
20874 Sussex Hwy  
Seaford, DE 19973

Selby Sign Co.  
2138 Bypass Road  
Pocomoke City, MD 21851

FLOORING

Value Carpet One & Home  
1530 N Salisbury Blvd  
Salisbury, MD 21801

LeClaire Flooring & Design  
9935 Stephen Decatur Highway  
Unit#130  
Ocean City, Maryland 21842

Scott Frye's Floor Covering LLC  
100 Megan Ave  
Seaford, DE 19973

\*Global Home Improvement  
231 Ohio Avenue  
Salisbury, MD 21801

\*Sea Ray Commercial Flooring,  
LLC  
118 East Main Street  
Salisbury, MD 21801

By the Ocean Carpet & Flooring  
12021 Hammer Road  
Bishopville, MD 21813

OC Floor & Home Gallery  
12319 Ocean Gateway  
Ocean City, MD 21842

Herl's Bath & Tile  
31440 Winterplace Parkway  
Salisbury, MD 21801

KITCHEN

Kitchen Designs & Millwork, Inc.  
307A Civic Avenue  
Salisbury, Maryland 21804

Fenwick Kitchen and Bath  
Design  
1204 Coastal Highway  
Fenwick Island, DE 19944

Kitchen Concepts Plus  
1001 Eastern Shore Dr.  
Salisbury, MD 21804

DECK WORK/SIDING

Newport Bay Construction &  
Boatlifts, LLC  
6118 South Point Road  
Berlin, MD 21811

United Fence and Deck  
4575 American Corner Rd  
Federalsburg, MD 21862

Breakwater Fence & Deck  
11412 Holly Tree Road  
Lincoln, DE 19960

Days Aluminum  
326 N. Main Street  
Berlin, MD 21811

Eastern Shore Porch & Patio  
17 Mason Drive  
Selbyville, DE 19975



TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND  
21863-1195

**February 13, 2019**

To: Harold Higgins, Chief Administrative Officer  
Worcester County Commissioners

From: Kim Reynolds, Senior Budget Accountant

Subject: Diakonia, Inc. – Letter of Support

---

Attached for your review and approval is requested letter of support from Diakonia, Inc. for their application for Supportive Services for Veterans Families (SSVF) Program Grant from the U.S. Department of Veterans Affairs.

4

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
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MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
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JOSHUA C. NORDSTROM

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

February 19, 2019

**DRAFT**

Supportive Services for Veteran Families (SSVF) Program Office  
National Center on Homelessness Among Veterans  
4100 Chester Avenue, Suite 201  
Philadelphia, PA, 19104

Dear Program Director,

The County Commissioners of Worcester County support Diakonia, Inc.'s application for continued funding through the Supportive Services for Veterans Families (SSVF) Program Grant from the U.S. Department of Veterans Affairs. This program began on October 1, 2013 and has become an integral part of the services offered in communities, as well as being essential to the goal of ending veteran homelessness. This grant will fund the seventh year of this outstanding program.

We support Diakonia, Inc.'s strategies of veteran outreach through county agencies and veterans organizations; housing assistance, and linkage of veterans and their families with existing community support.

Diakonia, Inc. pledges to continue to work with you on this project by helping to identify those in need and the services that can benefit local veterans. We encourage you to continue to support the work of Diakonia, Inc. as the staff and volunteers work to build a foundation for veterans in crisis to maintain a lifestyle without homelessness by providing security and stability and enhancing their quality of life. We applaud the successes this program has had over the past six and a half years.

Diakonia is a long-time leader in our local nonprofit community, serving individuals, families and veterans in Worcester, Wicomico, and Somerset counties by providing quality services including shelter, food, clothing and resources to rebuild their lives. On behalf of our local community, I respectfully request that you give fair consideration in supporting Diakonia's homeless veterans grant application and are grateful for your attention to this matter.

Sincerely,

Diana Purnell, President Worcester County Commissioners



DEPARTMENT OF  
INFORMATION TECHNOLOGY

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1003  
SNOW HILL, MARYLAND 21863  
TEL:410.632.5610  
www.co.worcester.md.us/departments/it

5

To: Harold Higgins, Chief Administrative Officer

From: Brian Jones, IT Manager

Re: Broadband Feasibility Study

Date: February 13, 2019

A bid opening was held on Monday, February 11, 2019 for a proposed broadband feasibility study to be conducted in Worcester County. We received bids from seven consultants as follows:

		Page
Columbia Telecommunications (CTC)	- \$60,000.00	4
Wide Open Networks	- \$37,575.00	59
Terry & Unitas	- \$35,000.00 – \$40,000.00	89
Seaside Internet	- \$14,000.00	112
CCG Consulting	- \$56,500.00	122
Foresite Group, Inc.	- \$88,750.00	125
Magellan Advisors, LLC	- \$96,000.00	130
	RFP	135

After carefully reviewing the bids, my recommendation is to accept the bid from Columbia Telecommunications Corporation (CTC) for \$60,000.00. I realize that CTC is not the lowest bidder but given the scope of work in their bid detail, I feel they will give us the best results. They also have a vast amount of experience in Maryland. They come highly recommended by the Governor's Office. My second choice would be Wide Open Networks for \$37,575.00. They were not my first choice as I feel they have less knowledge of Maryland's infrastructure and its residents. My third choice would be Terry & Unitas for \$35,000 to \$40,000 although I feel they have less experience with what we are trying to accomplish. I also feel some of the work needed to gather data will be on the county.

Please also be advised that I received an email from the Governor's office on Tuesday, February 12, 2019 indicating that Worcester County is eligible for a grant that will pay up to 50% of the total cost of the feasibility study, not to exceed a total of \$60,000. This will bring our net study costs down to \$30,000. This reimbursement will not be available until the end of March. At this time, we are the first in line for these grant funds as we are the furthest along with the potential award of a feasibility study. They have suggested that while it is fine to decide on the award of the proposal, we refrain from signing a contract until we receive their formal approval of the grant award from the Governor's Office.

See  
P. 146

In summary, I recommend that the County Commissioners accept the proposal from Columbia Telecommunication Corporation (CTC) for the Worcester County Broadband Feasibility Study at a lump sum fee of \$60,000 and that they approve an application for a grant of Assistance for Broadband Feasibility Studies available from the Governor's Office of Rural Broadband in the amount of \$30,000.00.

# Competitive Bid Worksheet

## **Item: Broadband Feasibility Study**

Bid Deadline/Opening Date: 1:00 P.M., Monday, February 11, 2019

Bids Received by deadline = 7

### Vendor's Submitting Bids

### Lump Sum Fee

#### **Design Nine, Inc. / Wide Open Networks**

2000 Kraft Drive, Suite 2200  
Blacksburg, VA 24060

\$37,575

#### **CCG Consulting**

825C Merrimon Ave, Suite 290  
Asheville, NC 28804

\$56,500

#### **Columbia Telecommunications Corp.**

10613 Concord Street  
Kensington, MD 20895

\$60,000

#### **Terry & Unitas**

401 Bluewater Court  
Ocean Pines, MD 21811

\$35,000 to \$40,000

#### **Foresite Group Inc.**

3740 Davinci Court, Suite 100  
Peachtree Corners, GA 30092

\$88,750

#### **Magellan Advisors**

999 18<sup>th</sup> Street, Suite 3000  
Denver, CO 80202

\$96,000

#### **Seaside Internet**

9748 Stephen Decatur Hwy, St. 404  
West Ocean City, MD 21842

\$14,100

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# ctc technology & energy

engineering & business consulting

## Proposal Cover Sheet

Name of Company	Columbia Telecommunications Corporation dba CTC Technology & Energy
Address of Home Office	10613 Concord Street
City of Home Office	Kensington
State of Home Office	Maryland
Zip Code of Home Office	20895
Phone Number of Home Office	301-933-1488
Federal EIN	52-1442373
State EIN	D02077980

Contact Name: (Please print clearly)

Joanne Hovis

Contact Office Phone Number:

301-933-1488

Contact Cell Phone Number:

410-980-8378

Contact E-Mail Address: (Please print clearly)

info@ctcnet.us

"Proposal and cost schedule shall be valid and binding for ONE HUNDRED TWENTY (120) days following the proposal due date and will become part of the contract that is negotiated with the COUNTY."

Columbia Telecommunications Corporation

10613 Concord Street • Kensington, MD 20895 • Tel: 301-933-1488 • Fax: 301-933-3340 • www.ctcnet.us

4



If the vendor has had any contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. In the space provided below, submit full details of all terminations for default experienced by the vendor during the past **five years**, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The County will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor. If no such terminations for default have been experienced by the vendor in the past five years, declare so in the space provided.

CTC has never had a contract terminated for default.



# ctc technology & energy

engineering & business consulting

February 7, 2019

Mr. Brian Jones  
Department of Information Technology  
Worcester County  
One West Market Street, Room 1003  
Snow Hill, MD 21863

*Subject: Proposal to conduct broadband feasibility study*

Dear Mr. Jones:

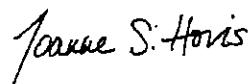
CTC Technology & Energy (CTC) is pleased to provide this proposal and background information regarding our decades of experience supporting clients on broadband needs assessments, strategy, business planning, and network engineering. We specialize in making complex technical and business data about broadband networks accessible to policy-makers and County staff.

CTC works primarily for public entities and has no financial relationships with equipment manufacturers, construction companies, or systems integrators. We will be your independent, objective adviser—and will be guided by your goals, priorities, and risk tolerance.

**We note, too, that we have a long, successful history of broadband engagements across our home state of Maryland.** We are proud of our work with Talbot and Harford counties, where we have been deeply engaged with rural broadband strategy, and our support of Garrett County—where we developed a broadband strategic plan and an award-winning public-private partnership (P3) approach that is considered the leading rural broadband P3 in the country. We are also working closely with the Governor's Office of Rural Broadband on three federal grant applications on behalf of rural Maryland counties.

Please do not hesitate to contact me if you would like to talk further. We look forward to the opportunity to work with you and your colleagues on this important initiative.

Best regards,



Joanne S. Hovis | President

**Columbia Telecommunications Corporation**

10613 Concord Street • Kensington, MD 20895 • Tel: 301-933-1488 • Fax: 301-933-3340 • [www.ctcnet.us](http://www.ctcnet.us)

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Andrew Afflerbach, Ph.D., P.E.   CEO and Chief Technology Officer .....	37
Thomas J. Asp, BSEE, MBA   Principal Engineer and Analyst.....	42
Matthew DeHaven   Principal Engineer.....	46
Marc Schulhof   Senior Analyst and Technical Writer .....	50

## 1. Customer Reference Form

### Customer Reference Form (Include information for three references)

Customer – client name	<b>Garrett County, Maryland</b>
Reference name	Cheryl DeBerry
Title	Natural Resources Business Specialist Economic Development Department
Office Phone Number	(301) 334-6968
Cell Phone Number	N/A
E-Mail Address	<a href="mailto:cdeberry@garrettcountry.org">cdeberry@garrettcountry.org</a>
Mailing Address	203 South Fourth St., Oakland, MD 21550
Start Date	2012
End Date	2018
Contract Amount	\$229,000

Customer – client name	<b>Talbot County, Maryland</b>
Reference name	Mark Cohoon
Title	GIS Manager
Office Phone Number	(410) 770-8183
Cell Phone Number	N/A
E-Mail Address	<a href="mailto:mcohoon@talbgov.org">mcohoon@talbgov.org</a>
Mailing Address	11 North Washington St., Easton, MD 21601
Start Date	2008
End Date	Ongoing
Contract Amount	\$122,000

Customer – client name	<b>Anne Arundel County, Maryland</b>
Reference name	John Lyons
Title	<i>Formerly:</i> Cable Administrator, Anne Arundel County <i>Currently:</i> Asst. Director, Governor's Office of Rural Broadband
Office Phone Number	(301) 429-7508
Cell Phone Number	N/A
E-Mail Address	<a href="mailto:itlyon00@gmail.com">itlyon00@gmail.com</a>
Mailing Address	MS-1335 44 Calvert Street, Room 315 Annapolis, MD 21401
Start Date	2001
End Date	Ongoing
Contract Amount	\$2.2 million

## **2. Demonstration of Understanding of Scope of Work**

We understand Worcester County's need for enhanced broadband infrastructure and services—because it is similar to the needs of other largely rural communities in Maryland and nationwide. And in rural areas where tourism, vacation rentals, and second-home buyers are an important part of the economy, broadband is that much more critical.

We think of broadband as a critical service like electricity and water—yet the private sector will not build costly wireline infrastructure to reach all homes and businesses in rural areas because the potential return on investment is insufficient to justify the investment. The same dynamics apply to virtually all areas of rural infrastructure development. In the case of broadband, the issues are starker because broadband is traditionally thought of as an area of private investment, rather than public investment.

These challenging economics, which result largely from the County's low population density, have real consequences for the community—affecting young people's access to education (including distance learning), the tourism industry's ability to meet vacationers' (and second-home owners') need for Wi-Fi, and economic development in general.

The County's scope of work represents a methodical approach to gathering the data and insight needed to develop a long-term community broadband strategy. We understand that the County's key goals include:

1. Developing an understanding of the gaps in broadband service across the County, both in terms of underserved and unserved residents and businesses
2. Developing candidate designs and associated cost estimates for networks that might fill the County's broadband gaps—using best-fit technologies that may vary in different parts of the County (e.g., fiber-to-the-premises, fixed wireless, hybrid)
3. Developing a strong, well-documented justification for potential grant or loan applications (federal or state)—which may also support future County efforts to attract private partners

Ultimately, we recognize that the County seeks a clear path forward to deploying (or supporting the deployment of) infrastructure that will enable affordable, equitable broadband access to Worcester's citizens, businesses, schools, libraries, and non-profits.

### 3. Proposed Approach

We propose an approach that, based on our experience conducting feasibility analyses and developing technical solutions for local governments nationwide, we believe will cost-effectively produce the insights and data that the County requires. Our approach involves methodical research, rigorous analysis, and regular communication.

Using a variety of industry-accepted evaluation methods, we will seek to identify current broadband use and needs among the County's residents and businesses—as well as a general overview of available services (and, by extension, an understanding of the locations of the County's unserved and underserved areas). We will then develop potential technical solutions that could form the basis for a strong grant or loan application (federal or state) and future private partnership planning.

CTC will be the County's independent adviser throughout the project and will develop realistic recommendations for enabling the County to realize its goals of ubiquitous broadband availability. As a matter of policy, we have no financial stake in the County's decisions; we do not seek to construct or operate your network.

#### Strategic Planning Workshop

Our project team will meet with County personnel and invited stakeholders to discuss project goals and objectives, review relevant maps and documents, establish project parameters, and confirm the County's expected timeline. We will also discuss with the County our proposed communications and outreach strategy for engaging stakeholders in the study.

#### Task 1: Assess the County's current broadband infrastructure (assets) and market (services)

As a foundational element of our analysis, we will assess both the existing infrastructure and the current competitive environment for broadband services in the County.

#### Analyze existing broadband infrastructure

We will evaluate the County's current supply of broadband assets through a combination of desk and field surveys. As an initial step, we will review any relevant maps, studies, documents, or data that the County can share with us. A CTC outside plant engineer will then conduct an extensive desk survey using the County's GIS maps, Google Earth imagery, and other relevant sources.

To supplement the desk survey, a highly experienced CTC engineer will conduct a day of field verification of representative portions of the County. This will include evaluation of representative County sites, with field survey work focusing on critical sites, as well as general areas that we believe may be particularly challenging, based on discussions with the County and

our previous experience in similar projects. In our experience, field survey of representative sites augmented by use of maps and existing plans is suitable for estimating level of effort.

The engineer will photograph, sketch, and take detailed notes on topography, rights-of-way, road crossings, railroad crossings, "hydro lines" (i.e., creeks, streams, rivers), and "hydro areas" (i.e., wetlands, bodies of water). The field survey will include measuring the green space available within the right-of-way for placement of conduit, and recording other pertinent details, including:

- Storm drains and street lights
- Edge of pavement
- Water and sewer lines
- Required test pits
- Slack storage, splice cases, pedestals, and vaults
- Required hardware

CTC's engineer will survey pole lines to determine their ability to support fiber or wireless attachments, the need for make-ready and pole replacement, and the estimated cost. CTC's engineer will note any potential barriers to construction, as well as what permits would be needed to construct fiber infrastructure. The field survey will enable us to identify specific details related to using the County's rights-of-way, as well as targets of opportunity for connecting additional sites or providing physical path redundancy to enhance communications survivability between sites.

#### Assess the availability of broadband services

In this task, we will seek to determine what vendors are active in the area, what services are available, and what residents and businesses pay for varying levels of service. We will explore not just starter and enticement pricing, but also the actual pricing for established customers.

Our assessment will include:

- Developing a list of current broadband providers, including the costs for services, based on publicly available information
- Evaluating available FCC Form 477 data about services in the County
- Conducting outreach to local private providers to gather input on their service areas and their perceptions of service gaps (in conjunction with our discussions in Task 2, below)

Ideally, we will be able to use this multi-step analysis to develop a map that visually approximates what kind of services are available in each part of the County—to supplement and confirm the results of our desk and field surveys (see above). We approximate this inventory based on service and pricing information because the industry does not share data on its infrastructure. We will



make highly educated estimates, based on our experience, of competition gaps, affordability gaps, and service gaps.

In developing the County's feasibility study, it is critical to look not only at the range of broadband needs, but also the gaps in available and affordable services for business and institutional users. We commonly find that regions that are reported to be "well-served" still have supply issues, especially for small businesses. First, we typically find that broadband availability is not ubiquitous. Second, where service is available, the cost of getting a new "drop" connection to an office or other facility is often excessive, even for a large business. And third, the types of available services are not well suited to small businesses.

Often these regions have a range of available service options, including services such as dark fiber, cable modem, DSL (Digital Subscriber Line), Metro Ethernet, and MPLS (Multiprotocol Label Switching). But most of these services are tailored to either casual users (e.g., cable modem or DSL, which do not meet business or government performance needs) or large users (e.g., Metro Ethernet or MPLS, which meet business requirements but with unaffordable monthly costs that would represent a substantial portion of many business' ongoing operating costs).

Taken together, these issues and service gaps will drive the development of a strategy and roadmap for future County initiatives.

#### Task 2: Evaluate current and future demand for broadband (needs assessment)

We will conduct on-site discussion groups with representatives of the County's range of key stakeholders with a goal of understanding their broadband needs, constraints, and challenges. We will use the insights we develop to inform subsequent project tasks.

We anticipate conducting the in-person discussion groups over a period of a few days. For all of these meetings, we request the County's assistance in identifying the participants, scheduling and confirming the interviews, and arranging a suitable meeting place for the interviews.

In this task, we will develop a high-level sense of demand based on qualitative data. If the County would also like a quantitative assessment, we will prepare and distribute a residential market survey at additional cost (see the optional Task 6, below).

#### Facilitate discussion groups with key public stakeholders

To assess public stakeholders' operational needs for broadband, CTC will conduct one on-site discussion group with representatives of local and regional government departments (included invited representatives of the County's municipal governments) and educational institutions, and one on-site discussion group with representatives of federal agencies and other related stakeholders identified in collaboration with the County. For each of these sessions, we will seek

to explore specific current needs and future goals. We may also have conversations, either in-person or through teleconferences, with representatives of other public sector stakeholders.

#### Facilitate discussion groups with private stakeholders

We will conduct two discussion groups with representatives of local businesses and business organizations (e.g., the Chamber of Commerce)—key private stakeholders in the County's broadband planning. Our goal will be to understand the broadband market for the County's business customers, and to identify the participants' specific broadband needs.

We will also conduct one discussion group with representatives of other important stakeholders that might include community groups, economic development agencies, organizations that have an interest in addressing digital divide issues, healthcare providers, non-profits, consumer groups, and other interested stakeholders and regional entities.

#### Facilitate discussions with broadband providers

Discussions with enterprise broadband service providers are an opportunity to explore potential partnerships and joint opportunities—and the enormous shared benefit that might result from creative planning. While service providers are typically reluctant to discuss competitive details about their business (e.g., customer demand, take rates, future buildout plans), in our experience many providers are interested in partnering with the public sector under a variety of models.

With that approach as our framework, we will seek to have constructive conversations with incumbent and competitive service providers in the region. Our request to discuss broadband planning with local providers will reflect the County's openness to collaborating with these entities to mutual benefit.

#### Task 3: Prepare high-level design and cost estimate for broadband deployment

In this task, we will develop a high-level candidate design and cost estimate for a fiber, fixed wireless, or hybrid network that might fill the broadband service gaps identified in previous tasks. We will identify the most topography-appropriate and cost-effective infrastructure.

We will include in our engineering analysis existing infrastructure (including fiber, but also rights-of-way access and locations for network hubs and other necessary infrastructure) that we believe the County can use to support the deployment.

We will identify routing for potential topologies and will consider construction and design practices to minimize overall cost, including planning construction in conjunction with capital improvements in the rights-of-way (e.g., road work, sidewalk replacement programs).

We will also be seeking to identify areas where relatively small investments in conduit or fiber extensions might add significant value to the County's infrastructure in terms of economic and community development goals.

Based on that analysis, we will develop a high-level estimate of likely costs and timelines for construction and implementation of a baseline network. We will identify incremental costs for enhancing construction methodology to include additional conduit capacity and access points to facilitate reduced-cost construction for potential future expansion and site additions. We will also seek to identify areas of risk.

Our network design and cost estimates will assume a phased approach to network deployment. To be clear, we will not be providing a blueprint-level network design or cost estimate. Rather, we will be providing an analysis of existing infrastructure, a conceptual design, high-level maps, and a system-level overview of the potential infrastructure—which in turn can become a roadmap for financial analysis and business modeling, and for future decisions (potentially including detailed engineering and contracting with private sector service providers).

#### Task 4: Evaluate funding options and develop a grant strategy

Public sector broadband network deployments reflect both an ambitious vision and, often, a public commitment to financing broadband access for all citizens. Many local governments have pursued grants or loans, taken out bonds, or otherwise sought funding for construction of publicly owned fiber networks.

We will help the County develop realistic options for funding. We will draw on our hands-on knowledge of broadband funding opportunities and our research capabilities in this area to conduct a high-level evaluation of existing state and federal grant programs that the County might consider. We will consider programs that have been proposed (but not yet approved) in the Maryland legislature, as well as a range of federal grant programs. Our goal in this task is to help the County determine whether it has a path toward at least partial funding for broadband deployment.

Task 5: Prepare and present a gap analysis and comprehensive written project report  
Our final deliverable will be a comprehensive feasibility analysis that documents our gap analysis of the County's current and future broadband needs—and presents our candidate technical solution to serving the currently underserved and unserved residents and businesses. The report will recommend a phased approach and a strategic roadmap of actions for the County's consideration. The report will include the data, insights, and recommendations developed in the previous tasks.

We will provide the County with an electronic draft of our report, which will include a concise narrative supported by tables, graphics, and maps as appropriate. We will incorporate feedback from reviewers and deliver an electronic version of the final report.

#### Optional Task 6: Conduct statistically valid residential market survey

Our goal for the mail survey will be to obtain statistically valid, quantitative data on the current and potential future use of broadband by residents in the community. We will seek to identify differences among users based on income level, education level, and other factors.

The residential market research we propose is designed to estimate demand for broadband services and to gather insight on a range of issues that will impact the County's future plans by:

- Providing statistically valid market data to assist in identifying the potential market for broadband—as well as the risk that the market is not sufficiently large
- Providing market data to encourage private sector involvement in the project (i.e., to incent private investment or a future public-private partnership)
- Establishing residents' needs and concerns
- Understanding residents' views on the role of County involvement in providing service
- Identifying residents' price sensitivities and willingness to pay for broadband
- Understanding customer satisfaction as well as perceptions of current prices and service attributes offered by the existing providers
- Understanding the overall market demand for communications services
- Quantifying the use of high-speed connectivity in the County
- Determining the number of residents subscribing to a service where it is available
- Gauging demand for alternative broadband services

The County will have an opportunity to review and edit the printed residential survey instrument.

We will purchase a mailing list and mail a written survey to about 2,100 randomly selected County residents. Based on this sample size, we would anticipate receiving about 375 responses (i.e., an 18 percent response rate, which is a reasonably conservative estimate). This would provide results within a confidence interval of  $\pm 5.0$  percent at the 95 percent probability level. That is, 19 times out of 20, the results from the respondents would be within  $\pm 5.0$  percent of the responses from the entire population.

The survey will require an estimated 12 to 15 minutes to complete. To encourage participation, the survey will be printed as a booklet (which enhances readability) and mailed in a non-standard

sized envelope (which increases the likelihood that it will be noticed and opened by the recipients). We will manage survey distribution, return mailing, processing, and data analysis.

The residential survey will be designed to collect the following responses:

- Basic demographics of the respondent
- Respondent's income
- Number and ages of household residents
- Computer availability and usage rates
- Customer loyalty to existing services
- Satisfaction with current connectivity services and prices
- Interest in next-generation high-speed Internet
- Internet/email use, service, cost, and time since connected
- Use of telephone services
- Use of IP-based video and voice services
- Desired new services
- Motivation to switch communications service providers
- Perceived value of new voice, video, and data services
- Relationship of price vs. willingness to switch providers

In addition to traditional survey questions, we recommend including:

1. Questions on importance of service attributes versus satisfaction with services. Most surveys only ask for respondents' satisfaction level. Asking questions to determine the importance of aspects of their service allows for an evaluation of whether and where the private provider market is meeting or failing to meet consumers' needs.
2. Questions directed to what the respondents believe the County's role should be in promoting internet access. If a large majority of residents are skeptical of municipal involvement in this area, for example, that is an important piece of data for elected decision-makers.
3. Questions regarding respondents' willingness to switch services for a range of alternative pricing and service scenarios. We believe that the answers to these questions assist in predicting price points and market share.

Survey responses will be entered into a database format and analyzed. The raw data will be reviewed and processed following our standard data-cleaning protocol. This might include coding missing responses, establishing new response categories, verifying skip logic, and other steps necessary to ensure a clean and valid dataset.

The residential survey data will be weighted by the age of the respondent to minimize any age bias in the survey results. Because younger residents are much less likely to respond to surveys, weighting the survey responses based on the actual (Census) distribution of adult population by age cohort is necessary to minimize response bias. This is especially true for surveys regarding internet uses that may be more widely adopted by younger residents than by older residents.

Data analysis will include, at minimum, development of frequency tables for all responses and selected cross-tabulations and/or comparisons of mean ratings by geographic area and key demographics. Examples of key cross-tabulations that may be evaluated include:

- Internet connection type by age of respondent
- Internet connection type by geography (urban/suburban/rural or congressional district)
- Internet uses by business type (industry classification)
- Internet connection type by business size
- Satisfaction with vs. importance of internet service characteristics
- Use of telecommuting or distance learning by home internet connection type

Additionally, we will seek to identify key target segments by examining demographic, income, or other relevant drivers. The level of analysis completed will depend on the number of responses and the characteristics of the data collected.

For example, cluster analysis and/or classification trees can be used to segment and profile residents according to their needs or perceptions, and a gap analysis can help us evaluate whether and where the broadband Internet marketplace is meeting or failing to meet expectations for attributes that are important to respondents. That is, including questions about the level of importance respondents assign to various aspects of their service, along with their level of satisfaction with those aspects, enables us to identify areas where providers are meeting or failing customers' expectations. An example of this analysis is shown in the following table:

**Sample Gap Analysis**

	Mean Importance	Mean Satisfaction	GAP <-->	Significance?
Price	7.9	7.2	-0.7	Expectations not met
Local office	5.0	6.4	1.4	Expectations exceeded
Connection speed	8.3	7.6	-0.7	Expectations not met
Connection reliability	9.0	8.6	-0.4	Not significant

#### 4. Outline of Staff Expertise

We propose the following key team members—who will be supported by our staff of engineers and analysts. Resumes for key CTC team member are attached in Appendix A; additional resumes are available on request.

Key Personnel	Project Role
<b>Joanne Hovis</b> <i>President</i>	Project lead; strategic guidance; analysis
<b>Andrew Afflerbach, Ph.D., P.E.</b> <i>Chief Technology Officer</i>	Senior technical adviser
<b>Tom Asp, MBA</b> <i>Principal Engineer and Analyst</i>	Financial analysis; strategic guidance
<b>Matthew DeHaven</b> <i>Principal Engineer</i>	Technical and strategic guidance
<b>Marc Schulhof</b> <i>Senior Analyst &amp; Technical Writer</i>	Technical writer

#### Team Biographies

**Joanne Hovis, *President***, will be the project lead. An attorney who has provided network business model analysis and recommendations for some of the largest public broadband networks in the country (i.e., large-scale concession planning and design-build projects), she is a nationally recognized authority on the broadband market and community broadband topics—and on the evolving role of government in the provision of communications services to the public.

Joanne oversees all ongoing CTC analysis for local government clients and provides innovative business planning for communications networking initiatives such as the pioneering broadband public-private partnerships in the cities of Boulder, Madison, Westminster, and Huntsville (Ala.).

Joanne has extensive experience developing business case and business model scenarios for public sector broadband initiatives; she draws on her deep knowledge of the decision-making process and decision metrics employed by network developers and investors, and her related understanding of the municipal bond market (e.g., credit analysis and ratings). She leads the CTC team that advises the states of Connecticut, Kansas, Massachusetts, and New Mexico, the cities



of Atlanta, Boston, Palo Alto, San Francisco, Seattle, and Washington, D.C., and the statewide broadband networks in Colorado, Maryland, and Pennsylvania.

Joanne is CEO of the Coalition for Local Internet Choice (CLIC) and a former president of the National Association of Telecommunications Officers and Advisors (NATOA). She is a member of the boards of directors of the Benton Foundation, the Fiber to the Home Council, and Consumer Reports.

**Andrew Afflerbach, Ph.D., P.E., Chief Technology Officer**, will be the project adviser. Andrew has designed fiber optic and wireless networks for large cities, counties, and regions, and conceived and developed the super-regional interoperable fiber optic network in the National Capital Region (including the District of Columbia, Maryland, Virginia, and 22 large local communities). In a previous engagement, Andrew served as technical adviser to the government of New Zealand in its nationwide FTTP initiative, where he developed the reference architecture for the effort and led the specification and procurement strategy. He is an experienced network planner who understands the business and financial implications of various network designs.

**Tom Asp, Principal Engineer and Analyst**, has more than 25 years of nationwide experience as a business and market analyst in communications and public power systems. His experience includes telecommunication system design, evaluation of network feasibility, and survey design and execution. He has developed financial statements and prepared quantitative business plan analyses for municipal and utility clients nationwide. He also has extensive experience presenting to local and state government officials, conducting needs assessment interviews, and facilitating stakeholder sessions.

**Matthew DeHaven, Principal Engineer**, has designed thousands of miles of fiber networks in urban and rural geographies across 10 states. He currently is managing the deployment of an FTTP network in Westminster, Maryland. He previously served as the Portfolio Manager for the One Maryland Inter-County Broadband Network; as the lead technical consultant on that project, he oversaw the use of approximately \$100 million in grant and matching funds to build approximately 800 miles of fiber optics and directly connect approximately 650 schools, libraries, government buildings, community colleges, and public safety agencies.

**Marc Schulhof, Senior Analyst and Technical Writer**, has 25 years of experience in technical writing, financial journalism, and corporate communications. He previously was the worldwide editor-in-chief of CIO program websites at IBM, a global editor at PricewaterhouseCoopers Consulting, and an associate editor at *Kiplinger's Personal Finance* magazine. He specializes in writing project deliverables that make complex technical and financial analyses more easily accessible to non-technical audiences.

### CTC Team's Broadband Thought Leadership

In addition to our work directly with clients, CTC principals Joanne Hovis and Andrew Afflerbach are recognized for thought leadership on next-generation broadband issues.

Joanne testified before the U.S. House of Representatives' Committee on Energy and Commerce, Subcommittee on Communications and Technology, about the critical importance of local participation in broadband planning (January 2018).<sup>1</sup> At a 2017 hearing, "Broadband: Deploying America's 21<sup>st</sup> Century Infrastructure," she testified on issues related to deployment of next-generation broadband infrastructure in rural communities.<sup>2</sup>

Joanne and Andrew authored "Gigabit Communities," an independent white paper on gigabit-facilitation strategies commissioned by Google.<sup>3</sup> Joanne also co-authored "The Emerging World of Broadband Public-Private Partnerships: A Business Strategy and Legal Guide" (published by the Benton Foundation).<sup>4</sup>

With the New America Foundation's Open Technology Institute, Joanne and Andrew co-authored a report on local broadband networks: "The Art of the Possible: An Overview of Public Broadband Options."<sup>5</sup> That study was cited in President Obama's report on public sector fiber networks, "Community-based Broadband Solutions: The Benefits Competition and Choice for Community Development and High Speed Internet Access."<sup>6</sup>

In addition, Joanne, Andrew, and other CTC staff have authored guides on community fiber development for the Utilities Telecommunications Council and the Tennessee Valley Public Power Association. These and other key documents are available on our website ([www.CTCnet.us/library](http://www.CTCnet.us/library)).

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*We are in an industry that is changing by the day with respect to regulatory frameworks, technology, and potential business models. CTC is engaging those issues every day, developing new strategies for leveraging public and private sector investment to enable sustainable last-mile connectivity.*

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<sup>1</sup> See <http://www.ctcnet.us/blog/ctc-president-joanne-hovis-testifies-before-u-s-house-of-representatives-subcommittee-on-closing-the-digital-divide-broadband-infrastructure-solutions/>

<sup>2</sup> See <http://www.ctcnet.us/blog/ctc-president-joanne-hovis-testifies-before-u-s-house-subcommittee-broadband-deploying-americas-21st-century-infrastructure/>

<sup>3</sup> See [www.Gigabit-Communities.com](http://www.Gigabit-Communities.com). While this work was commissioned and supported by Google, CTC's analysis was entirely independent and focused on promoting local governments' needs.

<sup>4</sup> <https://www.benton.org/sites/default/files/partnerships.pdf>

<sup>5</sup> <http://www.ctcnet.us/publications/the-art-of-possible-an-overview-of-public-broadband-options/>

<sup>6</sup> [http://www.whitehouse.gov/sites/default/files/docs/community-based\\_broadband\\_report\\_by\\_executive\\_office\\_of\\_the\\_president.pdf](http://www.whitehouse.gov/sites/default/files/docs/community-based_broadband_report_by_executive_office_of_the_president.pdf)

## **5. Assurance of Staff Depth to Meet Project Timeline**

CTC is an established national consulting firm with a unique combination of qualifications and capabilities in broadband financial analysis, business planning, engineering, and network strategic planning. **Founded in 1983, we have a 35-year track record of successfully managing our staffing allocations and meeting our clients' timelines.**

We provide independent financial, strategic, and technical, guidance to local governments, state governments, non-profit consortia, universities, and cooperative and municipal utilities. Our experience and expertise include all aspects of needs assessment, feasibility studies, strategic and business planning, and network engineering for next-generation broadband, both fiber and wireless.

We have conducted similar feasibility assessments—including community engagement (focus groups, working sessions, outreach), market surveys, business plans, engineering analyses, and financial pro formas—for public sector clients nationwide.

Many of our engagements have focused on low-risk public sector strategies to expand fiber or wireless infrastructure to promote economic development, enhance the availability of high-bandwidth services, and increase broadband competition.

We specialize in helping public sector clients develop phased approaches for implementing fiber networks to meet their needs; we are particularly experienced with helping communities identify private partners for broadband initiatives. Our goal in these engagements is to develop relationships in which the private partner shares the risk of expanding a network to serve the community's needs. In these engagements, too, we are vigilant about managing the community's risk with respect to partner financing and operations.

## 6. Representative Experience Related to the Project

The following project descriptions illustrate CTC's demonstrated experience in developing broadband feasibility studies—including stakeholder and community outreach, network planning, engineering, business modeling, business planning, and financial planning. These are just a few of our hundreds of successful engagements with clients similar in size to Worcester County—as well as clients smaller and larger than the County.

**We note, too, that we have a long, successful history of broadband engagements across our home state of Maryland.** We are proud of our work with Talbot and Harford counties, where we have been deeply engaged with rural broadband strategy, and our support of Garrett County—where we developed a broadband strategic plan and an award-winning public-private partnership approach that is considered the leading rural broadband P3 in the country. We are also working closely with the Governor's Office of Rural Broadband on three federal grant applications on behalf of rural Maryland counties.

In addition, we have decades-long consulting relationships with Anne Arundel, Montgomery, and Prince George's counties, and have worked extensively with Baltimore and Allegheny counties and Baltimore City. We also played key roles in the development of the One Maryland Broadband Network and the Maryland Inter-County Broadband Network.

### Talbot County, Maryland

Located on the eastern shore of the Chesapeake Bay, 90 minutes by car from both Baltimore and Washington, D.C., Talbot County offers full-time and part-time residents small-town and rural living in close proximity to the nation's capital and major employment centers. With an estimated population of 38,000, the County has an economy based on agriculture and maritime tourism.



Many tourists and part-time residents travel from regions with superior bandwidth and expect that type of connectivity to continue without interruption when they come to Talbot County. The County is known as a desirable vacation and second-home location for highly skilled individuals who require robust broadband connections to do their work. These visitors and potential residents are willing to pay for high-quality broadband—and they will not stay long in an area with poor service.

Real estate professionals report that properties in the County's underserved areas are suffering losses in value, and that it is sometimes difficult to sell homes without high-quality broadband. Part-time residents in the underserved areas are limited to costly, low-performance satellite services or inadequate DSL services. The County wants part-time residents to continue to visit—and to increase the amount of time they can spend in the County.

CTC currently supports Talbot County with strategic and technical guidance related to its broadband initiatives—including residential market research and guidance on the USDA ReConnect grant opportunity. We previously assisted the County in evaluating its process for siting new cellular towers. We examined the areas of the County where cellular coverage existed, as well as areas where service was not available or where service was deemed to be inadequate. We assisted the County in developing a more systematic approach. Our report addressed a variety of factors that needed to be understood in order to provide for an intelligent and fair distribution of cellular communications towers within the County. The report focused on technical and engineering issues, zoning, the concerns of nearby residents, and land availability—all of which will need to be weighed to optimize voice and broadband service availability while minimizing the impact of wireless structures.

### Garrett County, Maryland

In Garrett County, Maryland (a rural, mountainous community with a thriving tourism sector and a need to support telecommuters and home-schooling families), we helped the local government with engineering and strategic and business planning for expansion of middle-mile fiber—then helped the County negotiate with a private partner to leverage that fiber to support the deployment of a fixed-wireless broadband network.



The private partner is matching the public investment with its own capital and will assume operating risk. The County contribution (which was matched with development funds from the Appalachian Regional Commission—following a successful grant application that CTC developed with the County) made the economics of this opportunity attractive to the private partner.

The fixed wireless “TV White Spaces” network will serve up to 3,000 currently unserved homes in the most remote parts of the County.

This innovative technical solution to the County’s lack of broadband was featured in a 2017 “Motherboard” article, “Rural America Is Building Its Own Internet Because No One Else Will” ([https://motherboard.vice.com/en\\_us/article/paax9n/rural-america-is-building-its-own-internet-because-no-one-else-will](https://motherboard.vice.com/en_us/article/paax9n/rural-america-is-building-its-own-internet-because-no-one-else-will)).

### City of Westminster, Maryland

The Westminster model that CTC pioneered is the most influential broadband public-private partnership in establishing the model of city-owned fiber and private use of that fiber. This demand-driven model was the first of its kind. (For more details, see CTC's website: <http://goo.gl/h14Lqi>.)



The construction of the City's FTTP network and its groundbreaking partnership are the culmination of a multi-year engagement with CTC. CTC first prepared an FTTP feasibility study, cost estimate, and business case for the City in 2012 and 2013. Our report, which focused on maximizing available backbone network connectivity, included a technical design and cost estimates for two last-mile FTTP pilot projects (one focused on residential customers, one focused on businesses).

Based on the strength of the City's commitment to its principles, and the outcome of the feasibility analysis, the City decided to move forward with the small-scale pilot projects. As that focused construction began, CTC continued to work closely with the City to establish its principles and risk tolerance, then designed a potential public-private partnership model that would achieve a balance between those guiding forces. We established the City's preferred role in each aspect of network construction and operations, developed criteria for evaluating potential partnerships, and develop a financial analysis tool to model a range of assumptions.

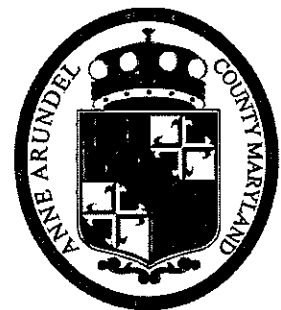
We then wrote an RFP to identify a private partner that would assume operating risk in providing services to the public over the City's FTTP infrastructure. The RFP led to successful negotiations, led by CTC President Joanne Hovis, and the announcement of a first-of-a-kind partnership with Ting Internet.

CTC continues to support the 80-mile FTTP deployment over a range of tasks spanning fiber infrastructure engineering, network design, construction bidding, construction oversight, and quality assurance inspection.

### Anne Arundel County, Maryland

CTC has provided the county with OSP fiber design and engineering for multiple large projects over more than a decade.

CTC currently provides the county with ongoing engineering support for various last-mile engineering projects and provides construction oversight and QA/QC work for the county.



In 2015, CTC provided OSP engineering for a county-funded project to connect schools and traffic signal locations and further extend the county-built fiber infrastructure by 90 miles.

CTC's work on both projects included field surveys, generating engineering prints and bills of materials, network and splicing design, permitting, and acceptance testing. CTC also developed RFP language for OSP construction and fiber maintenance.

From 2010 to 2012, CTC provided OSP engineering for a federally funded project to connect anchor locations (e.g., government buildings, schools) and expand the county's fiber infrastructure. The engineering for that project totaled over 70 miles, and included a rural FTTP network in the southern portion of the county.

### Montgomery County, Maryland

CTC has provided technical, engineering, and strategic support to Montgomery County's Department of Technology Services on its most significant recent infrastructure initiatives, including:

- *FiberNet*: The CTC FiberNet Team Lead serves as CTC's on-site liaison to the FiberNet manager. At the FiberNet manager's direction, the team lead spends up to 20 hours per week at the FiberNet offices, supporting the FiberNet team on a range of significant short- and long-term design and planning engagements.



CTC developed the initial design and architecture, in collaboration with the Department of Public Works and Transportation, for the network that would later become FiberNet. We did this in response to the immediate need to support traffic communications and cameras—but also in response to what we saw as the County's future needs for networking, video, data services, and the Internet.

Later, during the County's cable TV franchise renewal, we identified as a high priority the need to obtain fiber-optic infrastructure from the cable operator; this outside plant would complement the County's existing infrastructure and become part of FiberNet—and enable the County to have high availability services at a reasonable cost. As a result, the County has become a national leader in its network and enterprise capabilities.

CTC also assists the County by providing support for the technological evolution of FiberNet, so it can better meet the growing customer demand caused by the growth of the network's physical footprint.

Recently, CTC completed a preliminary analysis of optical network hardware platforms based on a high-level understanding of growing capacity demands and emerging



requirements across FiberNet's increasingly diverse customer base. The analysis identified differentiating attributes among market-leading optical network platforms offering strategic advantages aligned with the County's objectives and developed baseline specifications and a system-level design for an initial upgrade phase. We also evaluated options for DTS to use FiberNet to expand service to Montgomery College and Montgomery County Public Schools.

CTC also completed an Organizational Governance Study that evaluated County goals and objectives against its current operational, technological, and organizational structure; to recommend a series of changes to improve its value delivery and operational efficiency; and to better align its operations and financial performance to key stakeholder objectives.

- *Wireless Facility Siting:* CTC was central to the development of the 500-square-mile County's wireless siting process, which has been identified by the Intergovernmental Advisory Committee at the FCC and others as providing notable examples of many best practices.<sup>7</sup>

We have been the designated coordinator for the Montgomery County Telecommunications Facilities Coordinating Group (TFCG) from its inception in 1996 until today—marshaling DAS, small cell, and other wireless siting applications from filing to final action by the TFCG. We seek to balance the County's rights and regulations, the wireless industry's interest in delivering services, and the public's interest in minimizing the visual impact of wireless facilities in their neighborhoods.

We provide technical engineering support, coordinate and review carriers' applications to site transmission facilities in the County, conduct physical inspections of proposed siting locations, review applicants' RF engineering submittals, and provide recommendations on each siting request based on zoning standards, the potential visual impact of the installation, and other parameters. We also ensure the County's compliance with the FCC's "shot clock" for processing applications.

Over the course of this 20-year commitment and collaboration, we have drafted policies and procedures for review of applications, provided recommendations on related aspects of zoning text amendments, and informed the TFCG of changes in federal regulations governing the processing of applications to site wireless facilities in the

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<sup>7</sup> Report on Siting Wireless Communications Committee Presented to the Federal Communications Commission, July 12, 2016, <https://transition.fcc.gov/statelocal/IAC-Report-Wireless-Tower-siting.pdf>

County. We advise the County on approaches to enabling robust wireless service while being as mindful as possible of the impact of new antennas in the community.

- *UltraMontgomery*: To support development of the County's UltraMontgomery fiber infrastructure, CTC prepared a fiber market analysis, conducted a competitive assessment of the fiber market, developed a set of proposed in-building wiring standards, and identified a likely evolution path to guide the County's planning. During the initial stages of this ongoing project, we identified opportunities to cost-effectively expand County fiber to serve the Great Seneca Science Corridor and White Oak Science Gateway, as well as to link the area near NIST to the Equinix Data Center in Ashburn, Virginia.
- *Maryland Inter-County Broadband Network (ICBN)*: CTC provided technical leadership and detailed outside plant design services for the ICBN. As the Portfolio Manager for this project, we oversaw and directed engineering and fiber network construction contractors—including the expansion of FiberNet with 132 additional miles of fiber constructed to 100 new sites.
- *NCRnet*: Through our engineering, planning, and integration efforts, the County continues to maximize the benefits of its interconnection with the National Capital Region interoperability network—supporting public safety, video conferencing, and other applications and ensuring reliable communications across jurisdictions.

Our ongoing support of the County's technical needs has included assisting the County in responding to economic development initiatives, such as planning fiber and broadband in downtown Silver Spring and strategies to bring broadband to unserved areas. We have also identified ways to support Montgomery County Public Schools and Montgomery College, and supported the implementation of public safety applications such as automatic vehicle location.

### One Maryland Broadband Network

Working closely with the Maryland Department of Information Technology (DoIT), CTC provided strategic guidance and was the lead engineering and business planning consultant in conjunction with the development of OMBN's successful \$115 million federal grant application. Our services included network architecture, plant engineering, and detailed project preparation, with a focus on expanding the state's existing fiber optic network to reach underserved areas and achieve other program goals. CTC also provided extensive business planning, business modeling, and pro forma preparation.

## Maryland Inter-County Broadband Network

CTC was also the lead engineer, program manager, and project manager for the development of the Maryland Inter-County Broadband Network (ICBN) project—the largest sub-grantee of the One Maryland Broadband Network.

In that role, we designed and engineered approximately 360 miles of ICBN fiber routes for four large counties in the state; oversaw and directed engineering and fiber network construction contractors for the deployment of nearly 800 miles of fiber to 645 anchor institution sites; executed a strong management plan, staffing plan, and quality control plan; maintained the project plan for our work; allocated resources; tracked every aspect of the OSP process; oversaw the budgets and worked with the design team's Project Coordinators to manage deliverables and due dates; and oversaw \$100 million in project funding.

During the ICBN design process, we conducted field walk-outs throughout the jurisdictions. We also worked with the State Highway Administration and the county departments of transportation to determine the availability of existing duct and cabinets, and included those in the design to cost-optimize the routes.

We played a key role in developing ICBN design principles such as fiber quantity, storage locations, access points, and building entry; developing bills of materials (BOMs); analyzing design options (e.g., use of aerial versus underground, use of existing infrastructure); and coordinating with the environmental assessment study.

## Delaware Department of Transportation

CTC has provided communications engineering consulting services to the Delaware Department of Transportation (DelDOT) for almost 20 years—including, recently, guidance on DelDOT's use of the rights-of-way. Among our notable tasks are the following:

- We advised DelDOT about the viability, risks, and opportunities of developing collaboration with the private sector for deployment of communications infrastructure. We prepared strategic analyses and memoranda regarding the risks and opportunities of the potential collaborations and advised DelDOT regarding technical and business means by which to protect its assets and interests.
- CTC engineers currently are overseeing the deployment of a 4.9 GHz point-to-multipoint wireless network for traffic device interconnection and public safety communications. That high-speed, high-capacity wireless deployment will connect DelDOT's fiber network to critical and high-bandwidth devices located in remote areas unserved by fiber.



- We are advising the State of Delaware, through DelDOT, on its FirstNet public safety wireless network planning and implementation.
- CTC's engineers and business analysts wrote the statewide master plan for deploying an integrated broadband fiber and microwave network. That project included an evaluation of DelDOT's existing use of technology and communications networks, and detailed recommendations for a technology strategy and hardware implementations.
- We have advised the State on its statewide 700 MHz narrowband mobile data network, including a requirements analysis, propagation studies, and system design.
- In a previous DelDOT engagement, our team developed specifications for and oversaw the implementation of a mobile traffic camera system utilizing standards-based 802.11b wireless Ethernet transmission and MPEG-2 video encoding for flexible deployments in construction zones and emergency situations.
- CTC engineers supported the implementation and operation of DelDOT's Travelers Advisory Radio System (TARS). Our design employed innovative technologies, including GPS synchronization, IP-monitored field devices, and backbone fiber optic transmission technology. We are providing ongoing maintenance and FCC compliance oversight on the statewide network.
- DelDOT filed our comments on the Federal Communications Commission's proposed spectrum rulemaking on 5.9 GHz communications for dedicated short-range communications (DSRC).<sup>8</sup>

#### State of Maryland – Maryland Transportation Authority

Over a number of years working for MdTA, CTC engineers have analyzed the Interstate 895 corridor to determine the best method of connecting CCTV cameras to the traffic management center, including such matters as use of existing physical plant and cable pathways, construction of new fiber optics, and use of wireless and microwave technologies. We also evaluated various methods of data and video signal transport in multiplexing and recommended a Gigabit Ethernet packet-based approach that was adopted by MdTA. Further, we performed fiber optic testing and review of fiber optic documentation to verify that that all fibers tested met the specifications required by MdTA's contract plans.

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<sup>8</sup> "Reply Comments of DelDOT," July 22, 2016, <https://goo.gl/sVtxiD>

### City of Albuquerque

CTC developed a strategy for connecting the City's key stakeholders and locations with a network that will have the most impact on its economic development and digital inclusion goals. CTC surveyed candidate network routes and developed a system-level design and pricing estimates for the construction and operation of fiber infrastructure. Our strategic design maximized potential economic development, minimized budgeting risks, and positioned the City for future network expansion. CTC then prepared the technical portions of an RFP for the City's procurement process to identify an expert partner for the proposed fiber and wireless construction.



### City of Bloomington, Indiana

CTC is supporting the City's efforts to develop ubiquitous, Gigabit-class broadband. We collaborated with City staff and other stakeholders to facilitate a public symposium and related communications materials on the value of next-generation infrastructure. We performed in-depth analysis of the local broadband market and fostered engagement with a range of public and private stakeholders. CTC's analysts and engineers also assessed the City's existing assets, prepared a competitive assessment of broadband services, benchmarked the City's broadband availability, and developed high-level engineering and cost estimates. Additionally, our team developed and administered an RFI to gauge public-sector interest in partnering with the City to achieve its broadband goals.



### City of Boulder

CTC conducted a comprehensive broadband and FTTP feasibility study to support the City's ConnectBoulder initiative, which focuses on ensuring ubiquity, competition, and digital inclusion.

During the engagement, CTC facilitated extensive stakeholder engagement, assessed the City's existing infrastructure, developed a high-level network design and cost estimate, prepared a request for information (RFI) to identify potential private partners, scored the RFI responses, and facilitated ongoing discussions with finalists. CTC worked closely with the City to evaluate several public-private partnership models to determine which was most viable, and worked with the City to refine the cost models.



### City of Lexington and Fayette County, Kentucky

CTC prepared a broadband feasibility study to help the Lexington-Fayette Urban County Government (LFUCG) understand the challenge of meeting broadband needs in the rural areas of Fayette County, and to develop cost estimates and potential strategies for meeting those needs. CTC evaluated the County's current broadband supply and demand, and potential approaches to filling that gap—through public-private partnership, middle-mile fiber, or a fiber-to-the-premises (FTTP) network.

We found that businesses in the rural areas of Fayette County had very limited broadband connectivity options, and service providers had no active plans for widespread deployment. A major reason for the lack of service was the high cost of buildout in low-population-density areas; we estimated that the cost of network construction in the County was nine times higher than the cost of construction in the City of Lexington.

To illustrate LFUCG's options, CTC's engineers undertook two system-level design and cost estimation efforts for networks in the Fayette County area of the LFUCG: middle-mile and FTTP.

Following the County's decision to move forward with a public-private partnership approach, CTC helped the City negotiate a partnership with MetroNet, which currently is constructing a fiber network under an agreement that shifts most of the financial risk to the private company. (For more details, see: <https://www.kentucky.com/news/local/counties/fayette-county/article217385750.html>).

### City of Madison, Wisconsin

CTC wrote a fiber-to-the-premises (FTTP) feasibility study for the City in mid-2016.<sup>9</sup> Over the course of the engagement, CTC engineers and analysts inventoried the City's key physical infrastructure, including the Metropolitan Unified Fiber Network (MUFN); conducted interviews with representatives of City departments and stakeholders; researched the region's available broadband services and costs; evaluated potential public-private partnership business models; and developed pro forma financial statements for a City-owned fiber network. In addition to those tasks, CTC conducted residential market research to supplement the report's findings, and to help gauge the community's interest in broadband.



CTC recently began a citywide audit and inventory of conduit, fiber, and splice information for the Madison Unified Fiber Network (MUFN) outside plant network.

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<sup>9</sup> The final report is available on our website: <http://www.ctcnet.us/news/city-of-madison-releases-ctc-report/>

### City of Palo Alto, California

CTC has a multi-decade relationship with the City of Palo Alto and Palo Alto Utilities. In two parallel projects in 2015, for example, CTC developed both a fiber-to-



the-premises (FTTP) master plan and a wireless network plan for the City. In the fiber realm, CTC determined the extent to which the City's infrastructure could be used to enable FTTP buildout. We developed a full FTTP feasibility study for a range of potential business models, including public, private, and public-private partnership. In the wireless engagement, CTC conducted a system-level requirements analysis and a needs assessment, and recommended wireless technologies, network designs, and business models.

CTC previously provided strategic guidance and advice to the City on expanding its dark fiber network to create opportunities for enhanced utility, municipal, and commercial services. We assessed how to leverage existing infrastructure to promote commercial wireless broadband deployment and improve municipal Smart Grid and public safety technologies. We also prepared a framework for establishing a public-private partnership to encourage greater infrastructure deployment.

CTC engineers also developed a "dig once" ordinance and related processes for the City.

### City of Pharr, Texas

With support from the Federal Reserve Bank of Dallas, CTC has collaborated with the City since 2016—developing a broadband strategic plan that includes business planning and engineering guidance for a fiber network that would serve lower-income areas of the City and nearby colonias.<sup>10</sup> CTC's engineers and analysts assessed the City's broadband infrastructure and market; evaluated current and future demand for broadband; analyzed potential federal and regional funding mechanisms for fiber deployment;



<sup>10</sup> For more details on the ways in which our work dovetails with the Dallas Fed's goals for serving the colonias, see: "Las Colonias in the 21<sup>st</sup> Century," Federal Reserve Bank of Dallas, <https://www.dallasfed.org/~media/microsites/cd/colonias/index.html>

and explored options for the City to engage with the private sector on a potential partnership to expand the City's broadband infrastructure.

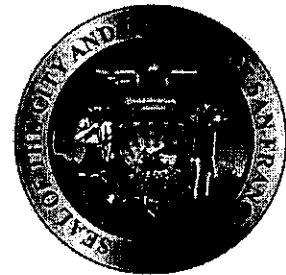
### City of Pikeville, Kentucky

CTC supported the City on a fiber-to-the-premises (FTTP) feasibility study and strategic planning. Our work included an FTTP cost estimate and financial analysis. As part of our ongoing engagement, we wrote and administered a request for information (RFI) and a follow-up request for proposals (RFP) to identify potential for-profit and non-profit entities interested in partnering with the City to develop a citywide FTTP network. The City is committed to enhancing broadband availability for all its businesses, residents, and anchor institutions.



### City and County of San Francisco

CTC kicked off a major broadband strategic planning project with the City in February 2017. We provided strategic, financial, and technical advisory services as part of a broad effort to analyze the City's broadband options. We completed the first phase of this project, culminating in the delivery of a major study.<sup>11</sup>



CTC also recently developed technical specifications for a municipal "dig once" policy to facilitate the cost-effective expansion of broadband infrastructure throughout the City.

We previously prepared a series of path-breaking analyses of the feasibility of the City building and operating a fiber-to-the-premises (FTTP) network—including a system design and detailed analysis of candidate architectures and open access models. The project also included analysis of multiple business models and business recommendations customized for San Francisco's unique circumstances.

In another strategic initiative, CTC assisted the City in developing and evaluating options for backhaul to serve City-operated Wi-Fi service to the public and to residents of public housing.

CTC also provided ongoing consulting and strategic guidance with respect to an FTTP pilot and related technology projects, and helped the City with business planning, financial analysis, and engineering design to support its preparation of an extensive application for federal grant funding. The market research analysis provided measurements to predict emission reductions

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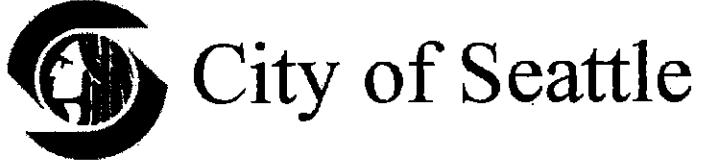
<sup>11</sup> <http://www.ctcnet.us/publications/fiber-for-san-francisco-initiative-the-potential-for-ubiquitous-open-fiber-to-the-premises-in-san-francisco/>



and other ancillary benefits of facilitating work-at-home initiatives through an FTTP implementation.

### City of Seattle and Seattle City Light

As the City's broadband consultant, CTC has delivered business, technical, and strategic guidance to the City as it has explored options for FTTP network deployment in light of its changing local marketplace and the emergence of new business models.



Most recently, CTC developed a strategic wireless plan that recommends technical approaches to filling broadband gaps (e.g., in underserved neighborhoods) and a sustainable business model for deployment. CTC engaged various stakeholders and agencies on the City's behalf and conducted outreach to private sector entities—including Internet service providers and wireless carriers—through an RFI process.<sup>12</sup> CTC's engineers and analysts evaluated the potential for public-private partnerships (P3) and provided a high-level financial and technical approach to fill the City's broadband gaps.

In spring 2017, the City released a CTC study that examined the feasibility of using the City's fiber to support Wi-Fi. That report, available on CTC's website (<https://goo.gl/o5cNLs>) represents a strategic approach for deploying Wi-Fi and other wireless technologies as a tool for addressing Seattle's digital equity and digital inclusion needs. The plan balances the City's two key project goals: The need to serve the public by filling broadband gaps (due to lack of availability or affordability), and the need to deploy services through a financially sustainable business model.

This engagement follows on multiple significant projects we have completed with the City and its electric utility over more than eight years. In 2015, we completed a major FTTP feasibility study (<http://www.seattle.gov/tech/initiatives/broadband/studies-and-history>) that included residential and business market research, financial projections for multiple buildout approaches, and a risk assessment. CTC has previously performed market research and developed a feasibility study, a business case analysis, and an "off-the-balance-sheet" benefits analysis for a proposed citywide FTTP network.

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<sup>12</sup> <http://www.ctcnet.us/blog/city-of-seattle-releases-rfi-for-collaboration-and-or-partnership-for-wireless-services-and-potential-smart-cities-deployments-including-in-low-income-districts-and-parks/>

## Summit County, Colorado

A rural county deep in the Rocky Mountains, Summit County is known for resorts that attract visitors year-round. Despite its proximity to significant communications infrastructure, and the demand created by its residents and visitors, some parts of the County lack sufficient access to reliable and robust broadband.



To identify strategies that will help the County reach its goals—improved broadband connectivity for residents, businesses, and public safety users; greater digital inclusion; the delivery of municipal services; governmental cost savings; and more efficient “connected government”—the County hired CTC to evaluate existing communications infrastructure, conduct outreach to the cellular carriers; evaluate potential solutions (including partnerships); and develop requests for information (RFI) to seek partners willing to engage on wireless or fiber-to-the-premises (FTTP) deployment in the County.

CTC and the County conducted a comprehensive needs assessment session to understand the County’s goals and objectives for the project. CTC then evaluated the existing wired and wireless communications infrastructure and services; spoke with the town managers/mayors, affected citizens, and other stakeholders to gather insight and information; and facilitated discussions with cellular carriers and tower companies that could potentially fill the coverage gaps.

To seek input on options for public–private partnerships, CTC developed and assessed responses to two requests for information (RFI): one for fiber-to-the-premises (FTTP) throughout the County and one for wireless broadband, primarily targeting the County’s unserved areas. We also developed a high-level design and cost estimate for a County-implemented wireless broadband solution for the unserved areas.

CTC’s work with the County resulted in igniting discussions with major carriers who may be able to fill the coverage gaps in the County. These conversations have been instrumental in the County establishing good relationships with private carriers that have the potential to provide additional coverage in areas of the County.

## Cities of Urbana and Champaign / University of Illinois (UC2B Network)

CTC has been the strategic and business planning consultant to Urbana, Champaign, and the university for more than seven years—since the coalition conceived of constructing a middle-mile fiber network to connect community anchor institutions.



Following construction of the middle-mile fiber, we prepared a request for information (RFI) to enable the cities and the university to identify a private partner that would finance and operate an FTTP expansion of the network to serve 100 percent of the community. We evaluated potential partners' proposals, then helped to negotiate with two partners to reduce the community's risks and ensure that a partnership would achieve the coalition's policy goals for digital inclusion.

As a result of the coalition's partnership, UC2B secured an open access Gigabit FTTP network buildout that, based on the negotiated agreement, would protect its public policy interest by providing the same opportunity for access to the entire community. In return, UC2B's partner would have access to UC2B's existing middle-mile infrastructure (which the partner would operate) and the foundation of a significant last-mile consumer network.

#### City of Vallejo, California

CTC developed a Fiber Optic Master Plan that would guide the feasibility, long-term planning, budgeting, and implementation of a municipal broadband network for the City. The City's goals were to comprehensively assess its options, evaluate the advantages and drawbacks of potential business models, design and estimate the cost of key fiber routes to enhance the City's existing fiber infrastructure (which had been focused on traffic communications applications), identify funding requirements (to be assumed by a combination of public and/or private entities), and lay the groundwork for a phased implementation that would enable on-demand build-out without incurring any debt. The City also sought to balance need with equity when determining areas to prioritize with fiber construction.



### 7. Fee Schedule and Cost Proposal / Bid Form

CTC proposes to perform the tasks identified in the scope of work above (excluding the optional survey in Task 6) for the not-to-exceed cost of \$60,000, including travel. At the County's direction, we will perform Task 6 for the additional not-to-exceed cost of \$29,500. Our signed bid form is below.

We will bill our work at the hourly rates listed below.

Labor Category	Rate
Chief Technology Officer/ Director of Business Consulting	\$225
Principal Analyst	\$200
Senior Analyst	\$175
Staff Analyst	\$155

CTC's billing rates are inclusive of all travel expenses.

**BID FORM**

**Broadband Feasibility Study for the Residents of Worcester County**

I/we have reviewed the specifications and provisions for furnishing a feasibility study for the residents of Worcester County. This study will serve the basis for data to provide Broadband coverage to Worcester County unserved residents at a later phase.

Total lump sum for services (excluding optional Task 6): \$60,000

Services will be completed within 180 days from notice to proceed by Worcester County.

**BID MUST BE SIGNED AND DATED TO BE VALID**

Date: February 7, 2019

Signature: 

Typed Name: Joanne Hovis


Title: President

Firm: Columbia Telecommunications Corp.  
d/b/a CTC Technology & Energy

Address: 10613 Concord St.  
Kensington, MD 20895

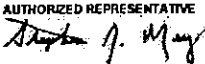
Phone: 301.933.1488

## 8. Proof of Insurance

		COLUTEL-01		JOTTO
		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>				
<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>				
<b>PRODUCER:</b> The Insurance Exchange, Inc. 9713 Key West Avenue Suite 401 Rockville, MD 20850		<b>CONTACT NAME:</b> PHONE (A.C. No. Ext): (301) 279-5500      FAX (A.C. No.): (301) 330-1270 E-MAIL ADDRESS:		
<b>INSURED:</b> Columbia Telecommunications Corporation (CTC) 10613 Concord Street Kensington, MD 20895		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
		INSURER A: <b>Continental Casualty Company</b>		<b>20443</b>
		INSURER B: <b>Valley Forge Insurance Company</b>		<b>20508</b>
		INSURER C: <b>The Continental Insurance Company</b>		<b>35289</b>
		INSURER D:		
INSURER E:				
INSURER F:				

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		LIMITS	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	TYPE OF INSURANCE	ADDL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
CTR		INSR		(MM/DD/YYYY)	(MM/DD/YYYY)		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		6074574563	10/01/2018	10/01/2019	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/POP AGG	\$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		6072808672	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6074574577	10/01/2018	10/01/2019	EACH OCCURRENCE	\$ 7,000,000
						AGGREGATE	\$ 7,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6072808879	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab.		6074574563	10/01/2018	10/01/2019	Ea. Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## Appendix A: CTC Staff Resumes

Joanne S. Hovis, Esq. | President

Joanne Hovis is a nationally recognized authority on broadband markets and on the evolving role of public-private partnerships in the provision of communications services to the public. For more than 20 years, she has overseen all client relationships and directed consulting services related to strategic planning, business modeling, and financial analysis for CTC's hundreds of clients nationwide.

Joanne leads the CTC teams that advise the states of Connecticut, New Mexico; the cities of Atlanta, Boston, San Francisco, Seattle, and Washington, D.C.; and the statewide broadband networks in Colorado, Maryland, and Pennsylvania. She also leads CTC's consulting on federal funding programs such as E-Rate, the Connect America Fund Phase II, and the Healthcare Connect Fund.

She has testified before Congress on rural broadband and the digital divide, and has provided expert presentations to the Federal Communications Commission, the U.S. Conference of Mayors, the National League of Cities, and other national organizations.

Joanne is also CEO of the Coalition for Local Internet Choice (CLIC) and a member of the boards of directors of the Benton Foundation and the Fiber Broadband Association. She is a former president of the National Association of Telecommunications Officers and Advisors (NATOA).

### Public-Private Partnership (P3) Planning and Negotiations

Joanne has spearheaded projects that explore a range of business models by which local and state government clients can leverage their assets to build or expand fiber networks, and to incentivize private sector broadband expansion.

- Joanne has provided extensive business planning, market assessment, and strategic planning for the **City and County of San Francisco** over a dozen years. In 2018, she played a key role in the project team that developed an innovative partnership strategy for deploying a ubiquitous fiber-to-the-premises (FTTP) network. In an earlier project that laid the groundwork for the city's current efforts, Joanne conducted an independent evaluation of the feasibility of San Francisco constructing and operating such a network.
- Joanne prepared a fiber feasibility study and business case for the **City of Westminster, Maryland** in 2012 and 2013. Following the city's decision to move forward with FTTP pilot projects designed by CTC engineers, Joanne assisted the city in identifying and negotiating with a private partner to assume operating risk in providing services to the public over the city's FTTP infrastructure.
- Joanne has been the strategic and business planning consultant to the **Urbana-Champaign Big Broadband (UC2B) Coalition (University of Illinois and the cities of Champaign and Urbana)** for more than eight years. Following construction of the coalition's middle-mile network to connect anchor institutions, she wrote an RFI to enable the coalition to identify a private partner that would finance and operate an

FTTP expansion. She evaluated potential partners' proposals, then helped negotiate with two partners to reduce the community's risks and ensure that a partnership would achieve economic development and digital inclusion goals. As a result of the final partnership, UC2B secured an open access gigabit FTTP network buildout.

Business Planning and Feasibility Analysis

Joanne is sought nationwide as an expert in municipal broadband business models and planning. Among the projects she has led are the following CTC engagements:

- Joanne advised the **City of Atlanta** on strategic and tactical approaches it can take to plan, build, and operate its own fiber network to cost-effectively serve its internal needs, promote private sector broadband investment, and enable competition in the City's residential and business broadband markets. She assisted the City in its discussions with telecommunications providers about options for joint build and partnership.
- Joanne has advised the **City of Seattle** regarding business planning strategies for a citywide fiber enterprise and facilitating equitable access to wireless broadband services. In her report on citywide fiber, she analyzed the public subsidies a network would require and delivered a full assessment of opportunities and risks. The report included an internal needs analysis, statistically significant market research, an assessment of competing services and technologies, and an evaluation of the business case and financial risks. Joanne led further analysis of the benefits of FTTP beyond the traditional balance sheet, including cost avoidance.
- Joanne advises the **State of New Mexico's Department of Information Technology** on broadband planning. She led a team of analysts that produced a guidebook for New Mexico's local governments on the business, financial, and strategic planning necessary to implement city- or county-owned broadband networks. The guidebook discusses strategies for exploring public-private partnerships to facilitate broadband expansion.
- Joanne supported the **State of Kansas Department of Commerce** on a needs assessment of the state's network infrastructure. She conducted major market surveys of core sectors across the state (residents, businesses, and community anchor institutions) to evaluate the current uses and needs of broadband infrastructure. She also developed a strategy for the evolution of Kan-ed, the state-created broadband program that serves schools, hospitals, libraries, and higher education institutions.
- Joanne has advised officials in the **District of Columbia** government on a range of telecommunications and fiber optic projects for almost a decade. She worked with the Office of the Chief Technology Officer (OCTO) to create a business plan and strategy for building a municipal fiber optic network with a wireless overlay in the least-served wards of the city. She performed a business case and technology analysis for DC-Net, a fiber optic telecommunications network that provides voice and data services for the District. She analyzed governmental, educational, and public safety uses of the network.



- Joanne devised a business strategy and wrote a business plan for **KINBER**, the statewide backbone and middle-mile fiber infrastructure focused on the higher education and healthcare sectors in Pennsylvania. One highlight of the KINBER strategy was developing an actionable plan to increase early cash flow.
- Joanne developed a broadband feasibility study for **Garrett County, Maryland**, with a focus on maximizing the benefits and use of the state's grant-funded fiber backbone. That initial analysis led to strategic planning and support for the county's successful Appalachian Regional Commission grant funding and a pioneering public-private partnership that has deployed TV White Spaces wireless service to unserved rural parts of the county.

#### Federal Funding and Grant Planning

Joanne's expertise includes the funding opportunities available to local government broadband planners through the federal government and other sources. She has guided clients through project planning, application writing, and fund management. Her work on behalf of clients has included successful applications for funding from a range of programs, including E-rate, Rural Utilities Service (RUS), Broadband Technology Opportunities Program (BTOP), Public Safety Interoperable Communications (PSIC), the Appalachian Regional Commission (ARC), and the Department of Homeland Security's Urban Areas Security Initiative (UASI).

#### Speaking and Advocacy

Joanne is in wide demand as a speaker and expert source on broadband deployment and public-private partnership issues. She has testified before the U.S. Congress on matters of broadband deployment and policy; has been interviewed by publications including *Business Week*, *The Washington Post*, *The New Yorker*, and *The Baltimore Sun*; and has been featured on C-SPAN's "The Communicators."

She has provided expert presentations to the Federal Communications Commission, the U.S. Conference of Mayors, the National League of Cities, the Broadband Communities Summit, Technology Policy Summit, the University of Illinois, Case Western Reserve University, the New America Foundation, and the Congressional Internet Caucus.

#### **EDUCATION**

***Juris Doctor*, with honors**, University of Chicago Law School, 1994

***Bachelor of Arts*, with distinction**, University of Wisconsin, Madison, 1990

#### **PROFESSIONAL CERTIFICATIONS/LICENSES**

Member of Illinois Bar Association

Member of District of Columbia Bar Association

#### **ORGANIZATIONS**

- Coalition for Local Internet Choice, CEO
- Benton Foundation, Director
- Fiber Broadband Association, Director

- Consumer Reports, Director
- United States Unified Community Anchor Network, Task Force on Community Anchor Network Economic Models, Charter Member
- National Association of Telecommunications Officers and Advisors, Past President

**PRIOR TO COMING TO CTC IN 1997**

- 1996–1997    Litigation/Communications Attorney  
                  Mintz, Levin, Cohn, Ferris, Glovsky, & Popeo P.C., Washington, D.C.
- 1994–1996    Litigation Attorney  
                  Jenner & Block, Chicago

**SELECTED PUBLICATIONS**

- “Leaping the Digital Divide: Encouraging Policies and Partnerships to Improve Broadband Access Across North Carolina,” co-author, published by the North Carolina League of Municipalities, 2018
- “The Emerging World of Broadband Public–Private Partnerships: A Business Strategy and Legal Guide,” co-author, published by the Benton Foundation, 2017
- “The Atomic Age of Data: Policies for the Internet of Things,” contributor as participant at the Aspen Institute Conference on Communications Policy, 2015
- “The Art of the Possible: An Overview of Public Broadband Options,” with the New America Foundation, 2015
- “Better Communities through Better Broadband: A Coalition of Public and Private Interests Affirms the Need for Local Internet Choice,” Benton Foundation Blog, 2015
- “The Killer App for Local Fiber Networks,” *Broadband Communities* magazine, November/December 2014
- “Gigabit Communities: Technical Strategies for Facilitating Public or Private Broadband Construction in Your Community,” 2014—an independent report sponsored by Google as a guide for local government leaders and planners
- “How communities can facilitate fiber construction,” Google Fiber Blog, 2014
- “Facilitating Broadband Construction,” *Broadband Communities* magazine, January/February 2014

## Andrew Afflerbach, Ph.D., P.E. | CEO and Chief Technology Officer

Dr. Andrew Afflerbach specializes in the planning, designing, and implementation oversight of broadband communications networks, smart cities strategies, and public safety networks. His expertise includes state-of-the-art fiber and wireless technologies, the unique requirements of public safety networks, and the ways in which communications infrastructure enables smart and connected applications and programs for cities, states, and regions.

Andrew has planned and designed robust and resilient network strategies for dozens of clients, including state and local governments and public safety users. He has delivered strategic technical guidance on wired and wireless communications issues to cities, states, and national governments over more than 20 years. He has advised numerous cities and states, including New York City, San Francisco, Seattle, Atlanta, Washington, D.C., and Boston, and served as a senior adviser to Crown Fibre Holdings, the public entity directing New Zealand's national fiber-to-the-home project.

In addition to designing networks, Andrew testifies as an expert witness on broadband communications issues. And he is frequently consulted on critical communications policy issues through technical analyses submitted to the Federal Communications Commission (FCC) and policymakers. He has prepared white papers on:

- Estimating the cost to expand fiber to underserved schools and libraries nationwide
- Conducting due diligence for the IP transition of the country's telecommunications infrastructure
- Developing technical frameworks for wireless network neutrality
- Streamlining deployment of small cell infrastructure by improving wireless facilities siting policies
- Limiting interference from LTE-U networks in unlicensed spectrum

As CTC's Chief Technology Officer, Andrew oversees all technical analysis and engineering work performed by the firm. He has a Ph.D. and is a licensed Professional Engineer.

### Fiber Network Planning and Engineering

Andrew has architected and designed middle- and last-mile fiber broadband networks for the District of Columbia (Washington, D.C.); the city of San Francisco; the Delaware Department of Transportation; the Maryland Transportation Authority; and many large counties.

He oversaw the development of system-level broadband designs and construction cost estimates for the cities of Atlanta, Boston, Boulder, Palo Alto, Madison, and Seattle; the states of Connecticut and Kentucky; and many municipal electric providers and rural communities. He is overseeing the detailed design of the city-built fiber-to-the-premises (FTTP) networks in Westminster, Maryland; Alford, Massachusetts; and Holly Springs and Wake Forest, North Carolina.

In Boston, Andrew led the CTC team that developed a detailed RFP, evaluated responses, and participated in negotiations to acquire an Indefeasible Right of Use (IRU) agreement with a fiber vendor to connect schools, libraries, public housing, and public safety throughout the City. This approach was designed to allow the City to oversee and control access and content among these facilities.

### Wireless Network Planning and Engineering

Applying the current state of the art—and considering the attributes of anticipated future technological advancements such as “5G”—Andrew has developed candidate wireless network designs to meet the requirements of clients including the cities of Atlanta, San Francisco, and Seattle. In a major American city, Andrew led the team that evaluated wireless broadband solutions, including a wireless spectrum roadmap, to complement potential wired solutions.

In rural, mountainous Garrett County, Maryland, Andrew designed and oversaw the deployment of an innovative wireless broadband network that used TV white space spectrum to reach previously unserved residents. To enhance public internet connectivity, Andrew provides technical oversight on CTC’s Wi-Fi-related projects, including the design and deployment of Wi-Fi networks in several parks in Montgomery County, Maryland.

Andrew also advises local and state government agencies on issues related to wireless attachments in the public rights-of-way; he leads the CTC team that supports the Texas Department of Transportation (TxDOT) and many large counties on wireless attachment policies and procedures.

Public Safety Networking

Andrew leads the CTC team providing strategic and tactical guidance on FirstNet (including agency adoption and other critical decision-making) for the State of Delaware and Onondaga County, New York. In the District of Columbia, he and his team evaluated the financial, technical, and operational impact of building the District’s own public safety broadband network, including the design of an LTE system that provided public-safety-level coverage and capacity citywide. This due diligence allowed the District to make an informed decision regarding opting in or out of the National Public Safety Broadband Network.

Andrew currently is working with the State of Delaware to evaluate LTE coverage gaps throughout the state to assist agencies in their choice of public safety broadband networks. On the state’s behalf, he and his team are also conducting outreach to AT&T and other carriers to evaluate their public safety offerings. He is performing similar work as part of CTC’s engagement with El Paso County, Colorado.

Earlier, Andrew led the CTC team that identified communications gaps and evaluated potential technical solutions for the Baltimore Urban Area Security Initiative (UASI), a regional emergency preparedness planning effort funded by the U.S. Department of Homeland Security (DHS).

He previously served as lead engineer and technical architect for planning and development of NCRnet, a regional fiber optic and microwave network that links public safety and emergency support users throughout the 19 jurisdictions of the National Capital Region (Washington, D.C. and surrounding jurisdictions), under a DHS grant. He wrote the initial feasibility studies that led to this project for regional network interconnection.

Smart Grid

Andrew and the CTC team provided expert testimony and advisory services to the Public Service Commission of Maryland regarding Advanced Metering Infrastructure (AMI). CTC provided objective guidance to the staff as it evaluated AMI applications submitted by three of the state’s investor-owned utilities (IOUs). This contract represented the first time the PSC staff had asked a consultant to advise them on technology—a reflection of the lack of standards in the Smart Grid arena.

Broadband Communications Policy Advisory Services

Andrew advises public sector clients and a range of policy think tanks, U.S. federal agencies, and non-profits regarding the engineering issues underlying key communications issues. For example, he:

- Provided expert testimony to the FCC in the matter of the preparation of the **national broadband plan** as a representative of the National Association of Counties (NACo) and the National Association of Telecommunications Officers & Advisors (NATOA).
- Served as expert advisor regarding broadband deployment to the U.S. Conference of Mayors, NACo, National League of Cities, Public Knowledge, New America Foundation Open Technology Institute, and NATOA in those organizations' filings before the FCC in the matter of determination of the deployment of a **national, interoperable wireless network in the 700 MHz spectrum**.
- In connection with the FCC's ongoing **Open Internet proceeding**, advised the New America Foundation regarding the technical pathways by which "any device" and "any application" regimes could be achieved in the wireless broadband arena as they have been in the wireline area.
- Provided expert technical advice on the **700 MHz broadband and AWS-3 proceedings** at the FCC for the Public Interest Spectrum Coalition (including Free Press, the New America Foundation, Consumers Union, and the Media Access Project).
- Served as technical advisor to the **U.S. Naval Exchange** in its evaluation of vendors' broadband communications services on U.S. Navy bases worldwide.
- Advised the **U.S. Internal Revenue Service** regarding the history of broadband and cable deployment and related technical issues in that agency's evaluation of appropriate regulations for those industries.
- Advised the Stanford Law School Center for Internet and Society on the technical issues for their briefs in the **Brand X Supreme Court appeal** regarding cable broadband.

Broadband Communications Instruction

Andrew has served as an instructor for the U.S. Federal Highway Association/National Highway Institute, the George Washington University Continuing Education Program, the University of Maryland Instructional TV Program, ITS America, Law Seminars International, and the COMNET Exposition. He developed curricula for the United States Department of Transportation.

He taught and helped develop an online graduate-level course for the University of Maryland. He developed and taught communications courses and curricula for ITS America, COMNET, and the University of Maryland. His analysis of cable open access is used in the curriculum of the International Training Program on Utility Regulation and Strategy at the University of Florida.

Andrew has also prepared client tutorials and presented papers on emerging telecommunications technologies to the National Fire Protection Association (NFPA), NATOA, the National League of Cities (NLC), the International City/County Management Association (ICMA), and the American Association of Community Colleges (AACC). He taught college-level astrophysics at the University of Wisconsin.

### **EMPLOYMENT HISTORY**

1995–Present CEO/Chief Technology Officer, CTC  
Previous positions: Director of Engineering, Principal Engineer, Senior Scientist  
1990–1996 Astronomer/Instructor/Researcher  
University of Wisconsin–Madison, NASA, and Swarthmore College

### **EDUCATION**

Ph.D., Astronomy, University of Wisconsin–Madison, 1996

- NASA Graduate Fellow, 1993–1996. Research fellowship in astrophysics
- Elected Member, Sigma Xi Scientific Research Honor Society

Master of Science, Astronomy, University of Wisconsin–Madison, 1993

Bachelor of Arts, Physics, Swarthmore College, 1991

- Eugene M. Lang Scholar, 1987–1991

### **PROFESSIONAL CERTIFICATIONS/LICENSES**

Professional Engineer, Commonwealth of Virginia and states of Delaware, Maryland, and Illinois

### **HONORS/ORGANIZATIONS**

- Disaster Response and Recovery Working Group, FCC’s Broadband Deployment Advisory Committee (BDAC)
- Association of Public-Safety Communications Officials (APCO)
- Board of Visitors, University of Wisconsin Department of Astronomy
- National Association of Telecommunications Officers and Advisors (NATOA) Technology and Public Safety Committees
- Armed Forces Communications and Electronics Association (AFCEA)
- Society of Cable and Telecommunications Engineers (SCTE)
- Institute of Electrical and Electronic Engineers (IEEE)
- Charleston Defense Contractors Association (CDCA)

### **SELECTED PUBLICATIONS, PRESENTATIONS, and COURSES**

- Declaration in Response to FCC’s Order, “Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment,” prepared for the Smart Communities and Special Districts Coalition, filed with the FCC, Sept. 2018
- Declaration in Response to the Proposed T-Mobile/Sprint Merger, prepared for the Communications Workers of America, filed with the FCC, Aug. 2018
- “A Model for Understanding the Cost to Connect Anchor Institutions with Fiber Optics” (co-author), prepared for the Schools, Health & Libraries Broadband Coalition, Feb. 2018
- “How Localities Can Prepare for—and Capitalize on—the Coming Wave of Public Safety Network Construction,” Feb. 2018
- “Network Resiliency and Security Playbook” (co-author), prepared for the National Institute of Hometown Security, Nov. 2017
- “Mobile Broadband Service Is Not an Adequate Substitute for Wirelines” (co-author; addressing the limitations of 5G), prepared for the Communications Workers of America, Oct. 2017

- "Technical Guide to Dig Once Policies," April 2017
- "Streamlining Deployment of Small Cell Infrastructure by Improving Wireless Facilities Siting Policies," prepared for the Smart Communities Siting Coalition, filed with the FCC, March 2017
- "How Localities Can Improve Wireless Service for the Public While Addressing Citizen Concerns," Nov. 2016
- "LTE-U Interference in Unlicensed Spectrum: The Impact on Local Communities and Recommended Solutions," prepared for WifiForward, Feb. 2016
- "Mobile Broadband Networks Can Manage Congestion While Abiding by Open Internet Principles," prepared for the New America Foundation's Open Technology Institute – Wireless Future Project, filed with the FCC, Nov. 2014
- "The State of the Art and Evolution of Cable Television and Broadband Technology," prepared for Public Knowledge, filed with the FCC, Nov. 2014
- "A Model for Understanding the Cost to Connect Schools and Libraries with Fiber Optics," prepared for the Schools, Health & Libraries Broadband Coalition, filed with the FCC, Oct. 2014
- "The Art of the Possible: An Overview of Public Broadband Options," prepared jointly with the New America Foundation's Open Technology Institute, May 2014
- "Understanding Broadband Performance Factors," with Tom Asp, *Broadband Communities* magazine, March/April 2014
- "Engineering Analysis of Technical Issues Raised in the FCC's Proceeding on Wireless Facilities Siting," filed with the FCC (<http://apps.fcc.gov/ecfs/document/view?id=7521070994>), Feb. 2014
- "A Brief Assessment of Engineering Issues Related to Trial Testing for IP Transition," prepared for Public Knowledge and sent to the FCC as part of its proceedings on Advancing Technology Transitions While Protecting Network Values, Jan. 2014
- "Gigabit Communities: Technical Strategies for Facilitating Public or Private Broadband Construction in Your Community," prepared as a guide for local government leaders and planners (sponsored by Google), Jan. 2014
- "Critical Partners in Data Driven Science: Homeland Security and Public Safety," submitted to the *Workshop on Advanced Regional & State Networks (ARNs): Envisioning the Future as Critical Partners in Data-Driven Science*, Internet2 workshop chaired by Mark Johnson, CTO of MCNC, Washington, D.C., April 2013
- "Connected Communities: How a City Can Plan and Implement Public Safety & Public Wireless," submitted to the International Wireless Communications Exposition, Las Vegas, March 2013
- "Cost Estimate for Building Fiber Optics to Key Anchor Institutions," prepared for submittal to the FCC by NATOA and SHLB, Sept. 2009
- "Efficiencies Available Through Simultaneous Construction and Co-location of Communications Conduit and Fiber," prepared for submittal to the FCC by the National Association of Telecommunications Officers and Advisors and the City and County of San Francisco, 2009, referenced in the National Broadband Plan
- "How the National Capital Region Built a 21st Century Regional Communications Network" and "Why City and County Communications are at Risk," invited presentation at the FCC's National Broadband Plan workshop, Aug. 25, 2009

Thomas J. Asp, BSEE, MBA | Principal Engineer and Analyst

Mr. Asp specializes in evaluating connectivity (voice, video, and data) options and recommending effective solutions for clients throughout the United States. He holds more than 25 years of experience as an engineer and analyst in communications and public power systems. His experience includes electric and telecommunication system design, network feasibility, evaluation of the financial impact of projects on operations, and provision of expert testimony.

Mr. Asp is recognized as an expert in evaluating and offering recommendations regarding municipal broadband communications systems. He has been actively involved with telecommunication market research and feasibility analysis for over a decade, both with CTC and previously as a partner at the public accounting firm of Virchow Krause (Baker Tilley). Mr. Asp also has significant experience in the communications industry working in the areas of cellular, cable TV, broadband, and mobile radio, including as a product manager in the Cellular Mobile Telephone, Automatic Meter Reading, and Distribution Automation industries.

Broadband Networks (Wired and Wireless)

Mr. Asp is regarded as one of the premiere analysts in the United States regarding municipal planning and deployment of broadband systems to meet economic development, digital inclusion, and other needs. He has assisted numerous local governments, municipal utilities, and municipal consortia to evaluate their communities' communications needs and determine the financial parameters and business case for meeting those needs.

In this area, Mr. Asp's experience includes preparing connectivity feasibility studies for municipal networks, including economic analysis, market assessment, technology review, vendor analysis, and business plan development. He has assisted numerous communities with evaluating the feasibility of advanced connectivity services alternatives including provider partnerships and city-owned networks. He has reviewed options under cable franchise agreement for municipal purchase and operation. Mr. Asp has reviewed offerings and operations of incumbent telecommunications providers and assisted in negotiations with incumbent telecommunications providers to enhance availability of existing services and to encourage new and innovative offerings.

Some select examples of his projects include:

- Provided Jackson (Tennessee) Energy Authority an independent evaluation of responses to JEA's 2010 request for proposals (RFP) soliciting vendors to provide wholesale voice services. With JEA staff input, he developed the evaluation system and scoring matrix to ensure a balanced approach that best met JEA's needs. Responses were evaluated on the basis of strategic fit, operational fit, reliability, and overall cost; recommended two respondents as finalists for further consideration by JEA; and assisted JEA in negotiating with those finalists. As a final step in the process, CTC presented to JEA management a written report recommending the "best-fit" vendor.



- Completed a business and technology plan for Los Angeles Department of Water and Power (LADWP) to determine the feasibility of expanding the connectivity services offered to the businesses and institutions over the Department's fiber network. Included in the analysis was a valuation of additional fiber routes that LADWP acquired from the City of Los Angeles.
- Served as a business consultant to the City and County of San Francisco. Investigated the feasibility of the city building and operating a fiber-to-the-premises (FTTP) network to every home and business in San Francisco. The project included an analysis of multiple business models and business recommendations customized for San Francisco's unique circumstances.
- Developed a business case analysis for DC-Net, a District-owned and operated fiber optic telecommunications network that provides voice and data services. The network consists of resilient, interconnected fiber optic rings that connect more than 400 government buildings in the District, including Police Department, Emergency Management Agency, and Fire Department radio towers.
- Conducted a feasibility study, a business case analysis, and an "off-the-balance-sheet" benefits analysis for a fiber-optic network proposed by the mayor of the City of Seattle. The first study, FTTP Municipal Broadband Risks and Benefits Evaluation, sponsored by Seattle City Light, included the following elements:
  - Internal needs analysis
  - Market research of both residential and business
  - Assessment of competing services and technologies
  - Evaluation of the business case and business risks

Following on that report, Mr. Asp researched and wrote an FTTP Benefits Evaluation for the City, which explored the benefits of FTTP beyond the traditional balance sheet, including cost avoidance, monetary savings, and environmental impact.

- Performed an expert assessment of a business and marketing plan for Utah Telecommunication Open Infrastructure Agencies (UTOPIA's) open access FTTP network. The project included a strategy session with key stakeholders, collection of relevant background material, an analysis of UTOPIA market research and marketing models, and an independent evaluation of UTOPIA's business plan. Mr. Asp's work focused on improving the participating UTOPIA communities' ongoing cash flow and increasing participation of households and businesses in those communities.
- Prepared a fiber optic business plan for Richland Utilities, Washington to meet the needs of city facilities, the electric utility, schools, hospitals, banks, and other institutions. Work included preparation of various business models, review of operational requirements, and preparation of pro-forma financial statements.
- Provided extensive business planning assistance to the State of Maryland's One Maryland program, which lead to build an interconnected fiber-optic broadband network that reaches every county and city in Maryland and will provide backbone and middle-mile capacity for commercial carriers.
- Managed project assisting Bountiful City, UT with the development of a business plan for a citywide wireless network. This project included the review of a conceptual design,

reviewing proposed business relationships and staffing, and conducting a cost-benefit analysis.

- Project manager in assisting Ames, IA with the review of existing architecture, development of a network design, and preparation of detailed cost estimates for the acquisition and installation of Wi-Fi hot spots and supporting infrastructure. This project has now moved into implementation preparations.
- Led consulting team in investigating several Wi-Fi deployment models, development of a business plan (including market research and financial analysis), and development of a partnership RFP for St. Louis Park, MN. Mr. Asp assisted the city to pilot the network and then prepared specifications and bid documents to identify both integrators and operators for the network.
- Assisted the City of Tucson, AZ with a wireless feasibility study that included market research, competitive industry assessment, internal and external needs assessments, financial analysis, and the development of a business plan.
- Assistance in the implementation of an Institutional Fiber Network (I-Net) for Norwich Public Utilities in Norwich, CT. Project included development of a plan and strategy for the Fiber Optic Enterprise.

#### DA, AMR, SCADA

In the areas of Distribution Automation (DA), Supervisory Control and Data Acquisition (SCADA), mobile radio, and Advanced Metering Infrastructure (AMI), Mr. Asp has assisted municipal utilities and public power cooperatives with extensive evaluative and design services. Specifically, he has prepared evaluations and submitted recommendations on AMI alternatives and benefits. He has assessed existing and evolving technologies and services to support AMI and DA for electric utilities and has developed and directed demonstration plans to test technologies to support distribution automation -- including providing recommendations for establishing vendor alliances, performing research and designs networks to combine multi-utility communications, and outlining, evaluating, and recommending communication requirements and options for electric utility DA, SCADA, mobile radio, and AMI.

#### **TESTIMONY & VALUATION**

In addition to assisting over 80 communities and counties in evaluating financial opportunities to provide voice, data, and video services, Mr. Asp has provided financial and technical testimony and expert advice. Some examples include:

- Conducted an exhaustive business case analysis and prepared expert witness testimony on behalf of the City of Alameda in a federal court case involving the business practices, business results, and ultimate sale of its fiber optic enterprise. The testimony included a comparative analysis of business models employed by municipal fiber networks nationwide and a review and valuation of several recent cable business transactions.
- Maryland Public Service Commission regarding Baltimore Gas & Electric's application for deployment of AMI and smart grid technologies. Written and sworn testimony included an analysis of smart grid technologies, vendor development, and impact to rates.

- Pacific Gas & Electric regarding the financial and technical viability of the use of Broadband over Power line (BPL) for Automatic Meter Reading (AMR) and support of new business opportunities. Mr. Asp prepared a report in anticipation of being called to testify before the California PUC
- The City of Lebanon, OH in connection with a dispute over an Assessment of Infrastructure Connectivity Fee with home-builders and Time Warner Cable. The Assessment and disposition regarded the reasonableness of the connection fee assessed to each new home by the municipal telecom department
- The City of Marshal, MO in determination of the value of the incumbent cable television system owned and operated by Time Warner.

**EDUCATION**

**Bachelor of Science, Electrical Engineering, North Dakota State University, 1979**

**Master of Business Administration, University of St. Thomas, St. Paul, 1989**

## Matthew DeHaven | Principal Engineer

Matthew DeHaven specializes in wired and wireless communications and broadband telecommunications technology for public safety and other local government and institutional needs. He has 20 years of engineering experience designing, developing, installing, and overseeing construction and integration of middle-mile and fiber-to-the-premises (FTTP) networks. His work focuses on local and wide area networks for institutional, public safety, and Intelligent Transportation System (ITS) applications.

Mr. DeHaven has experience at many levels of wired and wireless network design, procurement, and implementation for high-capacity metropolitan-area networks. He leads network designs and the preparation of specifications for competitive bid processes and serves as project manager overseeing implementation and testing for a wide range of CTC's local and state government clients.

Mr. DeHaven also prepares designs and cost models to support decision-makers in the deployment of a range of wireless and wireline data network technologies. He serves as CTC's lead engineer on numerous wide area network projects. Among many other projects, he served as a primary technical architect for the 19-jurisdiction fiber optic/microwave network deployed in the National Capital Region (NCRnet) to support public safety interoperable communications.

### Wireless Communications

Applying the current state of the art—and considering the attributes of anticipated future technological advancements such as “5G”—Mr. DeHaven has developed candidate wireless network designs to meet the requirements of clients including the cities of Atlanta, San Francisco, and Seattle. In a major American city, he supported the CTC team that evaluated wireless broadband solutions, including a wireless spectrum roadmap, to complement potential wired solutions.

Mr. DeHaven assesses clients' existing and projected communications needs and recommends potential strategies for using established and emerging wireless technologies to enhance and improve network operations and services. Some select examples of his ongoing and past projects include:

- Overseeing the Delaware Department of Transportation's (DelDOT) deployment of a 4.9 GHz point-to-multipoint wireless network for traffic device interconnection and public safety communications. That high-speed, high-capacity wireless deployment connects DelDOT's fiber network to critical and high-bandwidth devices located in remote areas unserved by fiber.
- Developing the wireless engineering elements of broadband deployment feasibility analyses for the City of Baltimore and other major American cities.
- Developing a strategic plan for a wireless data network to meet public safety and local government needs in Seattle, WA. CTC previously conducted a feasibility study that

identified these needs.

- Providing engineering support for the deployment of a citywide 4.9 GHz public safety radio mesh network for the City of Port Angeles, WA. CTC conducted a needs assessment of the city's network and reviewed public safety mobile data communications considerations, which led to the development of network specifications and overseeing the procurement for the expansion of the city's fiber network and a citywide wireless network serving both public safety and public access needs.
- Assessing the city of Cincinnati's networks and recommending updates to the city's long-term strategic plan. This project involved assessing and identifying new department and network application needs, assessing the current networks to meet identified needs, assessing emerging fiber and wireless technologies, recommending wireless strategies, and providing recommendations and strategies for meeting foreseeable needs.
- Designing a broadband wireless network for Annapolis, MD, that provides connectivity for a citywide video surveillance system. The network was designed to provide high-degrees of security and has substantial reserve capacity to support the addition of new video requirements, expand toll-quality IP-based voice and data services, and, potentially, provide backhaul for a future mobile wireless solution.
- Overseeing the development of an infrastructure plan to support the implementation of Wi-Fi services throughout a downtown area targeted for economic development in Rockville, MD. The plan focuses on deploying a flexible architecture of physical support infrastructure to enable a wide range of wireless connectivity options for visitors, residents, and business tenants while maintaining the aesthetics of the development.
- Researching current and future wireless technologies and evaluating the feasibility of implementing a secure public safety wireless network in Prince George's County, MD. Designed and implemented a pilot project to test the feasibility of a public safety network. A successful solution was deployed to enable Mobile Data Computers in emergency response vehicles to securely roam from a carrier CDMA network to private, County-operated Wi-Fi hotspots.

### Public Safety Networking

In addition to supporting the design and deployment of NCRnet, Mr. DeHaven is the lead engineer responsible for one of the key applications leveraging this regional network. Mr. DeHaven is responsible for the design, implementation, and ongoing operations of a regional videoconferencing network supporting Emergency Management among the 21 jurisdictions in the National Capital Region (DC, MD, VA). CTC developed the systems' designs and oversaw implementation under a grant from the Department of Homeland Security Urban Areas Security Initiative (UASI). This network now serves thousands of end users, integrated tightly with the ever-growing videoconferencing and VoIP systems leveraged by these jurisdictions.

In Anne Arundel County, MD, Mr. DeHaven assisted with the deployment of traffic surveillance cameras. He provided analysis of candidate technical solutions for cameras using the County's high-speed fiber-optic I-Net to transport video and control signals, developed system specifications, and oversaw the implementation of the County's video surveillance capabilities.

Mr. DeHaven was also involved in the planning and implementation of a statewide network in Delaware that provides traffic information and traffic control capabilities to transportation management facilities. Such a network allows remote control of traffic signal systems and variable message displays, while providing real-time traffic surveillance in the form of video images and microwave sensor data. He has developed expertise in the numerous forms of technology used in this type of project, ranging from fiber optics to wireless digital spread-spectrum communications.

Mr. DeHaven served as CTC's lead engineer for the Delaware Department of Transportation's Advanced Traffic Advisory Radio System, the first Advanced TARS system in the country. He trained on-site staff, specified and installed new equipment, and monitored system performance.

#### Fiber-to-the Premises

Mr. DeHaven has assisted in the planning and deployment of dozens of FTTP networks for public sector clients, providing expertise in varying roles from the development of system-level designs and cost estimates to detailed engineering and construction oversight. He led the engineering team responsible for the design of a rural FTTP network in southern Anne Arundel County, Maryland, to serve more than 600 homes within a previously unserved neighborhood. He is currently managing the engineering designs and overseeing construction for an FTTP network in Westminster, Maryland, comprised of approximately 80 route miles of fiber plant to serve more than 6,000 residential and business passings.

#### Inter-County Broadband Network

Originally serving as part of the grant application development team that successfully led the State of Maryland to a \$115 million Broadband Technology Opportunities Program (BTOP) administered by the National Telecommunications and Information Administration (NTIA), Mr. DeHaven served as the Portfolio Manager for the One Maryland Inter-County Broadband Network (ICBN) BTOP grant project.

The ICBN is a nine-jurisdiction consortium in central Maryland led by Howard County, Maryland, and was a key sub-recipient of the State's grant award. Mr. DeHaven served as the lead technical consultant overseeing the use of approximately \$72 million in grant funds to build over 800 miles of fiber optics and directly connect approximately 650 community anchor institutions, including schools, libraries, government buildings, community colleges, and public safety agencies. Mr. DeHaven was tasked with overseeing numerous engineering and construction contractors, as well as playing a key role in overall network design during this aggressive three-year endeavor.

#### Video and Unified Communications Engineering

Mr. DeHaven's experience includes the management, design, and procurement of video, voice, and data networks. Some select examples of his recent project work include:

- System-level design and procurement support for the deployment of a multi-tenant unified communications network for Harford County, MD. The network supports approximately 3,000 users across all County agencies, Libraries, and Schools.
- Development, implementation, and continued support of videoconferencing and unified communications tools for the 21 jurisdictions in the National Capital Region (DC, MD, VA) Emergency Operations Centers (EOCs) and Emergency Communications Centers (ECCs) over a state-of-the-art fiber-optic and microwave network.
- Preparation of system-level design recommendations and cost estimates for an extensive, countywide system to support interactive and on-demand video training communications for the Anne Arundel (MD) County Fire Department. CTC also developed the design for a video display system for the Fire Department's new dispatch center, intended to allow key sources of information to be prominently displayed throughout the facility.
- Preparation of system-level design recommendations and cost estimates for an extensive, citywide system to support interactive and on-demand video communications for training, emergency collaboration, and routine meetings between Mesa, AZ Fire Department personnel. CTC also integrated a pilot videoconferencing system to demonstrate certain capabilities of the system design.
- Development of a videoconferencing system for homeland security applications on behalf of Arlington County, VA—the site of the September 11<sup>th</sup> Pentagon attack. The system links numerous public safety and other government users and aims to ensure uninterrupted emergency communications in the event of a terrorist attack or natural disaster.

#### Instruction/Expertise

Mr. DeHaven led the CTC research team that prepared Web-based Intelligent Transportation System (ITS)-Communications courses on behalf of the University of Maryland Center for Advanced Transportation Technology. He served as an online instructor for these courses for more than six years.

Mr. DeHaven has also provided expert technical witness reports and testimony in connection with litigation related to a large commercial carrier's failure to complete construction of a citywide fiber network in a major North American city.

#### **EDUCATION**

**Bachelor of Science, Electrical Engineering, in progress, The Johns Hopkins University**

Marc Schulhof | Senior Analyst and Technical Writer

Marc Schulhof has 25 years of experience in technical writing, financial journalism, and public and corporate communications. As an analyst and editor, he plays an integral role in developing CTC's client deliverables, including:

- Strategic and master plans (business and engineering)
- Needs assessments
- Feasibility studies
- Requests for proposal (RFP) and requests for information (RFI)
- Survey instruments
- Expert witness testimony
- Federal and regional grant applications
- Wireless facility siting reports
- E-rate RFPs and bids
- Research reports
- White papers

Over the course of his nine years as CTC's senior technical writer, Marc has supported dozens of CTC clients—including the District of Columbia, the states of Connecticut, Delaware, Kentucky, Maryland, and New Mexico, and the cities of Atlanta, Boston, New York, Palo Alto, San Francisco, and Seattle. He has collaborated on white papers on topics related to fiber optic and wireless technologies, including technical reports filed with the Federal Communications Commission. He is the co-author, with CTC President Joanne Hovis, of "The Emerging World of Broadband Public-Private Partnerships: A Business Strategy and Legal Guide."

Prior to joining CTC, Marc was the worldwide editor-in-chief of CIO program websites at IBM, where he established editorial direction for 36 country-specific CIO websites and worked with local editors to update each site's mix of multimedia content. He also wrote and edited feature articles and white papers on information technology and business topics.

Earlier, as a global editor at PricewaterhouseCoopers Consulting, Marc wrote and edited reports on a variety of technology and business topics. He served as daily editor of the PwC-sponsored *BusinessWeek Online Handheld Edition*, a news summary service for mobile device users in the pre-smartphone era. Marc began his career at *Kiplinger's Personal Finance Magazine*, where he researched, analyzed, and wrote about a range of complex financial issues, first as a reporter and later as an associate editor.

**EDUCATION**

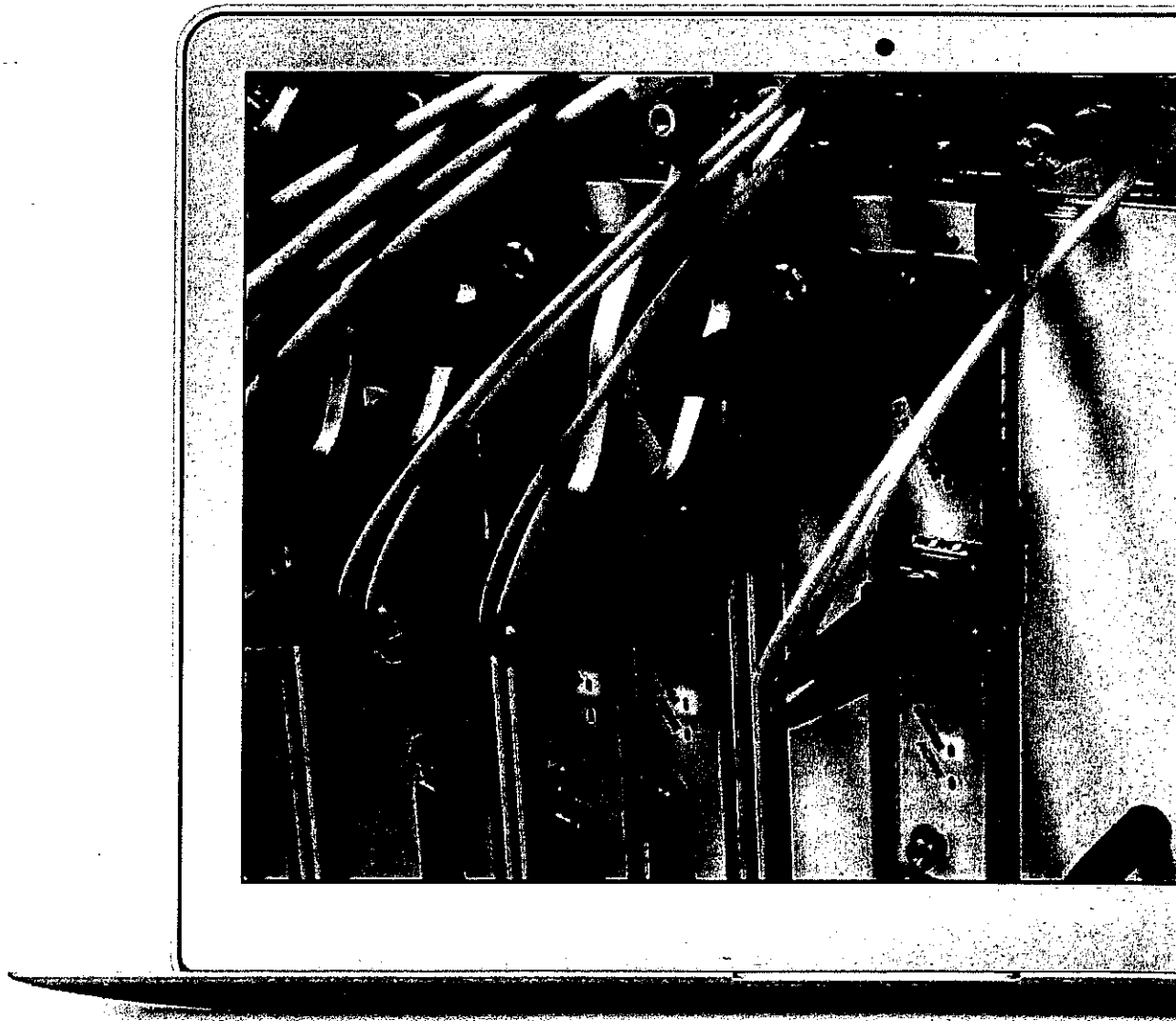
**Master of Science, Journalism, Northwestern University**  
**Bachelor of Science, Journalism, Northwestern University**



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# WORCESTER COUNTY

## COMMUNITY BROADBAND INTERNET ACCESS MASTERPLAN



**Proposal Cover Sheet**

Name of Company	WideOpen Networks, Inc.
Address of Home Office	2000 Kraft Drive, Suite 2150
City of Home Office	Blacksburg
State of Home Office	Virginia
Zip Code of Home Office	24060
Phone Number of Home Office	540-552-2150
Federal EIN	45-4830735
State EIN	5101059 Delaware

Contact Name: (Please print clearly)

Andrew Cohill

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Contact Office Phone Number:

540-552-2150

---

Contact Cell Phone Number:

540-320-4406

---

Contact E-Mail Address: (Please print clearly)

cohill@wideopennetworks.us

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“Proposal and cost schedule shall be valid and binding for ONE HUNDRED TWENTY (120) days following the proposal due date and will become part of the contract that is negotiated with the COUNTY.”

If the vendor has had any contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. In the space provided below, submit full details of all terminations for default experienced by the vendor during the past five years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The County will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor. If no such terminations for default have been experienced by the vendor in the past five years, declare so in the space provided.

None

**Customer Reference Form (Include information for three references)**

Customer – client name	Ashland, Virginia
Reference name	Mr. Matt Reynal
Title	Town of Ashland, Assistant Manager
Office Phone Number	804-798-9219
Cell Phone Number	
E-Mail Address	mreynal@ashlandva.gov
Mailing Address	P.O. Box 1600 Ashland, VA 23005
Start Date	January 2018
End Date	December 2018
Contract amount	\$270,000

Customer – client name	Danville, VA
Reference name	Jason Grey
Title	Director of Utilities, City of Danville
Office Phone Number	434 770-1877
Cell Phone Number	
E-Mail Address	greyjc@ci.danville.va.us
Mailing Address	1040 Monument St. Danville, VA 24541
Start Date	2006
End Date	Ongoing work assignments
Contract amount	Original contract \$53,000, current \$26,000 yearly

Customer – client name	Nelson County Broadband Authority
Reference name	Steve Carter
Title	County Administrator
Office Phone Number	434-263-7000
Cell Phone Number	434-944-5861
E-Mail Address	scarter@nelsoncounty.org
Mailing Address	P.O. Box 336 Lovingston, VA 22949
Start Date	9/2016
End Date	Ongoing assistance
Contract amount	\$32,500 initial work, annual fees (ongoing) of \$60,000

**BID FORM**

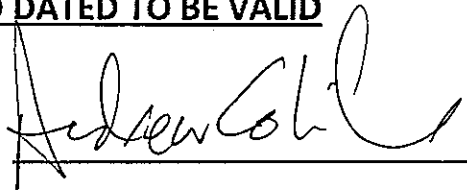
**Broadband Feasibility Study for the Residents of Worcester County**

I/we have reviewed the specifications and provisions for furnishing a feasibility study for the residents of Worcester County. This study will serve the basis for data to provide Broadband coverage to Worcester County unserved residents at a later phase.

Total lump sum for services: **\$37,575.00** \_\_\_\_\_

Services will be completed with ~~in~~ \_\_\_\_\_ days from notice to proceed by Worcester County.

**BID MUST BE SIGNED AND DATED TO BE VALID**

Date: 2/2/19 Signature:   
Typed Name: Andrew Cohill  
Title: President  
Firm: WideOpen Networks, Inc.  
Address: 2000 Kraft Dr., Suite 2150  
Blacksburg, VA 24060  
Phone: 540-552-2150

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# LETTER OF INTRODUCTION

WideOpen Networks is pleased to submit a response to the Worcester County RFP for Broadband Feasibility Study. We have a history of delivering studies that lead to real results for our clients. WideOpen Networks' innovative approach to understanding your needs and our experience delivering high speed wireless and hybrid wireless/fiber to communities will serve Worcester County well.

- Since 1993 we have worked with more than 300 communities on broadband planning and implementation projects. Our business and financial planning work has led to many successful projects. No other company has as many broadband planning successes.
- Our plans are focused on creating practical, achievable results that reflect the funding realities of your community. Our recommendations are based on real world best practice.
- Modern Networks – We help communities build modern fiber and wireless networks that give residents and businesses a choice of providers and services. This approach brings price competition and better customer service.
- Net neutrality and privacy baked in – Our network architecture and business plans have net neutrality and privacy built into the core design.

We will work closely with Worcester County and key stakeholders to produce a road map and strategy that leads to success for the County. Our reports will clearly explain the options and tradeoffs with different wireless and fiber technologies, business/financial plans, operational models, and deployment plans. WideOpen Networks also provides exact recommendations for the next steps required to meet your broadband planning goals including funding strategies, construction oversight, and network management.

Our industry best practices, state of the art network designs and time-tested network management skills take the worry out of building and managing a network.

We have a long history of working with local governments on broadband—longer than any other company in the United States (since 1993). We look forward to a partnership that brings Worcester County a world class network.

Best regards,



Andrew Cohill, PhD.  
President, WideOpen Networks, Inc.  
Email: [cohill@wideopennetworks.us](mailto:cohill@wideopennetworks.us)  
2000 Kraft Drive, Suite 2150  
Blacksburg, VA 24060

Voice: 540-552-2150

Fax: 540-242-3201

Web: [www.wideopennetworks.us](http://www.wideopennetworks.us)

# OTHER REQUIRED INFORMATION

## Information Provided Shall Include the following

- Name of parent company: WideOpen Networks is a subsidiary of Design Nine, Inc.
- Length of time in business: 6 years, parent company 25 years
- Total number of clients: 300+
- Consulting tools that will be used to collect data: Web-based online surveys, paper surveys, direct mail as an option, face to face meetings, small group meetings, public meetings as needed
- Physical location of office servicing this account: Blacksburg, VA
- Number of staff at servicing location: Five



# UNDERSTANDING THE SCOPE OF WORK

Your interest in developing a strategy to improve broadband affordability and accessibility clearly shows that Worcester County understands the importance of enhanced broadband to community and economic development. WideOpen Networks is prepared to help bring better Internet connectivity to Worcester County. We know the area extremely well, as our President lived on the Shore and worked there for several years after he graduated from college, and he still has family in Worcester County.

WideOpen Networks' approach is based on our core belief that high speed broadband is a critical infrastructure component of 21st century communities. We believe broadband networks should be managed more like community road systems that provide shared, economical transport for everyone, public and private. Our networks are unlike today's duplicated, expensive, and under-performing cable and telephone infrastructure.

Our passion, since we first started helping communities with broadband in 1993, is to give communities control over their economic future. Some of the communities that took our advice like Danville, Virginia and The Wired Road regional network are in their eleventh year of successful community network ownership and management.

We have learned that each community's needs are different so every study we do is specifically designed to meet the unique needs of a particular client. We believe that success in solving rural broadband problems requires a comprehensive approach to the problem.

The solution requires more than a set of engineered drawings and a price tag for construction. In our work with hundreds of communities over the past twenty-five years, the communities that succeed are the ones that have focused on these issues:

**Ownership and Governance** – We will help you answer the critical questions of "What entity will own the assets?" and "How will those assets be managed?" We evaluate a series of options for both ownership and governance, and make recommendations based on local needs and local capacity. We excel at identifying the right answers to these questions.

**Business and Financial Planning** – A solid ten year financial pro forma that examines both sources of revenue from the effort and the operating costs is essential to success. We have the best financial tools in the industry, and will develop a detailed financial analysis that gives you all of the business and financial information you will need to include with grant proposals. Our financial pro formas have helped communities win millions of dollars in grants.

**Affordable Technical Designs** – We excel at developing practical, state of the art network designs and cost estimates for wireless and fiber that match your grant and funding capacity. We have worked with many small communities, and know the importance of matching network designs with the finances of the community.

**Recommendations and Next Steps** – We provide specific, step by step recommendations, activities and policy changes needed for success. We identify a complete road map of tasks and activities that lead to successful grants and affordable high speed broadband for the community.

We have reviewed the Scope of Work and Deliverables as described in the RFP, and the work activities in our SOW will address those key success factors we describe above.

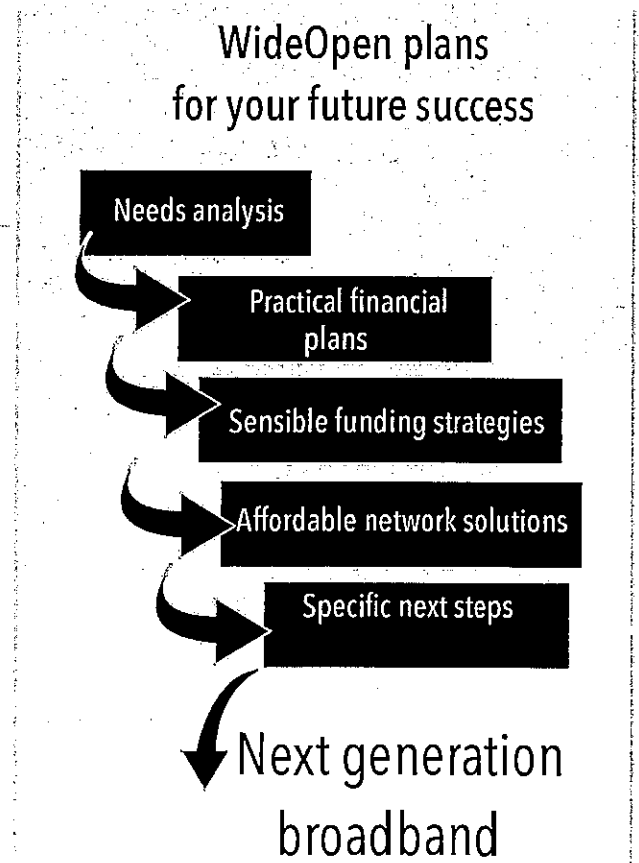
# BRINGING YOU THE NETWORK YOU NEED

We provide specific broadband strategies and recommendations that are affordable, practical, and that are aligned with your community's economic and development goals. Collaboration with Worcester County decision makers, stakeholders, and interested parties will be a driver of our efforts.

To compete successfully in the global business and economic marketplace, smaller communities need world class broadband infrastructure. We have been helping small cities, towns and counties in America get this world class infrastructure longer than any other company in the United States, and our track record of successful projects is a strong indication that we can make Worcester County's network a great success as well.

In collaboration with Worcester County, we will develop a clear vision for fiber infrastructure investments and wireless connectivity. We identify where the need is greatest, develop the technical specifications, identify the costs, and provide you with a clearly written and comprehensive set of plans and strategies.

Our recommendations are often the springboard needed to develop a credible and successful grant proposal that brings the funding you need to get started. We will work with you to identify funding opportunities and then ensure that we provide the technical and cost information needed to apply for a grant.



Our broadband surveys are consistently showing that more and more residents want and need the opportunity to work from home either part time or full time. Nationwide, more and more people want the excellent quality of life, affordable housing and recreational opportunities that places like Worcester County have to offer.

High speed broadband is the key attracting new residents and businesses while retaining your existing jobs and businesses. Many of those jobs brought by better broadband offer more diversified employment opportunities. With WideOpen Networks' help, Worcester County will have the broadband infrastructure to be compete successfully with other localities around the country.

We have been helping local governments with broadband infrastructure planning since 1993—long before engineering firms and other consulting firms “discovered” broadband.

WideOpen Networks™ has over twenty-five years experience understanding the needs of communities. Our history is one of designing, building and operating modern, high performance broadband networks for smaller and mid-size communities and counties that have been intentionally bypassed for network infrastructure upgrades by larger providers.

WideOpen Networks’ approach to planning better broadband is revolutionary. We focus on the community’s needs and how to deliver true choice in Internet Service Providers (ISPs). We clearly understand the difficulties that citizens have in finding affordable high speed Internet in the maze of options that supposedly provide better broadband. We have seen the impact of throttled unlimited data on the lives of citizens. No parent should have to drive their child to the library for Internet access to complete a homework assignment. Our networks bring not only better broadband but a choice of providers and a wide variety of competitively priced services.

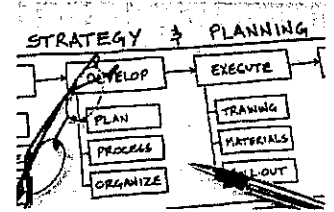
Services We Bring	What We Do	Your Community Gets
Market Assessment	Determine exactly what the broadband needs are for Worcester County.	A plan where residents get connected quickly to affordable services
Business and Financial Planning	Present a variety of options that use a “basket” of funding strategies which make financial sense without burdening the County	A proposed solution with the right governance and the financing to support network expansion
Network Design	Provide a state of the art network design that future-proofs your community	An expertly designed network that becomes an asset not a burden
Project Build Out Recommendations	Deliver time-tested specifications, recommendations on deployment and build out processes to keep your project on time and under budget	A road map for building the right network the first time so your network actually solves your broadband problems
Network Operations and Management	Share our hands-on experience helping communities successfully and affordably manage their broadband infrastructure	A network that is economical to maintain and a valuable economic and community development tool

WideOpen Networks will examine the benefits of community investments in broadband infrastructure. This information is central to our work. ***In our experience, the municipal projects that succeed do so most often when the broadband investments are linked to the broader community and economic development goals.*** We will evaluate the current environment against current and future needs and deliver a plan that works for Worcester County.

# THE WIDEOPEN DIFFERENCE

We believe strongly in a highly interactive and collaborative approach to broadband planning. Bringing stakeholders, providers, and key users together as part of the planning process is crucial to long term success. Our first priority is to ensure that our recommendations match local conditions.

- Through our meetings with Worcester County government staff, stakeholders, service providers and businesses, we will collect the information we need to identify specific and affordable strategies for improved broadband access.
- By meeting with businesses and surveying their current and future business needs, we will identify approaches to improve business retention and attraction, and recruitment of employees.
- We will identify target industries that can use the area's improved telecom infrastructure and that would also benefit from the other amenities and quality of life in the region.



We will schedule extensive discussion and dialogue with asset owners, vendors and service providers. We believe good relationships with asset owners, private fiber networks, and providers is essential, and we fully support the development of public/private partnerships.

We will evaluate the current environment against current and future needs. We strongly believe it is critical to include all stakeholders defined in the project. We will determine the economic and community impact of broadband issues, including evaluation of key issues limiting broadband expansion.

We will identify unserved and underserved areas, specify areas that may qualify for grant opportunities, and document current service provider offerings and prices. We will analyze current provider offerings and identify areas of opportunity where County investments may be able to help those service providers acquire new customers through partnership agreements.

By listening and by being open to all points of view, we can more easily identify where resistance may exist, and this allows us to modify and adapt partnerships and to adjust and change planning to meet and address legitimate concerns. The introduction of new technologies and systems in a community or region creates legitimate concerns and worries. We focus on the human factor in the deployment of new technology and systems, always looking for the right fit in local conditions.

Design Nine has a well-defined project management (PM) process that is used in every planning effort. More than 120 staff years of experience with technology and community broadband projects enables us to manage and track projects effectively, and we use state of the art PM software and systems. We provide each customer with a project management Web site (fully access controlled) so Worcester and other stakeholders will have a single place to get project updates, meeting times, and project documents. All documents, handouts, and materials are stored conveniently in one place for easy access from home or from work.

We will spend as much time as needed with County staff and key stakeholders to present the business model, explain the inputs and data sources, and answer any and all questions related to the pro forma.

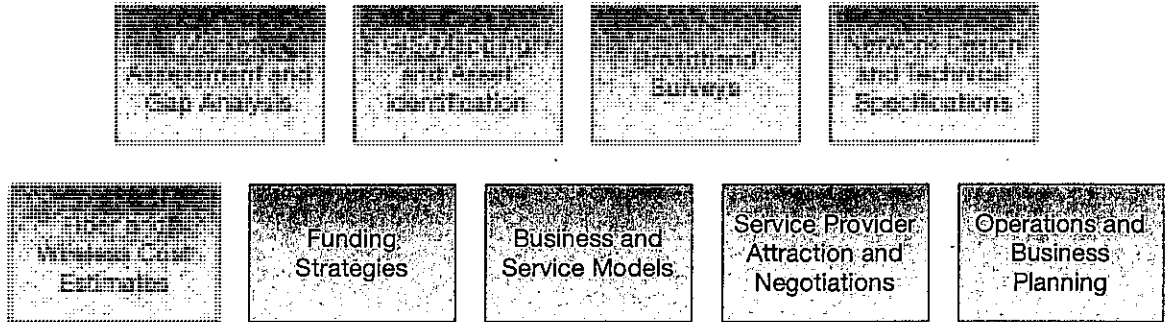
We will support extensive communication with County staff and designated project participants via phone and email. We want regular input, feedback, and comments on our work from the team members, as this helps us improve the quality of our recommendations.

WideOpen will provide an assessment of the telecommunications environment detailing the types of services, pricing, availability and limitations. We will include discussion of operations and management considerations, including identification of staffing requirements, legal and regulatory issues, day to day management tasks, asset management recommendations, and related operations/management considerations. We will identify all service providers and assess which providers would like to collaborate. We will review and recommend viable technical and delivery methods as allowed by state and federal law.

Our many construction successes help us create accurate timelines that allow for marketing to potential customers as your network is being built. This makes it easier for large customers to switch from long term contracts. We understand the importance of marketing as an integral part of a successful network planning and implementation.

# WIDEOPEN SERVICES

## WideOpen Planning Services



### Market Assessment and Demand Aggregation

Market assessment and broadband demand aggregation normally includes study of telecom service provider coverage areas, types of services available, broadband use patterns and trends for both residential and business customers, gaps in service coverage. Our reports include tables which show detailed availability, speeds, and costs by zip code for study areas. We clearly delineate those areas which have only one or no options for broadband.

### GIS and Asset Mapping

Mapping work typically includes lot and parcel distribution in a community, road layout, identification of water and sewer lines, pole lines (if data is available), public and private tower locations, public buildings and schools, business parks and commercial/retail areas, walking/hiking trails, and easements and rights of way. Our in-house GIS and mapping systems are interoperable with all common GIS and CAD systems typically used by local governments, including ArcGIS and AutoCAD.

### Surveys and Interviews

We have more than twenty years experience assessing the needs of business and residential broadband users. We have a wide variety of surveys specifically designed to collect the right information from users, including current use patterns and future broadband speed and service needs. We can provide both paper and Web-based surveys. Our Web-based survey is extremely effective because it is thorough and designed to be quick and easy to complete. Each survey we do is customized to client needs. We can provide random telephone surveys if requested.

## **Network Design and Technical Specifications**

The WideOpen Networks team has decades of combined experience designing and building fiber and wireless networks, with successful projects in Montana, Florida, Minnesota, New Hampshire, and Virginia as recent examples of our completed projects. We can provide detailed network architecture specifications for rural wireless broadband, backbone/core network routes, local distribution networks for business parks and downtown areas, and access (fiber connections to the business/residence) network specifications. We have extensive experience with the design, construction, and operation of broadband wireless networks in rural areas.

## **Fiber and Wireless Cost Estimates**

Broadband plans need solid cost estimates that are aligned with the funding and grants available to support them. WideOpen Networks provides detailed and specific cost estimates with all major materials, labor, and network equipment itemized. We include estimates of engineering and surveying, permitting, project management, and testing and configuration.

## **Funding and Financial Planning**

WideOpen Networks has developed a sophisticated set of financial analysis tools that are used in our planning projects to provide extremely detailed ten year financial projections for a proposed community broadband system. Inputs and outputs include take rates, prices for services, income and revenue projections, capital expenditures, operational expenditures, staffing projections, cash flow analysis, loan and grant considerations, buildout costs, and market projections.

Our ten-year pro forma has been designed specifically to model the unique business characteristics of a community-owned fiber and/or an integrated fiber and wireless network. We have provided these pro formas to more than forty communities in the past decade, and we are confident that we have the most detailed and comprehensive business analysis available.

## **Business and Service Models**

Community investments in infrastructure need a sound business model to show how these projects will pay for themselves over time. We evaluate the local incumbent competition, identify appropriate pricing strategies, and identify the kinds of services that could be offered (e.g. tower space, conduit, dark fiber, lit circuits, etc.). We also ensure that our recommended business model meets all applicable local, Maryland, and Federal telecommunications regulations.

## **Network Construction Management**

Our experience designing AND building community-owned networks dates back to the earliest days of broadband Internet in 1993. Our planning work and recommendations documents have often become the basis of successful funding and grant applications, and we have helped our municipal clients build hundreds of miles of modern, fiber-based broadband networks.

### **Operations Management**

Successful broadband infrastructure investments meet your goals with an affordable and efficient operations strategy. We have hands-on experience assisting our municipal customers with the management and operations of their networks. We can provide detailed, experience-based recommendations and best practice for network operations.

### **Comprehensive Broadband Plans**

We have successfully taken local government broadband efforts from early phase planning to fully operational networks. Our final deliverables will include everything detailed in this proposal, with a special focus on recommendations that "fit" Worcester County. We believe it is essential that our work is matched to the broader community and economic development goals, so that the broadband investments support and enhance those long term goals and objectives.



# PROPOSED APPROACH

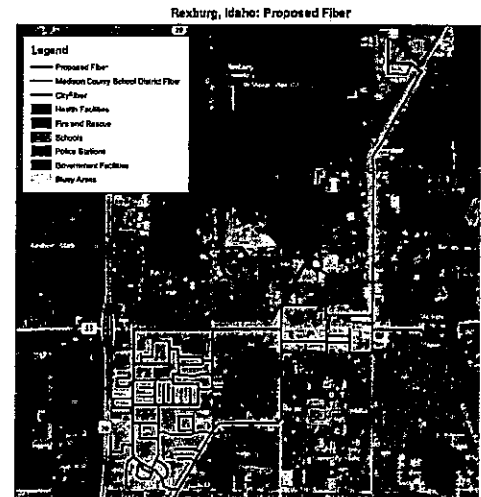
## 1. RESEARCH CURRENT SUPPLY OF BROADBAND ASSETS AND SERVICES

### Our Approach

We use a variety of GIS and mapping tools, including ArcGIS, to develop a comprehensive set of maps and data that illustrate where existing assets are located, where service is available, what services are available, where Internet and data cables leave/enter the area, and a wide variety of related information in both map and tabular form.

### Work Process and Deliverables

- Map existing public and private broadband infrastructure
- Map schools, government facilities, public safety facilities, utility facilities (e.g. pumping stations, water towers, etc.), health care facilities, and other public and private institutions and broadband users
- Map business areas, economic development zones, business and industrial parks, retail/commercial areas (including core downtown areas of demand)
- An analysis of current service provider offerings that details by zip code service provider options, costs and demographic data by zip code
- Develop a communications and outreach strategy to engage stakeholders and disseminate information
- Provide easy to understand graphs showing current Internet/Communications' costs compared to proposed
- We will use terminology such as unserved and underserved to describe the areas with substandard services.



### Relevant Experience

In the past ten years we have produced extensive map sets for our clients. A typical map set for an area the size of Worcester County would include many separate maps.

### Recent work includes market studies for:

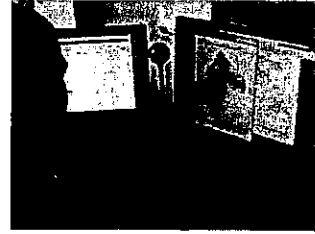
- Region VI Counties, WV – Conducted an extensive analysis of all wireless and wireline providers in a six county area of West Virginia.
- Dakota County, MN – Recently mapped hundreds of miles of fiber assets for the county and 11 cities in the county.
- Morgan County, WV – Completed an asset inventory of existing towers in the county and made recommendations on how to attract WISPs to the county to provide better Internet services

## 2. SURVEYS AND ASSESSING CURRENT AND FUTURE DEMAND

### Our Approach

Understanding today's market and where demand is likely to grow in the future are important early steps in our planning process.

The data we collect during the assessment phase is fed directly into a comprehensive set of maps, the network design, and our financial and business planning work. Work Process and Deliverables



- An analysis of current and future projections of bandwidth needs
- Provide an evaluation of incumbent providers, including current offerings (e.g. cable, wireless, cellular, fiber, etc.) and what services may be needed for the region to compete effectively
- Perform gap analysis and demand aggregation analysis using local demographic data
- Conduct a market analysis to compare regional costs for broadband to other similar areas
- Present data showing the economic impact of broadband on business attraction
- Have conversations with public stakeholders (government agencies, educational institutions, and federal laboratories), private stakeholders (businesses, organizations, health care providers, and digital divide advocates), and broadband providers
- Examine how the community's efforts relate to on-going and future regional telecommunication efforts.
- Our assessment will include review of plans and structures in neighboring counties

### Relevant Experience

In the past ten years we have conducted more than fifty broadband market assessment studies for cities, counties, towns, and regions.

### Recent work includes market studies for:

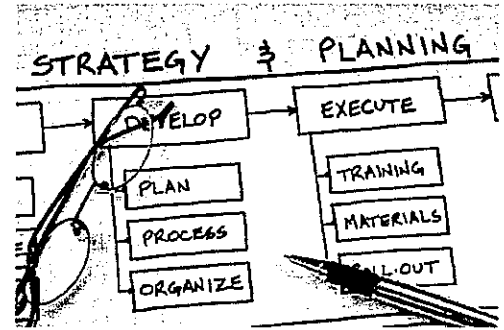
- New Kent County, VA – Conducted business and residential surveys countywide, and developed a broadband master plan focused on better services in the rural parts of the county
- Clay County, WV– Just completed three month residential and business broadband survey using online and direct mail; received hundreds of responses
- Cities of Lexington and Buena Vista, Virginia - Our planning work enabled the successful funding of a \$10 million network.
- Prince George County, VA – We assisted Prince George County with a cluster analysis of residential and business demand in the county with the goal of expanding both fiber and wireless services to underserved and unserved areas.

### 3. PERFORM A GAP ANALYSIS OF THE CURRENT BROADBAND ENVIRONMENT

Understanding the market, as it is now but also where demand is likely to grow in the future is an important early step in our planning process. The data we collect during the assessment phase is fed directly into our gap analysis work.

We strongly believe it is critical to include all stakeholders defined in the project. We will determine the economic and community impact of broadband issues, including evaluation of key issues limiting broadband expansion.

In our experience, the municipal projects that succeed do so most often when the broadband investments are linked to the broader community and economic development goals. We will evaluate the current environment against current and future needs.



#### Work Process and Deliverables

- Deliver analysis of current broadband uses and expected new uses with enhanced broadband services
- Identify emerging trends in services and skills needed to make use of new services and high speed broadband
- Identify broadband speed and capacity needed to support distance learning, work from home, business from home opportunities
- Collect data on how broadband rates are affecting the local business climate

#### Relevant Experience

- We focus on where the market is going, and the infrastructure that will be needed to support, in particular, business and institutional users (e.g. schools, healthcare, government).
- We have long-standing relationships with a wide variety of service providers and emerging "advance services" providers who provide us with important market direction data.
- Our more than twenty years of work with demand studies provides us with a depth of market experience that allows us to accurately predict what infrastructure will be needed to support future demand.

## 4. IDENTIFY FUNDING SOURCES, FINANCIAL/BUSINESS PLANNING

### Our Approach

Funding of community-owned networks is one of the most important early planning tasks. Communities that have well thought out funding strategies are generally very successful. Phasing of investments is part of our toolkit for developing a sustainable business plan.

We take a "basket of funding" approach to this part of work effort. That is, we believe the most fiscally conservative strategy is to identify a "basket" of funding strategies that can be used both for the start up effort and



for the longer term development of the project. By identifying several different funding options, the community can typically create a higher level of funding support, and is less dependent on any single type of funds (e.g. grant funds, one time donations, etc.).

We will work closely with Worcester County to develop a phased approach to project development and assist the team in the development of conceptual/preliminary application(s) for infrastructure funding.

### Work Process and Deliverables

- WideOpen has developed a sophisticated set of financial analysis tools that are used in our planning projects to provide extremely detailed ten-year financial projections for a proposed community broadband network. Inputs and outputs for this pro forma (about 25 pages of spreadsheets) include take rates, prices for services, income and revenue projections, cost of capital, network build out cost and expenditures, operational expenditures, staffing projections, cash flow analysis, debt service costs, depreciation and amortization schedules, revenue projections, and two tiers of market projections (residential, business).
- Identify a range of partnership options and strategies. Often, these strategies do not always require significant expenditures from the County—ordinance changes, planning and permitting changes, and other kinds of low cost initiatives may be very effective.
- Identify ten to twelve sources of funding, including local, state, and Federal funding opportunities. Discuss the advantages and disadvantages of each funding source

### Relevant Experience

- Over the past eleven years, we have worked closely with the Wired Road regional network to acquire nearly \$4 million in local, state, and Federal grants that have led to a successful wireless and Gigabit fiber network in two counties and the City of Galax, Virginia.
- We assisted the nonprofit Bozeman Fiber Inc. with the financial and business planning the organization needed to obtain a \$3.85 million loan from a consortium of local banks.
- We wrote a \$10 million broadband stimulus grant for Rockbridge County, Virginia that resulted in a successful award and the construction of a data center and Gigabit fiber network that is now in operation. Our prior planning work with the county provided the necessary materials and technical information needed in the grant application.

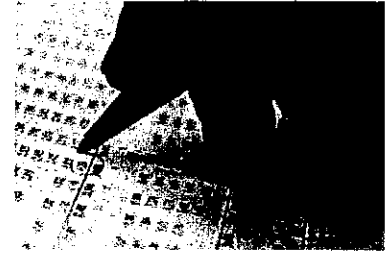
## 5. COMPREHENSIVE WRITTEN REPORT

### Our Approach

We recognize that it will be important to articulate the economic benefits of these investments to stakeholders, citizens and taxpayers, elected and appointed officials, and other interested parties in our report to Worcester County.

Our recommendations will be inclusive and specific, and will include estimated costs for each implementation step.

We bring extensive network design and operations expertise to every work engagement. Our experience in high speed wireless broadband, integrated hybrid wireless/fiber network designs and network operations will be used to develop a comprehensive set of technical specifications and recommendations, including cost estimates for potential infrastructure investments.



### Work Process and Deliverables

- Our first priority is to ensure that our recommendations match local conditions. We will work closely with the government, businesses and residents to learn as much as we can about the broader community and economic development goals of the community, and then and only then do we begin to formulate our recommendation for a broadband connectivity project that can make a quick impact.
- Provide proposed infrastructure routes of recommended Last Mile solutions mapped to areas of need with an overlay of existing telecommunications infrastructure
- Our preliminary network design will include the type of infrastructure (i.e. aerial and/or buried fiber, wireless, hybrid) that best suits the telecommunication needs of the area.

### Relevant Experience

- For the Wired Road in mountainous Carroll and Grayson counties in Virginia, we designed a variety of innovative broadband last mile solutions to bring very high performance wireless and Gigabit fiber connectivity to small communities of a few dozen homes. We continue to work with the Wired Road to gradually expand their network.
- Designed and specified all outside plant construction for more than 150 miles of aerial fiber construction in New Hampshire (New Hampshire FastRoads)
- We designed, engineered and built 23 miles of Gigabit fiber in Bozeman, MT.
- Our staff managed (2011-2012) the construction of a \$3 million state of the art Tier 3 data center in Rockbridge County, Virginia.
- Designed and specified all outside plant construction for more than 100 miles of underground and aerial fiber construction in Rockbridge County, Virginia (Rockbridge Area Network Authority--a project of three local governments)

# OUR FINAL REPORT WILL INCLUDE:

## Market Analysis

WideOpen Networks will provide information on needs and usage and identify trends in existing and potential residential and business users and anchor institutions. Understanding the market, as it is now but also where demand is likely to grow in the future is an important early step in our planning process. The data we collect during the assessment phase is fed directly into our financial and business planning work.

## Current Use Analysis

WideOpen Networks will utilize Web-based surveys and other methods to evaluate the availability and level of Internet service among stakeholders. We will identify unserved and underserved areas, specify areas that may qualify for grant opportunities, and document current service provider offerings and prices.

## Organizational Analysis

We will deliver a broad package of ownership options that meet the legal and political needs of Worcester County. Each ownership option will come with a full set of recommendations including discussion of operations and management considerations, identification of staffing requirements, legal and regulatory issues, day to day management tasks, asset management recommendations, and related operations/management considerations along with budgets.

We will identify all service providers and assess which providers would like to collaborate. We will review and recommend viable technical and delivery methods as allowed by state and federal law.



## Financial Analysis

WideOpen Networks has developed a sophisticated set of financial analysis tools that are used in our planning projects to provide extremely detailed ten year financial projections for a proposed community broadband system. Inputs and outputs include take rates, prices for services, income and revenue projections, capital expenditures, operational expenditures, staffing projections, cash flow analysis, loan and grant considerations, buildout costs, and market projections.

Our ten-year pro forma has been designed specifically to model the unique business characteristics of a community-owned fiber and/or an integrated fiber and wireless network. We have provided these pro formas to more than forty communities in the past decade, and we are confident that we have the most detailed and comprehensive business analysis available.

## Technical Analysis

WideOpen Networks will identify potential network routes and interconnection points, existing and possible infrastructure recommendations. We use a variety of GIS and mapping tools,



including ArcGIS, to develop a comprehensive set of maps and data that illustrate where existing assets are located, where service is available, what services are available, where Internet and data cables leave/enter the area, and a wide variety of related information in both map and tabular form.

WideOpen Networks's technical feasibility evaluation will include: an assessment of service territories, backhaul routes, interconnection points, suggested routes, capacity, providers, technical and delivery models, market analysis, expansion strategies, cost estimates, funding resources, best practices, and other appropriate factors to address barriers at local and regional levels, with an emphasis on unserved and underserved areas. Our plan will utilize the millions of dollars' worth of existing county-owned telecommunication assets as part of the plan for Worcester County

### **Next Steps**

We provide specific, step by step recommendations, activities and policy changes needed for success. We identify a complete road map of tasks and activities that lead to successful grants and affordable high speed broadband for the community.

### ***Work Process and Deliverables***

Our deliverables will meet the requirements of the RFP, including:

- County demographics
- Survey results as specified in the RFP
- Analysis of incumbent providers
- Network availability and backbone capabilities in the county
- Case studies of similar projects in other counties
- Recommendations on potential project partners, synergies, and sharing opportunities
- Modeling of business and financing for FTTH, fixed broadband wireless, and other options (e.g. hybrid)
- Project cost estimates and timelines
- GIS files developed as part of the study
- Final report, including recommendations and suggested implementation measures, including "next step" phases
- Impact of broadband issues on community and economic development in Worcester County
- Gap analysis that evaluates key issues limiting broadband expansion in the county

### **Relevant Experience**

- Our ten-year pro forma has been designed specifically to model the unique business characteristics of a community-owned fiber network. We have provided these pro formas to more than forty communities in the past decade, and we are confident that we have the most detailed and comprehensive business analysis available.
- Our ten year pro forma for Bozeman, Montana was extensively vetted by eight local banks and has led to the approval of a \$3.85 million bank financing package.

# STAFF EXPERTISE AND EXPERIENCE

WideOpen Networks has a world class team of broadband analysts and network engineers to support the effort with Worcester County.

## **Andrew Cohill, Ph.D., Project Manager**

Andrew Cohill is President of WideOpen Networks and will provide overall supervision and management of the project while serving as project manager. He will provide the strategic planning and design for the project, and he will directly supervise the work of other team members, will make all work assignments, and will review and approve all work items, reports, and recommendations before releasing them to the client. Cohill has more than 25 years experience helping municipal governments with the challenges of broadband infrastructure.

## **Sid Boswell, Senior Network Engineer**

Sid Boswell will assist with needs assessment, asset identification, infrastructure analysis, market analysis, and business case analysis. He has extensive experience with the deployment of broadband infrastructure. His prior work experience as a senior consultant and project manager for Accenture included extensive work with some of the country's largest service providers, including AT&T, Verizon, Sprint, Comcast, Nextel, and Iridium. He has a B.S. in Telecom Engineering Technology from Texas A&M. His technical skills include hands-on experience with optical networks, Voice over IP systems, TCP/IP, and LAN/WAN design.

## **Jack Maytum, Senior Broadband Analyst**

Jack Maytum has a deep background in business model development and analysis and will be the lead analyst for this study. He will focus on the business analysis and gap analysis tasks, and will work closely with other team members on identifying key economic and community goals that can be supported by broadband improvements. He will also assist with stakeholder meetings, strategic planning and service provider interactions, and coordination of work activities.

## **Matt Bussing, Network Engineer**

Mr. Bussing is an experienced broadband network engineer. Bussing has worked extensively on community network planning, is familiar with a wide variety of fiber and wireless network configurations, and provides expertise in fiber network design, wireless signal propagation studies, service provisioning, and radio testing and configuration. Bussing will be making site surveys, assessing local existing infrastructure, and identifying future infrastructure needs.

## **Andrew Shaver, Broadband Planner**

Andrew Shaver's work includes, identification and mapping of key assets and points of interest and identification and analysis of existing fiber assets. Shaver also plans fiber to the home routes and fiber to the business routes, and assists with the development of fiber and wireless cost estimates. Shaver assists with field surveying and network equipment installation.

## **Jennifer Roepe**

Jennifer Roepe is a GIS Technician/Analyst for the company. Her work includes development of base maps and survey response maps such as internet speed analysis and public satisfaction response maps. She assists with mapping local towers and points of interest. Jennifer also helps with the preparation of residential and business surveys and the management of survey response data for reports.



## ASSURANCE OF STAFF DEPTH TO MEET PROJECT TIMELINE

WideOpen Networks only accepts a limited number of engagements and has adequate staff to meet the project timeline.

## CONFORMANCE WITH STATE AND LOCAL PLANS

We have assisting communities across the country for more than twenty years, we understand the broadband and telecommunications regulatory environment in Maryland. We have also been involved in all of the successful regional efforts in a number of states so we are keenly aware of how to create success within the current framework. We understand that any infrastructure investments by the County must conform to applicable state and Federal regulations. We also know making Worcester County's plan fit with regional and state plans is a matter of utmost importance.

### Work Process and Deliverables

- We will provide a set of case studies of other similar projects, and will describe the ownership and governance structure they selected, and why.
- We will provide Worcester County with an analysis of the ownership and governance options available to the County and a thorough discussion of the advantages and disadvantages of each option.
- We will evaluate County investments not only with respect to regulatory issues but also with an analysis of the potential for public/private partnerships with service providers and other private sector telecom companies.

### Relevant Experience

- We have proven track record of success helping communities execute our planning recommendations, create an ownership plan that meets state-level and Federal regulations, and avoid lawsuits. No community we have assisted has ever been sued by a private sector telecom company—we recommend solutions that are the right fit.
- We have a reputation for innovative governance and ownership solutions that can pass muster even in states and localities with regulatory environments that discourage community investment. In a study for 43 rural communities in western Massachusetts, we found a 100 year old state statute that was successfully used to bring all those communities together for an integrated strategy to make investments.
- We don't have a "one size fits all" approach to making recommendations related to regulatory issues. We have helped communities develop broadband authorities, use direct municipal ownership, use a nonprofit entity, form a private sector LLC, and form a coop. We will look for the right solution for Worcester County.

# EXPERIENCE RELATED TO THE PROJECT

Our public sector experiences spans twenty-five years of helping communities get the broadband network and services they need. Our work engagements have included:

- **Early Phase Planning** - This work typically includes current asset and future needs assessments, route design, cost estimates, business and financial planning, identification of funding options, and recommendations for successful next steps.
- **Pre-Implementation Planning** - This phase includes developing a final fiber route design, may include surveying and engineering, developing a bill of materials needed for construction, highly detailed technical architecture and technical specifications, and more extensive business and financial planning.
- **Network Construction Management** - Our muni clients have used our services to provide end to end management of the network engineering and construction process. We also configure and test all of the network equipment and inspect all of the construction work.
- **Network Operations** - We help our clients manage their networks, with technical support, day to day management, emergency break-fix management, and services management

**Northampton/Accomack Counties, Virginia** - WideOpen Networks developed the business case, financial studies, and technical design that led to the development of a two county fiber network now in its eighth year of operation. The network is in the black and using the additional funds to expand service to more businesses and institutions.

**Washington County, MD** - We provided a broadband feasibility study for Hagerstown and the county several years ago.

**Bozeman, Montana** - Our planning project, which included a technical design and financial plans, was produced in less than six months. It brought Gig fiber to the City of Bozeman, Montana. Our work with the City helped raise the initial \$4 million needed to build the network. We were competitively selected to manage the entire build out, including engineering, construction, procurement, and network configuration and testing. Construction on the network is finished and customers are now using the network.

**Rexburg, Idaho** - We conducted a study for the City of Rexburg (home of BYU-Rexburg) as well as several rural counties, including Teton County, Wyoming.

**Missoula, Montana** - We conducted a planning study and built a 23 mile 10Gig fiber network connecting 22 school sites.

**WideOpen Blacksburg** - We recently completed the design and construction of an all fiber Gigabit network in our first phase neighborhoods in Blacksburg, Virginia. Customers are now enjoying the fastest network in southwest Virginia.

**nDanville** - WideOpen Networks did the planning study, designed the network, and supervised construction of the network. It is the first municipal open access network in the U.S., now in its eleventh year and generating enough revenue to return funds to the City and to fund fiber to more homes and businesses.

**Wired Road, Virginia** - The Wired Road is a fiber and wireless network covering two counties (Grayson and Carroll) and one city (Galax). Covering more than 1,000 square miles of

mountainous terrain, WideOpen Networks provided the initial feasibility and impact study for the project and has managed all of the subsequent construction, business planning, and service provider partnership attraction. The network is in its eleventh year of operation and is now rolling out fiber to the home as well as fiber in several downtowns.

**Rockbridge County, Virginia** - WideOpen Networks did the planning study, designed the network, and supervised construction. Our work led to a \$10 million dollar Federal grant to build 90 miles of fiber throughout this mountainous county and a \$3 million state of the art data center. We wrote the grant proposal, built the network, and are now managing the network.

**New Hampshire FastRoads** - We wrote a successful \$7.7 million stimulus grant and built a 150 mile, 20 town open access network. We designed and built the network, and now manage it. It has four providers and is in its sixth year of operation.

**AccessEagan** - WideOpen Networks planned and managed the build out of this city owned network in the Twin Cities area of Minnesota. The network is in its second year of operation and has signed three providers. The network has been credited with attracting a major private sector data center to the city of Eagan.

**City of Palm Coast, Florida** - We provided the initial feasibility and impact study, and have provided ongoing technical and financial planning assistance. The Palm Coast network is a public/private partnership with all services offered by the private sector. The network was in the black in year one and is entering its eighth year of successful operation.

**Hampshire County, WV** - Recently completed an extensive county-wide planning study that included both broadband wireless and fiber to the home cost studies. Work also included mapping of current assets and evaluation of Capon Bridge FTTP project. *The Fiber-optic cable leading to the Capon Bridge Technology Park was lit on October 12, 2018. It is considered the 1st step in bringing better broadband to all of Hampshire County.* The project also included mapping of planned county fiber backbone, countywide wireless propagation studies, and data needed for a Federal grant application. Our work included next steps detail, and recommendations for governance, ownership, and management.

**Cortez, Colorado** - Our business and financial planning for the City of Cortez has led to highly successful community fiber network with TV, Internet, and phone offerings from seven service providers.

**Columbia Basin Broadband Corporation** - We have had several work engagements with CBBC since 2011, and completed the network design and construction specifications for a fiber to the home project and the technical design of a 260 mile DWDM network.

**City of Prior Lake, MN** - WideOpen Networks was hired by the city to review a feasibility study produced by another consultant. We identified major financial and technical architecture issues with the recommendations, and provided the City with a much less expensive set of options that would produce a much more capable network. Included in this effort was a financial pro forma that provided much more operational cost and capital cost information than the previous consultant's work.

**Cayman Utilities Corporation, Cayman Islands** - We provided fiber network financial planning for an island-wide network, network design, network construction cost estimates, network operations and management planning, service provider partnership development. WideOpen Networks managed construction of the initial 10Gig fiber ring, including connection to the island submarine cable terminus.

● Locations of Work Engagements



*WideOpen Networks has worked with hundreds of towns, cities, counties, planning districts and states on broadband planning in our twenty-five years of experience. Some of our previous work engagements are listed below.*

- |                             |                        |                               |
|-----------------------------|------------------------|-------------------------------|
| Bozeman, MT                 | Yellow Springs, OH     | Amherst County, VA            |
| Clifton Forge, VA           | Dakota County, MN      | Meeker County, MN             |
| Missoula, MT                | Sandpoint, ID          | Cayman Electric, Grand Cayman |
| Altavista, VA               | Danville, VA           | Columbia Basin Broadband, BC  |
| Hampshire County, WV        | Mingo County, WV       | PA Statewide Broadband Study  |
| Williamson, WV              | Richwood, WV           | Marshall County, MS           |
| Mineral County, WV          | Highlands, NC          | Tunica County, MS             |
| Isanti County, MN           | Keene, NH              | Phillips County, AR           |
| Missoula Public Schools, MT | Wise County, TX        | Tipton County, TN             |
| Fayette County, TN          | Mississippi County, AR | Dyer County, TN               |
| Alys Beach, FL              | Bedford County, PA     | Tate County, MS               |
| Berkshire, MA               | Calabasas Village, CA  | Haywood County, TN            |
| Cortez, CO                  | Decatur, IL            | Lee County, AR                |
| Eagan, MN                   | Nash County, NC        | NM Statewide Broadband Study  |
| Hanover, NH                 | Fauquier County, VA    | Accomack County, VA           |
| Kansas City, MO             | Los Alamos, NM         | Teton County, WY              |
| West Point, VA              | Nixa, MO               | Northampton County, VA        |
| Memphis, TN                 | Newberry, SC           | Crittenden County, AR         |
| Madison County, ID          | DeSoto County, MS      | Marshall County, MS           |
| Person County, NC           | Palm Coast, FL         | Amarillo, TX                  |
| Port Hardy, BC              | Prior Lake, MN         | Shelby County, TN             |
| Rexburg, ID                 | Lexington, VA          | Salt Lake City, UT            |
| Thibodaux, LA               | Vivian, LA             | Guernsey, Britain             |
| Buena Vista, VA             | Rockbridge County, VA  | Grand Rapids, MI              |
| Roanoke, VA                 | Salem, VA              | Eureka, CA                    |
| Fulton County, PA           | Huntington County, PA  | Carroll County, VA            |
| Prince George County, VA    | Temple, TX             | Galax, VA                     |
| Spokane, WA                 | Upper St. Clair, PA    | Bremerton, WA                 |
| Santa Cruz, CA              | Stuart, VA             | Monmouth, IL                  |
| Washington County, MD       | Powhatan County, VA    | Bath County, VA               |
| Teton County, ID            | Fremont County, ID     | Albemarle County, VA          |
| Amelia County, VA           | Canton, IL             | Pittsfield, IL                |
| Norton, VA                  | Smyth County, VA       | Blackstone, VA                |
| Portsmouth, OH              | Blacksburg, VA         | Camino, CA                    |
| Rindge, NH                  | Enfield, NH            | Anderson County, SC           |
| Oconee County, SC           | Pickens County, SC     |                               |

# OUT OF SCOPE FEES

WideOpen uses its own in-house online Web-based survey tools (no "free" surveys full of ads). We have found that using social media like Facebook, local media, and the County Web site can be very effective in generating excellent responses rates to the business and residential broadband surveys. The online survey development and data collection is included in our base fee.

We can also provide USPS EDDM (Every Door Direct Mail) distribution of paper surveys to every street address in all zip codes in the county. We charge only the direct cost of printing and mailing, and there is a data entry fee of \$65/100 paper surveys returned via this method. This is generally very economical and can boost response rates to the surveys even higher.

For any work requested outside the Scope of Services requested in the RFP, the following rates would apply on an hourly basis.

<b>Rate Schedule for Additional Staff Work</b>	<b>Hourly Rate</b>
Broadband Architect (Project Lead)	\$125.00
Network Engineer	\$125.00
Senior Broadband Planner	\$110.00
Financial engineering and grant writing	\$115.00
GIS/CAD design and mapping work	\$85.00

# PROOF OF INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bankers Insurance, LLC 3130 Chaparral Drive Suite 202 Roanoke VA 24018	<b>CONTACT NAME:</b> Monise Hall <b>PHONE (A/C No., Ext.):</b> 804-819-7471 <b>FAX (A/C No.):</b> 800-899-0146 <b>E-MAIL ADDRESS:</b> mhall@bankersinsurance.net														
<b>INSURED</b> DESININ-01 Design Nine, Inc., Wideopen Networks, Inc. & Blacksburg Broadband, LLC 2000 Kraft Drive, Suite 2200 Blacksburg VA 24060	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Casualty Insurance of America</td> <td>19046</td> </tr> <tr> <td>INSURER B : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Casualty Insurance of America	19046	INSURER B : Charter Oak Fire Insurance Company	25615	INSURER C : Travelers Indemnity Company	25658	INSURER D : Travelers Property Casualty Co of America	25674	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

**COVERAGES**      **CERTIFICATE NUMBER: 1492382720**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. W/VR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:		880-2294L575-17-42	11/5/2017	11/5/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA-3474N599-17-SEL	11/5/2017	11/5/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000		CUP-1716X000-17-42	11/5/2017	11/5/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB-6J602748-17-42	11/5/2017	11/5/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Errors & Omissions		880-2294L575-17-42	11/5/2017	11/5/2018	Aggregate Each Wrongful Act Deductible 4,000,000 4,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Directors & Officers Coverage - Travelers Casualty and Surety Company of America - Policy #106834316 - Effective 11/17/17 - 11/17/18  
 Limits - Private D&O \$1,000,000 / Retention \$5,000; Employment Practices Liability \$1,000,000 / Retention \$5,000

<b>CERTIFICATE HOLDER</b>  Design Nine Inc, WideOpen Networks Inc. & Blacksburg Broadband LLC 2000 Kraft Drive, Ste 2200 Blacksburg VA 24060	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**BID FORM**

**Broadband Feasibility Study for the Residents of Worcester County**

I/we have reviewed the specifications and provisions for furnishing a feasibility study for the residents of Worcester County. This study will serve the basis for data to provide Broadband coverage to Worcester County unserved residents at a later phase.

Total lump sum for services: \$35,000 TO \$40,000

Services will be completed within 270 days from notice to proceed by Worcester County.

**BID MUST BE SIGNED AND DATED TO BE VALID**

Date: 2-11-19 Signature: Thomas E. Terry  
Typed Name: THOMAS E. TERRY  
Title: CO-FOUNDER  
Firm: TERRY & UNSTAS ASSOCIATES  
Address: 401 BLUE WATER CT.  
OCEAN PINES, MD 21811  
Phone: 410-746-3952



*Translating Technology and Plans Into Action*

February 11, 2019

Office of County Commissioners  
One West Market Street  
Room 1103  
Snow Hill, Maryland 21863

Re: Proposal for Broadband Feasibility Study

Dear County Commissioners,


Terry and Unitas Associates is most pleased to submit our proposal for enhancing broadband access, services and capabilities for Worcester County via a collaborative approach.

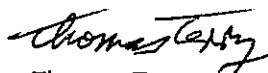
During our over 55 years at Verizon, we gained much knowledge about networks and technology. We were at ground zero for the birth of the Internet. Over the last decade, as Terry and Unitas Associates, we have worked in rural communities and counties focused successfully by improving broadband access and awareness. Our broadband improvement efforts were not standalone efforts. They were married to economic development initiatives. There are many ways to improve economic conditions, however, broadband technologies have become a common thread as the County recognizes.

Our broadband experience, technology careers and economic development background is a powerful combination for Worcester County. In addition, Tom Terry is an Ocean Pines 13-year resident and former HOA President. Tony Unitas also has ties to Eastern Shore through a family home and farm since the 70's. We know the area, the challenges and opportunities.

We look forward to a new partnership with Worcester County.

Sincerely,

  
Anthony Unitas  
Co-Founder

  
Thomas Terry  
Co-Founder





*Translating Technology and Plans Into Action*

February 11, 2019

**Proposal for  
Analysis and Recommendations for Worcester County  
Broadband Options & Services**

**Introduction**

Terry and Unitas Associates (T&U) is pleased to provide Worcester County with a proposal to help the County understand its options and make recommendations to increase internet access and its economic and educational benefits.

T&U is proposing to have the County create and sponsor support for a County wide, collaboratively funded, effort to include local governments, business leaders, residents, and carriers to identify the opportunities for expanded access to broadband services and enhancing the utilization of existing networks. This effort would not just be an engineering study to identify gaps in Broadband availability but *to energize the full community around the development of networks and utilization of broadband through a cooperative approach.*

With Tom Terry living in Worcester, as well as, past Ocean Pines President where he negotiated carrier contracts to open the community for the potential utilization of multiple carriers, and Tony Unitas' family owning a home and farm land on the eastern shore since the early 70's, T&U has an educated perspective on the broadband challenges facing Worcester County. Further, Worcester County faces the same broadband challenges as other areas where T&U has provided support.

We know Worcester County recognizes the Internet as a potential means to improve several metrics including economic growth, jobs, income and education for its citizens. While an in-depth analysis has not been performed, initial understanding indicates Worcester County suffers from poor broadband availability in certain sections of the County. The population centers of Pocomoke, Snow Hill, and County areas outside these municipalities face challenges in attracting carrier investment, while others like Berlin, Ocean City, and Ocean Pines may lack critical competitive alternatives.

Worcester County's primary goals:

- Understanding where broadband availability is a challenge
- Bringing broadband to more of Worcester County
- Expanding the utilization of existing broadband facilities:
- Leveraging Internet use to grow:
  - Business
  - Agriculture
  - Education
  - Health Care

Like similar areas and communities, Worcester County, suffers from reduced access to broadband in certain areas which have not been able to adopt the full realization of internet benefits to help those individuals improve skills, develop businesses and create jobs. Individual and personal growth for education and improved employment remain unfulfilled for many due to poor access to broadband/internet services.

Further, even for those areas with broadband access, there can be underutilization of this asset due to a lack of awareness of the inherent positive impacts. A more in-depth understanding and use of the internet can accelerate those benefits.

Married to a lack of access and/or underutilization is an additional challenge in many rural areas where carriers often do not see the value, or revenue growth potential, for added network investment to reach these rural customers. This leads to stagnation for network expansion; despite the need for reliable, affordable internet access and services.

This proposal offers assistance to begin to capture the aggregated un-served or underserved demand from communities so local carriers might see a path to expand and invest into those critical last mile resources.

'Unique', 'expertise' and 'experience' are words easily referenced in the consulting world. However, with T&U we earn them. While there are consultants who have telecom experience, each partner in T&U has over 25 years of practice and expertise with one of the largest telecommunications companies. In our final years at this company, we built the national network, which is still in use today, carrying terrestrial and cellular communications to millions of people. In that work, we selected the routes, hub locations, and associated capacities for the networks, etc. Since leaving that company, we decided to focus our telecommunications work in rural areas with limited or virtually no internet access to help address economic development opportunities. We understand the technology, the language and business of building networks, the impact on communities and have a proven work ethic. While our roots are in communications and technology, our equal passion and expertise is economic development. We think this makes us *unique*.

## Overview

The Internet can be a great equalizer. It connects resources and people. It is the new transport hub supporting the development of knowledge-based businesses. With broadband, in many cases, employees work from an internet connected device vs. an office or labor work site. The virtual expansion not only allows broader reach for the best employees but can expand markets and a customer base.

The telecommunication carriers created vast and universal communication networks over many decades. These networks served the needs of people, businesses, and governments for many years. However, these networks were designed and created for voice traffic. Only larger businesses, who could afford the capital investment, purchased and utilized separate data networks. These were usually concentrated in urban areas.

Today, data is the language of businesses and most of our lives. Unfortunately, voice networks have technical limits that make them obsolete for data usage. Cable companies have filled some of the voids. Cellular and wireless technology has helped mobile individual users with access to the internet. Still others remain unserved or underserved. Backbone and/or middle mile data networks have had massive growth in some areas; however, the last mile connection to the user location continues to have challenges. Without last mile carriers, the provisioning of middle mile and backbone networks becomes stranded investments.

In contrast, many urban cities already have multiple accesses to broadband and naturally can create businesses that compete locally, nationally and even globally. Those employers can fill positions from a much larger job pool well beyond its urban borders.

However, broadband is not the only cornerstone to successful growth. The need for a safe environment and different lifestyles are opening the door for more rural areas to compete for business development and jobs. This is in great part due to, businesses, agencies and organizations integrating technology and the internet as a core asset. These changes have fostered the ability for non-urban businesses to expand their market base and employee access.

T&U has faced the challenges and opportunities rural communities' experience, like those impacting Worcester County today.

In southern Illinois, we engaged over 20 carriers covering 20 counties and several industry sectors to identify and aggregate new network opportunities. Individually, these opportunities would rarely be fulfilled by a carrier, but by aggregating opportunities from citizens, business, education, healthcare and other segments, the carriers' interest expanded. Carriers invested over \$20m of their own budgets to create or expand their networks. In some cases, competing carriers partnered to help customers. Over 5

years, household coverage increased from 24% to over 80% and households using the internet increased from 12% to over 60%.

Our Peoria area, (Focus Forward CI (Central Illinois)) broadband awareness initiative showed that broadband access was available in the 4-county footprint. Granted, satisfaction with the carriers varied, but internet access was generally available. However, after an extensive residential and business survey and an in-depth analysis, we found the use of the internet by individuals was generally for self-entertainment vs. personal growth. Business use was more dismal. While many businesses had internet access, the use was mainly a static website and email. Few businesses even understood the ability to leverage the internet to create and expand their business or reduce operational expenses.

**Program success in creating more in-depth use of broadband networks  
and expanding the availability of access ultimately depends on:**

- 1. *The actual purchase and use of the network services and internet applications***
- 2. *The program leaders being carrier agnostic.***
- 3. *Community representatives and carriers working as partners, focused on mutually established goals***

The first point cannot be overstated. Short of a government agency building a free network, the business opportunity for a carrier must be defined. Simply asking "would the carrier be interested in building in our community?" will not attract investment. The community needs to aggregate the locations of potential customers and determine their ability and willingness to purchase.

The leaders of the effort must be open to helping any qualified carrier find the opportunities in Worcester County through an open and equal information sharing.

Lastly, those involved from the community in this effort must set aside past disappointments and focus on building true partnerships with carriers. No longer can the carriers be blamed solely for not investing.

**In short, the effort should be focused on finding willing paying customers. With this information, there is a chance of success in attracting new carrier network investment. *Identifying where there is lack of network is a minor step toward success.* Ultimately, the carriers need to have potential customer metrics.**

For those potential customers, who already allocate their financial resources to other needs, finding or reallocating dollars to purchase broadband can be a major step. They may need assistance to transition to include the cost of broadband into their budgets.

In addition, they may need to better understand the value of having broadband access. T&U's Broadband With A Purpose (BWAP) program can be utilized in an additional program effort to help people understand the depth of the value of the access. (See Attachment B)

In today's knowledge-based jobs economy and internet-based society; businesses, governments, healthcare, education and households need internet access to live their lives and compete regionally, nationally and even globally.

*The Internet can allow the job to come to you. The Internet can help a business grow, to compete beyond an area that locally may not fully support that business. However, it also allows competitors to enter your market from anywhere. Therefore, internet access is a requirement to compete and succeed.*

## Current Situation

From our local knowledge of Worcester County, it initially appears the area has some availability of high-speed backbone and middle mile data networks. There is most likely excess network capacity on these networks. It is critical that these networks be identified in detail. These networks could be utilized by local carriers to provision the last mile connections from these nodes and to provide the services which enable the use of the affordable and reliable internet. This connection is essential to successfully leverage the network to access the new knowledge-based economy.

The key to success in this effort is to facilitate and manage the synergy among carriers, communities, businesses and governments. This will ensure that as many as possible have the right affordable and reliable connections to internet-based technologies, applications and services. This effort is managed through the creation of an Association of Carriers and Communities (ACC) which will be detailed later in this document, or at minimum maintaining an ongoing communication with carriers as to where aggregated opportunities exist.

### Other key observations of Worcester County include:

- The presence of two dominate last mile and a few minor carriers which limits choices. A strong case with aggregated broadband requests needs to be presented to show carriers the opportunity for expansion.
- Limited carriers, low population density in some areas and geographic diversity may require a multi-technology/services solution. In other words, a potential solution may include, terrestrial services, cellular and wireless technologies.
- Ideally the carrier spending their own funds is preferred. However, there may be the requirement for the County or local community to support extending service to or from key points.

In summary, while individually there may be many requests for broadband service to the carriers, spread over the county, these requests are not aggregated to show the real level of demand and carrier opportunity. Collaboration with carriers and understanding the pockets for demand aggregation are keys to our approach. In addition, it is critical that residents and businesses in these pockets have the ability and willingness to purchase services.

## Proposed Action

Terry and Unitas recommends a phased or layered approach. Simply put:

- **Listen & Learn**
  - Engage in research and interviews
  - Understand requirements, needs and voids
  - Perform initial survey
  
- **Collaboration**
  - Involve the carriers, communities, business segments and stakeholders
  - Create foundation for Association of Carriers and Communities (ACC) or methodology for maintaining communications with carriers
  - Hold community meetings for open discussion
  - Analyze survey results
  
- **Solutions**
  - Perform initial demand aggregation
  - Deliver initial assessment of situation
  - Provide options for future action

It is projected these three phases will take approximately 9 months to organize, analyze, conduct interviews, create framework for the ACC and develop an initial status report with possible future steps.

## Key Actions and Steps:

1. Research and analyze the unique characteristics and metrics for Worcester County and immediate bordering areas.
  
2. With the assistance of the Worcester County Economic Development Office (or other selected County interface), interview;
  - a. Key businesses
    - i. Determine the top impacting businesses
  - b. Key industry segments
    - i. Determine the top industry segments impacting businesses
  - c. Business centers and business incubators
    - i. Identify specific information about these locations along with key personnel for future work alignment
  - d. Identify key organizations; determine network needs for the following segments while focusing on economic barriers and opportunities.
    - i. Educational institutions
    - ii. Healthcare facilities
    - iii. Financial centers

- iv. Governmental centers
      - v. Residential centers and developments
    - e. Economic development initiatives
      - i. Ascertain the critical key leaders/stakeholders and vital projects
    - f. Broadband coverage, adoption and uses
      - i. Map potential opportunities for network and service growth
- 3. Identify and interview key community constituents focusing on network demands, network voids and underutilized areas. Interviews will include:
  - a. Entities' role and position in the community
  - b. Current and future internet uses
  - c. Barriers to use internet
  - d. Observations about areas that are underserved
  - e. Plans or projects that will increase demand
  - f. Last mile issues
- 4. Carrier meetings will include a focus on aligning efforts to obtain active support of our programs
  - a. Current and planned networks
  - b. Network build criteria
  - c. Barriers to expand networks
  - d. Opportunities for utilization of their existing network
- 5. Identify locations for community "Town Meeting" type meetings to promote open discussion:
  - a. Present information from interviews
  - b. Discuss carrier build requirements
  - c. Develop lists of potential customers
- 6. Create framework for the Worcester County Association of Carriers and Communities (ACC). Activities include:
  - a. Identify initial members
  - b. Determine potential carriers not currently serving Worcester County
  - c. Set potential common goals
  - d. Leverage and promote existing networks
  - e. Assess voids with demand vs. current network locations
- 7. Progress reporting to include:
  - a. Monthly updates
    - i. Meetings
    - ii. Key actions
    - iii. Results
  - b. Final report and recommendations



In addition, depending upon the County's interest, T&U can use **collaborative funding**. This would be known today as basically *crowd funding*. We have found that improved broadband access and services, and improved depth of utilization, positively impact many business segments, communities and households. The Internet has the potential to 'raise all boats'. With this potential, it has caused carriers, business and different governmental entities to contribute to a common effort. This funding can expand scope of work, education and training, as well as, other programs supporting broadband deployment and services.

As always, T&U will research other funding sources such as, grants, program and other broadband funding initiatives.

## Additional Information about ACCs

### **Association of Carriers and Communities (ACC):**

#### **Community Connection Activity:**

- Leverage community leaders' support
- Place broadband leaders in a forum for cooperation and collaboration with local leaders
- Perform mutual goal setting for coverage and adoption
- Identify today's and future key bandwidth users and requirements in the project area
- Create a framework for future action and discussions as needs arise

Investigate programs and governmental funding opportunities for network deployment and user education

#### **Key ACC objectives:**

- Build commitment among competing network carriers
- Utilize demand aggregation to identify and map opportunities
- Develop a regional approach to expand access to broadband
- Create a sustainable response to increased regional demand
- Plan for the future

The ACC's activities directly connect the community with broadband carriers to collaboratively identify the needs of the area. It gives communities a forum to better understand the carriers' needs and express their own desires. The community needs to understand the carriers' requirements for building new networks. In addition, the carriers must understand the position of the communities of wanting better access. This communication provides an opportunity for mutual goal setting to support network construction and increased adoption.

The scope of work for ACC includes active engagement with carriers to move towards common goals with communities and their leaders. Ongoing working meetings and conference calls also enable community stakeholders to share their network and adoption concerns. Additional work, involving demand aggregation activity, will assist the carriers with network deployment to benefit the community. The synergy between carriers and communities in jointly focused meetings will be a powerful tool to encourage broadband adoption and deployment.

## Longer Term Goals, Deliverables & Outcomes

T&U has experience with a very similar project in Southern Illinois. Our efforts were associated the *Connect Southern Illinois (CSI)*. Southern Illinois's lower 20 counties had a mere 25% of households who were even able to access Internet. Of those only 12% actually purchased Internet services.

Through the ACC the carriers set an aggressive coverage goal for 85% of households to be able to obtain broadband by 2012. Further, of those 54% of households would purchase broadband access and be using the internet. The coverage goal was almost achieved with a new coverage level of 80%. The purchase rate (adoption rate) exceeded the goal with 60%. . The carriers experienced a gain of 50% in network growth driven by demand aggregation and adoption awareness. Carriers invested over \$20 million in new network construction.

While these results were exceptional, when internet awareness and broadband coverage was developing in rural America, Worcester County can experience growth of the last mile, coverage and adoption utilizing the same methods and leadership. This proposal is focused on last mile growth and coverage which will improve adoption by greater availability and awareness.

## In Conclusion

The time is right for Worcester County to find the areas of internet demand to attract carriers to better serve its underserved and unserved areas. Working directly with the potential users and/or businesses, the resources of the last mile carriers and other networks can be better implemented and utilized. Further it is not enough to build internet access. A more in-depth understanding of the individual's need to access and utilize the internet will be essential to link Worcester County to the new knowledge-based economy.

- The attached Addendum A spells out T&U's collaborative approach for local support/involvement and possible financial participation.

## This is a fee-based proposal:

The fees for T&U for this Phase One work to define the opportunities in Worcester County are expected to be in the range of \$35,000 to \$40,000 plus reasonable expenses. Depending on the final agreement T&U will refine the charges to a specific number.

## T&U believes:

*It is the awareness and utilization of internet applications that will change how businesses, governments, healthcare, education and households function and succeed. The combination of internet availability and the depth of its actual use will lead to transforming events.*



*Translating Technology and Plans Into Action*

Name of Company: Terry and Unitas Inc.

Address of Home Office: 401 Bluewater Court

City of Home Office: Ocean Pines

State of Home Office: Maryland

Zip Code of Home Office: 21811

Phone Number of Home Office: 410-746-3952

Federal EIN: 76-0846266

State EIN: D 11612249

Contact Name: Tony Unitas &  
Tom Terry

Contact Cell Phone Numbers: 410-299-5161  
410-746-3952

Contact E-Mail Address: tunitas@terryandunitas.com  
tterry@terryandunitas.com

## Terry and Unitas Leadership:

### **Tom Terry**

After creating T&U in 2006, Tom looked back to his roots where he spent part of his career working as an economic development manager for Bell Atlantic/Verizon. Through T&U, Tom chose to focus some efforts to help in rural America by developing techniques to bridge the communications gap between communities and carriers. This T&U work was done as a subcontractor to integrate broadband and internet access into broader economic development efforts.

Prior to T&U, he had spent 30 years with Verizon as an executive who led a number of business development initiatives. He held various positions within the company, including engineering, construction of telecommunications infrastructure for local networks, media and public relations, marketing, and state and local economic development. He was also selected by Bell Atlantic/Verizon, in competitive competition, to participate in an intrapreneurial product/company development contest. His product/company was based on creative uses of network design resulting in millions of dollars of survivable networks being established. The U.S. Chamber of Commerce and the White House have recognized Tom's business development work with the prestigious President's Action Awards.

Tom holds a Masters Degree in Technology Management and has been a resident of Worcester County since 2006. He has a good level of knowledge of Worcester County and the local communities' needs. Tom is a member of the Holy Savior Church where he plays bass guitar in the choir and serves as a lector.

### **Tony Unitas**

After co-creating T&U, Tony thoroughly enjoyed bringing his high energy and corporate skills to many communities and projects. Some of more notable accomplishments are leading over 20 carriers for over 2 years to solve broadband issues in southern Illinois. Conveying that the Internet is just a tool for individuals and businesses and not sole answer has been a passion. Creating custom broadband awareness seminars and conducting business strategy sessions has been very personally rewarding. With a proven sales leadership record, Tony helped a nationwide Wireless Service Provider (WISP) refine and redirect their products and sales initiatives. Tony led an effort to create a user-friendly website to help households self-identify desire for broadband and instantly distributed information to all carriers participating in the ACC. Tony was also instrumental introducing the concepts of Smart Build and Personal Branding.

Pre-T&U, Tony has more than 25 years of leadership experience at Verizon, where he led numerous strategic planning efforts. He also directed several sales organizations, with a focus on major accounts, Internet providers and middle markets. Many industries have benefited from his expertise in strategic planning, business & fiscal management, customer care, people & product development. Tony's core strength is pairing the right technology solutions with business goals to achieve successful development.

He was also on a small team that created the Master of Telecommunications curriculum at the University of Maryland.

Tony also volunteers at Loyola Blakefield as an Alum and parent with many stage productions from building sets, filming and many supporting activities for casts and crews. Also volunteer at Cathedral Mary Our Queen on Technology Committee and administrator of minister scheduling system and Usher.



*Translating Technology and Plans Into Action*

Reference List
----------------

Customer -- client name	CSI and Peoria
Reference name	Brad Housewright
Title	Economic Development Saline County
Office Phone Number	618 841 7834
Cell Phone Number	618 833 0903
E-Mail Address	<a href="mailto:bhousewright@salinecoinddev.com">bhousewright@salinecoinddev.com</a>
Mailing Address	37 South Main Street Harrisburg, IL 62946
Time Frame	2006 - 2014
Contract amount	T&U Contracts are under Non-Disclosure

Customer -- client name	AuNR Systems Inc & Baker Engineering
Reference name	William Bates
Title	Program Director
Office Phone Number	513 910 3395
Cell Phone Number	717 525 2620
E-Mail Address	<a href="mailto:william.bates77@comcast.net">william.bates77@comcast.net</a>
Mailing Address	4815 Cooper Road Suite 204 Cincinnati, Ohio 45242
Time Frame	2014 - 2015
Contract amount	T&U Contracts are under Non-Disclosure

Customer -- client name	Arielle Condo Association
Reference name	David Bourbeau
Title	Board Member
Office Phone Number	
Cell Phone Number	845 264 5738
E-Mail Address	<a href="mailto:davebourbeau1@gmail.com">davebourbeau1@gmail.com</a>
Mailing Address	7301 McIntosh Road Sarasota FL 34238
Time Frame	2017-2018
Contract amount	T&U Contracts are under Non-Disclosure

## Addendum A

Local involvement for this effort:

**Worcester County Economic Development Office (WCED)** It is assumed the WCED would be directly involved with this project as well as the County IT department. The expectation is the WCED will provide support in identifying local carriers, Government, business, and high broadband users who will be interviewed by T&U. In addition, the WCED will provide support for and create an E-mail address list of recipients for the T&U broadband/ internet survey. The IT department would provide the County's portion of the funding.

The county social media resources will need to be supportive of the effort as well.

The WCED will also provide initial contact for surrounding County Economic Development offices when appropriate.

**Local Governments:** County, Local Municipality governments and/or "governing organizations" will be expected to endorse the effort, participate in the interviews and the ACC, and provide possible financial support.

**Local Chambers of Commerce:** Local Chambers of Commerce will be expected to endorse the effort and participate in the interviews and the ACC.

**Local Educational, Medical, Major Employers "Institutions":** Local Institutions will be expected to participate in the interviews and provide possible financial support.

**Local Smaller Businesses:** Local Smaller Businesses will be expected to endorse the effort and participate in the interviews.

**Local Carriers:** Local carriers will be expected to endorse the effort and participate in the ACC and interviews and provide possible financial support.

**Local Citizens:** Local Citizens will be involved through their participation in the survey effort.



## Addendum B

### **T&U's Broadband With A Purpose :**

#### **(This is the next possible step after the work to expand broadband networks has progressed)**

Both the ACC and demand aggregation methods help to improve last mile access to the internet. However, once that access is achieved the user needs to optimize their use of the new asset. Broadband With A Purpose (BWAP) connects broadband technologies and applications to users, businesses, governmental agencies and communities for personal and economic growth. It is specifically focused on the needs for those who do not understand or use the internet to its potential and to expand and to deepen the usage level of those who are minimal users. This better understanding, and increase usage, can also lead to demand for increased bandwidth requirements helping the carriers' goals.

BWAP begins through active outreach to communities in the project area to determine the level of understanding, awareness and use of broadband. The focus is on businesses, government, and citizens. This will be accomplished from data gathered through the ACC and interviews. Business interviews conducted throughout the County will focus on the use of internet applications, with results tabulated and benchmarked. Through all these efforts additional information will be developed about each community's business environment along with educational resources for continued education on broadband technologies.

Once T&U has completed its fact finding, it will develop customized awareness internet and broadband technologies sessions aligned with Worcester County 's specific needs. These sessions are designed to communicate specifics about internet resources for business, plus strategies, tools and tips for expanding businesses to create jobs. For citizens, BWAP resources focus on specifics around topics such as online eLearning sites and job placement tools.

BWAP includes discussions on current and future business environments in more detail, along with employment opportunities of today and tomorrow. In addition to each briefing's concepts and tools, case studies for business and citizens will enable each group to understand in a real-world environment how broadband technologies can be beneficial. These briefings become the catalyst at the local level to create improved adoption, improved utilization of broadband applications and improved demand for carrier services.

BWAP is a valuable resource for self-starters seeking more opportunity in the project area, with all tools and resources supplemented with case studies that relate directly to citizens or businesses during each session. It is delivered in group sessions throughout the county. Ideally, these sessions will consist of 10-15 motivated current or potential business owners and individuals seeking self-improvement. We especially encourage the use of a train the trainer method. In this way, after T&U conducts session, trainers within the County remain to conduct future requests for training.

This Spectrum Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock insurance company of The Hartford Insurance Group shown below.

SBM

INSURER: HARTFORD CASUALTY INSURANCE COMPANY  
ONE HARTFORD PLAZA, HARTFORD, CT 06155  
COMPANY CODE: 3

Policy Number: 30 SBM RQ9063 SA



### SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: TERRY, UNITAS & ASSOCIATES INC  
(No., Street, Town, State, Zip Code)

401 BLUEWATER COURT  
BERLIN MD 21811

Policy Period: From 05/08/18 To 05/08/19 1 YEAR  
12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire.

Name of Agent/Broker: V W BROWN INSURANCE SERVICE LLC  
Code: 721076

Previous Policy Number: 30 SBM RQ9063

Named Insured is: CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$425 MP

Countersigned by *Suean S. Castaneda*  
Authorized Representative

03/12/18  
Date

**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER:** 30 SBM RQ9063

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

**Location:** 001      **Building:** 001

401 BLUEWATER COURT  
BERLIN MD 21811

**Description of Business:**  
CONSULTANT - MANAGEMENT

**Deductible:** NO COVERAGE

**BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE**

**BUILDING**

NO COVERAGE

**BUSINESS PERSONAL PROPERTY**

**REPLACEMENT COST**

NO COVERAGE

**PERSONAL PROPERTY OF OTHERS**

**REPLACEMENT COST**

NO COVERAGE

**MONEY AND SECURITIES**

INSIDE THE PREMISES  
OUTSIDE THE PREMISES

NO COVERAGE  
NO COVERAGE

109

**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER: 30 SBM RQ9063**

<b>BUSINESS LIABILITY</b>	<b>LIMITS OF INSURANCE</b>
<b>LIABILITY AND MEDICAL EXPENSES</b>	<b>\$2,000,000</b>
<b>MEDICAL EXPENSES - ANY ONE PERSON</b>	<b>\$ 10,000</b>
<b>PERSONAL AND ADVERTISING INJURY</b>	<b>\$2,000,000</b>
<b>DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES</b>	<b>\$ 300,000</b>
<b>AGGREGATE LIMITS</b>	
<b>PRODUCTS-COMPLETED OPERATIONS</b>	<b>\$4,000,000</b>
<b>FORM SS 05 09</b>	
<b>GENERAL AGGREGATE</b>	<b>\$4,000,000</b>
<b>EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01</b>	
<b>EACH CLAIM LIMIT</b>	<b>\$ 5,000</b>
<b>DEDUCTIBLE - EACH CLAIM LIMIT</b>	
<b>NOT APPLICABLE</b>	
<b>AGGREGATE LIMIT</b>	<b>\$ 5,000</b>
<b>RETROACTIVE DATE: 05082007</b>	

This Employment Practices Liability Coverage contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

**BUSINESS LIABILITY OPTIONAL  
COVERAGES**

<b>HIRED/NON-OWNED AUTO LIABILITY</b>	<b>\$2,000,000</b>
<b>FORM: SS 04 38</b>	

110

**SPECTRUM POLICY DECLARATIONS (Continued)**  
**POLICY NUMBER: 30 SBM RQ9063**

**Form Numbers of Forms and Endorsements that apply:**

SS 00 01 03 14	SS 00 05 12 06	SS 00 08 04 05	SS 00 64 09 16
SS 01 16 05 16	SS 89 93 07 16	SS 00 60 09 15	SS 04 38 09 09
SS 41 63 06 11	SS 05 09 07 00	SS 05 47 09 15	SS 50 19 01 15
SS 51 10 03 17	SS 09 01 12 14	SS 09 61 10 09	SS 09 67 09 14
SS 09 70 12 14	SS 09 71 12 14	IH 99 40 04 09	IH 99 41 04 09
SS 83 76 01 15			

///

**BID FORM**

**Broadband Feasibility Study for the Residents of Worcester County**

I/we have reviewed the specifications and provisions for furnishing a feasibility study for the residents of Worcester County. This study will serve the basis for data to provide Broadband coverage to Worcester County unserved residents at a later phase.

Total lump sum for services: \$14,100.00

Services will be completed within 90 days from notice to proceed by Worcester County.

**BID MUST BE SIGNED AND DATED TO BE VALID**

Date: 2/11/19 Signature: *Brett C Hill*

Typed Name: Brett Hill

Title: Operations

Firm: Seaside Internet of MD, LLC

Address: 9748 Stephen Decatur Highway, Ste 404

West Ocean City, MD 21842

Phone: 833-832-3683

**Proposal Cover Sheet**

Name of Company	Seaside Internet of MD, LLC
Address of Home Office	9748 Stephen Decatur Highway, Ste 404
City of Home Office	West Ocean City
State of Home Office	Maryland
Zip Code of Home Office	21842
Phone Number of Home Office	833-832-3683
Federal EIN	83-0712696
State EIN	W18975714

Contact Name: (Please print clearly)

Brett Hill

Contact Office Phone Number:

833-832-3683

Contact Cell Phone Number:

410-357-1150

Contact E-Mail Address: (Please print clearly)

brett@seasideinternet.com

“Proposal and cost schedule shall be valid and binding for ONE HUNDRED TWENTY (120) days following the proposal due date and will become part of the contract that is negotiated with the COUNTY.”

If the vendor has had any contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. In the space provided below, submit full details of all terminations for default experienced by the vendor during the past five years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The County will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor. If no such terminations for default have been experienced by the vendor in the past five years, declare so in the space provided.

N/A



***Customer Reference Form (Include information for three references)***

Customer – client name	Rob Uhl
Reference name	Verizon Wireless
Title	Transport Engineer
Office Phone Number	412-496-6160
Cell Phone Number	
E-Mail Address	robert.uhl@verizonwireless.com
Mailing Address	18 Abele Road Bridgeville, PA 15017
Start Date	6/12
End Date	12/13
Contract amount	\$4.8M

Customer – client name	Lenny Avalos
Reference name	Centurylink
Title	Director, Metro Network Planning
Office Phone Number	602-385-8445
Cell Phone Number	
E-Mail Address	lenny.avalos@centurylink.com
Mailing Address	26144 N. Mitchell Trail Florence, AZ 85232
Start Date	8/11
End Date	Ongoing
Contract amount	\$218,400 Annually

Customer – client name	
Reference name	
Title	
Office Phone Number	
Cell Phone Number	
E-Mail Address	
Mailing Address	
Start Date	
End Date	
Contract amount	



February 11, 2019

Worcester County Department of Information Technology  
Attn: Brian Jones  
One West Market Street  
Room 1003  
Snow Hill, MD 21863

RE: RFP for Broadband Feasibility Study

To Whom It May Concern,

Seaside Internet of MD, LLC ("Seaside"), is providing the enclosed response to your RFP for Broadband Feasibility Study. The team at Seaside brings a deep history of designing and deploying broadband projects throughout the Northeast over the last 25 years. Currently, Seaside is working in parts of Maryland and Virginia with dire service needs, but is actively seeking other projects nationwide that fit into the Seaside model.

Based on the request issued by Worcester County, Seaside believes that much of the information the county desires through the RFP process correlates with market research already performed by Seaside. I believe our team has the capabilities to provide the county with the information necessary to evaluate the best long-term options for Worcester County. Our deliverables meet all the required components of an offering per the RFP.

I appreciate your time in reviewing this request and look forward to further discussing a relationship between Seaside and Worcester County.

Sincerely,

Brett Hill



Seaside Internet Holdings, LLC ("Seaside") is the parent company of several internet service providers, including Seaside Internet of MD, LLC, and has been built by a team of veterans from the telecom industry, as well as business operation, marketing, customer service, and finance leaders. Seaside's management engineering and operations team has built networks throughout North America. From the early days of DSL, to the first 1GBs internet circuits, the Seaside team has been pioneering enhanced broadband services in multiple markets. Coupled with a seasoned business leadership team, Seaside has the ability and expertise to manage customer relationships and deliver a well-engineered, reliable, and well-managed broadband experience.

**Key personnel profiles:**

**John Krawczyk, CEO**

John Krawczyk, founder of Seaside Internet Holdings, LLC, has 15 years of information technology experience and a broad knowledge of the telecommunications industry. He carries certifications in multiple areas of the IT profession and has worked across multiple levels of the OSI model.

Prior to founding Seaside, Mr. Krawczyk served in senior leadership positions in the finance, marketing, sales, and online content. Mr. Krawczyk still maintains senior advisory positions at several of these companies. Mr. Krawczyk's experience both in the field and with corporate strategy and vision are an integral asset to Seaside's technical and managerial qualifications.

**Brett Hill, Operations Manager**

Brett Hill has led several network operators in the Mid-Atlantic area from startup to sale over the last 20 years. In these roles, he oversaw the construction, testing and turn-up of a 288-mile network through the Baltimore metropolitan area, from initial construction at startup, to ownership transfer of \$30MM asset. On another project, Mr. Hill managed the creation of a 70-mile rural network in the Appalachian Mountains to facilitate ISP services in unserved areas. Mr. Hill has spent his entire career working with leading edge technologies, in forming best practices for deployment. From the early days of VoIP, to LTE technologies on US and Caribbean cell networks, Mr. Hill has been an innovator of service strategies for rapid deployment. Today, Mr. Hill is focusing on the growing bandwidth demands, and creating the fiber infrastructure necessary to support the needs of neighborhoods, schools, and businesses.



Joseph Boyd, Implementation Manager

Joseph Boyd is a telecom industry veteran with over 20 years of both ISP and OSP construction experience. He has directed projects in almost every state and province in North America as well as over 20 countries across 3 other continents. Mr. Boyd personally carries certifications from almost every major telecom manufacturer. With his industry knowledge and experience, he has developed a strong reputation for being able to deliver efficient and quality work in a timetable where others cannot. Not only does he manage his projects, but he has the ability and knowledge to participate in the field, from operating equipment, to splicing fiber, to provisioning and testing electronics.



### **Project Plan:**

While evaluating the needs of the Delmarva for our own business model, Seaside Internet of MD, LLC ("Seaside") has performed much for the research and market evaluation that the county is requesting. Seaside has found the bulk of this data in two key locations, the FCC's Broadband Mapping Tool, <http://broadbandmap.fcc.gov>, and Fiber Locator, <http://www.fiberlocator.com>. The FCC's tool compiles data annually from required submissions of service providers, and maintains a dataset open to the public with services available, speeds offered, and population served. This data is further supported by the infrastructure database maintained by Fiber Locator. Fiber Locator provides mapping of all carrier networks across the USA, as well as tower locations and buildings on-line. We have found these two tools to be the most comprehensive, up-to-date information in the marketplace.

In evaluating this data, Seaside looks first to the national initiatives for Broadband, both present and future guidance. The two primary repositories of this guidance are under the FCC and USDA. For Worcester County, Seaside would look further to guidance from the Community Broadband Networks Initiative, as well as Broadband Communities for data sets of other comparable county plans across the USA.

Based on the primary resources identified above, Seaside will be able to provide Worcester County with an accurate, and documented GAP Analysis of the current environment, and future needs, as well as the impact of broadband issues identified in the analysis. Seaside will deliver options for weaknesses identified through this analysis, along with funding sources and justifications for funding to support project implementation. Should wireless solutions be a part of the proposed options, Seaside will utilize TowerCoverage.Com, <http://www.towercoverage.com>, to perform signal testing and provide signal mapping to the county for coverage analysis. This will allow comprehensive budgeting for coverage options on both wired and wireless solutions to be evaluated.



**Deliverables:**

1. County Demographics
2. Survey results to include but not limited to:
  - a. Demonstrate current level of service by identifying unserved and underserved residence and or businesses.
  - b. Tabulation of data based on findings in spreadsheet (Excel) form.
  - c. Equipment per household effected by lack of broadband
  - d. Needs of underserved or unserved residents
  - e. Geographical map showing underserved or unserved residents in Worcester County
  - f. Current broadband (broadband is defined as 25 MPS or more) providers if any available to resident
  - g. Current number of internet providers with bandwidth less than 25 MPS.
3. Incumbent providers, their location(s) and details on current services and technologies
4. Industry findings of network availability in the county along with backbone capabilities.
5. Similar projects that have been completed in other counties.
6. Potential project partners that may be used to obtain data for this study.
7. Synergies and sharing opportunities
8. Business and financial modeling in support of network build to include Fiber-to-the-Home (FTTH), Fixed Wireless Broadband or a Hybrid System
9. Estimation of project cost and construction timeline should Worcester County decide to expand on a broadband installation project in the future.
10. Provide any GIS-based shapefiles created or utilized for the Project
11. Report that clearly defines their stakeholder evaluation process including their recommended participant level in order to reach statistically reliable results.
12. List of recommendations and suggested implementation measures to be employed by Worcester County for its "Next Step" Phase
13. Determine the general economic and community impact broadband issues are having on Worcester County as described in the "Scope of Work" section of the RFP.
14. The GAP Analysis should include an evaluation of key issues limiting broadband expansion as described in the "Scope of Work" section of the RFP.



**Fee Schedule:**

Seaside proposes to perform the evaluation requested by Worcester County for a total lump sum price of Fourteen Thousand One Hundred Dollars (\$14,100.00).

This price was derived as follows:

- A) Labor – 80 Hours X \$125.00 per hour = \$10,000.00
- B) Fiber Locator – 1 X 1 Year Subscription = \$3,800.00
- C) TowerCoverage.com – 1 X 1 Year Subscription = \$300.00

The two subscriptions are the only paid resources we believe required to complete the County's request, all other resources are publicly available at no cost.

Payment terms are NET 30 DUE at project completion.

Upon project acceptance, Seaside will provide Worcester County with a Certificate of Insurance, meeting the County's requirements and listing the County as an Additional Insured.



February 7, 2019

Office of the County Commissioners  
One West Market Street Room 1103  
Snow Hill, MD 21863

**Response to RFP for Broadband Feasibility Study**

The following response is from CCG Consulting and our partner Finley Engineering in response to your RFP for a Broadband Feasibility Study.

You are likely to get several very different proposals from different consultants. We take a different philosophical approach from many of the other proposals you will see. We think that the primary focus of a feasibility study should be to find a solution that can get funded, built, and which can operate without future subsidies. Many other consultants put their emphasis on finding the exact right technology solution – and while that is important, and our team has experienced engineers – all of the technical analysis in the world is wasted if it's used to propose a project that can't be taken to the bank. Doug Dawson at CCG has a long career in finding creative ways to get projects funded.

We appreciate the opportunity to make this proposal and we look forward to talking to the County further. We are available, with reasonable notice for any needed interview.

I would note that I am familiar with the County. I was a Maryland resident for many years and have been a year-round resident in both Ocean City and Ocean Pines.

A handwritten signature in black ink, appearing to read 'Doug Dawson', is written over a horizontal line.

Doug Dawson, President  
Nationwide CLEC, LLC dba CCG Consulting  
825C Merrimon Ave., # 290  
Asheville, NC 28804  
202 255-7689  
[Blackbean2@ccgcomm.com](mailto:Blackbean2@ccgcomm.com)



*applicable, and will be required to submit a Certificate of Insurance indicating the limits of such insurance that are satisfactory to the County.*

*The vendor accepts the terms that anything provided to the County, as a deliverable then becomes the sole property of Worcester County and cannot be redistributed in any form without the express written consent of the Worcester County Commissioners or its designees.*

CCG Consulting will be able to demonstrate that we have the needed insurance and we have maintained it since our inception in 1997.

We acknowledge that all of the work product from this project belongs to the County. We would caution you to ask other consultants about this because we know some of them will not share their financial analysis spreadsheets with their clients.

**PROPOSED PRICING**

Below is our proposed pricing for the project. These are fixed prices. We bill monthly as work is performed. We bill travel expenses or other direct expenses at actual cost, without mark-up.

**Market Research**

**\$ 3,000**

This includes the following tasks described in the RFP response:

- Product and price research
- Customer bill analysis
- Citizen speed tests
- Demographics and incumbent provider research

**Understanding Broadband Demand**

**\$11,000**

This includes the following tasks described in the RFP response:

- Residential Survey
- Stakeholder Interviews
- Business Questionnaire

**Engineering Analysis**

**\$ 20,000**

This includes the following tasks described in the RFP response:

- Estimating the cost of both fiber and wireless broadband networks
- Understanding the options for fiber backhaul
- Interviews with existing ISP service providers
- Providing GIS shape files

**Financial Modeling**

**\$ 9,500**

This includes the following tasks described in the RFP response:

- Develop numerous financial models to understand the feasibility for operating a broadband business in the County

- Sensitivity analysis of key variables
- Provide spreadsheets to the County

**Other Analysis**

**\$ 2,000**

This includes the following tasks described in the RFP response:

- GAP Analysis
- Funding options for broadband

**Written Report / Presentations**

**\$ 5,000**

This includes the following tasks described in the RFP response:

- Written Report covering all of the above topics. The final report will include specific recommendations and next steps.
- Preparation of presentation materials
- Present results to County.

**Subtotal of Consulting**

**\$52,500**

**Travel Expenses.**

**\$ 4,000**

This anticipates one visit to the County by CCG Consulting and two by Finley Engineering.

**Total Price**

**\$ 56,500**

**BID FORM**

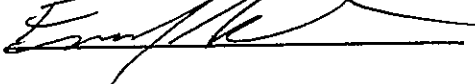
**Broadband Feasibility Study for the Residents of Worcester County**

I/we have reviewed the specifications and provisions for furnishing a feasibility study for the residents of Worcester County. This study will serve the basis for data to provide Broadband coverage to Worcester County unserved residents at a later phase.

Total lump sum for services: \$88,750.00

Services will be completed within 90 days from notice to proceed by Worcester County.

**BID MUST BE SIGNED AND DATED TO BE VALID**

Date: 2/8/2019 Signature:   
Typed Name: Erik Johnston  
Title: President  
Firm: Foresite Group, Inc.  
Address: 3740 Davinci Court, Suite 100  
Peachtree Corners, GA 30092  
Phone: 770.368.1399



**Proposal Cover Sheet**

Name of Company	Foresite Group, Inc.
Address of Home Office	2101 Magnolia Ave S, Suite 100
City of Home Office	Birmingham
State of Home Office	Alabama
Zip Code of Home Office	35205
Phone Number of Home Office	205.397.0370
Federal EIN	38-3672020
State EIN	Same as Federal

Contact Name: (Please print clearly)

EJ Smith

Contact Office Phone Number:

205.397.0370

Contact Cell Phone Number:

205.440.3236

Contact E-Mail Address: (Please print clearly)

esmith@fg-inc.net

“Proposal and cost schedule shall be valid and binding for ONE HUNDRED TWENTY (120) days following the proposal due date and will become part of the contract that is negotiated with the COUNTY.”

# FORESITE

2101 Magnolia Avenue South, Suite 100

Birmingham, Alabama 35205

o | 205.397.0370

f | 844.272.0997

w | www.fg-inc.net

February 11, 2018

Brian Jones  
Worcester County Department of Information Technology  
One West Market Street, Room 1003  
Snow Hill, MD 21863

**RE: RFP for Broadband Feasibility Study**


Mr. Jones and Selection Committee,

It is our pleasure to submit a proposal to the Worcester County Department of Information Technology to complete a broadband feasibility study. We understand your need for broadband to fulfill many current and future needs in the County including improving the quality of life of your residents, providing opportunities for distance learning, and to provide reasonably priced connections to the private homes, educational facilities, businesses, government organizations, and even non-profits. Let us congratulate you on taking the first steps to make all that a reality.

We want to be an integral part of your community along this journey of creating new lifestyles and collaboration that can only be achieved through proper broadband connectivity. From groundbreaking techniques to convert LiDAR and Ground Penetrating Radar (GPR) data into usable GIS data, to automated design processes utilizing machine learning and sophisticated algorithms, our team and our strategic partners are at the forefront of the industry. We can assist you in creating a network that reflects the values of your citizens, businesses, and the community they are so proud of.

We hope that you find our experience, knowledge, and passion for broadband are the right fit to help you achieve your goals of broadband. Please feel free to contact us with any questions about this response.

Sincerely,  
FORESITE GROUP, INC



EJ Smith  
Business Development Leader + Point of Contact  
o | 205.397.0370 ext. 410  
c | 205.440.3236  
e | esmith@fg-inc.net

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**BID FORM**


**Broadband Feasibility Study for the Residents of Worcester County**

I/we have reviewed the specifications and provisions for furnishing a feasibility study for the residents of Worcester County. This study will serve the basis for data to provide Broadband coverage to Worcester County unserved residents at a later phase.

Total lump sum for services: \$96,000

Services will be completed within 182 days from notice to proceed by Worcester County.

**BID MUST BE SIGNED AND DATED TO BE VALID**

Date: 2/8/19 Signature:   
Typed Name: John Honker  
Title: President & CEO  
Firm: Magellan Advisors, LLC.  
Address: 999 18th Street, Suite 3000  
Denver, CO 80202  
Phone: 786-208-8952

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# I. Proposal Cover Sheet

## Proposal Cover Sheet

Name of Company	Magellan Advisors
Address of Home Office	999 18th Street, Suite 3000
City of Home Office	Denver
State of Home Office	Colorado
Zip Code of Home Office	80202
Phone Number of Home Office	888.960.5299
Federal EIN	65-1218484
State EIN	N/A

Contact Name: (Please print clearly)

John Honker

Contact Office Phone Number:

888.960.5299

Contact Cell Phone Number:

786.208.8952

Contact E-Mail Address: (Please print clearly)

jhonker@magellan-advisors.com

"Proposal and cost schedule shall be valid and binding for ONE HUNDRED TWENTY (120) days following the proposal due date and will become part of the contract that is negotiated with the COUNTY."

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[www.magellan-advisors.com](http://www.magellan-advisors.com)



Proposal

## Worcester County, MD - Broadband Feasibility Study

Prepare for: Brian Jones  
Director of Information Technology  
Dept of Information Technology  
410-632-5610, ext. 1522  
410-632-5610, ext. 1522

Prepared by: John Honker  
President & CEO  
Magellan Advisors  
O: 786.208.8952  
E: [jhonker@magellan-advisors.com](mailto:jhonker@magellan-advisors.com)  
[www.magellan-advisors.com](http://www.magellan-advisors.com)  
999 18th Street, Suite 3000  
Denver, CO 80202

# Letter of Transmittal

Office of the County Commissioners  
"Proposal for Broadband Feasibility Study"  
One West Market Street, Room 1103  
Snow Hill, MD 21863

Dear Mr. Jones:

Magellan Advisors is pleased to have the opportunity to assist the County of Worcester, Maryland in developing a Broadband Feasibility Study. Worcester County understands the importance of broadband and realizes the benefits broadband can provide in enabling economic growth, providing digital skills development, supporting job creation and keeping competitive in the twenty-first century. Worcester County also realizes investment in planning now, and likely in construction later, under strong County leadership, is necessary to secure these benefits, in both the tourism-heavy areas of Ocean City, MD, and the more rural areas away from the Atlantic Coast.

Magellan Advisors has the experience, the technical and financial skills, and the consulting expertise to effectively and efficiently provide those planning services for the Commissioners in developing the "Broadband Feasibility Study for Worcester County, MD."

Magellan provides leading smart city, broadband planning, telecommunications policy, design engineering, management and information technology services to local governments across the country. We are a full spectrum planning and implementation firm that brings together technology, communications and utility consulting to create smart gigabit cities of tomorrow. Our staff is composed of industry leaders from the local government, broadband and information technology sectors. We understand the inner workings of local governments as many of our staff have held leadership positions within municipalities, in information technology, in city management, and in planning and policy roles.

With Magellan, Worcester County will have the most experienced team in broadband planning, fiber network design, financial modeling and enabling smart city applications working with you through this project. Each member of our project team has direct experience working for private broadband providers, public broadband utilities, local governments, and consulting organizations. Additionally, Magellan has planned and implemented over 50 institutional and municipal broadband networks around the US, in cities such as Tuscaloosa, AL, Baltimore, MD, Portsmouth, VA, Santa Monica, CA, Rancho Cucamonga, CA, and the South Bay Cities Council of Governments. Magellan also has deep experience in engineering, construction management, program management and vendor management.

The Worcester County Broadband Feasibility Project will be led by Magellan's Chief Operating Officer, Courtney Violette, bringing over fifteen years of broadband network planning and operations to the project. Courtney will lead the team in applying their experiences to your project to guide you through the development of the Feasibility Plan. Magellan's methodology includes developing a market assessment, researching the current state of broadband in the County by surveying local businesses, community anchors (schools, libraries, hospitals and

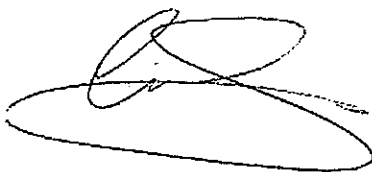
health care institutions), and local interest groups in order to conduct a thorough needs analysis. Magellan will collect a geographic inventory of vertical and other assets within the County which can support a broadband plan. In addition, the team will contact the Maryland Office of Rural Broadband, the Maryland Broadband Cooperative, the State of Maryland, and other Maryland county network operators. The team will interview leaders in Worcester County government, from the County Council to Public Works, Information Technology, Economic Development, Tourism, Finance, and other departments, to the Chamber of Commerce. Outreach efforts will be coordinated through the Economic Development department. Based on the current state of broadband, the market and needs assessments, and the expressed needs and desires of those surveyed, Magellan will develop a gap analysis and evaluate several alternative technology options for providing last mile broadband services. Finally, Magellan will provide a sequenced broadband implementation plan for its recommended technology solution and provide funding estimates for next steps. All information will be detailed in a final report.

Magellan's primary goal in this project is to provide a Broadband Feasibility Plan: the framework for building or integrating a broadband network, including business, financial, and operational considerations.

However, the project is more than simply creating a plan for constructing a fiber-optic network and delivering last mile services to businesses, anchors and residences. The project also creates a baseline for community engagement in Worcester County, between County Government and key stakeholders, and about building a network of support for the important strategic broadband initiative. This plan, and the subsequent execution of the plan, will provide the ability to enable broadband in Worcester County: to grow businesses, to attract and retain skilled workers, to enable digital skills training, and to bring value, long-term sustainability and growth to Worcester County, MD.

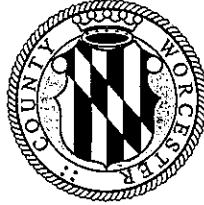
If you have any questions or we can be of assistance in any way, please feel free to contact me with any questions or comments. You can reach me directly at 386.931.3520 or [cviolette@magellan-advisors.com](mailto:cviolette@magellan-advisors.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Courtney Violette". The signature is fluid and cursive, with a large loop at the end.

Courtney Violette  
Chief Operating Officer, Magellan Advisors

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: [admin@co.worcester.md.us](mailto:admin@co.worcester.md.us)  
WEB: [www.co.worcester.md.us](http://www.co.worcester.md.us)



OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
THEODORE J. ELDER  
JOSHUA C. NORDSTROM

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

January 9, 2019

**FAXED**  
1/9/19 @ 4:38 pm

TO: *The Daily Times Group and Ocean City Today Group*  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*

Please print the attached Notice to Vendors in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on January 17, 2019. Thanks.

### NOTICE TO VENDORS Request for Proposals

#### Broadband Feasibility Study Worcester County, Maryland

The Worcester County Commissioners are seeking proposals from qualified vendors to perform a Broadband Feasibility Study as a key input in the development of a comprehensive community broadband strategy. The feasibility study will explore the costs and logistics of procuring a countywide broadband network. Requests for Proposals (RFPs) are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at [www.co.worcester.md.us](http://www.co.worcester.md.us), or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed proposals will be accepted until 1:00 PM, Monday, February 11, 2019** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Proposal for Broadband Feasibility Study**" in the lower left-hand corner. Email submissions will not be accepted

After opening, proposals will be forwarded to the Department of Information Technology for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the proposal, the Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to take whatever proposal they determine to be in the best interest of the County considering cost, proposal content, qualifications of the vendor, quality of project approach, time of delivery or completion, responsibility of vendors being considered, previous experience of vendors with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Brian Jones, Director of Information Technology, at 410-632-5610, ext. 1522 or by email at [bjones@co.worcester.md.us](mailto:bjones@co.worcester.md.us)

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**Worcester County**  
**Request for Proposal (RFP) for Broadband Feasibility Study**  
**DATE OF THIS REQUEST: 1/8/2019**  
**DESCRIPTION: *Broadband Feasibility Study***  
**PROPOSAL DEADLINE: 2/11/2019 @ 1:00 p.m. EST**  
**SUBMISSION REQUIREMENTS:**

Two (2) copies of the proposal, including one original (clearly marked "ORIGINAL"), and one copy in Microsoft WORD format or PDF on CD/Flash Drive, shall be submitted in a sealed container. The face of the container shall be clearly marked in the lower left corner as follows:

**RFP FOR: Broadband Feasibility Study**

**Proposals must be submitted to:**

Office of the County Commissioners  
"Proposal for Broadband Feasibility Study"  
One West Market Street Room 1103  
Snow Hill, MD 21863

PROPOSALS OPENED 2/11/2019, @ 1:00 p.m. EST

<p style="text-align:center"><b>Proposals must be received by the date and time stated above or they will remain unopened and recycled. No allowance will be made for postmark or error in delivery to incorrect address. It is the sole responsibility of the bidder to ensure timely and correct delivery of bid to the person and address stated above. Overnight delivery services may not guarantee timely next day delivery. Please check with the service you use.</b></p>
---

**Please direct all requests for information relating to this RFP in writing (Email Acceptable)**

**to:**

Worcester County Department of Information Technology  
Attn: Brian Jones  
One West Market Street  
Room 1003  
Snow Hill, MD 21863  
[bjones@co.worcester.md.us](mailto:bjones@co.worcester.md.us)

RFP Documentation can also be viewed electronically at:

[www.co.worcester.md.us](http://www.co.worcester.md.us)

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Proposals shall be prepared at the bidder's expense, proposals become a County record and are subject to the Public Information Act.

**Proposal should include and will be evaluated based on:**

1. Cover Sheet (Provided)
2. General Vendor Information Sheet (Provided)
3. Customer Reference Form (Provided)
4. Demonstration of understanding of scope of work
5. Proposed approach to performing the work defined in this RFP.
6. Outline of staff expertise, technical and financial capabilities
7. Assurance of staff depth to meet project timeline
8. Experience related to the project
9. Fee Schedule and Cost Proposal to complete deliverables
10. Proof of insurance as described in Vendor Qualifications

### **Overview and RFP Purpose**

The Worcester County Department of Information Technology seeks qualified vendors to conduct a broadband feasibility study as a key input in the development of a comprehensive community broadband strategy. A more detailed description of the desired deliverables are provided in the following sections of this document. The County will consider proposals from single vendors or from multiple vendors working as a team, though a prime contractor must be identified in the case of the latter. The ideal vendor will have excellent technical and analytic depth in areas of interest to the County under this RFP, and must be highly-effective communicators, particularly in translating technical concepts to non-technical audiences. The County prefers firms with experience working with public sector organizations, having worked with governmental entities both larger and smaller than Worcester County. The County is employing this procurement method to both explore the costs and logistics of procuring the described services. The County reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities, to award the contract to the most responsive and responsible respondent(s) as deemed in the best interest of the County, or to suspend the procurement if the desired outcomes are not achieved.

### **Background, Project Justification and Key Drivers**

#### *General County Information*

Worcester County is the easternmost county within the State of Maryland and is the only oceanfront county in Maryland. The County is bordered to the south by the State of Virginia, to the west by Somerset County and Wicomico County, Maryland, to the north by the State of Delaware, and to the east by the Atlantic Ocean.

The County is mostly rural in nature with the exception of the northern portions of the County, which contains some of the more developed areas, including Ocean Pines, Ocean City, and Berlin. The County's area totals 695 square miles, of which 468 square miles are comprised of land and 227 square miles are comprised of water. The County has more than 750 miles of shoreline.

#### *Justification of Broadband*

Without broadband service to residents, meaningful distance learning is not an option for those seeking higher education opportunities – resulting in many young people leaving the County.

While protecting the best interest of the County and its citizens, the goal of the County is to research the best options available that advance a viable means to bring the best possible broadband services to a county that has limited resources and sparse population

We acknowledge broadband is a critical service for quality of life, as is the case with roads, water, sewer, and electricity. Every home, business, non-profit organization, government



entity, and place of education should have the opportunity to connect affordably, easily, and securely. Worcester County should have broadband services that are shaped by the values of the citizens and businesses that take deep pride in our community.

### **Project Specifications and Deliverables**

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

### **Scope of Work**

1. Research and evaluate the current supply of broadband communications assets, products and services in the County through a range of efforts and methodologies identified by the successful firm. Develop a communications and outreach strategy to engage stakeholders, disseminate information and provide opportunities for inclusion in the process.
2. Utilizing Surveys and other methods, evaluate the current and future demand for broadband products and services in the County through a range of efforts and methodologies, including but not limited to conversations with:
  - a) Public stakeholders (e.g. local and regional government agencies, educational institutions, federal laboratories and agencies, etc.).
  - b) Private stakeholders (e.g. local businesses, business organizations, health care providers, digital divide advocates, other interested consumers and interest groups).
  - c) Broadband providers regarding the demand for, and adoption of, their products.
3. Perform a Gap Analysis of the Current Broadband Environment - evaluate the current environment against the current and future needs of Worcester County, including all stakeholders defined in the project. Determine the general economic and community impact broadband issues are having on Worcester County.
4. Identify funding sources and provide strong justification for funding to serve as the basis for a grant/loan application to support project implementation.

### **Deliverables**

Using the results of the entire Scope of Work analysis, develop a comprehensive written report that presents alternatives to address the engineering and business parameters for deploying broadband services throughout Worcester County. The analysis must consider a wide continuum of business models and engineering options. It shall also highlight associated costs, alternative financing methods including other funding sources, as well as risk, timing and service quality considerations. The report must conclude the analysis by identifying a recommended strategy and associated action plan for its implementation.

Deliverables to include:

1. County demographics
2. Survey results to include but not limited to:
  - a. Demonstrate current level of service by identifying unserved and underserved residence and or businesses.
  - b. Tabulation of data based on findings in spreadsheet (Excel) form.
  - c. Equipment per household effected by lack of broadband
  - d. Needs of underserved or unserved residents
  - e. Geographical map showing underserved or unserved residents in Worcester County
  - f. Current broadband (broadband is defined as 25 MPS or more)providers if any available to resident
  - g. Current number of internet providers with bandwidth less than 25 MPS.
3. Incumbent providers, their location(s) and details on current services and technologies
4. Industry findings of network availability in the county along with backbone capabilities.
5. Similar projects that have been completed in other counties.
6. Potential project partners that may be used to obtain data for this study.
7. Synergies and sharing opportunities
8. Business and financial modeling in support of network build to include Fiber-to-the-Home (FTTH), Fixed Wireless Broadband or a Hybrid System
9. Estimation of project cost and construction timeline should Worcester County decide to expand on a broadband installation project in the future.
10. Provide any GIS-based shapefiles created or utilized for the Project
11. Report that clearly defines their stakeholder evaluation process including their recommended participant level in order to reach statistically reliable results.
12. List of recommendations and suggested implementation measures to be employed by Worcester County for its "Next Step" Phase
13. Determine the general economic and community impact broadband issues are having on Worcester County as described in the "Scope of Work" section.
14. The GAP Analysis should include an evaluation of key issues limiting broadband expansion as described in the "Scope of Work" section.

### Vendor Qualifications

1. Demonstrate to the county qualifications deemed necessary to determine the ability of the vendor, subcontractors or suppliers to perform the work requested. The vendor shall furnish to the County all such information and data.
2. Information provided shall include the following:
  - a. Name of parent company
  - b. Length of time in business
  - c. Total number of clients
  - d. Consulting tools that will be used to collect data
  - e. Physical location of office servicing this account
  - f. Number of staff at servicing location
  - g. Past experience and references
3. The County reserves the right to reject any proposal if the evidence submitted by or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated therein within the time required.
4. The vendor is specifically advised that any person, firm or other party to whom it proposes to award a subcontract or purchase order under this contract must be identified and found to be acceptable to the County.
5. The vendor must have the authority to do business in the State of Maryland and be in good standing.
6. The offeror shall be required to provide evidence that it has, and will maintain during performance of services under this contract, professional liability insurance and general liability insurance as applicable, and will be required to submit a Certificate of Insurance indicating the limits of such insurance that are satisfactory to the County.
7. The vendor accepts the terms that anything provided to the County, as a deliverable then becomes the sole property of Worcester County and cannot be redistributed in any form without the express written consent of the Worcester County Commissioners or its designees.
8. The County reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the County. The County reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms the vendor proposes. The County reserves the right to reject the proposal of a vendor who has previously failed to perform properly or completed on time contracts and to reject the proposal of any vendor who in the opinion of the County, is not in a position to adequately perform the contract.

**Proposal Cover Sheet**

Name of Company	
Address of Home Office	
City of Home Office	
State of Home Office	
Zip Code of Home Office	
Phone Number of Home Office	
Federal EIN	
State EIN	

Contact Name: (Please print clearly)

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Contact Office Phone Number:

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Contact Cell Phone Number:

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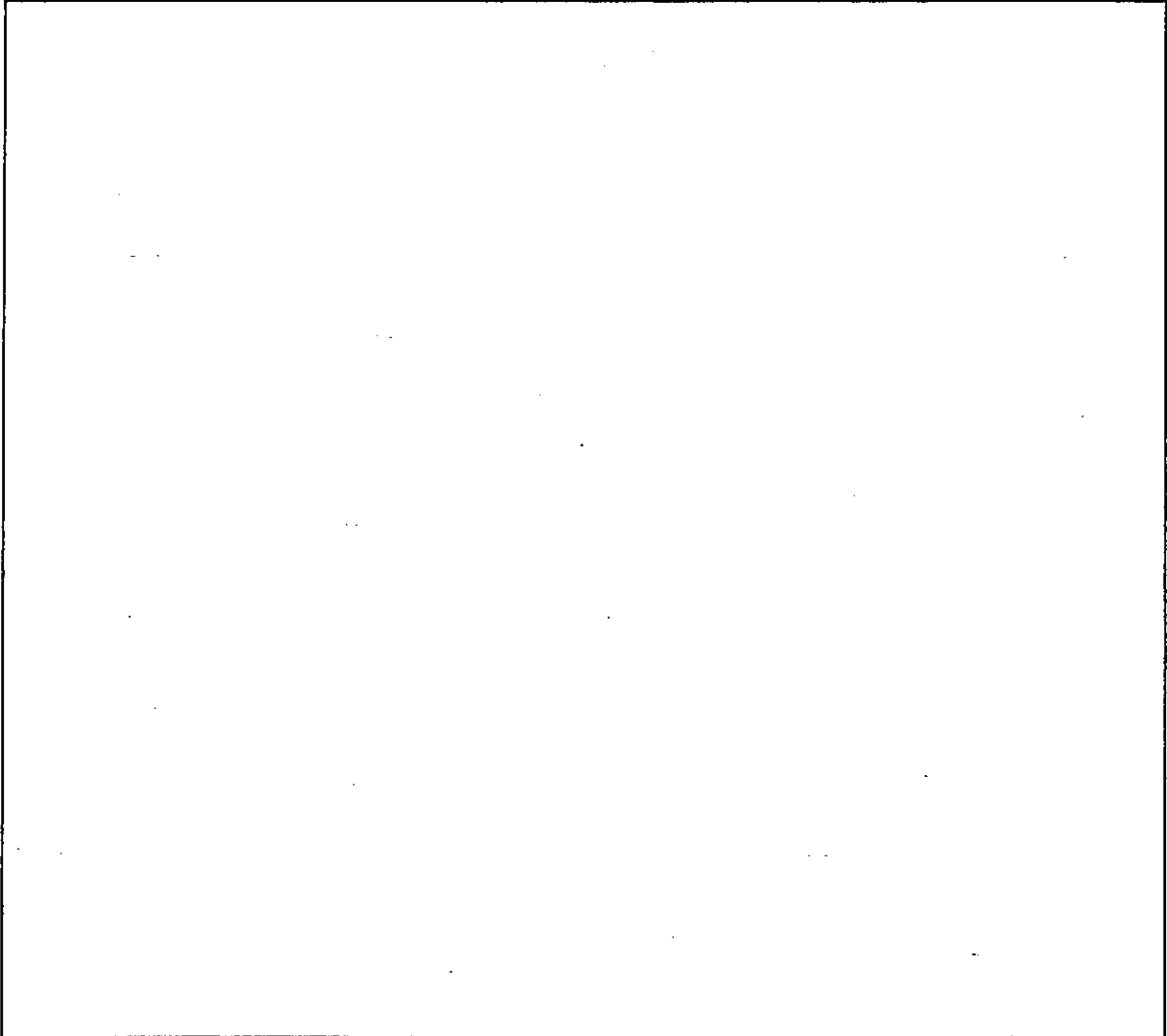
Contact E-Mail Address: (Please print clearly)

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“Proposal and cost schedule shall be valid and binding for ONE HUNDRED TWENTY (120) days following the proposal due date and will become part of the contract that is negotiated with the COUNTY.”

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If the vendor has had any contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. In the space provided below, submit full details of all terminations for default experienced by the vendor during the past **five years**, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The County will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor. If no such terminations for default have been experienced by the vendor in the past five years, declare so in the space provided.



**Customer Reference Form (Include information for three references)**

Customer – client name	
Reference name	
Title	
Office Phone Number	
Cell Phone Number	
E-Mail Address	
Mailing Address	
Start Date	
End Date	
Contract amount	

Customer – client name	
Reference name	
Title	
Office Phone Number	
Cell Phone Number	
E-Mail Address	
Mailing Address	
Start Date	
End Date	
Contract amount	

Customer – client name	
Reference name	
Title	
Office Phone Number	
Cell Phone Number	
E-Mail Address	
Mailing Address	
Start Date	
End Date	
Contract amount	

**BID FORM**

**Broadband Feasibility Study for the Residents of Worcester County**

I/we have reviewed the specifications and provisions for furnishing a feasibility study for the residents of Worcester County. This study will serve the basis for data to provide Broadband coverage to Worcester County unserved residents at a later phase.

Total lump sum for services: \_\_\_\_\_

Services will be completed within \_\_\_\_\_ days from notice to proceed by Worcester County.

**BID MUST BE SIGNED AND DATED TO BE VALID**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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Governor's Office of Rural Broadband

February 12, 2019

RE: Request for Interest  
Assistance for Broadband Feasibility Studies

County Officials:

As you may be aware, the Maryland State Legislature provided \$2 Million in the FY2017 budget to the Department of Housing and Community Development to support the Office of Rural Broadband (Office) in its efforts to assist in expansion of broadband into unserved rural areas of Maryland.

Attached you will find a Request for Interest (RFI) directed at Counties interested in conducting Broadband Feasibility Studies. The RFI outlines the Office's intention to provide financial assistance for 50% of the cost of a Study in an amount not to exceed \$60,000. Responding to the RFI does not obligate the County to any actual work or costs associated with a potential study.

The response process is outlined in the RFI; responses are requested by March 15, 2019. The Office is available to answer questions via phone or email, or to meet directly with County personnel to discuss the RFI. Please contact Kenrick (Rick) Gordon, Director, at 301-429-7426 (O), 301-802-0671 (M) or [kenrick.gordon@maryland.gov](mailto:kenrick.gordon@maryland.gov).

Respectfully:

Kenrick M. Gordon, P.E.  
Director



# Governor's Office of Rural Broadband



## Request for Interest

in

## Assistance for Broadband Feasibility Studies

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Prepared by:	Kenrick M. Gordon, P.E., Director
Publication date:	February 12, 2019

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## 1. Executive Summary

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The State of Maryland's Legislature provided \$2 Million in the FY2019 budget to the Department of Housing and Community Development ("the Department") to support the Office of Rural Broadband ("Office") in its efforts to assist in expansion of broadband into unserved rural areas of Maryland.

In order to best use the limited resources at its disposal, the Office is looking to facilitate the funding of a Broadband Feasibility Study ("Study") to assist County governments interested in understanding the costs of, and issues relating to, delivering broadband to unserved rural residents and businesses within their jurisdictions.

The Office understands that geography and population distribution may require creative options for ubiquitous broadband deployment. As such, the Office is technology neutral; any technology capable of meeting speed and latency requirements set forth in this document are permissible.

This Request For Interest ("RFI") is issued as a means of information gathering. Evaluation of responses to this RFI will guide the Office in determining initial funding awards. With adequate future funding, additional funding may be made available for additional projects. Response to this RFI does not confer an obligation to the Office to make a funding award to the responding County, or assist the County in any other manner.

Participation in this RFI is voluntary. The Office will not pay for the preparation of any information submitted by a respondent in response to the RFI or for the Office's use of that information.

## 2. Assistance Program

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The Office will facilitate the award of financial assistance to the County for the procurement of technical services necessary for the preparation of a Study. This financial assistance is being provided in order for the County to be better positioned for future broadband expansion funding opportunities. While the Department will provide financial resources to help fund the Study, and the Office will provide technical assistance and oversight, the County will be the owner of any resulting Study, and will be responsible for the overall funding and implementation of any related broadband projects.

### 2.1. Timeframe

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It is the Office's intent to facilitate funding assistance to Counties for Studies that begin on or before August, 2019 and are completed within 6 months after initiation. Counties that currently have Requests For Proposals ("RFP") out for response are eligible for funding so long as they have not entered into an agreement with a Study vendor prior to notice of an award.

### 2.2. Funding Program

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The Office may facilitate the award of financial assistance to the County for its procurement of a Study. Financial assistance for 50% of the cost of a Study, in an amount not to exceed \$60,000, will be available.

In order to qualify for funding, the Study must, at a minimum, meet the following requirements:

- a. Be performed under contract by an outside vendor not affiliated with the County, and services must be procured in accordance with County and State requirements. The vendor must have experience in the preparation of such studies.
- b. Identify existing broadband communications assets, products and services in the County and their locations.
- c. Identify the current and future demand for broadband products and services in the County.
- d. Provide a strategic guide for the planning of a broadband connectivity project specific to the County that can be implemented as cost-effectively and quickly as possible, for the purpose of enabling economic development and citizen connectivity.
- e. Provide a preliminary plan outlining how to provide broadband to the areas without identified service, including suggested route(s) and recommendations on how to proceed.

- f. Provide an assessment of potential construction and operational relationships with public, private, and membership-owned companies.
- g. Provide an assessment of the telecommunications environment, detailing the location of facilities, types of services, availability and limitations.
- h. Identify potential wired network routes and interconnection points, as well as potential tower site recommendations, to support and maximize consumer coverage.
- i. Provide analysis of the current broadband environment and comparison with future needs. The analysis should include an evaluation of key issues presently limiting broadband expansion.

A sample RFP is attached, for informational purposes only. The County should not rely solely on the sample RFP. The County may use the sample RFP as a template, but should modify it as necessary to be in compliance with the County's specific needs and procurement requirements.

### 3. RFI Response Requirements

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Responses to this RFI should explain how the County's approach will further the Office's goal of ensuring that residents in unserved areas are to be provided access to high speed internet. While there is no minimum or maximum length of the required Response, please be concise and limit your Response to the information requested.

#### 3.1. Cover Letter

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Please include the County Name, authorized representative contact name, contact address, phone number and email address.

#### 3.2. County's Current and Past Broadband Efforts

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Please provide a brief statement outlining the County's current and past broadband efforts. This may include broadband committees, cable franchise negotiations, or similar efforts.

#### 3.3. Experience

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Please provide a statement of experience of the team that will assist the Study vendor. The County may identify an existing broadband committee, task force, or similar group as the team that will assist the Study vendor or may use its existing staff. The Response should clearly identify whether the team is comprised of County employees or individuals from other sources.

### 3.4. Schedule

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Describe the County's proposed schedule for implementing the Study.

### 4. Response Process

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Please submit one (1) electronic copy of your Response to [kenrick.gordon@maryland.gov](mailto:kenrick.gordon@maryland.gov) on or before March 15, 2019.

Please identify any proprietary or confidential information contained in your Response as such.

The Office will do its utmost to timely answer questions related to this RFI. Questions should be provided in writing to the email address above.

- a. The Office reserves the right to waive any formalities in the RFI process, to re-issue the RFI, to amend the RFI, to extend the dates provided herein, or to suspend the RFI as the Office may determine, in its sole discretion, is in the best interest of the Office.
- b. No reimbursement will be made by the Office for any costs incurred in responding to this RFI, developing or submitting Responses to the RFI, or attendance at meetings or interviews.
- c. The Office reserves the absolute right to conduct such investigations as it deems necessary to assist in the evaluation of any Response to the RFI and to establish the experience, responsibility, reliability, references, reputation, business ethics, history, qualifications and financial ability of the County's respondent(s), proposed partners, independent consultants and suppliers. The purpose of such investigation is to satisfy the Office that those named in any Response have the experience, resources and reputation necessary to perform the work.
- d. Successful Counties will be chosen based on qualifications, evaluation of Responses, and a possible interview. The Office reserves the right to conduct such discussions or negotiations with Counties or other entities as it deems necessary to assist in the evaluation of any Response, to secure maximum clarification and completeness of any Response, and select the Responses that best meet the requirements of the Office and the public interest.

**NAME County DEPARTMENT**

**ADDRESS**

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Request for Proposal

RFP #

Broadband Feasibility Study

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All **questions** concerning this RFP must be submitted in writing (email is acceptable) by 4:00 PM EST of xx, 2019 and addressed to:

**CONTACT NAME**

**ADDRESS**

**PHONE**

**EMAIL**

**NAME County DEPARTMENT**  
**Request for Proposal for Broadband Feasibility Study**  
**DATE OF THIS REQUEST: xx, 2019**  
**DESCRIPTION: Broadband Feasibility Study**  
**PROPOSAL DEADLINE: xx, 2019 @ 4:00 p.m. EST**  
**SUBMISSION REQUIREMENTS:**

Six (6) copies of the proposal, including one original (clearly marked "ORIGINAL"), and one copy in WORD software or PDF on CD/Flash Drive, shall be submitted in a sealed container. The face of the container shall be clearly marked in the lower left corner as follows:

**RFP#: XX**  
**RFP FOR: Broadband Feasibility Study**

**Proposals must be submitted to:**

*MAILING ADDRESS*

PROPOSALS OPENED: xx, 2019, @ xx:xx

**Proposals must be received by the date and time stated above or they will remain unopened and returned. No allowance will be made for postmark or error in delivery to incorrect address. It is the sole responsibility of the bidder to ensure timely and correct delivery of bid to the person and address stated above. Overnight delivery services may not guarantee timely next day delivery. Please check with the service you use.**

**Please direct all requests for information relating to this RFP in writing (Email Acceptable)**

**to:**  
*CONTACT*  
*ADDRESS*  
*EMAIL*

RFP Documentation and any Questions Submitted can also be viewed at  
**XX**

Proposals shall be prepared at the bidder's expense and becomes a County record and therefore a public record.



**Proposal should include and will be evaluated based on:**

1. Cover Sheet (Provided)
2. General Vendor Information Sheet (Provided)
3. Customer Reference Form (Provided)
4. Demonstration of understanding of scope of work
5. Proposed approach to performing the work defined by the deliverable section
6. Outline of staff expertise, technical and financial capabilities
7. Assurance of staff depth to meet project timeline
8. Experience related to the project
9. Fee Schedule and Cost Proposal to complete deliverables
10. Proof of insurance as described in Vendor Qualifications

Milestone	Date
Release RFP to Vendors	
Vendor Questions (if any)	
Answers to RFP Questions	
Proposal Responses Due	
Proposal Responses Opened	
Vendor Selection (target)	
Contract Negotiations Complete	
Contract Signed	
Work Begins	

<i>Evaluation Criteria</i>	
Company Background, References & Quality of Proposal	30%
Industry Experience	15%
Pricing	30%
Company Resources & Project Team	25%

**Overview and RFP Purpose**

The *NAME* County *DEPARTMENT* seeks qualified vendors to conduct a broadband feasibility study as a key input in the development of a comprehensive community broadband strategy. The County reserves the option to include additional related services in the resulting vendor contract after reviewing vendor proposals. A more detailed description of the desired deliverables is provided in the following sections of this document. The County will consider proposals from single vendors or from multiple vendors working as a team, though a prime contractor must be identified in the case of the latter: The ideal vendor will have excellent technical and analytic depth in areas of interest to the County under this RFP, and must be highly-effective communicators, particularly in translating technical concepts to non-technical audiences. The County prefers firms with experience working with public sector organizations, having worked with governmental entities both larger and smaller than *NAME* County. The County is employing this procurement method to both explore the costs and logistics of procuring the described services, while also evaluating alternative mixes of additional service offerings from a diverse vendor community. As such, the County reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities, to award the contract to the most responsive and responsible respondent(s) as deemed in the best interest of the County, or to suspend the procurement if the desired outcomes are not achieved.

**Background, Project Justification and Key Drivers**

*General County Information*

**PROVIDE GENERAL COUNTY DEMOGRAPHIC AND LOCATION INFORMATION, ANY SIGNIFICANT BUSINESSES OR EDUCATION FACILITES, ANY GENERAL BROADBAND CHARICTORISICS**

While protecting the best interest of the County and its Citizens, the goal of the County is to research the best options available that advance a viable means to bring the best possible broadband services to a county that has limited resources and sparse population

The final goal would be to have a world-class broadband infrastructure for *NAME* County for the 21st century and beyond. We acknowledge broadband is a critical service for quality of life, as is the case with roads, water, sewer, and electricity. Every home, business, non-profit organization, government entity, and place of education should have the opportunity to connect affordably, easily, and securely. *NAME* County should have broadband services that are shaped by the values of the citizens and businesses that take deep pride in our community.

### **Assistance to be provided by the County**

The County will provide, where applicable, the following information:

1. The location of communications towers in the County of which the County is aware of at the time of issuance of this RFP.
2. Access to the *NAME* County GIS Files including maps showing locations of known businesses and governmental facilities.
3. Such reasonable additional information as may be necessary to provide specific services and meaningful response to this RFP.

### **Project Specifications and Deliverables**

*Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.*

### **Scope of Work**

1. Research and evaluate the current supply of broadband communications assets, products and services in the County through a range of efforts and methodologies identified by the successful firm. Develop a communications and outreach strategy to engage stakeholders, disseminate information and provide opportunities for inclusion in the process. Broadband being defined as speeds of 25 Mbps down by 3 Mbps up.
2. Utilizing Surveys and other methods, evaluate the current and future demand for broadband products and services in the County through a range of efforts and methodologies, including but not limited to conversations with:
  - a) Public stakeholders (e.g. local and regional government agencies, educational institutions, federal laboratories and agencies, etc.).
  - b) Private stakeholders (e.g. local businesses, business organizations, health care providers, digital divide advocates, other interested consumers and interest groups).
  - c) Broadband providers regarding the demand for, and adoption of, their products.

3. Provide strategic guidance in the planning of a broadband connectivity project that can be implemented as cost-effectively and quickly as possible for the purpose of enabling economic development and citizen connectivity.
4. Conduct a technical, organizational feasibility assessment, develop preliminary plan with suggested route and make recommendations on how to proceed which may include current availability, penetration and usage of broadband services, service territories, backhaul routes, capacity, providers and other relevant information for the project. Cost estimates of the preliminary plan must be included.
5. Assessment of potential construction and operational relationships with public, private, and membership-owned companies in the project service area, and with other publicly or privately funded networks as suitable for interconnection.
6. Provide an assessment of the telecommunications environment detailing the location of facilities, types of services, pricing, availability and limitations. Identify potential areas for partnership between the County and incumbent providers and if possible provide assistance to the County in creating dialogue with these providers.
7. Identification of potential wired network routes and interconnection points as well as potential tower site recommendations to support and maximize consumer coverage.
8. Consider opportunities to pursue a regional approach; leveraging telecommunications assets in support of regional cooperation.
9. Perform a Gap Analysis of the Current Broadband Environment - evaluate the current environment against the current and future needs of *NAME* County, including all stakeholders defined in the project. Determine what economic and community impact broadband issues are having on *NAME* County. The Gap Analysis should include an evaluation of key issues limiting broadband expansion.
10. Identify funding sources and provide strong justification for funding to serve as the basis for a grant/loan application to support project implementation.

### Deliverables

Using the results of the entire Scope of Work analysis, develop a comprehensive written report that presents alternatives to address the engineering and business parameters for deploying broadband services throughout *NAME* County. The analysis must consider a wide continuum of business models and engineering options. It shall also highlight associated costs, alternative financing methods including other funding sources, as well as risk, timing and service quality considerations. The report must conclude the analysis by identifying a recommended strategy and associated action plan for its implementation.

Deliverables to include:

1. County demographics
2. Survey results
3. Incumbent providers, their location(s) and details on current services and technologies
4. Industry findings
5. Similar projects
6. Potential project partners
7. Synergies and sharing opportunities
8. Legal and regulatory issues
9. Preliminary design modeling to achieve connectivity and redundancy affordability
10. Business and financial modeling in support of network build to include Fiber-to-the-Home (FTTH), Fixed Wireless Broadband or a Hybrid System
11. Estimation of project cost and construction timeline
12. Provide any GIS-based shapefiles created or utilized for the Project
13. Report that clearly defines their stakeholder evaluation process including their recommended participant level in order to reach statistically reliable results.
14. Final list of recommendations and suggested implementation measures to be employed by *NAME* County for its "Next Step" Phase

### Vendor Qualifications

1. The County may make such investigations as deemed necessary to determine the ability of the vendor or subcontractors or suppliers to perform the work, and the vendor shall furnish to the County all such information and data for this purpose as the County may request.
2. The County reserves the right to reject any proposal if the evidence submitted by or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated therein within the time required.
3. The vendor is specifically advised that any person, firm or other party to whom it proposes to award a subcontract or purchase order under this contract must be identified and found to be acceptable to the County.
4. The vendor must have the authority to do business in the State of Maryland.
5. The offeror shall be required to provide evidence that it has, and will maintain during performance of services under this contract, professional liability insurance and general liability insurance as applicable, and will be required to submit a Certificate of Insurance indicating the limits of such insurance that are satisfactory to the County.
6. The vendor accepts the terms that anything provided to the County as a deliverable then becomes the sole property of *NAME* County and cannot be redistributed in any form without the express written consent of the *NAME* County Commissioners or its designees.

### Vendor Qualifications

The County reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the County. The County reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms the vendor proposes. The County reserves the right to reject the proposal of a vendor who has previously failed to perform properly or completed on time contracts and to reject the proposal of any vendor who in the opinion of the County, is not in a position to adequately perform the contract. The County reserves the right to reject any and all proposals, any part or parts of a proposal, waive any requirements in the RFP for good cause.

**Proposal Cover Sheet**

Name of Company	
Address of Home Office	
City of Home Office	
State of Home Office	
Zip Code of Home Office	
Phone Number of Home Office	
Federal EIN	
State EIN	

Contact Name:

---

Contact Office Phone Number:

---

Contact Cell Phone Number:

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Contact E-Mail Address:

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“Proposal and cost schedule shall be valid and binding for ONE HUNDRED TWENTY (120) days following the proposal due date and will become part of the contract that is negotiated with the COUNTY.”

**General Vendor Information Sheet**

Name of parent company	
Length of time in business	
Length of time in business of providing proposed service	
Gross revenue for the prior fiscal year	
Percentage of gross revenue generated by proposed services	
Total number of clients	
Total number of clients in the proposed service area	
Number of public sector clients	
Number of full-time personnel in:	
Consulting	
Sales, marketing, and administrative support	
Internet fiber-optic technical staff	
Other (please note relevant staff)	
Where is your headquarters located?	
Field offices?	
Which office would service this account?	
Other significant statistics related to creating feasibility projects during the past year	



If the vendor has had any contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. In the space provided below, submit full details of all terminations for default experienced by the vendor during the past five years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The County will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor. If no such terminations for default have been experienced by the vendor in the past five years, declare so in the space provided.

**Customer Reference Form (Include information for three references)**

Customer – client name	
Reference name	
Title	
Office Phone Number	
Cell Phone Number	
E-Mail Address	
Mailing Address	
Start Date	
End Date	
Contract amount	

Customer – client name	
Reference name	
Title	
Office Phone Number	
Cell Phone Number	
E-Mail Address	
Mailing Address	
Start Date	
End Date	
Contract amount	

Customer – client name	
Reference name	
Title	
Office Phone Number	
Cell Phone Number	
E-Mail Address	
Mailing Address	
Start Date	
End Date	
Contract amount	

6




**Worcester County**  
Department of Environmental Programs

RECEIVED  
FEB 14 2019  
Worcester County Admin  
**Memorandum**

---

**To:** Harold L. Higgins, Chief Administrative Officer

**From:** Robert J. Mitchell, LEHS   
Director, Environmental Programs

**Subject:** **Kitts Branch Tax Ditch**  
Board of Viewers  
Engineering Selection

**Date:** February 13, 2019

---

On November 7, 2018, the Worcester County Commissioners agreed to appoint a Board of Viewers in order to assist a landowner proposing to relocate the existing tax ditch order to develop their property. Over the past couple months, the Board has held two meetings and visited the property to review the site of the proposed improvements.

As the attached memo from Mr. Bradford details, the Board is authorized to solicit the assistance of a professional engineer to aid them in their services. During the past meeting of the Board, they voted to hire Mr. Salm to assist them with these tasks. Staff has reviewed his standard provisions and have also discussed his work scope internally and with the Board and had the following comments for the workscope on the owner's report and the general project review that they feel they need professional guidance on:

- 1) Perform an onsite evaluation and confirm the work of the property owner's consultants to determine feasibility, accuracy, and completeness.
- 2) Rainfall events used in the design report are incorrect and need to be corrected.
- 3) Provide applicable information pertaining to the Board of Viewers legal requirements spelled out within the Local Government portion of the Annotated Code of Maryland
  - a. Confirm surveys and/or plans to determine the boundaries and elevations of the proposed work;
  - b. Provide a final report to include:
    - i. whether the project is feasible from an engineering standpoint; (this of course is the key element)

**Citizens and Government Working Together**

- ii. confirm the location of the proposed drainage project
  - iii. confirm the delineation of the area affected.
  - iv. Confirm the dimensions and profiles of the proposed drainage project.
- 4) Attend one Board of Viewers meeting when your work is complete and one County Commissioners meeting

Mr. Salm's price to perform these services total \$3,435.00.

We would respectfully request the County Commissioners approve of the contract for Mr. Salm's services to the Board so he could begin work in March. The attached edited standard provisions will be updated once he returns from vacation. All changes will be paid by the property owner.

As always, if you have any questions or require additional information, please do not hesitate to contact me. We will be available to discuss this

Attachment

cc: Maureen Howarth/County Attorney  
David Bradford/Deputy Director





**Worcester County**  
Department of Environmental Programs

## Memorandum

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**To:** Robert Mitchell, Director

**From:** David M. Bradford, Jr., *DMB*  
Deputy Director, Environmental Programs

**Subject:** **Proposed Relocation of Kitts Branch Tax Ditch**  
**Tax Map 25, Parcel 460, Berlin, MD**  
**Board of Viewers Engineering Selection**

**Date:** February 12, 2019

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As you are aware, over the past months the Board of Viewers, established by the County Commissioners back in November 2018, have met and discussed the proposed relocation of a section of the Kitts Branch PDA (Public Drainage Association) at the above referenced location. The purpose of this established board is to allow for an independent and unbiased review of the proposed work to occur while ensuring that the PDA is not affected by the requested alterations. Upon completion of their duties, the board will provide a formal report to the County Commissioners which will include their findings and recommendations.

As allowed for within the Maryland Annotated Code, the Board of Viewers are authorized to solicit the assistance of a professional engineer to aid them in their review and analysis of the proposed relocation. During their previous meeting on January 7, 2019, the board voted unanimously to hire J.W Salm Engineering Inc. to assist them with their duties. Mr. Salm has the professional experience and background to perform these services for the board. Mr. Salm has provided us with a proposal (attached) which has been reviewed by myself and our County Attorney. Mr. Salm's price to perform these services total \$3,435.00.

Mr. Salm's work, as well as all of the board's expenses, are being paid for solely by the property owner who is requesting the proposed relocation.

Please let me know if you have any questions. I will make myself available for the applicable Commissioners meeting in the event there are any questions.

## STANDARD PROVISIONS

**GENERAL:** The letter Proposal from J.W. Salm Engineering, Inc. (*JWSE*), outlining the scope of work, fees and times for completion, together with the terms and conditions contained herein, shall constitute the Agreement for services to be rendered. These Standard Provisions are fully binding upon Clients accepting proposals just as if they were fully set forth in such Proposals. However, in the event that terms and conditions set forth in the Proposal contradict terms set forth here, the Proposal shall govern. Upon acceptance by the Client, the Proposal and these Standard Provisions shall constitute the entire Agreement between the parties. No service outside the scope of this Agreement shall be performed without notification to the Client. Should there be any future revisions, dictated by changes in the governing authorities requirements or changes of scope of the project made by the Client, fees shall be adjusted accordingly. Fees shall be in accordance with the "Fees for Professional Services" prevailing at the time the work is performed. Although it is the policy of *JWSE* to complete all professional services in a timely manner, there is no guarantee expressed or implied as to when work will be completed or when work will be reviewed or approved by the applicable governing agencies. Each party reserves the right to terminate this Agreement at any time upon written notification. In such event, the Client shall pay for all work performed to date. The Client shall pay the costs of all fees, permits, bond premiums, and other charges not expressly covered by the terms of this Agreement.

**SCOPE :** *JWSE* shall only be obligated to perform those services expressly described in this Agreement or those services necessarily implied by the work undertaken by *JWSE* pursuant to the Agreement. In no event, unless expressly set forth in the Agreement, shall *JWSE* be obligated:

- a. To furnish or certify as to the correctness of a legal description or title report as to real property which is the subject of, or related to, *JWSE's* services.
- b. To furnish or certify as to the correctness of a topographical survey, as-built survey, land survey, boundary survey, utility survey, street survey, or other survey which reflects real property which is the subject of, or related to, *JWSE's* services
- c. To furnish legal, accounting, insurance, or other consulting services not customarily undertaken by *JWSE*.
- d. To provide professional services pertinent to off-site requirements or considerations.
- e. To locate or verify the location of underground utilities.
- f. To furnish or verify specifications or requirements related to PCB transformer removal or disposal, radon level evaluations, asbestos, or related services.
- g. To assure the Client of favorable results on the submission of zoning, appeal, exception, waiver or any other applications made on behalf of the Client to Local, State or Federal agencies or bodies.
- h. To provide any geotechnical services, including, but not limited to, core borings, probing, subsurface explorations, inspections, testing, the preparation of soils reports, or soils-related design improvements unless specifically included in the Agreement. These services shall be performed by others.
- i. To issue stop work directives to the Client's contractors or subcontractors.

In the event such services or actions are necessary for the performance of *JWSE's* services, they shall be furnished by the Client at the Client's expense. The Client shall also inform *JWSE* of any special criteria or requirements related to *JWSE's* services and shall furnish *JWSE* with all existing information, including reports, plans, drawings, surveys, deeds, and other documents. *JWSE* shall not be responsible for errors or omissions or additional costs arising out of its reliance upon such information or materials furnished by the Client.

**FEES FOR PROFESSIONAL SERVICES :** The Client agrees to pay *JWSE* for professional services rendered in connection with the scope of services provided in the Proposal. Unless specified as a Lump Sum fee (LS), any cost estimate included in the Proposal is for budgetary purposes only. Payment, if specified as Time and Expense (T&E), shall be based upon actual time and expense charged per the schedule below:

Project Manager/Principal	: \$150-\$200/hr.	Copies:	\$0.20 each letter size
Senior/Project Engineer & Surveyor	: \$75-\$105/hr.	Fax:	\$2.00 / page
Staff Engineer/Survey Crew	: \$65-\$95/hr.	Mileage:	Federal Rate
Designer	: \$55-\$80/hr.	Contract Labor:	Cost plus 15%
Clerical	: \$45/hr.	Other expenses:	Cost plus 15%

Fees for expert witness testimony and preparation shall be billed at one and one-half times the normal fee for professional services.

**INVOICES AND PAYMENTS :** Lump Sum services will be invoiced periodically, based on a percentage completion basis. Time and Expense services will be invoiced periodically, based on work completed to date. Payment is due upon receipt of the invoice. A final invoice will be submitted upon the completion of all work and payment is due upon receipt of the invoice. A ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH SERVICE CHARGE WILL BE ADDED TO ALL ACCOUNTS THAT BECOME DELINQUENT BY THIRTY (30) DAYS OR MORE. *JWSE* reserves the right, at *JWSE's* discretion, to suspend work on any of the Client's projects should the past due balance fall 45 days behind. Client payment of *JWSE* invoices implies that all work has been performed to the Client's satisfaction.

**CHOICE OF LAWS:** The Contract shall be construed in accordance with the laws in the State of Maryland. The parties shall agree that the venue for all conflicts arising out of this Contract shall be Worcester County, Maryland.

**COLLECTION :** The continuation of work during payment negotiation in no way forfeits *JWSE's* future rights of collection. ~~In the event that *JWSE* shall be successful in any arbitration or suit for damages for breach of this Agreement, including non-payment of invoices, or the enforcement of this Agreement or to enjoin the other party from violating this Agreement, *JWSE* shall be entitled to recover as part of its damages, its reasonable legal costs, including attorney fees, collection fees, collection agency fees and expenses for bringing and maintaining any such action.~~

**INSURANCE :** Insurance Certificates will be furnished upon request. Within the limits of said insurance, *JWSE* agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of *JWSE*, its employees, agents, subcontractors and their employees and agents. If the Client places greater responsibilities upon *JWSE* or requires further extraordinary insurance coverage, *JWSE*, if specifically directed by the Client in writing, will take out additional insurance (if procurable), at the Client's expense; but *JWSE* shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of this insurance.

**OWNERSHIP OF DOCUMENTS :** All documents, including but not limited to original drawings, specifications, reports, sketches, and electronic files, prepared or to be prepared by *JWSE* for the Client, contain creative, artistic, and original ideas which the Client agrees are a valuable property right of *JWSE*. It is understood by and between the parties that all such documents, or any reasonable facsimile thereof, are and shall remain the property of *JWSE* whether used by Client or not, and shall not be used by or provided to any third party in any manner whatsoever by the Client except for the purposes of and according to the provisions set forth in this Agreement. The Client agrees not to make copies; reasonable facsimile, artists renditions or the like of said documents without procuring *JWSE's* prior written approval and further agrees not to alter in any manner said documents. In the event of default or termination of this Agreement, the Client shall be entitled to use information contained in said documents only when fees for the same have been paid in full.

**UNAUTHORIZED CHANGES :** In the event the Client, the Client's contractors or subcontractors or anyone from whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by *JWSE* without obtaining *JWSE's* prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against *JWSE* and to release *JWSE* from any liability arising directly or indirectly from such changes. ~~In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless *JWSE* from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.~~ In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to *JWSE's* construction documents without the prior written approval of *JWSE* and that further requires the Contractor to indemnify both *JWSE* and the Client from any liability or cost arising from such changes made without such proper authorization.

**ELECTRONIC MEDIA :** *JWSE* regularly uses electronic media in generating, revising, plotting and transmitting its design capabilities. *JWSE's* electronic files are proprietary and, while they are made available to the Client under provisions of the Agreement, the Client shall not permit any unauthorized reuse of the electronic files such as use on later project phases, another project or for Facility Management Systems, and shall not permit any unauthorized modifications to the electronic files, either by the Client or third parties. ~~The Client shall indemnify and hold harmless *JWSE* against any claims or damages resulting from subsequent unauthorized use or modification of the electronic files.~~ *JWSE* assumes no responsibility for errors in the electronic transfer of data, either in sending or receiving, or in alteration or damages to the wireless, wired, disks, tapes or other media transmission. *JWSE* cannot guarantee the archive use of electronic files due to limited life expectancy of the media. Hardcopy sealed plans take precedence over electronic files. Electronic files are provided for the Client's convenience only.

**LIMITATION OF PROFESSIONAL LIABILITY :** *JWSE* does not assume any responsibility or guarantee for information or work completed by other consultants or for approval or other actions by and of government agencies. The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses, due to design defects, errors, omissions, or professional negligence, levied against *JWSE*, *JWSE* officers, directors, partners, employees or any *JWSE* subconsultants to a sum not to exceed eighty percent (80%) of the amount of *JWSE's* applicable fee or fifty thousand dollars (\$50,000.00), whichever is lesser. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by *JWSE*, or any *JWSE* subconsultants of such limitation of liability for design defects, errors, omissions, or professional negligence, and agrees to require, as a condition precedent to their performing the work, a like limitation of liability on their part as against *JWSE*, or any *JWSE* subconsultant. In the event that the Client fails to obtain a like limitation provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and *JWSE* to such contractor or subcontractor arising out of design defects, errors, omissions, or professional negligence, shall be allocated between the Client and *JWSE* in such a manner that the aggregate liability of *JWSE* for such defects to all parties, including the Client, shall not exceed eighty percent (80%) of the amount of *JWSE's* applicable fee or fifty thousand dollars (\$50,000.00), whichever is lesser. Additional limits of liability of fifty thousand dollars (\$50,000.00), may be made part of this agreement for an additional fee of fifty percent (50%) of the total fees included herein.

**EXTENSION OF PROTECTION :** ~~The Client agrees that any and all limitations of *JWSE's* liability and indemnifications by the Client to *JWSE* shall include and extend to those individuals and entities *JWSE* retains for performance of the services under this Agreement, including but not limited to *JWSE's* officers and employees and their heirs and assigns, as well as *JWSE's* subconsultants and their officers, employees, heirs and assigns.~~ **N/A**

**INTERPRETATION :** Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by *JWSE's* sole or gross negligence or *JWSE's* willful misconduct. The parties also agree that the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join *JWSE* as a third-party defendant. "Parties" means the Client and *JWSE*, and their officers, directors, partners, employees, subcontractors and subconsultants.

**STANDARD OF CARE :** In providing services under this Agreement, *JWSE* will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. *JWSE* makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

**BETTERMENT :** If, due to *JWSE*'s negligence, a required item or component of the Project is omitted from *JWSE*'s construction documents, *JWSE* shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will *JWSE* be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**CORPORATE PROTECTION :** It is intended by the parties to this Agreement that *JWSE*'s services in connection with the Project shall not subject *JWSE*'s individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against *JWSE*, a Maryland corporation, and not against any of *JWSE*'s individual employees, officers or directors.

**CONFIDENTIAL COMMUNICATIONS :** *JWSE* may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Client. Those about whom reports and opinions are rendered may as a consequence initiate claims against *JWSE*. ~~To help create an atmosphere in which *JWSE* may freely report or express such opinions candidly in the interest of the Client, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless *JWSE* against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from the rendering of such confidential opinions and reports by *JWSE* to the Client or to the Client's agents.~~

**SURVIVAL :** All limitations of liability, indemnifications, warranties and representations contained in the Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.

**FAST-TRACK DESIGN AND CONSTRUCTION :** *JWSE* will determine, at *JWSE*'s sole discretion, if and when a project is proceeding on a fast-track basis, i.e. where some or all of *JWSE*'s design services overlap the construction work and are out-of-sequence with traditional project delivery methods. If so determined by *JWSE*, and in consideration of the benefits of fast-tracking to the Client and in recognition of the inherent risk of fast-tracking to *JWSE*, the Client agrees to waive all claims against *JWSE* for design changes and modifications to portions of work already constructed necessitated by the fast-track process. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless *JWSE* against all claims, damages, liabilities or costs, including attorney's fees and defense costs, arising out of or in any way connected with the fast-track nature of a project. Additionally, the Client agrees to compensate *JWSE* for all additional services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the scheduling requirements of the fast-track process.

**SAFETY :** Any construction observation by *JWSE* of any of the Client's contractor's performance is not intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site. The Client's contractor(s) shall be solely and completely responsible for working conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

**ASSIGNMENT :** Except as provided herein or otherwise previously agreed in writing by the parties hereto, any assignment, hypothecation or transfer of this Agreement or any rights or duties hereunder shall be void.

**SCOPE OF AUTHORITY :** The person signing this Agreement on behalf of the Client warrants that he or she has the authority to do so; and if a corporation, is an officer of same; if a joint venture, is a party of same; of if a limited partnership, is a general partner of same.

**PROPOSAL TIME LIMIT :** Time is of the essence in the performance of this Agreement. This Proposal shall be in effect for a period of 60 days from its date. If the Agreement for services extends beyond one year from the date of acceptance of this Proposal, the Proposal is subject to renegotiation and inflationary increases in costs.

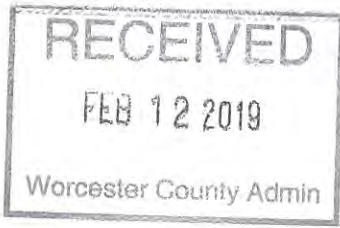
**CONSTRUCTION COSTS :** Construction costs are defined as the total actual cost or estimated cost to the Client of all elements of the project designed or specified by *JWSE*, excluding *JWSE* fees. *JWSE* assumes no responsibility for any project or construction cost estimates or opinions given herein as *JWSE* has no control over the cost of labor, materials, equipment, and services furnished by others, or over competitive bidding and market conditions.

**EARTH AND QUANTITY TAKE-OFF :** If provided for in the scope, *JWSE* will establish preliminary earth take-off estimates after basic design and preliminary grading have been established. Such take-off estimates are only approximations and there is no guarantee of accuracy or that cut and fill will balance. Upon approval of final design, *JWSE* will provide, if included in scope, any detailed quantity take-off at Client's expense.

**MEETINGS AND CONFERENCES :** *JWSE* will attend all meetings and conferences as requested by the Client. Furthermore, *JWSE* will meet with public agencies that might be involved in the development of the project on an as needed basis. Since the need and nature of these meetings and conferences cannot be accurately forecast at the outset, *JWSE*, unless stipulated otherwise in the Proposal, will perform these services on a Time and Expense basis.

6





DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410-632-1200 / FAX: 410-632-3008  
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director *EAT*  
DATE: February 12, 2019  
RE: Single-Family Home Fire Sprinkler Waiver

\*\*\*\*\*

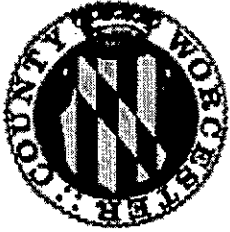
Pursuant to the County Commissioners' direction at their meeting of January 22, 2019, attached herewith you will find a draft revision to our Building Permit Application form and a draft Single-Family Home Residential Fire Sprinkler Waiver form which Maureen Howarth, County Attorney, and I have prepared. The only change to the Building Permit application is the addition of a "check box" on Page Two of the form in the large box entitled "also required." It is this section of the permit where we indicate what other information is necessary as part of the permit process.

In addition, the County Commissioners stated that after their approval of the forms they wanted them sent to "the State," advising them of their effective date and requesting their comments prior to the effective date. Therefore, I have taken the liberty of also preparing a draft transmittal letter for the County Commissioners' review and approval. I have not included any effective date since that has yet to be discussed. You will note that I have addressed the draft letter to Mr. Norman Wang, RA, Director of the Building Codes Administration at the Maryland Department of Labor Licensing and Regulation (DLLR). It is this agency that is responsible for the administration of the building codes in the State and it is these codes which contain the residential fire sprinkler requirements. I have copied the transmittal letter to Mr. James E. Rzepkowski, Acting Director of DLLR, our local General Assembly delegation, Mr. Jeff McMahan, Worcester County Fire Marshal, and Mr. Bill Bradshaw, Building Administrator.

If you need any additional information, please let me know. As always, I will be available to discuss the matter with you and the County Commissioners at your convenience.

Attachments

cc: Maureen Howarth, County Attorney  
Jeff McMahan, Fire Marshal  
Bill Bradshaw, Building Administrator/County Engineer



# Permit Application

**WORCESTER COUNTY DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING**

One West Market Street, Room 1201  
Snow Hill, Maryland 21863  
Phone: 410-632-1200 Fax: 410-632-3008

(Office Use Only)

Application No. \_\_\_\_\_  
Submittal Date: \_\_\_\_\_  
Permit Fee: \_\_\_\_\_  
F.M. Fee \_\_\_\_\_  
HBGF Fee \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Expiration Date \_\_\_\_\_

Building Permit

Zoning Permit

Demolition Permit

Address of Property

Road  Collector  Arterial

Other Description

Area

PFA

Tax ID #

Zoning District

Tax Map

Parcel

Section

Block

Lot

Unit

USE OR  
STRUCTURE

Minimum Required Setbacks:

Front Yard

Feet from:

Front Property Line

Center of Road Right of Way

Rear Yard

Ft.

Ft.

Ft.

Ft.

I.R.C. Review \_\_\_\_\_

I.B.C. Review \_\_\_\_\_

Planning Commission \_\_\_\_\_

In accordance with site plan approved by \_\_\_\_\_ on \_\_\_\_\_

County Roads Engineer \_\_\_\_\_

State Roads Engineer \_\_\_\_\_

Health Dept. \_\_\_\_\_

Fire Marshal \_\_\_\_\_

Liquor License \_\_\_\_\_

Zoning Approval \_\_\_\_\_

Other Approval \_\_\_\_\_

Floodplain Zone  Elevation  MSL

Elevation Certificate required

Non-conversion Agreement required

Structure must be anchored and vented

## Environmental Programs

Water Supply \_\_\_\_\_  Sewage Disposal \_\_\_\_\_

Env. Programs \_\_\_\_\_

SEC/SWM \_\_\_\_\_

Critical Area \_\_\_\_\_

Designation \_\_\_\_\_ BMA \_\_\_\_\_

Forestry \_\_\_\_\_

Plan No. \_\_\_\_\_

The lowest habitable floor level of any dwelling, including basements, garages, etc. shall meet the elevation required under the Worcester County Floodplain Management Law.

Architect Name and License

Estimated Construction Cost \$

Engineer Name and License

# DRAFT

**ALSO REQUIRED:**

<input type="checkbox"/> Consolidation	<input type="checkbox"/> Electrical Permit	<input type="checkbox"/> Plumbing Permit	<input type="checkbox"/> Gas Permit
<input type="checkbox"/> Landscape I & M	<input type="checkbox"/> CAFO	<input type="checkbox"/> Foundation Survey	<input type="checkbox"/> As-Constructed Survey
<input type="checkbox"/> Other	<input checked="" type="checkbox"/> <b>Single-Family Dwelling Residential Sprinkler Waiver</b>		
<input type="checkbox"/> Bonds: type: _____ amount \$ _____			

The applicant hereby certifies under penalty of perjury as follows: 1) that he/she is authorized to make this application; 2) that all information provided by the applicant, whether on an original application or on an application for a revision, is true and correct, including all information on any attachments hereto; 3) that he/she will comply with all regulations of Worcester County which are applicable hereto; 4) that he/she will perform no work on the above property not specifically described in this application; 5) that any misrepresentation or misstatement of facts or any change without approval shall constitute grounds for denial and/or revocation of the permit; 6) that he/she grants County officials the right to enter onto the property for the purpose of inspecting the work permitted and posting notices; 7) that he/she assumes all responsibility to determine, request and obtain any and all required Federal, State or County permits necessary to implement this permit; and 8) that it shall be unlawful to occupy any building or structure or change the use of land until a zoning/occupancy certificate has been issued by the Department.

Expiration: If the work described in this permit has not had a substantial start (approved foundation inspection) within 12 months from the date of issuance, such permit shall expire. If the work described has not been substantially completed (approved framing inspection) within 24 months of date of issuance, such permit shall expire. The Department may grant a single 12 month extension upon written request by the applicant, if such request is found to be reasonable and necessary for the orderly completion of the project. Expired permits shall become null and void.

Owner  Address

Phone  E-Mail

Signature: \_\_\_\_\_

Applicant  Address

Phone  E-Mail

Signature: \_\_\_\_\_

Relationship to Owner:  Owner/Applicant ID No.

Builder  Address

License #  Phone  E-Mail

\*





**DRAFT**

# Single Family Home Residential Fire Sprinkler Waiver

## WORCESTER COUNTY DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING

One West Market Street, Room 1201 Snow Hill,  
Maryland 21863

Phone: 410-632-1200 Fax: 410-632-3008

(Office Use Only)

Application:

Date:

Property Owner, Builder and Applicant, their personal representatives, assigns, heirs and next of kin hereby releases, waives and discharges Worcester County, Maryland and all of their agents, managers, directors, officers, employees and assigns, from any and all liability and responsibilities for the single family home being built at \_\_\_\_\_ (address, account number and TM/P) not being equipped with a residential fire sprinkler. Said sprinkler is required by State law. Property Owner, Builder and Applicant their personal representatives, assigns, heirs and next of kin hereby releases, waives and discharges Worcester County, Maryland and all of their agents, managers, directors, officers, employees and assigns, from any and all liability and responsibilities for this violation of State law.

Property Owner, Builder and Applicant, their personal representatives, assigns, heirs and next of kin further agrees to indemnify and hold Worcester County, Maryland their agents, managers, directors, officers, employees and assigns harmless from any loss, liability, damage or cost they may incur due to this failure to install a residential fire sprinkler in the single family home being built at \_\_\_\_\_ (address, account number, TM/P). Property Owner, Builder and Applicant agree that this release is intended to be as broad and inclusive as is permitted by the laws of the State of Maryland. Furthermore, Property Owner, Builder and Applicant covenant not to sue Worcester County, Maryland their agents, managers, directors, officers, employees and assigns.

The Property Owner, Builder and Applicant certifies under penalty of perjury as follows:  
1) that they are the property owner, builder and applicant for this single family home; 2) that they understand that residential fire sprinklers are required in single family homes by State law and Property Owner, Builder AND Applicant will **NOT** comply with this law and will **NOT** install said sprinklers in this single family home.

DRAFT

Property Owner - print

Address

Phone and Email

Signature

Builder –print

Address

Phone and Email

Signature

Applicant- print

Address

Phone and Email

Signature

DRAFT

February 19, 2019

Norman C. Wang, RA  
Director, Building Codes Administration  
Division of Labor and Industry  
Maryland Department of Labor, Licensing and Regulation  
1100 North Eutaw Street, Room 606  
Baltimore, Maryland 21201

RE: Single-Family Residential Fire Sprinklers in Worcester County

Dear Mr. Wang:

Please be advised that the Worcester County Commissioners recently discussed the requirement of the International Residential Building Code and the State of Maryland's adoption thereof, which requires automatic fire sprinkler systems in all new one- and two-family dwellings in the State. While we understand that there is an argument that such systems may save lives and/or reduce fire damage, it is our collective feeling that the decision whether or not to install such systems should be left to the homeowner and not mandated by State law. In a rural county such as ours, where public water supplies are limited, this State mandate costs individuals building their home thousands of extra dollars in construction costs. Oftentimes this extra cost can keep a first-time home buyer from purchasing a new home. Additionally, Worcester County borders both the States of Virginia and Delaware and therefore our local home builders must compete with home builders in those states that do not have a fire sprinkler mandate. This situation adversely affects our local economy.

Part of our recent discussion centered around our understanding that currently at least one Maryland County does not require these fire sprinkler systems in their jurisdiction. Worcester County plans to join this other county by not requiring residential fire sprinkler systems in new single-family homes. Effective \_\_\_\_\_, Worcester County will let the property owner building a new home decide for themselves if they want to install such a system. We intend to

Norman C. Wang  
February 19, 2019  
Page 2

DRAFT

effectuate this change by having a check-off box on our building permit application for a residential sprinkler system waiver request and a Single-Family Home Residential Fire Sprinkler Waiver form to be completed by the property owner, builder and applicant for a permit for a new single-family home. Please note that we intend to continue enforcing the fire sprinkler requirements for new two-family dwellings.

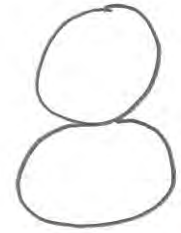
If you wish to comment on our proposed action, please do so before \_\_\_\_\_.

Respectfully,

Diana Purnell  
President

cc: James E. Rzepkowski, Acting Secretary, Maryland  
Department of Labor Licensing and Regulation  
The Honorable Senator Mary Beth Carozza  
The Honorable Delegate Wayne Hartman  
The Honorable Delegate Charles J. Otto  
Maureen Howarth, County Attorney  
Bill Bradshaw, Building Administrator/County Engineer  
Jeff McMahon, Fire Marshal





COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
THEODORE J. ELDER  
JOSHUA C. NORDSTROM

OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

February 12, 2019

TO: Worcester County Commissioners  
FROM: Karen Hammer, Office Assistant IV  
SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2019

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (6) which have current or upcoming vacancies (12 total). They are as follows: Economic Development Advisory Board (2), Board of Library Trustees (2), Property Tax Assessment Appeal Board (2), (with 3 nominees to Governor for each seat = 6 total nominees), Solid Waste Advisory Committee (2), Water and Sewer Advisory Council - Mystic Harbour (1), Commission for Women (3). I have circled the members whose terms have expired or will expire on each of these boards.

Please note that Liz Mumford, Co-Chair for The Worcester County Commission for Women is seeking to fill 3 positions, Ms. Teola Brittingham (Berlin) resigned, Ms. Alice Jean Ennis (Pocomoke) is a non-renewal, Ms. Lauren Mathias Williams has also resigned. The Worcester County Library Board of Trustees, and Jennifer Ranck, Library Director, have two trustees who have resigned, Vivian Pruitt (Girdletree) and Rosemary Keech (Ocean Pines).

Please note that the Governor's Office approved the nomination of Steven Rakow as a regular member for the Worcester County Property Tax Assessment Appeal Board. There are still two vacancies on this Board, Robert Rose's term has ended and the alternate Mr. Flater has resigned (See attached letters). *Page 6-7*

Most of these Boards and Commissions specify that current members' terms will expire on December 31<sup>st</sup>. Current members will continue to serve beyond their term until they are either reappointed or a replacement is named. Please consider these reappointments or new appointments during February.



## Pending Board Appointments - By Commissioner

### District 1 - Nordstrom

p. 10 - Commission for Women (Alice Jean Ennis - At-Large) - 3-year

### District 2 - Purnell

p. 10 - Commission for Women - Resignation of Teola Brittingham  
p. 10 - Commission for Women (Lauren Mathias Williams) - 3-year

### District 3 - Church

p. 9 -Water & Sewer Advisory Council-Mystic Harbour- Bay Vista I and Carol Ann Beres - Ocean Reef - 4 year

### District 4 - Elder

p. 8 - Solid Waste Advisory Committee (George Dix) - 4-year

### District 5 - Bertino

p. 3 - Economic Development Advisory Board (Tom Terry) - 4-year  
p. 8 - Solid Waste Advisory Committee (James Rosenberg) - 4-year

### District 6 - Bunting

All District Appointments Received. Thank you!  
Please consider nominations for At-Large positions listed below - "All Commissioners"

### District 7 - Mitrecic

p. 3 - Economic Development Advisory Board (Greg Shockley) - 4-year

### All Commissioners

p. 5 - (2) Property Tax Assessment Appeal Board (Robert D. Rose - Pocomoke area; Gary M. Flater - Snow Hill Area - alternate- has resigned, Mr. Larry Fry has resigned - O.P.) - must submit 3 nominees for each seat to Governor for his consideration in making these appointments - 5-year **(FYI Governor approved Steven Rakow's nomination)**

### All Commissioners - (continued)

p. 9 - (1) Water and Sewer Advisory Council - Mystic Harbour ( Carol Ann Beres - Ocean Reef) - 4-year  
p. 10 - (1) Commission for Women (Alice Jean Ennis - At-Large-Pocomoke,)

### All Commissioners (Awaiting Nominations)

p. 4 - (2) Board of Library Trustees - resignation of Vivian Pruitt (Girdletree), resignation of Rosemary Keech (Ocean Pines) - upon nominations from Library Board - 5-year

## ECONOMIC DEVELOPMENT ADVISORY BOARD

Reference: County Commissioners' Resolutions of March 1976, 4/16/85, 9/16/97, 5/4/99 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory  
Provide the County with advice and suggestions concerning the economic development needs of the County; review applications for financing; review Comprehensive Development Plan and Zoning Maps to recommend to Planning Commission appropriate areas for industrial development; review/comment on major economic development projects.

Number/Term: 7/4-Year - Terms expire December 31st

Compensation: \$50 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner  
Members may be reappointed

Staff Contact: Economic Development Department - Kathryn Gordon (410-632-3112)

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Greg Shockley	D-7, Mitrecic	Ocean City	14-18
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15, 15-19
Tom Terry	D-5, Bertino	Ocean Pines	15-19 <i>resigned</i>
Marc Scher	D-1, Nordstrom	Pocomoke	*19-20
John Glorioso	D-3, Church	West Ocean City	08-12-16, 16-20
Ralph Shockley	D-4, Elder	Snow Hill	*08-09-13-17, 17-21
Robert Fisher	D-6, Bunting	Snow Hill	87-92-97-01-05-09-13-17, 17-21

**Prior Members: Since 1972**

George Gering	Mary Humphreys	Michael Avara (99-03)
Margaret Quillin	Theodore Brueckman	Annette Cropper (00-04)
Robert W. Todd	Shirley Pilchard	Billie Laws (91-08)
Charles Fulton	W. Leonard Brown	Anne Taylor (95-08)
E. Thomas Northam	Charles Nichols (92-97)	Mary Mackin (04-08)
Charles Bailey	Jeff Robbins (97-98)	Thomas W. Davis, Sr. (99-09)
Terry Blades	Colleen Smith (94-98)	Mickey Ashby (00-12)
Roy Davenport	Tommy Fitzpatrick (97-99)	Priscilla Pennington-Zytkowicz (09-14)
M. Bruce Matthews	John Rogers (92-98)	Barbara Purnell (08-15)
Barbara Tull	Jennifer Lynch (98-99)	Timothy Collins (03-15)
Tawney Krauss	Don Hastings (92-99)	Joshua Nordstrom (12-16)
Dr. Francis Ruffo	Jerry Redden (92-00)	William Sparrow (16-18)
William Smith	Keith Mason (98-00)	
Saunders Marshall	Bob Pusey (99-00)	
Elsie Marshall	Harold Scrimgeour (00-02)	
Halcolm Bailey	Scott Savage (98-03)	
Norman Cathell	Gabriel Purnell (91-03)	

\* = Appointed to fill an unexpired term

## BOARD OF LIBRARY TRUSTEES

Reference: PGL Education 23-403, Annotated Code of Maryland

Appointed by: County Commissioners (from nominees submitted by Board of Library Trustees)

Function: Supervisory  
 Responsible for the general control and development of the County library system. Oversees management of the libraries, assists in preparation of library budget and other fiscal matters, arranges for an annual audit, makes an annual report to the County Commissioners, make recommendations to the County Commissioners regarding library acquisitions/development.

Number/Term: 7/5 years  
 Terms expire December 31st

Compensation: None

Meetings: 1 per month except June, July, and August

Special Provisions: Nominees submitted by Library Board; Maximum 2 consecutive terms

Staff Contact: Library Director - Jennifer Ranck (410) 632-2600

**Current Members:**

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>	
Ron Cascio	Berlin	09-14, 14-19	
Vivian Pruitt	Girdletree	09-14, 14-19	resigned
Holly Anderson	Newark	*10-11-16, 16-21	
Nancy Howard	Ocean City	16-21	
Donald James Bailey	Pocomoke	16-21	
Rosemary S. Keech	Ocean Pines	12-17, 17-22	resigned
Leslie Mulligan	Snow Hill	*17-18, 18-23	

**Prior Members: Since 1972**

Herman Baker	Jere Hilbourn	Leola Smack (99-02)
Lieselette Pennewell	Janet Owens	Jean Tarr (94-04)
Edith Dryden	Ruth Westfall	Lois Sirman (01-06)
Clifford D. Cooper, Jr.	Helen Farlow	Amanda DeShields (00-07)
Klein Leister	Judy Quillin	David Nedrow (04-09)
Evelyn Mumford	Gay Showell	Belle Redden (99-09)
Ann Eschenburg	Susan Mariner	Beverly Dryden Wilkerson (06-10)
Barbara Ward	Jacqueline Mathias	John Staley (97-11)
Donald F. McCabe	Ann S. Coates (88-97)	James Gatling (01-11)
Fannie Russell	Jim Dembeck (91-97)	Shirley Dale (02-12)
Stedman Rounds	Bill Waters (88-98)	Edith Barnes (07-13)
Donald Turner	Geraldine Thweatt (97-98)	Richard Polhemus (11-16)
Sarah Dryden	Martha Hoover (87-99)	Richard Warner Davis (11-16)
L. Richard Phillips	Eloise Henry-Gordy (98-00)	Frederick Grant (13-17)
Barbara Bunting	William Cropper (91-01)	
Joanne Mason	Ms. Willie Gaddis (89-01)	

\* = Appointed to fill an unexpired term

## PROPERTY TAX ASSESSMENT APPEAL BOARD

Reference: Annotated Code of Maryland, Tax-Property Article, §TP 3-102

Appointed by: Governor (From list of 3 nominees submitted by County Commissioners)  
- Nominees must each fill out a resume to be submitted to Governor  
- Nominations to be submitted 3 months before expiration of term

Function: Regulatory  
- Decides on appeals concerning: real property values and assessments, personal property valued by the supervisors, credits for various individuals and groups as established by State law, value of agricultural easements, rejection of applications for property tax exemptions.

Number/Term: 3 regular members, 1 alternate/5-year terms  
Terms Expire June 1st

Compensation: \$15 per hour (maximum \$90 per day), plus travel expenses

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1196)  
Ext:112

Current Members:

Robert D. Rose	Pocomoke City	*06-07, 07-12, 12-17
Gary M. Flater (Alternate)	Snow Hill	13-18
Arlene C. Page	Bishopville	18-23
Steven W. Rakow	Ocean Pines	*19-23

*resigned*

C) = Chairman

Prior Members: Since 1972

Wilford Showell	Mary Yenny (98-03)
E. Carmel Wilson	Walter F. Powers (01-04)
Daniel Trimper, III	Grace C. Purnell (96-04)
William Smith	George H. Henderson, Jr. (97-06)
William Marshall, Jr.	Joseph A. Calogero (04-09)
Richard G. Stone	Joan Vetare (04-12)
Milton Laws	Howard G. Jenkins (03-18)
W. Earl Timmons	Larry R. Fry (*10-14alt.)(14-18)
Hugh Cropper	
Lloyd Lewis	
Ann Granados	
John Spurling	
Robert N. McIntyre	
William H. Mitchell (96-98)	
Delores W. Groves (96-99)	

\* = Appointed to fill an unexpired term

Updated: February 19, 2019  
Printed: February 12, 2019

5

STATE OF MARYLAND  
OFFICE OF THE GOVERNOR



LAWRENCE J. HOGAN, JR.  
GOVERNOR

STATE HOUSE  
100 STATE CIRCLE  
ANNAPOLIS, MARYLAND 21401-1925  
(410) 974-3901  
(TOLL FREE) 1-800-811-8336

TTY USERS CALL VIA MD RELAY

January 28, 2019

Steven W. Rakow, Esq.  
10176 Rabbit Ridge Road  
Bishopville, Maryland 21813

Dear Mr. Rakow:

Having great confidence in your dedication to public service, it is my pleasure to appoint you a regular member of the **Worcester County Property Tax Assessment Appeals Board** for a term of 5 years from June 2, 2017. Thank you for making this strong personal and professional commitment to serve the best interests of our citizens. I know we will succeed in our goal to make a positive difference for all Marylanders, especially with your assistance and support.

It will be necessary for you to take an oath of office within the next thirty days as required by law. For your convenience, your commission has been forwarded to the Clerk of the Circuit Court in Snow Hill, One W. Market Street, Room 104, where you are to appear.

Persons who serve on most State boards and similar entities are subject to the Maryland Public Ethics Law. For further information and questions regarding conflict of interest matters and annual financial disclosure statements, please contact the State Ethics Commission at 410-260-7770.

Once again, thank you for your commitment and service to our great state. If you have any questions, you should contact my appointments office at 410-974-2611. Staff will be able to answer any questions you might have.

Sincerely,

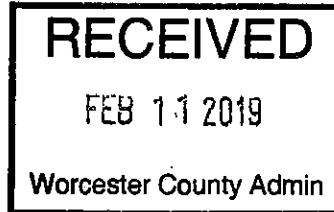
A handwritten signature in cursive script that reads "Lawrence J. Hogan, Jr.".

Lawrence J. Hogan, Jr.  
Governor

STATE OF MARYLAND  
OFFICE OF THE GOVERNOR



February 6, 2019



LARRY HOGAN  
GOVERNOR

STATE HOUSE  
100 STATE CIRCLE  
ANNAPOLIS, MARYLAND 21401-1925  
(410) 974-3901  
(TOLL FREE) 1-800-811-8336

TTY USERS CALL VIA MD RELAY

The Honorable Diana Purnell  
President  
Worcester County Commissioners  
Worcester County Government Center  
1 W. Market St. Room 1103  
Snow Hill, Maryland 21863

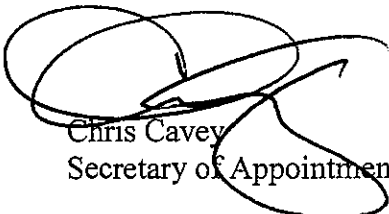
Dear President Purnell:

There is currently one vacancy for a regular member and one vacancy for an alternate member on the Worcester County Property Tax Assessment Appeal Board. In accordance with Tax-Property Article 3-103 of the Annotated Code of Maryland, we hereby request your submission of a list of three (3) nominations for each seat for the Governor's consideration in making these appointments. **Please have your candidates fill out our online application at [www.govappointments.maryland.gov](http://www.govappointments.maryland.gov). We also ask that you please send our office a list of the candidates you are recommending in rank order for both seats. This can be emailed to [jennifer.barker@maryland.gov](mailto:jennifer.barker@maryland.gov).**

Please be reminded of Opinions previously issued by the State Ethics Commission, which provide that members of local property tax assessment appeal boards may not be actively engaged in real estate sales or appraisal. We ask your assistance in ensuring that your nominees are not employed in these professions. There are also limitations which apply to employment in local or State government. Should you have any questions concerning eligibility of prospective nominees, please feel free to contact the State Ethics Commission at (410) 260-7770.

Thank you for your assistance and cooperation and we look forward to receiving your submission. If you have any questions concerning this request, please feel free to contact Jennifer Barker at (410) 974-2611.

Sincerely,

  
Chris Cavey  
Secretary of Appointments

## SOLID WASTE ADVISORY COMMITTEE

Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory  
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$50 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent - Mike Mitchell - (410-632-3177)  
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)  
Department of Public Works - John Tustin - (410-632-5623)

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Dix	D-4, Elder	Snow Hill	*10-10-14, 14-18
James Rosenberg	D-5, Bertino	Ocean Pines	*06-10-14, 14-18
Mike Poole	D-6, Bunting	Bishopville	11-15, 15-19
Michael Pruitt	Town of Snow Hill		*15, 15-19
Bob Augustine	D-3, Church	Berlin	16-20
Granville Jones	D-7, Mitrecic	Berlin	*15-16, 16-20
George Tasker	Town of Pocomoke City		*15-16, 16-20
Wendell Purnell	D-2, Purnell	Berlin	97-09-13-17, 17-21
Jamey Latchum	Town of Berlin		*17, 17-21
Steve Brown	Town of Ocean City		*10-13-17, 17-21
George Linvill	D-1, Nordstrom	Pocomoke	14-18, 18-22

### Prior Members: (Since 1994)

Ron Cascio (94-96)	Richard Malone (94-01)	John C. Dorman (07-10)
Roger Vacovsky, Jr. (94-96)	William McDermott (98-03)	Robert Hawkins (94-11)
Lila Hackim (95-97)	Fred Joyner (99-03)	Victor Beard (97-11)
Raymond Jackson (94-97)	Hugh McFadden (98-05)	Mike Gibbons (09-14)
William Turner (94-97)	Dale Pruitt (97-05)	Hank Westfall (00-14)
Vernon "Corey" Davis, Jr. (96-98)	Frederick Stiehl (05-06)	Marion Butler, Sr. (00-14)
Robert Mangum (94-98)	Eric Mullins (03-07)	Robert Clarke (11-15)
Richard Rau (94-96)	Mayor Tom Cardinale (05-08)	Bob Donnelly (11-15)
Jim Doughty (96-99)	William Breedlove (02-09)	Howard Sribnick (10-16)
Jack Peacock (94-00)	Lester D. Shockley (03-10)	Dave Wheaton (14-16)
Hale Harrison (94-00)	Woody Shockley (01-10)	

**WATER AND SEWER ADVISORY COUNCIL  
MYSTIC HARBOUR SERVICE AREA**

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

Function: Advisory  
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 7/4-year terms  
Terms Expire December 31

Compensation: Expense allowance for meeting attendance as authorized in the budget.

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

Staff Support: Department of Public Works - Water and Wastewater Division  
John Ross - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Carol Ann Beres	Ocean Reef	14-18
Joseph Weitzell <sup>c</sup>	Mystic Harbour	05-11-15, 15-19
Bob Hunt	Deer Point	*06-11-15, 15-19
David Dypsky	Teal Marsh Center	*10-12-16, 16-20
Stan Cygam	Whispering Woods	*18-20
Martin Kwesko	Mystic Harbour	13-17, 17-21
Richard Jendrek <sup>c</sup>	Bay Vista I	05-10-14-18, 18-22

Prior Members: (Since 2005)

John Pinnero<sup>c</sup> (05-06)  
Brandon Phillips<sup>c</sup> (05-06)  
William Bradshaw<sup>c</sup> (05-08)  
Buddy Jones (06-08)  
Lee Trice<sup>c</sup> (05-10)  
W. Charles Friesen<sup>c</sup> (05-13)  
Alma Seidel (08-14)  
Gerri Moler (08-16)  
Mary Martinez (16-18)

<sup>c</sup> = Charter member - Initial Terms Staggered in 2005  
<sup>\*</sup> = Appointed to fill an unexpired term



## COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3<sup>rd</sup> Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District  
 4 At-large members, nominations from women's organizations & citizens  
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety  
 No member shall serve more than six consecutive years

Contact: Liz Mumford and Tamara White, Co-Chair  
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Alice Jean Ennis	At-Large	Pocomoke	14-17
Lauren Mathias Williams	At-Large	Berlin	*16-18, resigned
Teola Brittingham	D-2, Purnell	Berlin	*16-18, resigned
Hope Carmean	D-4, Elder	Snow Hill	*15-16, 16-19
Mary E. (Liz) Mumford	At-Large	Ocean City	*16, 16-19
Julie Phillips	Board of Education		13-16, 16-19
Shannon Chapman	Dept of Social Services		*17-19
Tamara White	D-1, Lockfaw	Pocomoke City	17-20
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20
Terri Shockley	At-Large	Snow Hill	17-20
Kelly O'Keane	Health Department		17-20
Cristi Graham	Public Safety - Sheriff's Office		17-20
Bess Cropper	D-6, Bunting	Berlin	15-18, 18-21
Elizabeth Rodier	D-3, Church	West Ocean City	18-21
Kimberly List	D-7, Mitrecic	Ocean City	18-21

### Prior Members: Since 1995

Ellen Pilchard <sup>c</sup> (95-97)	Carole P. Voss (98-00)	Gloria Bassich (98-03)
Helen Henson <sup>c</sup> (95-97)	Martha Bennett (97-00)	Carolyn Porter (01-04)
Barbara Beaubien <sup>c</sup> (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Martha Pusey (97-03)
Sandy Wilkinson <sup>c</sup> (95-97)	Lil Wilkinson (00-01)	Teole Brittingham (97-04)
Helen Fisher <sup>c</sup> (95-98)	Diana Purnell <sup>c</sup> (95-01)	Catherine W. Stevens (02-04)
Bernard Bond <sup>c</sup> (95-98)	Colleen McGuire (99-01)	Hattie Beckwith (00-04)
Jo Campbell <sup>c</sup> (95-98)	Wendy Boggs McGill (00-02)	Mary Ann Bennett (98-04)
Karen Holck <sup>c</sup> (95-98)	Lynne Boyd (98-01)	Rita Vaeth (03-04)
Judy Boggs <sup>c</sup> (95-98)	Barbara Trader <sup>c</sup> (95-02)	Sharyn O'Hare (97-04)
Mary Elizabeth Fears <sup>c</sup> (95-98)	Heather Cook (01-02)	Patricia Layman (04-05)
Pamela McCabe <sup>c</sup> (95-98)	Vyoletus Ayres (98-03)	Mary M. Walker (03-05)
Teresa Hammerbacher <sup>c</sup> (95-98)	Terri Taylor (01-03)	Norma Polk Miles (03-05)
Bonnie Platter (98-00)	Christine Selzer (03)	Roseann Bridgman (03-06)
Marie Velong <sup>c</sup> (95-99)	Linda C. Busick (00-03)	Sharon Landis (03-06)

\* = Appointed to fill an unexpired term  
<sup>c</sup> = Charter member

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)                      Michelle Bankert \*(14-18)  
Dee Shorts (04-07)                                   Nancy Fortney (12-18)  
Ellen Payne (01-07)  
Mary Beth Quillen (05-08)  
Marge SeBour (06-08)  
Meg Gerety (04-07)  
Linda Dearing (02-08)  
Angela Hayes (08)  
Susan Schwarten (04-08)  
Marilyn James (06-08)  
Merilee Horvat (06-09)  
Jody Falter (06-09)  
Kathy Muncy (08-09)  
Germaine Smith Garner (03-09)  
Nancy Howard (09-10)  
Barbara Witherow (07-10)  
Doris Moxley (04-10)  
Evelyne Tyndall (07-10)  
Sharone Grant (03-10)  
Lorraine Fasciocco (07-10)  
Kay Cardinale (08-10)  
Rita Lawson (05-11)  
Cindi McQuay (10-11)  
Linda Skidmore (05-11)  
Kutresa Lankford-Purnell (10-11)  
Monna Van Ess (08-11)  
Barbara Passwater (09-12)  
Cassandra Rox (11-12)  
Diane McGraw (08-12)  
Dawn Jones (09-12)  
Cheryl K. Jacobs (11)  
Doris Moxley (10-13)  
Kutresa Lankford-Purnell (10-12)  
Terry Edwards (10-13)  
Dr. Donna Main (10-13)  
Beverly Thomas (10-13)  
Caroline Bloxom (14)  
Tracy Tilghman (11-14)  
Joan Gentile (12-14)  
Carolyn Dorman (13-16)  
Arlene Page (12-15)  
Shirley Dale (12-16)  
Dawn Cordrey Hodge (13-16)  
Carol Rose (14-16)  
Mary Beth Quillen (13-16)  
Debbie Farlow (13-17)  
Corporal Lisa Maurer (13-17)  
Laura McDermott (11-16)  
Charlotte Cathell (09-17)  
Eloise Henry-Gordy (08-17)

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



9

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

COMMISSIONERS  
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THEODORE J. ELDER  
JOSHUA C. NORDSTROM

OFFICE OF THE  
COUNTY COMMISSIONERS

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

February 13, 2019

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*  
SUBJECT: Bids for Former Liquor Control Warehouse in Snow Hill

\*\*\*\*\*

At the County Commissioners request on January 8, 2019, we advertised the sale of the former Liquor Control Warehouse in Snow Hill in local newspapers (see attached bid package) and by way of a 4' x 8' sign in front of the property. The property is a 7.96 acre commercial site presently improved with a 47,575 square foot warehouse building with partial office fit-out and one out-building. We notified potential buyers that the sale is "as is and with all faults" at an asking price of \$990,000 in accordance with the recent appraisal. Sealed bids were accepted until 1:00 pm on February 11, 2019 upon which we received two bids as follows:

<u>Bidder's Name</u>	<u>Total Bid</u>	<u>Page</u>
A-1 Mini Storage Co. Inc. Snow Hill, MD	Offered to purchase vacant land only at \$9,000 to \$12,000 per acre (less than \$60,000 total)	4
ZST Rentals, Inc. Snow Hill, MD	\$75,000	6

Given that the County currently holds a mortgage on this property for which we still owe approximately \$444,000, I suggest that neither of these bids are acceptable and therefore recommend rejecting the bids.

Please advise how you wish us to proceed with disposal of this property. As suggested previously, the County Commissioners could either consider re-advertising and accepting sealed bids for the property in the future, listing the property with a commercial real estate agent to seek out a potential buyer, or soliciting the services of an auctioneer to sell the property to the highest bidder (with establishment of a minimum bid). In the meantime, we will continue using this facility for overnight parking of County vehicles and storage of surplus County supplies.

# Competitive Bid Worksheet

**Item: Purchase of Liquor Control Warehouse in Snow Hill**

Bid Deadline/Opening Date: 1:00 P.M., Monday, February 11, 2019

Bids Received by deadline = 2

Vendor's Submitting Bids

Total Purchase Price

**A-1 Mini Storage Co., Inc.**  
5383 Snow Hill Road  
Snow Hill, MD 21863

*Offer to buy vacant land  
\$9,000/acre south; \$12,000/acre north*

**ZST Rentals Inc.**  
207 West Federal Street  
Snow Hill, MD 21863

\$75,000

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## Bid Form

### **Purchase of Former Worcester County Liquor Control Warehouse Property in Snow Hill, MD**

The undersigned hereby offers to purchase the property located at 5363 Snow Hill Road, just west of Snow Hill, Maryland which previously served as the administrative headquarters and warehouse for the Worcester County Department of Liquor Control. The property is a 7.96 acre commercial property, currently zoned C-2 General Commercial, and includes a 47,575 square foot office/warehouse building. The building includes a conditioned front office/warehouse area and a rear unconditioned warehouse section. I understand that this property is being sold "as is and with all faults." I hereby offer to purchase the above referenced property at a

A Total Purchase Price of \$ Please see attached letter

The undersigned agrees to execute a formal contract upon acceptance of the bid which said contract shall incorporate the provisions set forth and contract provisions attached hereto.

**BID MUST BE SIGNED TO BE VALID.**

Date: 2-8-19

Signature: Larry G. Shockley

Typed Name: Larry G. Shockley

Title: President

Firm: A-1 Mini Storage Co., Inc.

Address: 5383 Snow Hill Rd.

Snow Hill, MD 21863

Phone: 410-632-3900

Fax: 410-632-2513

Email: shocvent@aol.com

**Bid and Contract Provisions must be signed in order to be accepted.**

# A-1 Mini Storage Co., Inc.

5383 Snow Hill Road  
Snow Hill, MD 21863  
410-632-3900

February 8, 2019

The Worcester County Commissioners  
Room 1103  
Worcester County Government Center  
One West Market St.  
Snow Hill, MD 21863

Dear Commissioners,

In development of this bid proposal, I inquired of the Worcester County Assistant Chief Administrative Officer whether A-1 Mini Storage Co., Inc. could submit the following, in the event The Worcester County Commissioners reject all bids for the county surplus property located at 5363 Snow Hill Rd. In this circumstance and with your approval, I would like to propose for consideration, the disposition of any portion of lands, **unoccupied** by the 47,575 sq. ft. office/warehouse.

My bid for such property is as follows:

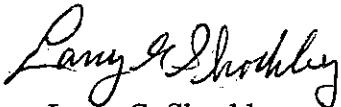
Lands south (Snow Hill side) of the office/warehouse: \$9,000/acre

Lands north (Salisbury side) of the office/warehouse: \$12,000/acre

Lot line adjustment cost to be borne by purchaser.

Lot line delineation to be mutually agreed upon at a later date.

Respectfully submitted,



Larry G. Shockley

President

A-1 Mini Storage Co., Inc.

**Former Worcester County Liquor Control Warehouse Property  
in Snow Hill, MD  
Contract Provisions**

1. Title shall be in fee simple.
2. Title shall be free and clear of all liens and encumbrances except utility rights of way and restrictions of record. The deed shall be a special warranty deed which shall be sellers sole warranty of title or physical condition.
3. Settlement shall be 60 days after date of signing of the contract.
4. Deposit shall be \$10,000.00 upon signing of the contract. The balance shall be paid in cash or certified check at settlement.
5. Settlement shall be held in Snow Hill, Maryland. Time is of the essence.
6. Reasonable access to the property shall be given to the Buyer prior to settlement. Complete possession shall be given at settlement.
7. Taxes and all other public charges shall be apportioned to the date of settlement and Buyer shall assume taxes and public charges become due and owing after settlement.
8. Buyer shall pay all costs of preparation of title papers, transfer costs, recording costs, recordation tax, transfer tax, title search and all buyers legal fees. Seller shall pay Seller's legal fees.
9. In the event of failure to settle in a timely manner, the \$10,000.00 paid upon signing shall be forfeited as liquidated damages.
10. There are no real estate agents, brokers, or other persons entitled to be paid any amount by Seller on account of this transaction.
11. The property is sold "as is," "where is" and "with all faults."

2-8-19  
Date

Larry G. Shockley  
Signature

Larry G. Shockley  
Printed Name

**Bid and Contract Provisions must be signed in order to be accepted.**

**Bid Form**

**Purchase of Former Worcester County  
Liquor Control Warehouse Property in Snow Hill, MD**

The undersigned hereby offers to purchase the property located at 5363 Snow Hill Road, just west of Snow Hill, Maryland which previously served as the administrative headquarters and warehouse for the Worcester County Department of Liquor Control. The property is a 7.96 acre commercial property, currently zoned C-2 General Commercial, and includes a 47,575 square foot office/warehouse building. The building includes a conditioned front office/warehouse area and a rear unconditioned warehouse section. I understand that this property is being sold "as is and with all faults." I hereby offer to purchase the above referenced property at a

A Total Purchase Price of \$ 75,000.00

The undersigned agrees to execute a formal contract upon acceptance of the bid which said contract shall incorporate the provisions set forth and contract provisions attached hereto.

**BID MUST BE SIGNED TO BE VALID.**

Date: 2/11/19 Signature: [Signature]  
Typed Name: Zohair Ejaz  
Title: owner  
Firm: ZST Rentals Inc.  
Address: 207 West Federal St.  
Snow Hill, MD 21063  
Phone: 443-373-8768  
Fax: \_\_\_\_\_  
Email: zejaz@ams.edu

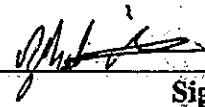
**Bid and Contract Provisions must be signed in order to be accepted.**



**Former Worcester County Liquor Control Warehouse Property  
in Snow Hill, MD  
Contract Provisions**

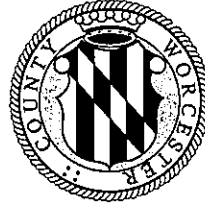
1. Title shall be in fee simple.
2. Title shall be free and clear of all liens and encumbrances except utility rights of way and restrictions of record. The deed shall be a special warranty deed which shall be sellers sole warranty of title or physical condition.
3. Settlement shall be 60 days after date of signing of the contract.
4. Deposit shall be \$10,000.00 upon signing of the contract. The balance shall be paid in cash or certified check at settlement.
5. Settlement shall be held in Snow Hill, Maryland. Time is of the essence.
6. Reasonable access to the property shall be given to the Buyer prior to settlement. Complete possession shall be given at settlement.
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9. In the event of failure to settle in a timely manner, the \$10,000.00 paid upon signing shall be forfeited as liquidated damages.
10. There are no real estate agents, brokers, or other persons entitled to be paid any amount by Seller on account of this transaction.
11. The property is sold "as is," "where is" and "with all faults."

2/11/19  
Date

  
Signature  
Robert L. Jare  
Printed Name

**Bid and Contract Provisions must be signed in order to be accepted.**

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
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OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103  
SNOW HILL, MARYLAND  
21863-1195

January 9, 2019

TO: *The Daily Times* Group and *Ocean City Today* Group  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*

**FAXED**  
*1/9/19 @ 4:38pm*

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/ Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on January 17 and 31, 2019. Thanks.

### NOTICE TO BIDDERS

#### **Sale of Former Worcester County Liquor Control Warehouse Property 7.96 acre Commercial Property - with 47,575 square foot Office/Warehouse located at 5363 Snow Hill Road, Snow Hill, Maryland**

The Worcester County Commissioners recently declared the above-referenced property located at 5363 Snow Hill Road, just west of Snow Hill, Maryland as surplus property and are currently accepting bids from interested buyers for the purchase of this 7.96 acre commercial property which includes a 47,575 square foot office/warehouse building. The building includes a conditioned front office/warehouse area and a rear unconditioned warehouse section. The property is currently zoned C-2 General Commercial District under the Worcester County Zoning Code. Bid packages are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at [www.co.worcester.md.us](http://www.co.worcester.md.us), or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. The sale is "as is and with all faults." Based upon a recent appraisal, the asking price for this property is \$990,000. The property will be available for inspection throughout the month of January 2019 by appointment which may be scheduled by contacting Kathryn Gordon, Economic Development Deputy Director, at 410-632-3112. **Sealed bids will be accepted until 1:00 PM, Monday, February 11, 2019** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Purchase of Former Liquor Control Warehouse**" in the lower left-hand corner. After opening, bids will be reviewed by staff and a recommendation of award will be made to the County Commissioners at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering highest or best bid, potential impact on the local economy, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders, or any other factors they deem appropriate. All inquiries shall be directed to Kelly Shannahan, Assistant Chief Administrative Officer, at 410-632-1194.



10

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

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OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

February 13, 2019

TO: Worcester County Commissioners  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*  
On Behalf Of Worcester County Sewer Committee  
SUBJECT: Request for Allocation of EDUs for ES Adkins and Company Property

---

Please be advised that on December 14, 2018, we received a request from Attorney Hugh Cropper on behalf of his client, ES Adkins and Company (the Applicant) for the allocation of fifteen (15) equivalent dwelling units (EDUs) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (SSA) to serve a former restaurant (Island Oasis) on the subject property located south of the Ocean City Airport on the east side of Lewis Road, the west side of Stephen Decatur Highway (MD Route 611), north of Assateague Road (MD Route 376), and directly across from Frontier Town Campground. The subject property is identified on Tax Map 33 as Parcel 101 and is also located within the Landings Sanitary Service Area in which the property has been allocated 8 EDUs of sanitary sewer service. The request was reviewed by the Worcester County Sewer Committee at our meeting on January 10, 2019 and because the property is located in the Landings SSA and also within the planning area for the Lewis Road sewer extension project, the Committee determined that the property should be served by the Landings SSA rather than the Mystic Harbour SSA. However, the County Commissioners requested that the Committee give further consideration to this request. As a result, the Committee reconsidered the application at our meeting on February 7, 2019. On behalf of the Committee, I offer the following staff report for your consideration with regard to this request:

**Background on the Subject Property:** The subject property is approximately 1.7 acres in area, is located on the west side of Stephen Decatur Highway, approximately 2.3 miles south of the Ocean City Airport. The property is currently zoned C-2 General Business District and is designated S-1 in the County Water and Sewerage Plan which indicates an area of existing or planned sewer service to be built within 2-years, but does not guarantee any service or obligate the provision of services in that time frame. The property lies within the Landings SSA where it has a current allocation of 8 EDUs of sewer service to be provided by the Landings wastewater treatment plant (WWTP) which would be sufficient to serve an 80-seat restaurant. The property also lies in an overlay zone within the Mystic Harbour SSA in "Area 2 - Airport and South of Airport, East of Route 611" but was not planned for service from Mystic Harbour. The property is improved by a commercial building (former Island Oasis Restaurant) which was served by an on-site septic system. The applicant has expressed a desire to acquire 15 EDUs of sewer service from the Mystic Harbour SSA for development of a 180 seat restaurant.

**Current Available Capacity - South:** There are currently 46 EDUs allocated in Area 2 (south of the airport), in which the ES Adkins and Company property is located, which have not yet been purchased.

P-5

Remaining EDUs in all categories in Area 2 are as follows: Commercial Infill South of Airport (14 of 20 EDUs), Vacant or Multi-Lot properties (2 of 4 EDUs), Assateague Greens Executive Golf Course/Range (6 of 6 EDUs), Ocean City Airport, Clubhouse and Humane Society (0 of 32 EDUs), Church (5 of 5 EDUs), Single Family Dwellings (19 of 20 EDUs), Castaways Campground (0 of 88 EDUs), Frontier Town Campground (0 of 200 EDUs). Of the remaining capacity in Area 2, only the 14 EDUs for Commercial Infill South of the Airport was allocated for new development. The other remaining 32 EDUs are intended to serve properties which will enable the replacement of septic systems for existing homes and other existing developments. Capacity was not envisioned for this property from the Mystic Harbour SSA since it is located in the Landings SSA in which 8 sewer EDUs have been allocated to serve this property (which would be sufficient for an 80-seat restaurant).

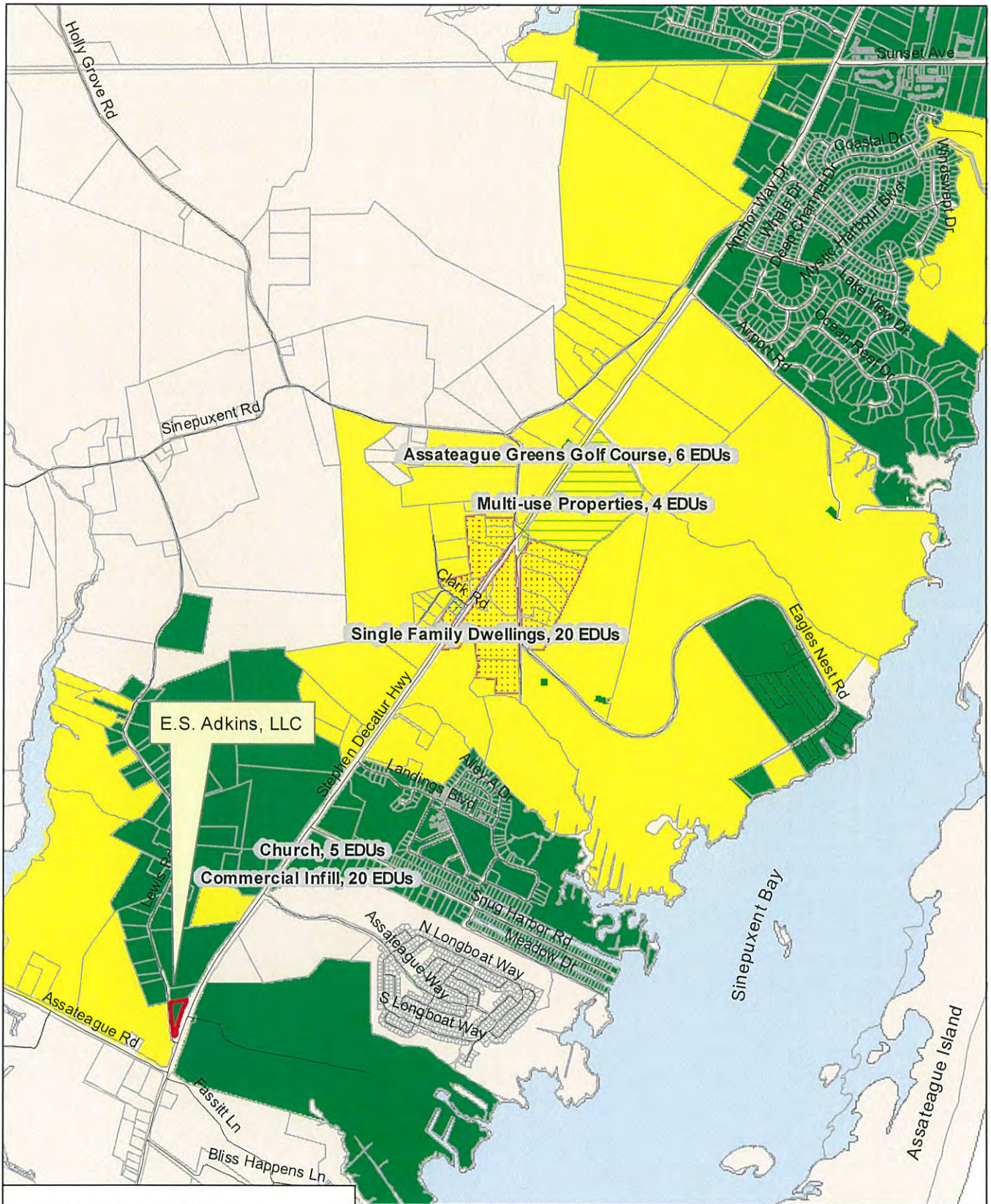
**Background on Original Allocation of New Sewer Capacity in Mystic Harbour:** The expansion of the Mystic Harbour wastewater treatment plant (WWTP) and funding from USDA in 2008 was predicated upon the need for infill and intensification of properties along the Route 50 commercial corridor and vicinity, service to vacant or multi-lot properties, single family dwellings converting from septic systems to public sewer, and commercial properties. The Worcester County Planning Commission recommended a rating system to rank priority allocations of the additional EDUs with highest priority to (1) infill lots, (2) expansion of existing facilities, (3) replacement of septic tanks, and (4) new developments.

**Concerns of Sewer Committee.** The subject property lies within the Landings SSA in which it has been allocated 8 EDUs of sewer service which would accommodate an 80-seat restaurant. Furthermore, the subject property lies within the planning area for the Lewis Road sewer extension project which is planned to be served by the Landings wastewater treatment plant. The current cost estimate for the Lewis Road sewer extension project is approximately \$28,000 per EDU. By eliminating service to the 8 EDUs planned for the subject property, the cost per EDU to serve the remaining properties in the Lewis Road sewer extension project will increase by \$4,000 each to a total of approximately \$32,000 per EDU. In addition, if the subject property was removed from the Landings SSA, that service area would suffer financially due to lost revenues and a reduction of their customer base needed to help cover the ongoing cost of operations. Furthermore, the subject property is not among the areas to be served by the new capacity in the Mystic Harbour SSA as shown on the map included in the approved Water and Sewer Plan (see hatched areas on the attached map). The 20 EDUs for "Commercial Infill" were intended for a commercially zoned property on the east side of MD 611 between Snug Harbour Road and Assateague Way (the entrance to The Landings). Finally, there is insufficient capacity in the Mystic Harbour SSA available south of the airport to satisfy this request. While there are currently 14 remaining EDUs available for commercial infill south of the airport, these were planned for service to the aforementioned commercially zoned property between Snug Harbour and The Landings which is not eligible to be served by another service area as is the case for the subject property.






#### **Options for Commissioners' Action on the Request:**

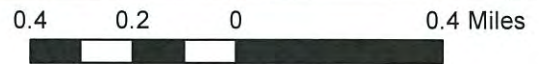
- Option 1 - Approve the allocation of the remaining 14 EDUs of sewer service from the "Commercial Infill South of the Airport" category in Area 2 (South) of the Mystic Harbour SSA to serve the ES Adkins and Company property.
- Option 2 - Approve all or a portion of the request for 15 EDU's of sewer service from Area 2 (South) of the Mystic Harbour SSA to serve the ES Adkins and Company property, with EDU's allocated from the "Commercial Infill South of the Airport" category or another category.
- Option 3 - Deny the request for 15 EDUs of sewer service from the Mystic Harbour SSA to serve the ES Adkins and Company property since the property currently lies within the Landings SSA and also within the area of the Lewis Road sewer extension project in which it has been allocated 8 EDUs of sewer service which will accommodate an 80-seat restaurant.





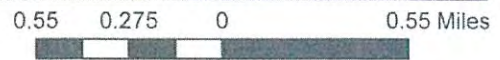
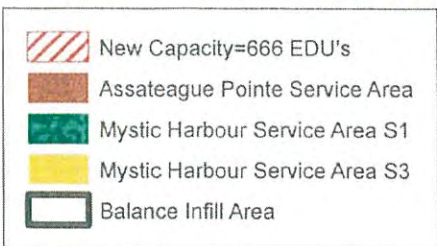
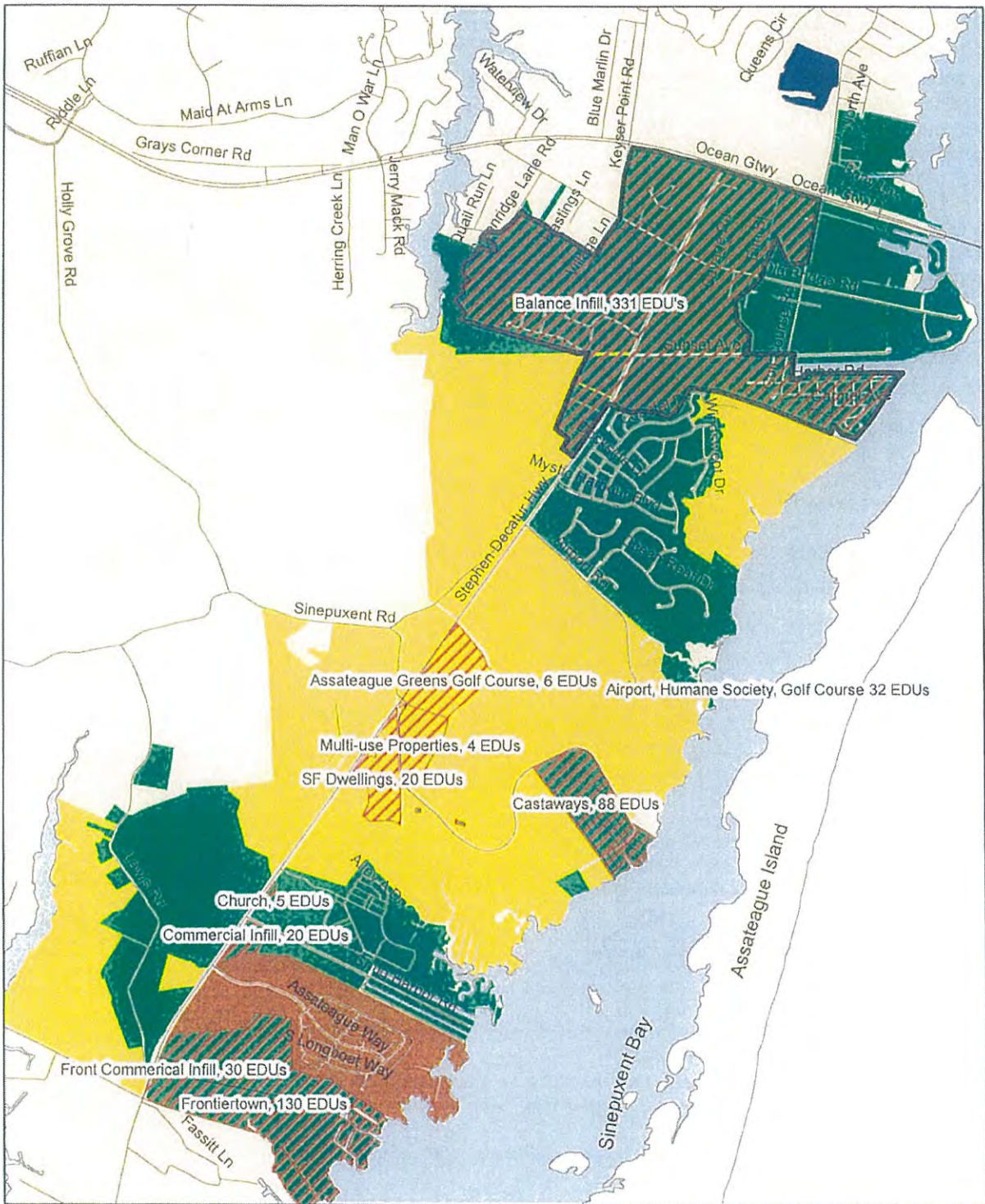
**Remaining Allocation**

-  Commercial
-  Residential
-  Vacant or multi-lot
-  Mystic Harbour Service Area S1
-  Mystic Harbour Service Area S3



ES Adkins, LLC  
 TM 33, Parcel 101  
 Prepared by the Worcester County  
 Department of Environmental Programs  
 January 7, 2019





Mystic Harbour Sewer Planning Area  
 New Mystic Capacity--666 EDU's  
 Prepared by the Worcester County  
 Department of Environmental Programs  
 June 2015

**Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity as of 1/22/19)**

North of Airport, North of Antique Road, East and West of Route 611 - "Area 1"	Original Allocation	Current Adjusted Allocation	Sold and In Service	Sold and Not In Service	Remaining Allocation	Footnotes
Infill and Intensification of Properties in "Area 1"	154	114	0	81	33	3, 10, 12, 13, 14
Vacant or Multi-lot Properties in "Area 1"	80	80	0	30	50	13
Single Family Dwellings	17	17	0	0	17	
Commercial Properties in "Area 1"	80	80	0	64	16	4, 5, 7, 8, 11, 13, 14
<b>Subtotal EDUs in "Area 1"</b>	<b>331</b>	<b>291</b>	<b>0</b>	<b>175</b>	<b>116</b>	
<b>Airport and South of Airport, East of Route 611 - "Area 2"</b>						
Commercial Infill South of Airport	20	20	0	6	14	15
Vacant or Multi-lot Properties	4	4	0	2	2	6
Assateague Greens Executive Golf Course/Range-9-holes	6	6	0	0	6	
Ocean City Airport, Clubhouse and Humane Society	32	32	32		0	1
Church	5	5	0	0	5	
Single Family Dwellings	20	20	0	1	19	9
Castaways Campground	88	88	88		0	2
Frontier Town Campground	130	200	0	200	0	3, 10
Commercial Portion of Frontier Town Campground	30	0			0	
<b>Subtotal EDUs in "Area 2"</b>	<b>335</b>	<b>375</b>	<b>120</b>	<b>209</b>	<b>46</b>	
<b>TOTAL EDUs</b>	<b>666</b>	<b>666</b>	<b>120</b>	<b>384</b>	<b>162</b>	

Note: See attached map for location of EDU allocations

**Footnotes:**

- 1 - Transferred 32 EDUs to Town of Ocean City on June 3, 2014 as part of the Eagles Landing Spray Irrigation MOU.
- 2 - Sold 88 EDUs to Castaways Campground on July 3, 2014.
- 3 - Sold 166 EDUs to Frontier Town Campground on March 30, 2017 by transferring 30 EDUs from Frontier Town Commercial allocation and 6 EDUs from "infill and intensification of properties in Area 1" allocation as agreed by Commissioners on September 19, 2017.
- 4 - Sold 14 EDUs to Park Place on May 16, 2017.
- 5 - Hampton Inn bought 40 EDUs from Mitch Parker and bought an additional 13 EDUs from the County on August 28, 2017.
- 6 - Approved the sale of 2 EDU's to Victor H. Birch Property on March 20, 2018.
- 7 - Approved the sale of 1 EDU to Eugene Parker Trust Property on April 3, 2018.
- 8 - Approved the sale of 3 EDU's to L & B Ocean City, LLC Properties on April 3, 2018.
- 9 - Approved the sale of 1 EDU to Michael Jay Deem Property on April 17, 2018.
- 10 - Water and Sewerage Plan Amendment - 34 EDUs from "infill and intensification of properties in Area 1" to Frontier Town Campground for Expansion - approved on June 19, 2018 by County Commissioners (Resolution No. 18-17).
- 11 - Approved the sale of 9 EDUs to Stockyard Inc. Property on June 19, 2018.
- 12 - Approved the sale of 27 EDUs to GCR Development, LLC Property on July 3, 2018.
- 13 - Approved the sale of 63 EDUs - (29-infill, 30-vacant, 4-commercial) - to Sea Oaks, LLC property on Sept 18, 2018. Pending MDE approval.
- 14 - Approved the sale of 45 EDUs - (25-infill, 20-commercial) - to ODIE-1, LLC (Alamo Motel) property on October 23, 2018.
- 15 - Approved the sale of 6 EDUs to Assateague Island Farm, LLC property on January 22, 2019, subject to various conditions.

LAW OFFICES

**BOOTH BOOTH  
CROPPER & MARRINER P.C.**

CURTIS H. BOOTH  
BRYNJA MCDIVITT BOOTH  
HUGH CROPPER IV  
THOMAS C. MARRINER\*  
ELIZABETH ANN EVINS  
LYNDSEY J. RYAN

\*ADMITTED IN MD & DC

EASTON OFFICE  
130 N. WASHINGTON STREET  
EASTON, MARYLAND 21601  
(410) 822-2929  
FAX (410) 820-6586

WEBSITE  
www.bbcmlaw.com

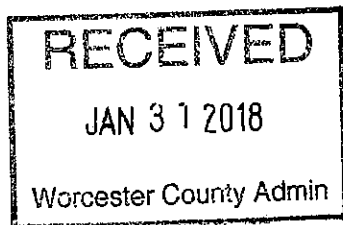
9923 STEPHEN DECATUR HWY., D-2

OCEAN CITY, MARYLAND 21842

(410) 213-2681

FAX (410) 213-2685

EMAIL: [hcropper@bbcmlaw.com](mailto:hcropper@bbcmlaw.com)



January 31, 2019

Mr. Kelly Shannanhan, Assistant CAO  
Worcester County Commissioners  
One West Market Street, Room 1103  
Snow Hill, Maryland 21863

RE: *Worcester County Tax Map 33, Parcel 101*

Dear Mr. Shannanhan:

I want to thank you for the opportunity to present this application for the allocation of fifteen (15) Equivalent Dwelling Units ("EDU's") of wastewater treatment allocation in the Mystic Harbour Sanitary Service Area for the property known as Worcester County Tax Map 33, Parcel 101, owned by ES Adkins and Company. Copies of the SDAT printout and deed are attached.

The subject property has been the site of a commercial use for probably 40 to 50 years. There has been a restaurant on site virtually the entire time. Many years ago, I recall a western themed restaurant, with an old wagon on the roof, obviously catering to the patrons of the Frontier Town Western Theme Park across the street. The latest restaurant was known as Island Oasis, and there was also an adjacent store or market.

All of these uses were served by an on-site septic system. Unfortunately, current attempts to develop the property have not been successful, and they have not been competitive with other businesses, due to the lack of wastewater treatment allocation. The proposed 15 EDU's are necessary, and they will permit a repurposing or redevelopment of this property.



January 31, 2019

Page Two

The Worcester County Planning Commission recommended a rating system to rank priority allocations of additional EDU's within the MHSSA, with expansion of existing facilities being the second priority. This is clearly an expansion of an existing facility.

The property is zoned C-2, General Business District, in its entirety. It is designated S1 in the Worcester County Water and Sewerage Plan, which indicates an area to be served by sewer service within 0 to 2 years, but does not guarantee any service or obligate the provision of services in that time frame.

The property owner has proposed a modest sized restaurant, and the site plan was presented to the Worcester County Technical Review Committee on October 10, 2018, as required by Resolution 17-19. Those comments are attached.

It is my understanding that the subject property is in an area of overlapping service areas, and the property is also in the Landings Service Area. It is my understanding the property has been allocated 8 EDU's in the Landings Service Area. Recognizing that the property cannot connect to both systems, perhaps the relocation of those EDU's to other properties would provide more flexibility with respect to planning, and serving properties in need of that allocation.

Frontier Town recently constructed a regional pump station directly across Maryland Route 611 (Stephen Decatur Highway) from this property. Subject to further engineering review, the subject property could be served by an LP Force Main bored under Maryland Route 611. The Frontier Town pump station was designed with sufficient capacity to serve the subject property.

Please include this correspondence and attachments with any submittal to the Worcester County Water and Sewer Committee, as well as the Worcester County Commissioners.

Pursuant to Resolution 17-19, the applicant/property owner has demonstrated a need for the EDU's at this location, and the property owner respectfully requests that the application be granted.

Respectfully submitted,



Hugh Cropper IV

HC/tgb

Enclosures

CC W/Enclosures: Paul Adkins

E. Dale Akins, III, Esquire

The Honorable Sally D. Adkins

William Bostian, Esquire

Worcester County - Department of Public Works - Water and Wastewater Division  
Mystic Harbour Sewer Service Application

New

Name: E.S. Adkins and Company Date: January 28, 2019

Mailing address: 799 N. Salisbury Blvd. Ste 1100, Salisbury, Md 21801

Address of service location: 8425 Stephen Decatur Hwy, Berlin, MD 21811

Property identification (acct # & map/parcel): map 33, Parcel 101, Acct. # 10-019788

Type of project (circle one below):

Single Family Minor Site Plan Major Site Plan Residential Planned Community

Type of service requested (circle one): Residential Commercial

If commercial, list type of business, square footage and number of seats in restaurant (if applicable):

4938 square foot restaurant

EDU's/gallons assigned to property: \_\_\_\_\_ EDU's to be purchased: 15

If developer new construction, will you be providing the meter (circle one): Yes No N/A

Name & license number of licensed plumber providing connection from meter to building:

Name & phone number of person to contact with regards to this application/account:

Signature: [Signature] Hugh Cropper II hcropper@bcwmhd.com  
Date: January 28, 2019

Attachments required to be submitted with application:

- Single Family- Copy of permit application.
- Minor Site Plans- Copy of TRC report or documentation of administrative waiver.
- Major Site Plans- Copy of TRC report.
- Residential Planned Community- Copy of Planning Commission's findings/recommendation for Step 1.

**NOTICE:** Please review attached Resolution No. 17-19 which details the EDU allocation process and the time frame in which the EDUs must be utilized or returned to the County for future allocation and utilization. If mains are to be installed by applicant a separate "Small Sewer and Water Project Agreement" will be required.

**OFFICE USE ONLY:**

Date received: \_\_\_\_\_ By: \_\_\_\_\_

Environmental Programs approval: \_\_\_\_\_ Date: \_\_\_\_\_

Treasurer's Office approval: \_\_\_\_\_ Date: \_\_\_\_\_

Public Work's approval: \_\_\_\_\_ Date: \_\_\_\_\_

**FEES PAID:**

Deposit \$1,000 per EDU X \_\_\_\_\_ (EDU's) = \$ \_\_\_\_\_

Remaining Balance \$6,964 per EDU X \_\_\_\_\_ (EDU's) = \$ \_\_\_\_\_

Future Capital Improvement Charge \$1,000 per EDU X \_\_\_\_\_ (EDU's) = \$ \_\_\_\_\_

Date received: \_\_\_\_\_ By: \_\_\_\_\_

**RETURN TO:**

Worcester County Treasurer's Office  
Attn: Jessica Wilson  
P.O. Box 349  
Snow Hill, MD 21863

**FULL POLICY ATTACHED AND INCORPORATED.**

Real Property Data Search

Search Result for WORCESTER COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		NONE			
Account Identifier:		District - 10 Account Number - 019788			
Owner Information					
Owner Name:		E S ADKINS AND COMPANY		Use:	COMMERCIAL
Mailing Address:		799 N SALISBURY BLVD STE 1100 SALISBURY MD 21801-		Principal Residence:	NO
				Deed Reference:	/05053/ 00699
Location & Structure Information					
Premises Address:		8435 STEPHEN DECATUR HWY BERLIN 21811-		Legal Description:	1.31 ACS & ADD LD 16727 SQ FT MD-611 PROP SUR CHAS GORDON
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section: Block: Lot: Assessment Year: Plat No: Plat Ref:
0033	0016	0101		74S0	2019 127069
Special Tax Areas:		Town: NONE			
		Ad Valorem:			
		Tax Class:			
Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use	
1970	5,206 SF		1.6900 AC		
Stories	Basement	Type	Exterior	Full/Half Bath	Garage Last Major Renovation
		RESTAURANT			
Value Information					
	Base Value	Value	Phase-In Assessments		
		As of	As of	As of	
		01/01/2016	07/01/2018	07/01/2019	
Land:	422,500	422,500			
Improvements	383,000	383,000			
Total:	805,500	805,500	805,500		
Preferential Land:	0				
Transfer Information					
Seller: BERLIN 611, LLC		Date: 02/01/2008		Price: \$1,450,000	
Type: ARMS LENGTH IMPROVED		Deed1: SVH /05053/ 00699		Deed2:	
Seller: LSR LLC		Date: 03/10/2004		Price: \$600,000	
Type: NON-ARMS LENGTH OTHER		Deed1: SVH /03970/ 00322		Deed2:	
Seller: HALL, JAMES WILLIAM III		Date: 08/01/2001		Price: \$370,000	
Type: NON-ARMS LENGTH OTHER		Deed1: SVH /03097/ 00129		Deed2:	
Exemption Information					
Partial Exempt Assessments:	Class	07/01/2018		07/01/2019	
County:	000	0.00			
State:	000	0.00			
Municipal:	000	0.00		0.00	
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		NONE			
Homestead Application Information					
Homestead Application Status: No Application					

THIS DEED, made this 1<sup>ST</sup> day of February, 2008, by BERLIN 611, LLC, a Maryland Limited Liability Company, hereinafter referred to as Grantor, WITNESSETH:

THAT FOR AND IN CONSIDERATION OF THE SUM OF One Million Four Hundred Fifty Thousand Dollars (\$1,450,000.00), the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto E.S. ADKINS AND COMPANY, a Delaware Corporation, its successor and assigns, forever in fee simple, all of the following described real property:

PARCEL ONE: ALL that lot or parcel of land lying and being situate in the Tenth Election District of Worcester County, Maryland, and being more particularly designated and distinguished as follows: BEGINNING for the same at a found concrete monument on the westerly line of Maryland Route 611, said point being the northeasterly corner of the lands herein described, said point being yet further described as the southeasterly corner of the lands of the Berlin Volunteer Fire Company, Inc. (acquired by Deed recorded among the Land Records of Worcester County, Maryland, in Liber W.C.L. No. 1369, Folio 332, et seq.); thence from said point of beginning and along said westerly line of Maryland Route 611, the three following courses by and with a curve concave to the easterly, said curve having an arc length of 501.419 feet, a radius distance of 1,425.00 feet and a chord bearing and distance of South 16 degrees 36 minutes 44 seconds West, 498.84 feet to a set iron rod; thence South 18 degrees 42 minutes 28 seconds West, 38.40 feet to a set iron rod; thence South 80 degrees 50 minutes 13 seconds West, 20.50 feet to a set iron rod, said point being on the easterly line of Lewis Road; thence along said easterly line of Lewis Road the two following courses by and with a curve, said curve being concave to the easterly and having an arc length of 349.06 feet, a radius distance of 5,714.58 feet, and chord bearing and distance of North 08 degrees 42 minutes 49 seconds West, 349.06 feet to a set iron rod; thence North 02 degrees 40 minutes 13 seconds West, 125.05 feet to a found concrete monument, said point being the southwesterly corner of the aforesaid lands of the Berlin Volunteer Fire Company, Inc.; thence along said southerly line of the lands of said Berlin Volunteer Fire Company, Inc., North 78 degrees 28 minutes 10 seconds East, 238.70 feet to the point of beginning; containing 57,250 square feet or 1.314 acres of land more or less; and being more particularly shown and designated on a plat entitled "Property Survey, Lands of Charles H. Gordon and Evelyn A. Gordon", prepared by Frank G. Lynch, Jr. & Associates, Inc., dated October 11, 1990 and recorded among the Land Records of Worcester County, Maryland in Plat Book R.H.O. No. 127, Folio 69.

PARCEL TWO: ALL that piece or parcel of land situate, lying and being in Worcester County, State of Maryland, containing 16,727 square feet or 0.384 of an acre of land, more or less, identified as Parcel 2 and shown border shaded on State Highway Administration Plat numbered 55827 recorded among the Land Records of Worcester County, Maryland in Liber 3970, Folio 326.

AND BEING the same property conveyed unto BERLIN 611, LLC, by Deed dated March 8, 2004, and recorded among the Land Records of Worcester County, Maryland in Liber S.V.H. No. 4043, Folio 358, et seq.; and by Confirmatory Deed

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 5053, MSAT 09E31\_5227 - Date available 02/06/2008. Printed 12/11/2018.

*Please Return to:*

A. GILLIS ALLEN, II, CMTD.

STEPHEN V. HALES  
CLERK, CIRCUIT COURT  
WORCESTER COUNTY, MARYLAND

dated May 26, 2004 and recorded among the Land Records of Worcester County, Maryland in Liber S.V.H. No. 4160, Folio 351, et seq.

REFERENCE to the foregoing plat (if any), deed and to all preceding deeds to and plats of the property hereby conveyed, and to the references therein contained, is hereby made a part hereof for a more definite description of the property hereby granted and conveyed, or for any other purpose, as if fully set forth herein.

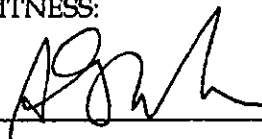
TOGETHER WITH all the buildings and improvements thereon and all the rights, ways, roads, privileges, appurtenances and advantages thereto belonging or anywise appertaining including, without limitation, any and all Equivalent Dwelling Units allocated to or reserved for such real property.

TO HAVE AND TO HOLD the above described and granted property unto the said E.S. ADKINS AND COMPANY, a Delaware Corporation, its successors and assigns, forever in fee simple.

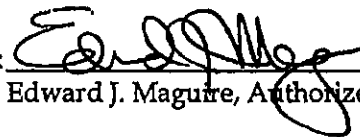
AND the said Grantor hereby covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such other and further assurances thereof as may be necessary and requisite.

AS WITNESS the hand and seal of the Grantor the day and year first above written.

WITNESS:

  
\_\_\_\_\_

BERLIN 611, LLC

By:  (SEAL)  
Edward J. Maguire, Authorized Member

STATE OF MARYLAND  
COUNTY OF WICOMICO

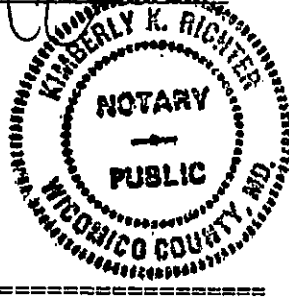
I HEREBY CERTIFY that on this 1<sup>st</sup> day of February, 2008, before me, a Notary Public of the State of Maryland, personally appeared Edward J. Maguire, who acknowledged himself to be the Authorized Member of Berlin 611, LLC, a Maryland Limited Liability Company (the "Company"), and that he/she, as such Authorized Member, being authorized so to do, executed the

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 5053, p. 0700, MSA\_CE31\_5227. Date available 02/06/2008. Printed 12/11/2018.

A. GILLIS ALLEN, II, CMTD.

foregoing for the purposes therein contained by signing the name of the Company by himself/herself as such Authorized Member.

AS WITNESS my hand and Notarial Seal.

*Kimberly K. Richter*  
Notary Public  
My Commission Expires: 11-25-11  


-----  
This instrument has been prepared by or under the supervision of the undersigned, A. Gillis Allen, II, an attorney at law within the meaning of Section 3-104 of the Real Property Article of the Annotated Code of Maryland.

*A. Gillis Allen, II*  
A. Gillis Allen, II, Attorney at Law

TAXES FOR WHICH ASSESSMENTS  
HAVE BEEN RECEIVED HAVE BEEN  
PAID AS OF THIS DATE 2/1/08  
Worcester County Finance Officer  
By DW  
~~EXCEPT PERSONAL PROPERTY~~

TRANSFER TAX PAID  
FINANCE OFFICER  
WORCESTER COUNTY MARYLAND  
By DW Date 2/1/08  
\$ 7,250.00

Water & Wastewater Services  
Worcester County  
NO ASSESSMENT  
By DW Date 2/1/08

IMP. FUND SURCH \$ 28.00  
RECORDING FEE 28.00  
RECORDATION 1 9,578.00  
TR. TAX STATE 7,250.00  
TOTAL 16,884.00  
Keep MARS? Nopt # 28216  
SVH 6324 BIK # 111  
FEB 01, 2008 01:41 PM

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 5053, p. 0701, MSA\_CE31\_5227. Date available 02/06/2008. Printed 12/11/2018.

A. GILLIS ALLEN, II, CTRD.

**Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate  
Affidavit of Residence of Principal Residence**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of § 10-912 of Maryland's Tax General Article. Section 10-912 states that certain tax payments must be withheld when a deed or other instrument that affects a change in ownership of real property is recorded. The requirements of § 10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

**1. Transferor Information**

Name of Transferor: Berlin 611, LLC

**2. Reason for Exemption**

Resident Status:  We, the Transferors, are residents of the State of Maryland.  
 Transferor is a resident entity under § 10-912(A)(4) of Maryland's Tax General Article, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

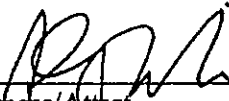
Principal Residence:  Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC § 121.

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct and complete.**

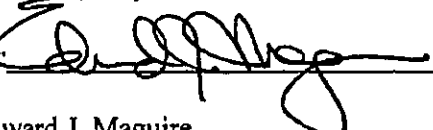
**3a. Individual Transferors**

\_\_\_\_\_  
Witness

**3b. Entity Transferors**

  
\_\_\_\_\_  
Witness/Attest

\_\_\_\_\_  
Berlin 611, LLC  
Name of Entity

By:   
\_\_\_\_\_  
Edward J. Maguire  
Name  
Authorized Member

**FEB 01 2008** The foregoing instrument  
filed for record and is accordingly recorded  
among the land records of Worcester County,  
Maryland.

  
\_\_\_\_\_  
Clerk



**State of Maryland Land Instrument Intake Sheet**  
**Baltimore City & County Worcester**  
*Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.*  
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

This Form Reserved for Check Clerk Recording Submitter

<b>1</b>	Type(s) of Instrument(s) <input type="checkbox"/> Check Box if Condominium Intake Form is Attached <input checked="" type="checkbox"/> Deed of Trust <input type="checkbox"/> Mortgage Lease <input type="checkbox"/> Other _____ <input type="checkbox"/> Other _____																																																						
<b>2</b>	Conveyance Type Check Box <input type="checkbox"/> Improved Sale Arms-Length [1] <input type="checkbox"/> Unimproved Sale Arms-Length [2] <input type="checkbox"/> Multiple Accounts Arms-Length [3] <input type="checkbox"/> Not an Arms-Length Sale [9]																																																						
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<b>6</b>	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 9-104(p)(3)(i). <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>District</td> <td>Property Tax ID No. (1)</td> <td>Grantor Liber/Folio</td> <td>Map</td> <td>Parcel No.</td> <td>Var. LOG</td> </tr> <tr> <td>10</td> <td>019788</td> <td>3670322; 4043358</td> <td>33</td> <td>101</td> <td>(5)</td> </tr> <tr> <td colspan="2">Subdivision Name</td> <td>Lot (1a)</td> <td>Block (3b)</td> <td>Sec./AR (3c)</td> <td>Plat Ref.</td> </tr> <tr> <td colspan="6" style="text-align: center;">Location/Address of Property Being Conveyed (2)</td> </tr> <tr> <td colspan="6">Stephen Decatur Hwy., Ocean City, MD 21842</td> </tr> <tr> <td colspan="4">Other Property Identifiers (if applicable)</td> <td colspan="2">Water Meter Account No.</td> </tr> <tr> <td colspan="6">Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Assessed:</td> </tr> <tr> <td colspan="6">Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Am. of SoF/Arms Transferred:</td> </tr> <tr> <td colspan="6">If Partial Conveyance, List Improvements Conveyed:</td> </tr> </table>	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	10	019788	3670322; 4043358	33	101	(5)	Subdivision Name		Lot (1a)	Block (3b)	Sec./AR (3c)	Plat Ref.	Location/Address of Property Being Conveyed (2)						Stephen Decatur Hwy., Ocean City, MD 21842						Other Property Identifiers (if applicable)				Water Meter Account No.		Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Assessed:						Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Am. of SoF/Arms Transferred:						If Partial Conveyance, List Improvements Conveyed:					
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Other Property Identifiers (if applicable)				Water Meter Account No.																																																			
Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Assessed:																																																							
Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Am. of SoF/Arms Transferred:																																																							
If Partial Conveyance, List Improvements Conveyed:																																																							
<b>7</b>	Transferred From Dec. 1 - Grantor(s) Name(s) Dec. 2 - Grantor(s) Name(s) Dec. 1 - Owner(s) of Record, if Different from Grantor(s) Dec. 2 - Owner(s) of Record, if Different from Grantor(s)																																																						
<b>8</b>	Transferred To Dec. 1 - Grantee(s) Name(s) Dec. 2 - Grantee(s) Name(s) E.S. Adkins and Company New Owner's (Grantee) Mailing Address P.O. Box 1778, Salisbury, MD 21802																																																						
<b>9</b>	Other Names to Be Indexed Dec. 1 - Additional Names to be Indexed (Optional) Dec. 2 - Additional Names to be Indexed (Optional)																																																						
<b>10</b>	Contact/Mail Information Instrument Submitted By: Contact Person Name: A. Gills Allen, II, Esq. Firm: A. Gills Allen, II, Child. Address: P.O. Box 990, 207 Downtown Plaza Salisbury, MD 21803-0990    Phone: (410) 860-2580 <input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided																																																						
<b>11</b>	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER Assessment Information Will the property being conveyed be the grantee's principal residence? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Does transfer include personal property? If yes, identify: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Was property surveyed? If yes, attach copy of survey (if recorded, no copy required): Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																																																						
Assessment Use Only - Do Not Write Below This Line <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Transfer Number</th> <th>Date Received</th> <th>Whole</th> <th>Part</th> <th>Trans. Process Verification</th> </tr> <tr> <td>Year</td> <td>20</td> <td>Dec.</td> <td>Ming</td> <td>Sub</td> </tr> <tr> <td>Land</td> <td>20</td> <td>Zoning</td> <td>Grnd</td> <td>Plot</td> </tr> <tr> <td>Buildings</td> <td></td> <td>Use</td> <td>Parcel</td> <td>Section</td> </tr> <tr> <td>Total</td> <td></td> <td>Town Cd.</td> <td>Ex. St.</td> <td>Occ. Cd.</td> </tr> </table>		Transfer Number	Date Received	Whole	Part	Trans. Process Verification	Year	20	Dec.	Ming	Sub	Land	20	Zoning	Grnd	Plot	Buildings		Use	Parcel	Section	Total		Town Cd.	Ex. St.	Occ. Cd.																													
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REMARKS:  																																																							

Distributors: State - Clerk's Office    County - SDAT    AGO-CC-30 (1/18/17)  
 Print - Office of Records    Delivered - Property

LIBR 5 0 5 3 FOLD 7 0 3

RESOLUTION NO. 17 - 19

RESOLUTION CREATING THE MYSTIC HARBOUR SANITARY SERVICE AREA  
SEWER EDU ALLOCATION PROCESS

WHEREAS, the Mystic Harbour Wastewater Treatment Plant (WWTP) was upgraded and expanded in 2014 to provide additional sanitary sewer treatment capability to serve residential and commercial needs of properties within the Mystic Harbour Sanitary Service Area (SSA); and

WHEREAS, the upgrade and expansion resulted in a total of 200,000 gallons per day of additional sewage treatment capacity in the Mystic Harbour WWTP which created a total of 666 new Equivalent Dwelling Units (EDUs) of sewer capacity at a rate of 300 gallons per day per EDU which are now available in the Mystic Harbour SSA; and

WHEREAS, the planning documents included in the latest approved *Worcester County Water and Sewerage Master Plan* amendment regarding the Mystic Harbour SSA identified a number of goals for the additional capacity and included a chart (attached hereto) allocating the new EDUs to different areas within the Mystic Harbour SSA for different purposes; and

WHEREAS, on March 15, 2016, the Worcester County Commissioners reviewed and approved an implementation policy for the newly available sewer EDUs in the Mystic Harbour/West Ocean City SSA Overlay Area; and

WHEREAS, upon the recommendation of the Worcester County Water and Sewer Committee, the County Commissioners have determined that it is prudent to have an allocation process in place for all 666 new sewer EDUs in the Mystic Harbour SSA, not just those aimed at the Overlay Area, to include County Commissioner approval of future allocations.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following Mystic Harbour Sanitary Service Area EDU Allocation Process is hereby adopted:

1. The allocation of Mystic Harbour Sanitary Service Area sewer EDUs shall only be approved for properties with an existing demonstrated need and in connection with either a permit or plan application specifying how and where the capacity will be allocated:
  - A. The project must apply to the County Commissioners for the EDU allocation while the project is pending as follows:
    - i. Single Family Dwellings and change of use commercial spaces - The property owner or their representative must apply for and receive any needed EDU allocation prior to receiving any permit for the project. EDU(s) must be paid for in full at time of the first permit application.
    - ii. Minor Site Plans and other projects requiring administrative approvals - The project must have completed the Technical Review Committee process (when required) or the granting of an administrative waiver before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final signature approval with the Zoning Administrator. A deposit shall be required upon application as detailed in

Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.

- iii. Major Site Plans - The project must have completed the Technical Review Committee process before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final site plan approval with the Planning Commission. A deposit shall be required upon application as detailed in Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.
  - iv. Residential Planned Community (RPC) - Concurrent with Step 1 of the RPC approval process, the project shall apply to the County Commissioners for EDU allocation. The project cannot move to Step 2 of the RPC approval process without sufficient EDUs being allocated. A deposit shall be required upon application as detailed in Section 1B hereof.
- B. Included with the application shall be a \$1,000 deposit per EDU applied for. If the County Commissioners deny the allocation or if the Planning Commission fails to approve the site plan, the deposit shall be returned. If the County Commissioners approve the allocation and if the Planning Commission approves the site plan or RPC, the deposit is non-refundable.
  - C. If the project approvals expire, the project shall lose its allocation of EDUs. The County shall return the amount paid to purchase the EDUs less the non-refundable deposit.
  - D. If after one year of the project having EDUs allocated to it, a building permit has still not been issued for the project, an additional deposit of \$1,000 per EDU per year shall be required for each year of additional reservation of service up to a maximum of five years. No reservation shall be allowed beyond five years. The additional deposit shall be paid not less than 60 days prior to the anniversary date of the original allocation approval. If the additional deposit is not paid as required or if five years elapses, the EDU allocation shall be null and void and all prior deposits shall be forfeited.
  - E. Applications shall be submitted to: Worcester County Administration, Government Center - Room 1103, One West Market Street, Snow Hill, MD 21863.
2. There shall be no transfers of sewer allocations permitted in the Mystic Harbour Sanitary Service Area (MHSSA) by property owners who have excess capacity allocated to their properties. In the event that excess sewer capacity exists on a property as a result of changes or modifications to the original development plan, any and all excess capacity shall revert to the MHSSA two years after the issuance of the certificate of occupancy for the last building shell in the project. The property owner shall only be entitled to the return of the amount of the original price paid to the County for the EDUs less the non-refundable deposit. The property owner shall be notified in writing of the forfeiture of the unused capacity. Such notice shall be sent by registered mail to the property owner(s) address as identified on the tax assessment rolls as maintained by the Maryland Department of Assessments and Taxation.
  3. The current equity contribution in fiscal year 2018 (FY18) for each Mystic Harbour Sanitary Service Area sewer EDU is \$7,700, with quarterly debt service payments of \$54 per EDU


thereafter until the debt is paid in full. The equity contribution will be recalculated each fiscal year to include the debt service from the prior year. Quarterly debt service payments may be adjusted in the future to pay for additional debt incurred by the Mystic Harbour Sanitary Service Area.

4. Upon allocation of the EDUs, accessibility charges as established in the annual budget for the Mystic Harbour Sanitary Service Area shall become due and payable on a quarterly basis. The current accessibility charge is \$150 per quarter per EDU. Accessibility charges are non-refundable should the applicant fail to utilize the allocated EDUs.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED AND ADOPTED this 19<sup>th</sup> day of September, 2017.

ATTEST:

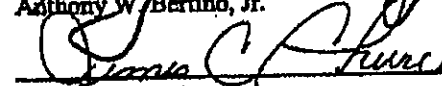
  
Kelly Shannon For HLH  
Harold L. Higgins - Kelly Shannon  
Chief Administrative Officer; Assistant CAO

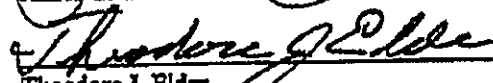
COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

  
Madison J. Bunting, Jr., President

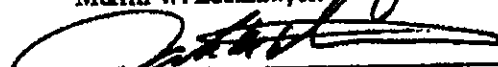
  
Diana Burnell, Vice President

  
Anthony W. Bertino, Jr.

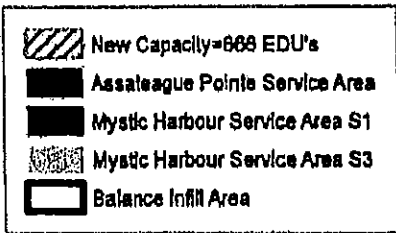
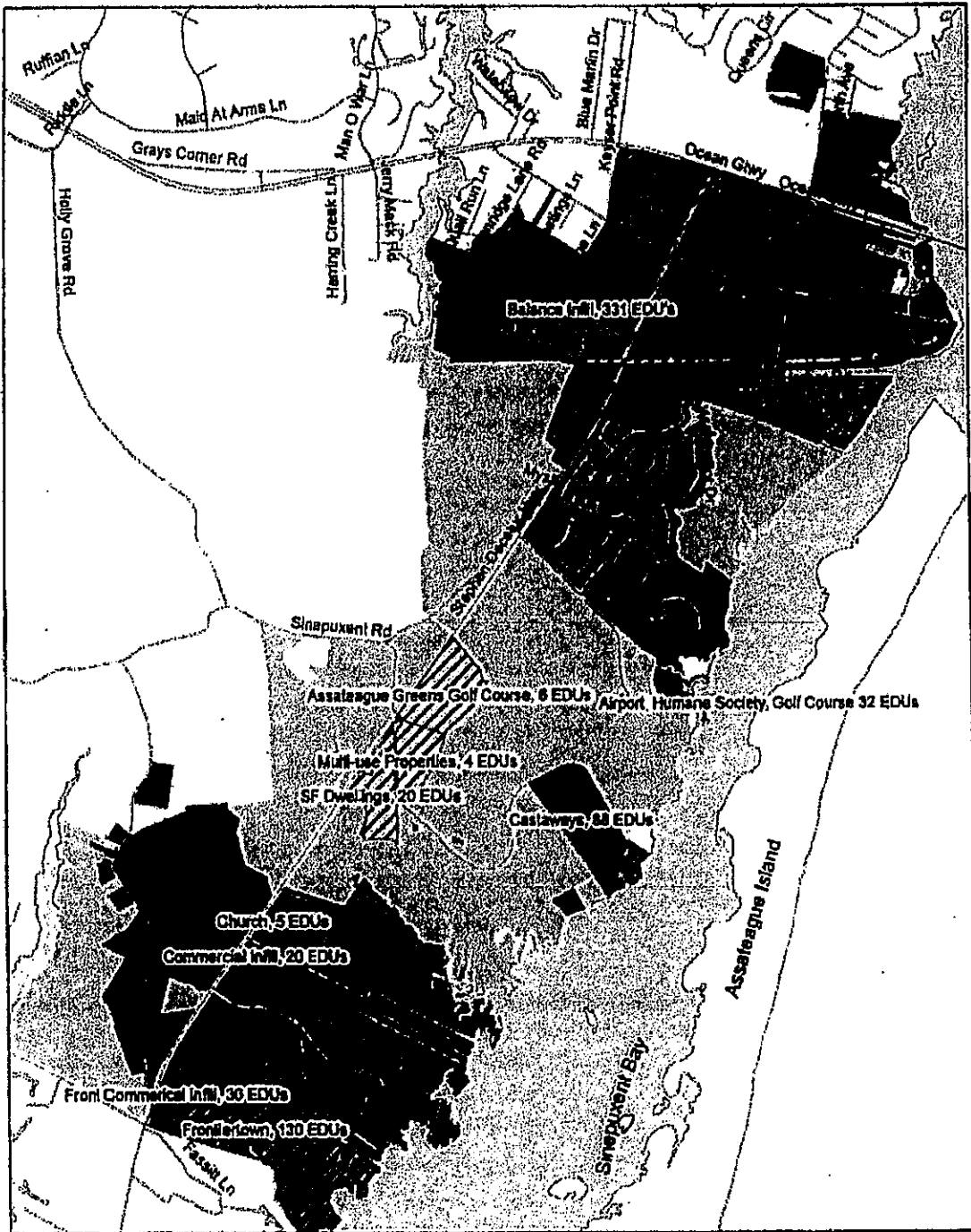
  
James C. Church

  
Theodore J. Elder

  
Merrill W. Lockfaw, Jr.

  
Joseph M. Mitreic

Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity)						
North of Airport, North of Antique Road, East and West of Route 611 - "Area 1"	Original Allocation	Current Adjusted Allocation	Sold and In Service	Sold and Not In Service	Remaining Allocation	Footnotes
Infill and Intensification of Properties in "Area 1"	154	148	0	0	148	3
Vacant or Multi-lot Properties in "Area 1"	80	80	0	0	80	
Single Family Dwellings	17	17	0	0	17	
Commercial Properties in "Area 1"	80	80	0	27	53	4, 5
<b>Subtotal EDUs in "Area 1"</b>	<b>331</b>	<b>325</b>	<b>0</b>	<b>27</b>	<b>298</b>	
<b>Airport and South of Airport, East of Route 611 - "Area 2"</b>						
Commercial Infill South of Airport	20	20	0	0	20	
Vacant or Multi-lot Properties	4	4	0	0	4	
Assateague Greens Executive Golf Course/Range-9-holes	6	6	0	0	6	
Ocean City Airport, Clubhouse and Humane Society	32	32	32		0	1
Church	5	5	0	0	5	
Single Family Dwellings	20	20	0	0	20	
Castaways Campground	88	88	88		0	2
Frontier Town Campground	130	166	0	166	0	3
Commercial Portion of Frontier Town Campground	30	0			0	
<b>Subtotal EDUs in "Area 2"</b>	<b>335</b>	<b>341</b>	<b>120</b>	<b>166</b>	<b>55</b>	
<b>TOTAL EDUs</b>	<b>666</b>	<b>666</b>	<b>120</b>	<b>193</b>	<b>353</b>	
Note: See attached map for location of EDU allocations						
<b>Footnotes:</b>						
1 - Transferred 32 EDUs to Town of Ocean City on June 3, 2014 as part of the Eagles Landing Spray Irrigation MOU.						
2 - Sold 88 EDUs to Castaways Campground on July 3, 2014.						
3 - Sold 166 EDUs to Frontier Town Campground on March 30, 2017 by transferring 30 EDUs from Frontier Town Commercial allocation and 6 EDUs from "infill and intensification of properties in Area 1" allocation as agreed by Commissioners on September 19, 2017.						
4 - Sold 14 EDUs to Park Place on May 16, 2017.						
5 - Hampton Inn bought 40 EDUs from Mitch Parker and bought an additional 13 EDUs from the County on August 28, 2017.						



Mystic Harbour Sewer Planning Area  
 New Mystic Capacity-666 EDU's  
 Prepared by the Worcester County  
 Department of Environmental Programs  
 June 2015

**TECHNICAL REVIEW COMMITTEE**

STAFF PERSON: Jennifer K. Keener DATE OF MEETING: October 10, 2018

PROJECT: Island Oasis - Proposed construction of a 4,938 square foot restaurant building, Tax Map 33, Parcel 101, Tax District 10, C-2 General Commercial District, located on the northwesterly intersection of MD Route 611 (Stephen Decatur Highway) and Lewis Road

APPLICANT(S) IN ATTENDANCE: \_\_\_\_\_  
\_\_\_\_\_

TRC MEMBERS IN ATTENDANCE:

- \_\_\_\_\_ Keener, Zoning Administrator
- \_\_\_\_\_ Zirkle, DRP Specialist II
- \_\_\_\_\_ Miller, Building Plans Reviewer III
- \_\_\_\_\_ Mitchell, Environmental Programs
- \_\_\_\_\_ Klump, Environmental Programs
- \_\_\_\_\_ Bradford, Environmental Programs
- \_\_\_\_\_ Birch, Environmental Programs
- \_\_\_\_\_ Gerthoffer, Environmental Programs
- \_\_\_\_\_ Mathers, Environmental Programs
- \_\_\_\_\_ Owens, Fire Marshal
- \_\_\_\_\_ Adkins, County Roads
- \_\_\_\_\_ Berdan, County Roads
- \_\_\_\_\_ Wilson, State Highway Admin.
- \_\_\_\_\_ Ross, W & WW, DPW
- \_\_\_\_\_ Clayville, Planning Commission Rep.

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X Under the terms of ZS 325(f)(1), this application is considered to be a minor site plan since the square footage of all structural improvements does not exceed 10,000 square feet in area. All minor site plans are reviewed and approved by the Technical Review Committee. The Technical Review Committee shall have the authority to forward an application to the Planning Commission when it is determined the site plan shall have a broad impact on the County or where otherwise deemed appropriate.

This approval shall be conditional in nature. Per Resolution 17-19, which established the implementation policy for requesting and allocating EDUs in the Mystic Harbour Service Area, confirmation that EDUs have been allocated to this property in accordance with the established process will be required prior to the Department granting final signature approval to the site plan. In the event that this project receives a denial of service, or a reduction in the amount of EDUs requested, and the site plans require revisions, the Department shall reserve the right to forward the project back to the Technical Review Committee for further review and approval prior to the granting of signature approval.



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863

TEL: 410-632-1200 / FAX: 410-632-3008

## WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE

October 10, 2018

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

**Jennifer K. Keener, Zoning Administrator (ext. 1123)**  
Department of Development, Review and Permitting  
Worcester County Government Office Building  
One West Market Street, Room 1201  
Snow Hill, MD 21863  
(410) 632-1200

\*\*\*\*\*

**Project:** Island Oasis - Proposed construction of a 4,938 square foot restaurant building, Tax Map 33, Parcel 101, Tax District 10, C-2 General Commercial District, located on the northwesterly intersection of MD Route 611 (Stephen Decatur Highway) and Lewis Road

### GENERAL COMMENTS:

- A. In order to obtain a Building Permit, the applicant must submit the following to the Department:
  - 1. Submit a complete Building Permit application, along with the initial fee of \$300.00 made payable to "Worcester County",
  - 2. Submit four (4) sets of complete construction plans (footing, foundation, framing, floor plan and building elevations (front, rear and sides). The construction plans must be sealed by an architect. The plans must be prepared in accordance with the applicable International Building Code, Energy Code, and ADA Code;
  - 3. Submit three (3) sets of the site plan as approved by the Technical Review Committee or the Planning Commission.
- B. Once the permit is issued, the applicant must coordinate all necessary inspections with the respective Building/Housing/Zoning Inspector. The Department requires 24 hour notice for all inspections. The inspector, once on site, may require special or additional inspections than normal.
- C. In order to obtain a Certificate of Use and Occupancy, all of the necessary inspections must be completed and approved by the various inspections agencies (building, zoning, plumbing, electrical, water, sewage, health, roads, etc.). Two sets of As-Builts (illustrating all lighting, landscaping, parking, signs and etc.) must be submitted at least one week prior to the anticipated occupancy of the building, structure or use of land activity. The Department has 48 hours from the last inspection in which to process a Certificate of Use and Occupancy. Please note that it is unlawful to occupy (employees or patrons) a structure without benefit of a Certificate of Use and Occupancy.

Any questions relative to the permit or bonding process should be directed to Jennifer K. Keener at (410) 632-1200, extension 1123.



**SPECIFIC COMMENTS:**

This project is subject to, but not limited to, the following sections of the Zoning and Subdivision Control Article:

ZS 1-210	C-2 General Commercial District
ZS 1-305	Lot requirements generally
ZS 1-306	Access to structures
ZS 1-317	Commercial development, industrial development and industrial parks
ZS 1-319	Access and traffic circulation requirements
ZS 1-320	Off-street parking areas
ZS 1-321	Off-street loading spaces
ZS 1-322	Landscaping and buffering requirements
ZS 1-323	Exterior lighting
ZS 1-324	Signs
ZS 1-325	Site plan review
ZS 1-326	Classification of highways
ZS 1-327	Additional setbacks from drainage ditches and stormwater management facilities

1. A demolition permit is required prior to the removal of any structures from the site;
2. What is the actual dimension of the front yard setback off of Lewis Road? It appears that the setback varies along this frontage, is that based on a varying road right-of-way width?
3. Please revise the maximum parking allowed to be 99 spaces;
4. Are the sidewalks at grade with the parking area? If not, depressed curbing meeting ADA requirements will be required at the end of each sidewalk and in front of the handicap accessible discharge aisles;
5. In accordance with §ZS 1-319(c)(4), an interparcel connector is required to be provided to the northerly property line adjacent to Parcel 337;
6. In accordance with §ZS 1-322(g), a maintenance and replacement bond for required landscaping is mandatory for a period not to exceed two years in an amount not to exceed one hundred and twenty-five percent of the installation cost. A landscape estimate from a nursery will be required to be provided at permit stage to accurately determine the bond amount;
7. Note: The freestanding lighting fixtures cannot project greater than 45 degrees above the horizontal without TRC approval;
8. Freestanding and on-building signage meeting the requirements of §ZS 1-324 shall be reviewed and approved during the permitting process. If you wish to discuss the potential for reconstruction of the existing freestanding sign, please let me know and we can go over the Board of Zoning Appeals requirements;
9. Please provide written confirmation from the County Roads Division that the entrance on Lewis Road meets with their approval;
10. Please provide written confirmation from the State Highway Administration that the existing entrance (and two closures) on MD Route 611 (Stephen Decatur Highway) meet with their approval;
11. Approvals will be required from the Dept. of Environmental Programs relative to water, sewer, Forestry and Stormwater Management prior to the Department granting signature approval;



DEPARTMENT OF ENVIRONMENTAL PROGRAMS  
Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1306  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1220 / FAX: 410.632.2012

WELL & SEPTIC  
WATER & SEWER PLANNING  
PLUMBING & GAS  
CRITICAL AREAS  
FOREST CONSERVATION  
COMMUNITY HYGIENE

LAND PRESERVATION PROGRAMS  
STORMWATER MANAGEMENT  
SEDIMENT AND EROSION CONTROL  
SHORELINE CONSTRUCTION  
AGRICULTURAL PRESERVATION  
ADVISORY BOARD

TECHNICAL REVIEW COMMITTEE  
FOREST CONSERVATION REVIEW

STAFF PERSON: David Mathers (DM)

DATE OF MEETING: October 10, 2018

PROJECT: Island Oasis

LOCATION: Tax Map 33; Parcels: 101

OWNER/DEVELOPER: E. S. Adkins Company

SURVEYOR/LANDSCAPE ARCHITECT: R. D. Hand Associates, Inc.

.....  
This project is subject to the Worcester County Forest Conservation Law. A Forest Conservation Application, fee, and concept plan have been submitted. According to NR 1-406(d), a concept plan, verified by a site visit, can be used as a substitute for a Forest Stand Delineation (FSD) if there is no forest within the Limits of Disturbance (LOD) or if no forest on site is to be cut/cleared. In this case, there is no forest on-site; therefore the plans submitted for review will be used as the FSD substitute.

With a net tract area of 1.31 acres, which is not forested, and an afforestation threshold of 15 percent and conservation threshold of 15 percent, there is a total afforestation requirement of .20 acres. If off site retention or mitigation bank is used to comply with the Forest Conservation Law, the required afforestation will be increase to a 2:1 ratio, or .40 acres. Any off-site areas must be within the same watershed as the project property.

This project is subject to the Worcester County Stormwater Ordinance. The project has obtained Stormwater concept plan approval.



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS


**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1306  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1220 / FAX: 410.632.2012

LAND PRESERVATION PROGRAM  
STORMWATER MANAGEMENT  
SEDIMENT AND EROSION CONTROL  
SHORELINE CONSTRUCTION  
AGRICULTURAL PRESERVATION  
ADVISORY BOARD

WELL & SEPTIC  
WATER & SEWER PLANNING  
PLUMBING & GAS  
CRITICAL AREAS/FORESTRY  
COMMUNITY HYGIENE

### MEMORANDUM

DATE: September 25, 2018  
TO: Worcester County Technical Review Committee  
FROM: Joy S. Birch, Natural Resources Specialist III   
RE: October 10, 2018 Technical Review Committee Meeting

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- Island Oasis – Proposed construction of a 4,938 square foot restaurant building. Tax Map 33, Parcel 101, Tax District 10, C-2 General Commercial District, located on the northwesterly intersection of MD Route 611 (Stephen Decatur Highway) and Lewis Road. E.S. Adkins and Company, property owner / R.D. Hand & Associates, Inc., land planner. This is located outside of the Atlantic Coastal and Chesapeake Bay Critical Area Program.  
**No Comment.**



WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE

Department of Development Review & Permitting  
Worcester County Government Center  
1 W. Market St., Room 1201  
Snow Hill, Maryland 21863  
410-632-1200, Ext. 1151  
pmiller@co.worcester.md.us

\*\*\*\*\*

Project: Island Oasis  
Date: 10/10/2018  
Tax Map: 33 Parcel: 101 Section:      Lot:     

STANDARD COMMENTS

1. Items listed in this review are not required for Technical Review Committee approval.
2. Provide complete code review. List type of construction, use groups, height and area, occupant loads, live, dead and other structural loads.
3. Soils report required at time of building permit application.
4. Compaction reports due at all footings and slab inspections as well as any site work and structural fill.
5. Complete sealed architectural, structural, mechanical, plumbing and electrical plans are required.
6. Provide information for wind, snow, floor, roof and seismic loads.
7. Special inspections (Third party) required per IBC Chapter 17 for steel, concrete, masonry, wood, prepared fill, foundations and structural observations.
8. Provide plan for owner's special inspection program, list inspections and inspection agencies.
9. A Maryland Registered Architect must seal plans. This architect or architectural firm will be considered the architect of record.
10. A pre-construction meeting will be required before any work starts.
11. Provide complete accessibility code requirements and details.
12. List on construction documents all deferred submittals.
13. Truss and other shop drawings will be required prior to installation. Design professional in responsible charge shall review and approve all shop drawings.
14. Please provide your design professional with a copy of these comments.

## SITE SPECIFIC COMMENTS

1. Current Codes: 2015 International Building Code  
2015 International Energy Conservation Code  
2015 International Mechanical Code  
2017 NEC  
Maryland Accessibility Code  
2010 ADA Standards for Accessible Designs  
(Maryland Codes Administration plans to complete required code adoption of the 2018 edition of the International Codes by the end of 2018).
2. Wind Design: 128 MPH (assumed); Risk category II; Exposure "C"
3. Complete sealed architectural, structural, mechanical, plumbing and electrical plans are required.
4. ADA: Provide all details and specifications per 2010 ADA design standards.
5. Provide an accessible route from parking to building entrance.
6. Provide accessible seating at the bar per ADA design standards 226.1.
7. Automatic sprinkler system required for use group A-2: an occupant load of 100. Occupant load is cumulative for mixed use groups (approximate occupant load of 127 per table 1004.1.2).
8. Provide all information per section C103.2 and R103.2: "Information on construction documents of 2015 IECC".
9. Site constructed walk-in coolers / freezers to comply with D.O.E. regulations (Energy conservation standards for walk-in coolers and freezers).
10. Provide an Energy Compliance Report and lighting plan (wattage report).

There is not enough information provided at this time to provide additional comments.



GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1003  
SNOW HILL, MARYLAND 21883-1194  
TEL: 410-632-5666  
FAX: 410-632-5664

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## TECHNICAL REVIEW COMMITTEE COMMENTS

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PROJECT: Island Oasis  
LOCATION: Tax Map 33; Parcel 101  
CONTACT: ES Adkins Company  
MEETING DATE: October 10, 2018

TRC #: 2018485

COMMENTS BY: Matthew Owens  
Chief Deputy Fire Marshal

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As you requested, this office has reviewed plans for the above project. Construction shall be in accordance with applicable Worcester County and State of Maryland fire codes. This review is based upon information contained in the submitted TRC plans only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions. A full plan review by this office is required prior to the issuance of a building permit. The following comments are noted from a fire protection and life safety standpoint.

### Scope of Project

The proposed construction of a 4938 square foot restaurant building.

### General Comments

1. A water supply for fire protection shall be identified indicating the following:
  - a. Water Source
  - b. Engineering study for reliability of water source
  - c. Size (in gallons) of water source
  - d. Replenishment of water supply
  - e. Diameter of in ground pipe
  - f. Number of hydrants
  - g. Location of hydrants
  - h. Roadway width and surface types
  - i. Distance from hydrant to roadway
2. If public water source, approved plans by the public works department.
3. Water source plans must be approved prior to recording of plat.

- 
4. Fire hydrants shall be located within 3 ft. of curb line. Placement of fire hydrants shall be coordinated with this office prior to installation.
  5. Obstructions shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately visible and accessible.
  6. All underground water mains and hydrants **shall be installed, completed, and in service** prior to construction work or as soon as combustible material accumulates, which ever comes first. A stop work order will be issued if fire hydrants are not in service prior to construction work start.
  7. Fire Lanes shall be provided at the start of a project and shall be maintained throughout construction. Fire lanes shall be not less than 20 ft. in unobstructed width, able to withstand live loads of fire apparatus, and have a minimum of 13 ft. 6 in. of vertical clearance. Fire lane access roadways must be established prior to construction start of any structure in the project. Failure to maintain roadways throughout the project will be grounds to issue stop work orders until the roadway access is corrected.
  8. Coordinate 9-1-1 addressing with Worcester County Department of Emergency Services (410) 632-1311.

**Specific Comments**

1. The proposed building shall be protected by an automatic suppression system in accordance with NFPA 13, *The Standard for the Installation of Sprinkler Systems*.
2. A fire hydrant shall be located within 100 feet of fire department connection for sprinkler system.
3. Complete set of building plans shall be submitted and approved prior to start of construction.
4. No further comments at this time.



Worcester County  
 DEPARTMENT OF PUBLIC WORKS  
 6113 TIMMONS ROAD  
 SNOW HILL, MARYLAND 21863

**MEMORANDUM**

JOHN H. TUSTIN, P.E.  
 DIRECTOR

JOHN S. ROSS, P.E.  
 DEPUTY DIRECTOR

TEL: 410-632-5623  
 FAX: 410-632-1753

**TO:** Jennifer Kenner, Zoning Administrator  
**FROM:** Frank J. Adkins, Roads Superintendent (FA)  
**DATE:** October 1, 2018  
**SUBJECT:** TRC Meeting – October 10, 2018

DIVISIONS

MAINTENANCE  
 TEL: 410-632-3766  
 FAX: 410-632-1753

ROADS  
 TEL: 410-632-2244  
 FAX: 410-632-0020

SOLID WASTE  
 TEL: 410-632-3177  
 FAX: 410-632-3000

FLEET  
 MANAGEMENT  
 TEL: 410-632-5675  
 FAX: 410-632-1753

WATER AND  
 WASTEWATER  
 TEL: 410-641-3251  
 FAX: 410-641-5185

Section 1-325 Site Plan Review

**A. Sea Oaks – Step 1 RPC**

1. Since this project is listed as a Residential Planned Community, any roads are to be built to an RPC road standard which may include an RPC Approved Private Road Standard WO 200-06.
2. A road bond will be required and must be in place prior to any construction activity.
3. A geo-tech must be on-site during any/all road related construction activities. All geo-tech reports must be submitted to the Department of Public Works – Roads Division.
4. Reserve further comments pending review of construction drawings.

**B. Island Oasis**

1. Please provide a detailed drawing of the commercial entrance on Lewis Road.
2. Will require a commercial entrance permit and posting of a \$5,000.00 performance bond.
3. Will require a 10' widening strip for future widening and dedicated to the County.
4. Post a stop sign at exit. This must be of diamond grade reflective material and conform to MUTCD standards.

cc: John H. Tustin, P.E.

FJA:ll  
 \\wcfle2\users\llawrence\TRC\2018\10.10.18.doc



**MDOT**  
MARYLAND DEPARTMENT  
OF TRANSPORTATION  
STATE HIGHWAY  
ADMINISTRATION

Larry Hogan  
Governor  
Boyd K. Rutherford  
Lt. Governor  
Pete K. Rahn  
Secretary  
Gregory Slater  
Administrator

October 3, 2018

Ms. Jennifer Keener, Zoning Administrator  
Department of Developing, Review and Planning  
Worcester County Government Center  
One West Market Street, Room 1201  
Snow Hill MD 21863

Dear Ms. Keener:

Thank you for the opportunity to review the submittal for the proposed Island Oasis, located on the northwesterly intersection of MD 611 and Lewis Road, in Worcester County. The Maryland Department of Transportation State Highway Administration (MDOT SHA) has reviewed the plans and we are pleased to respond.

This site plan proposes the construction of a 4,938 square foot restaurant building. As the plan proposes the new construction of a commercial development with a commercial access onto MD 611, a Commercial Access Permit will be required from this office.

Subject to our aforementioned comments, the applicant must submit four sets of plans, two sets of the Stormwater Report, and a CD containing the plans and supporting documentation in PDF format directly to James W. Meredith at 660 West Road, Salisbury, MD 21801, attention of Mr. Daniel Wilson. You can also choose to make an electronic project submittal by logging into <https://mdotsha.force.com/accesspermit/login?ec=302&inst=1B&startURL=%2Faccesspermit>.

If you have any questions or require additional information please contact Mr. Daniel Wilson, Access Management Consultant, at 410-677-4048, by using our toll-free number (in Maryland only) at 1-800-825-4742 (x4048), or via email at [dwilson12@sha.state.md.us](mailto:dwilson12@sha.state.md.us). He will be happy to assist you.

Sincerely,



James W. Meredith  
District Engineer

cc: Mr. Hicham Baassiri, Assistant District Engineer-Project Development, MDOT SHA  
Mr. Mike Marvel, Resident Maintenance Engineer, MDOT SHA  
Mr. Daniel Wilson, Access Management Consultant, MDOT SHA

**WORCESTER COUNTY  
DEPARTMENT OF PUBLIC WORKS  
WATER & WASTEWATER DIVISION  
INTEROFFICE MEMORANDUM**

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**TO:** Jennifer K. Keener, Zoning Administrator  
Development Review and Permitting

**FROM:** John S. Ross, P.E., Deputy Director

**DATE:** October 4, 2018


**SUBJECT:** TRC Meeting October 10, 2018

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**I. Site Plan Review**

A. Sea Oaks - Step I Residential Planned Community – Request for Establishment of the RPC Floating Zone - Proposed 59 unit townhouse development with 24,000 square feet of retail use, West side of MD Route 611 (Stephen Decatur Highway), north of Sinepuxent Road, Tax Map 26, Parcel 274, Lot 3A, Tax District 10, R-3 Multi-Family Residential and C-1 Neighborhood Commercial Districts, Sea Oaks Village, LLC, owner/ R.D. Hand & Associates, Inc., land planner

1. Confirm adequate EDU's are assigned to the project
2. Pump Station D in Mystic Harbour may require upgrades to accommodate flow from this project
3. Reserve future comments pending receipt of construction drawings

 B. Island Oasis - Proposed construction of a 4,938 square foot restaurant building, Tax Map 33, Parcel 101, Tax District 10, C-2 General Commercial District, located on the northwesterly intersection of MD Route 611 (Stephen Decatur Highway) and Lewis Road, E.S. Adkins and Company, property owner/ R.D. Hand & Associates, Inc., land planner;

1. Confirm adequate EDU's are assigned to the project
2. Property is currently served by public water from the Landings SSA
3. There is no public sewer line currently available for this proposal.

Cc: John Tustin

**RESOLUTION NO. 98 - 22**

**RESOLUTION AMENDING  
WATER AND SEWERAGE PLAN FOR WORCESTER COUNTY  
THE LANDINGS (PINE POINT) AND LEWIS ROAD AREA**

WHEREAS, the County Commissioners of Worcester County, Maryland adopted a Comprehensive Water and Sewerage Plan for the County on August 23, 1994, pursuant to Section 9-503 of the Environment Article of the Annotated Code of Maryland; and

WHEREAS, the County Commissioners have received a request from Bayside Landings, L.L.C., owner, to amend said plan regarding the proposed provision of water and wastewater service to the proposed project known as The Landings (Pine Point) located on Stephen Decatur Highway (MD Rt. 611) approximately 9/10 mile north of its intersection with Assateague Road (MD Rt. 376), and other properties located on Lewis Store Road, to reflect the calculation of equivalent dwelling units (EDUs) at the usage rate of 250 gallons per day (gpd), rather than 300 gpd, with a total approved average daily flow of 115,000 gallons per day for the water treatment facilities, yielding a total of 460 EDUs for this project, and a total approved average daily flow of 100,000 gallons per day for the wastewater treatment facilities, yielding a total of 400 EDUs for this project; and

WHEREAS, the Worcester County Planning Commission, at their meeting of April 2, 1998, reviewed and forwarded to the Commissioners a favorable recommendation to the request; and

WHEREAS, the County Commissioners held a public hearing on May 19, 1998 to hear public comment on the requested amendments;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the Water and Sewerage Plan for Worcester County is hereby amended to revise all references to The Landings project to reflect the following:

1. The application of Bayside Landings, L.L.C., owner, to provide water and wastewater service to the proposed project known as The Landings (Pine Point) located on Stephen Decatur Highway (MD Rt 611) approximately 9/10 mile north of its intersection with Assateague Road (MD Rt 376), and other properties located on Lewis Store Road, to reflect the calculation of equivalent dwelling units (EDUs) at the usage rate of 250 gallons per day (gpd), rather than 300 gpd, with a total approved average daily flow of 115,000 gallons per day for the water treatment facilities, yielding a total of 460 EDUs for this project, and a total approved average daily flow of 100,000 gallons per day for the wastewater treatment facilities, yielding a total of 400 EDUs for this project, said property shown on Tax Map 33 as Parcels 149, 159 and 281 and also including properties in the Lewis Road area.

AND BE IT FURTHER RESOLVED that these proposed amendments shall be forwarded to the Maryland Department of the Environment (MDE) for their review and approval in accordance with the provisions of Section 9-507 of the Annotated Code of Maryland and that said amendments shall be officially incorporated into the Worcester County Comprehensive Water and Sewerage Plan upon said approval by MDE.

PASSED AND ENACTED this 19<sup>th</sup> day of May, 1998.

ATTEST:

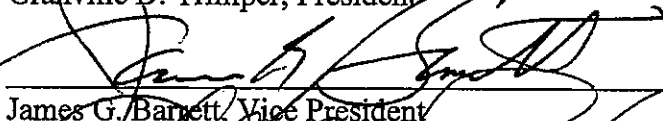
WORCESTER COUNTY COMMISSIONERS



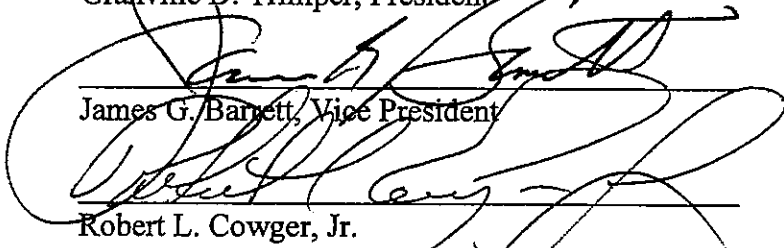
Gerald T. Mason  
Chief Administrative Officer



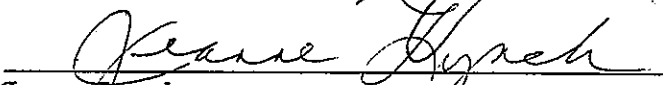
Granville D. Trimper, President



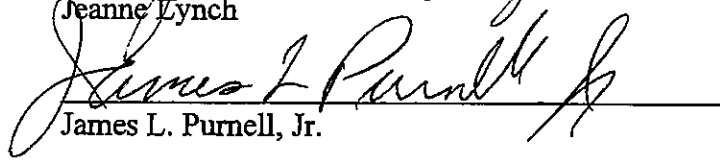
James G. Barnett, Vice President



Robert L. Cowger, Jr.



Jeanne Lynch



James L. Purnell, Jr.

# Existing Sanitary Service Areas with Proposed Amenities Lewis Store Road Area, Worcester County, MD

Prepared by Worcester County Department of Comprehensive Planning, 2005  
This map is for planning purposes only and not for regulatory applications.

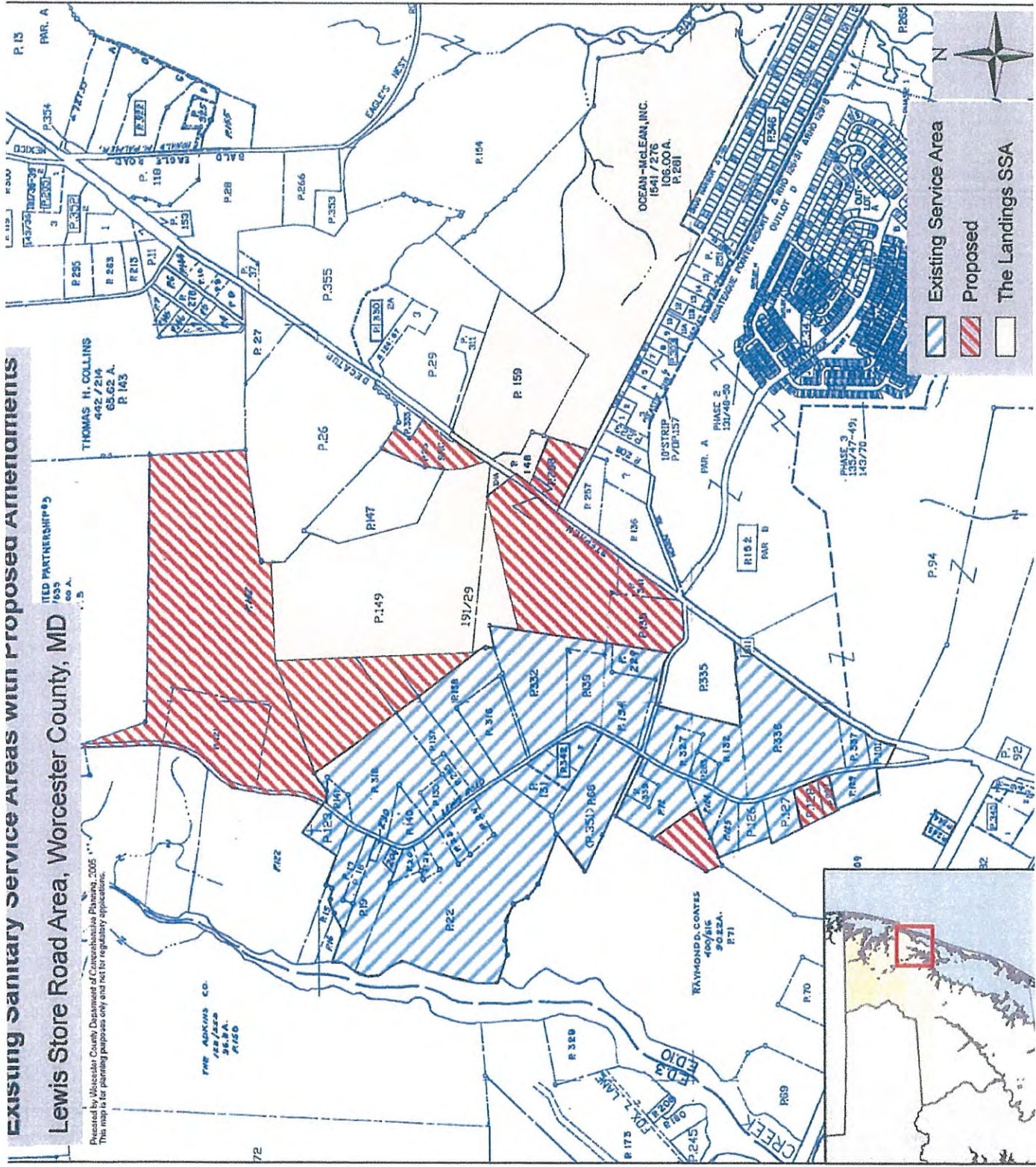
JOINT PARTNERSHIP  
1635  
CO. A.

THOMAS H. COLLINS  
442 Z 214  
65.62 A.  
P. 143

FIVE ADAMS CO.  
1635  
P. 160

RAYMOND D. CONYERS  
400/616  
5022A.  
P. 71

OCEAN-MCLEAN, INC.  
1641/276  
106.00 A.  
P. 281



**Existing Service Area** (Blue diagonal lines)

**Proposed** (Red diagonal lines)

**The Landings SSA** (White)







11

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
THEODORE J. ELDER  
JOSHUA C. NORDSTROM

OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

January 23, 2019

1/23/19 @ 12:56pm

TO: *The Daily Times Group and Ocean City Today Group*  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *kl.*

Please print the attached Notice of Public Hearing for Expansion of the Ocean Pines Sanitary Service Area in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on February 7, 2019 and February 14, 2019. Thank you.

**NOTICE OF PUBLIC HEARING**  
**PROPOSED EXPANSION OF THE OCEAN PINES SANITARY SERVICE AREA**  
**TO INCLUDE THE ATLANTIC GENERAL HOSPITAL OUTPATIENT CENTER**  
**FOR PUBLIC WATER AND SEWER SERVICE**  
**WORCESTER COUNTY, MARYLAND**

The Worcester County Commissioners will hold a public hearing to consider a proposed petition to expand the Ocean Pines Sanitary Service Area for purposes of providing public water and sewer service to the proposed Atlantic General Hospital (AGH) Outpatient Center more specifically described as follows:

1. The petition filed by Hugh Cropper, IV, attorney, on behalf of Burbage/Melson, Inc, and Silver Fox, LLC, property owners, and Sina Companies, LLC, contract purchaser, for expansion of the Ocean Pines Sanitary Service Area to include the proposed AGH Outpatient Center properties located on the east side of Racetrack Road (MD Route 589) north and east of its intersection with Gum Point Road in Berlin, Maryland, which will be delineated on service area maps adopted by the County Commissioners. The sanitary service area expansion includes the following properties: Worcester County Tax Map 21, Parcel 66, Lots A & B, Tax Account I.D. # 03-169855 and #03-169863, located south and west of the current boundary of the Ocean Pines Sanitary Service Area.
  - a. The petitioner is proposing that the sanitary services for the expanded area be provided by the purchase of thirty-four (34) equivalent dwelling units (EDUs) of potable water service and wastewater treatment capacity from the Ocean Pines Sanitary Service Area to serve the proposed outpatient center.

la

2. The County Commissioners will evaluate the proposed expansion of the sanitary service area in accordance with the provisions of Section PW 5-305 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland, the staff report and any matters related to Section 1 above.

The **PUBLIC HEARING** on this proposed petition will be held on

**TUESDAY, FEBRUARY 19, 2019**  
**at 10:30 A.M.**

in the  
COUNTY COMMISSIONERS MEETING ROOM  
ROOM 1101 - GOVERNMENT CENTER  
ONE WEST MARKET STREET  
SNOW HILL, MARYLAND 21863

A copy of the staff report on the proposed petition, and any associated documents, may be obtained from the Commissioners' Office, Room 1103 (1<sup>st</sup> Floor) - Government Center, One West Market Street, Snow Hill, Maryland. These documents may be reviewed at the above address during the regular business hours of 8:00 A.M. to 4:30 P.M., Monday through Friday (except Holidays). Anyone having questions should contact Robert Mitchell, Director of Environmental Programs, at 410-632-1220.

All interested citizens are encouraged to attend the hearing and express their views on the proposed amendments and actions. Both written and oral testimony will be accepted.

THE WORCESTER COUNTY COMMISSIONERS






Scheduled For Public Hearing  
on February 19, 2019

**Worcester County**  
Department of Environmental Programs

Memorandum

**To:** Harold L. Higgins, Chief Administrative Officer

**From:** Robert J. Mitchell, LEHS   
Director, Environmental Programs

**Subject:** **Sanitary Service Area Expansion**  
Request for Public Hearing  
AGH Outpatient Center  
Ocean Pines Sanitary Service Area  
SSA-2018-2

**Date:** 1/15/19

**APPROVED**  
Worcester County Commissioners  
Date Htt 1/22/19

Attached is a copy of a petition for Sanitary Service Area expansion and connection of the proposed outpatient center to the water and sewer systems of the Ocean Pines Sanitary Area from Hugh Cropper on behalf of the applicant, Burbage/Melson, Inc, and Silver Fox, LLC, property owners, and Sina Companies, LLC, contract purchaser. The petition was received in accordance with § PW 5-305 (b)(1) and is being processed as an expansion of the Ocean Pines Service Area.

The applicant requests water and sewer service for two (2) adjacent parcels from the Ocean Pines Sanitary Service Area. The applicant requested these services in order to serve a proposed Outpatient Center on the properties. The subject properties are located on the east side of Racetrack Road (MD Route 589), south of the southern entrance to the Ocean Pines Community. They are more specifically identified on Tax Map 21 as Parcel 66, Lots A and B. The proposed facility will include approximately 98,964 square feet of medical office space and they are expecting to utilize thirty-four (34) EDUs of water and sewer capacity to serve this development. Regarding actual utilization and potential tenants for the center, John Salm, engineer for the owner, responded with the following:

- No in-patient Surgery.
- No hospital beds.
- No institutional beds

**Citizens and Government Working Together**

lc



No Laboratory, this will go to AGH  
No dialysis planned at this time.  
Physical Therapy, but will not have a swimming pool

The proposed sanitary facilities will consist of privately-owned, low-pressure sewerage pump stations and a public low-pressure force main along with public water mains connect to the existing Ocean Pines system infrastructure, onward to the Ocean Pines collection and water distribution systems.

The proposed budget is attached as well as maps for water and sewer that were prepared for an accompanying Water and Sewerage Plan amendment. That planning amendment has been reviewed by the Planning Commission and found to be consistent with the *Comprehensive Plan*. The amendment was approved by the County Commissioners pending the approval of the sanitary service area expansion.

I have investigated and evaluated the petition to expand the Ocean Pines Sanitary Service Area. In order to evaluate the proposal I solicited the comments of Mr. John Ross, Deputy Director of Public Works, and Jessica Wilson, the Enterprise Fund Controller. They have found this proposal feasible from an engineering and financial standpoint. Applicant will need to pay the equity contribution and future capital improvement charges with any EDU purchases associated with this application.

After reviewing all of the applicable information, I find the following:

1. The proposed expansion would be desirable for the comfort, convenience, health, safety, and welfare of the people who will, or in the future may be, served by the proposed expansion. The existing property will now be served by public water & sewer, not by wells and septic systems. A public service for this property would provide a much greater degree of comfort, convenience, health, safety, and welfare for the new customers of the service area. This is a highly desirable public health facility and the property would be connecting to the advanced treatment facility at the Ocean Pines WWTP.
2. The construction of the force main connection from this property to the Ocean Pines collection and distribution system is certainly feasible from both the engineering and economic standpoints. All costs to operate the system will be borne by the service area customers with the property owners responsible for the construction of the connections. An acceptable Public Works agreement for construction and turnover of said facilities will also need to be approved and accepted by the County.
3. The proposal is in the best interest of the public health, safety, and welfare of the residents of the County. In addition to the findings outlined in number 1 above, the fact that the infrastructure will be approved and operated by the County will permit the orderly development of the subject property within

the area. Public water and sewer are preferable to private wells and septic. Discharges to the shallow groundwater and the coastal bays will be reduced as a result of this service area expansion which would prevent any development of the property on the previously approved septic areas.

4. The proposal will not be unduly detrimental to the environment of the County. A public system in this area should provide for greater degrees of protection of the environment of the County. Public water and sewer are preferable to private wells and septic. The extension of public service infrastructure to the area could encourage adjacent properties within the Greater Ocean Pines planning area to connect existing properties currently served by well and septic.
5. The design and operation of the facility will be completed according to State and County guidelines. Plans will be approved by the Department of Public Works and construction work will be inspected and approved prior to turnover. The applicant is responsible for all costs associated with design and permitting of the infrastructure. The County will be responsible for operations, with the costs being paid for by the applicant.

I would respectfully request that the Commissioners schedule a public hearing to consider the expansion of the Ocean Pines Sanitary Area to include these properties. I have forwarded a draft advertisement for this hearing to Kelly Shannahan.

As always, I will be available to discuss this matter with you and the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

#### Attachments

1. Application
2. Water and Sewer Maps for the Proposed SSA Addition

cc: Ocean Pines Sanitary Area File, SSA-2018-02

# Attachment 1

# Application

**Petition for an Expansion to an Existing Sanitary Service Area -  
Greater Ocean Pines Sanitary Service Area (GOPSSA)**

**Name:** Greater Ocean Pines Sanitary Service Area, Expansion.

**Geographic Area:** Map 21, Parcels: 66A and 66B, located on the East Side of MD Route 589 North of the intersection with U.S. Route 50 and South of the intersection with MD Route 90.

**Desirability of Facility:** The facility is highly desirable since it will connect a vitally important local health facility to the advanced treatment facility at the Ocean Pines WWTP which treats to an ENR level.

**Construction and Operation Feasibility:** Construction will be paid for by the Applicant. Operations will be by the County Department of Public Work, paid for by the user.

**Public Health, Safety and Welfare:** Public health, security and safety will be improved with the inclusion of this site in a public water and sewer sanitary area.

**Effect on the Environment:** Nitrogen discharges to the shallow groundwater and ultimately the Coastal Bays will be reduced as a result of this expansion. Other contaminants will also be eliminated since they are treated in the WWTP.


**Design, Operation and Permits:** The applicant is responsible for all costs associated with design and permitting of the infrastructure. The County will be responsible for operations, with the costs being paid by the user.

**Description of Proposed Facilities:** The proposed facilities will consist of privately-owned, low-pressure sewerage pump stations and a public low-pressure force main along with public water mains connecting to the existing Pines Pines system infrastructure, onwards to the Ocean Pines collection and water systems

**Schedule for Construction:** The facility will be constructed after the water and sewer plan amendment and the service area application are approved and all other permits are issued.

**Number of Equivalent Dwelling Units/Allocation:** 34 @ 300 gpd/edu for the expansion.

Property Owner Signature:  Date: 10/23/18

Applicant Signature:  Date: 10/23/18  
(if other than property owner)  
Hugh Copper IV

Water Wastewater Services Enterprise Fund  
Expansion to the GOSSA

	<u>Personnel</u>	<u>Estimated Annual Budget</u>
11.130.6002	SALARIES - SUPPORT GROUP	5,000
11.130.6007	OVERTIME	0
		<b>5,000</b>
	<u>Supplies &amp; Materials</u>	
11.130.6230	CHEMICALS	0
11.130.6300	TOOLS	0
11.110.6309	EQUIPMENT	0
11.130.6305	UNIFORMS	200
		<b>200</b>
	<u>Maintenance &amp; Services</u>	
11.130.6104	ELECTRICITY	0
11.130.6252	WATER SYSTEM MAINTENANCE	0
11.130.6255	PLANT SYSTEM MAINTENANCE WWTP	0
11.130.6256	COLLECTION SYSTEM MAINTENANCE	500
11.130.6257	PLANT SYSTEM MAINTENANCE WTP	0
11.130.6260	EQUIPMENT/VEHICLE RENTAL	500
11.130.6281	BUILDINGS AND GROUND MAINTENANCE	0
11.130.6296	LAB TESTING	0
11.130.6304	PROFESSIONAL FEES	0
		<b>1,000</b>
	<u>Other Charges</u>	
11.130.6003	BENEFITS-SUPPORT GROUP	1,850
11.130.6013	SALARY PAID TO OTHER AREAS	0
11.130.6014	MARK UP PAID TO OTHER AREAS	0
11.130.6211	INSURANCE	750
11.130.6306	EDUCATIONAL TRAINING	130
11.130.6329	SAFETY	130
		<b>3,360</b>
	<u>Interfund Charges</u>	
11.130.6005	OFFICE EXPENSE (TREASURER)	15
11.130.6008	OFFICE EXPENSE (SUPPORT GROUP)	60
11.130.6016	TREASURERS SUPPORT - SALARIED	610
11.130.6017	TREASURERS SUPPORT - FRINGE	230
11.130.6018	PUBLIC WORKS/SALARIES	725
11.130.6019	PUBLIC WORKS/BENEFITS	280
11.130.6020	PUBLIC WORKS/OPERATOR EXPENSE	15
		<b>1,935</b>
	<u>Capital Equipment</u>	
11.130.1503		0
	<b>TOTAL</b>	<b>11,495</b>



**Water Wastewater Services Enterprise Fund  
Proposed Expansion to the GOSSA**

**Revenue**

DOMESTIC CHARGES  
COMMERCIAL CHARGES  
INTEREST AND PENALTIES  
INTEREST ON INVESTMENTS  
OTHER REVENUE

0  
11,495  
0  
0  
0

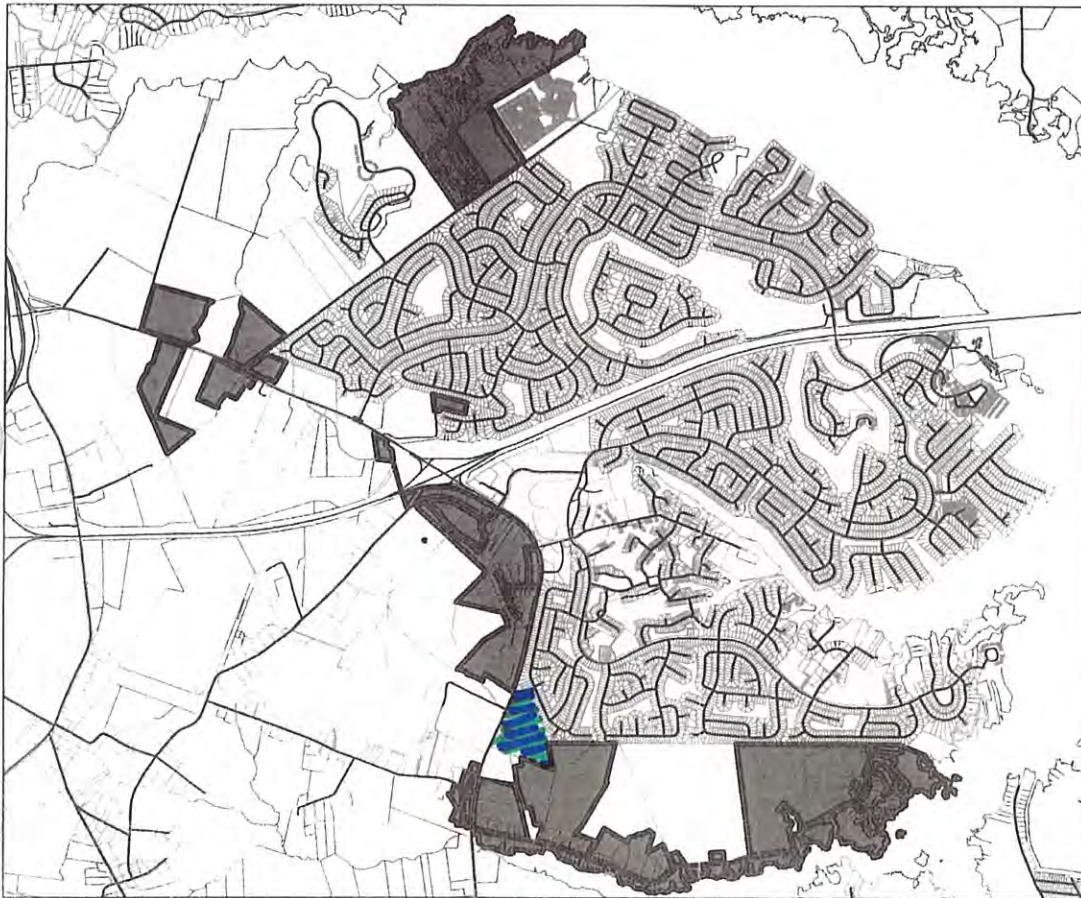
**Expenditures**

PERSONNEL SERVICES  
SUPPLIES & MATERIALS  
MAINTENANCE & SERVICES  
OTHER CHARGES  
INTERFUND CHARGES  
CAPITAL EQUIPMENT

5,000  
200  
1,000  
3,360  
1,935  
0

## **Figures**

**Expansion of the Greater Ocean Pines Sanitary Sewer Service Area  
(GOPSSA)**




**Worcester County,  
Maryland**

**GREATER OCEAN PINES  
SANITARY SERVICE AREA**

**S-1 (Present to 2 Years) GOPSSA**  
Greater Ocean Pines Sanitary Service Area

Boundary approved by the County  
Commissioners of Worcester County,  
Resolution No. 05-09 on April 5, 2005

 Expansion for  
Map 21, Parcels  
66A & 66B

**Department of Development  
Review and Permitting  
Technical Services Division**

Drawn By: KLH      Reviewed By: RM

0      0.25      0.5      1 Miles  
Map prepared on April 26, 2011



Real Property Data Search

Search Result for WORCESTER COUNTY

View Map		View GroundRent Redemption				View GroundRent Registration				
<b>Tax Exempt:</b>		<b>Special Tax Recapture:</b>								
<b>Exempt Class:</b>		NONE								
<b>Account Identifier:</b>		<b>District - 03 Account Number - 169855</b>								
Owner Information										
<b>Owner Name:</b>		SILVER FOX LLC			<b>Use:</b>		RESIDENTIAL			
<b>Mailing Address:</b>		9919 STEPHEN DECATUR HWY OCEAN CITY MD 21842-0000			<b>Principal Residence:</b>		NO			
					<b>Deed Reference:</b>		/04956/ 00440			
Location & Structure Information										
<b>Premises Address:</b>		RACETRACK RD BERLIN 21811-0000			<b>Legal Description:</b>		AG PAR A 14.89 ACS E SIDE OCEAN DOWNS ROAD MIN SUB BURBAGE/MELSON			
<b>Map:</b>	<b>Grid:</b>	<b>Parcel:</b>	<b>Sub District:</b>	<b>Subdivision:</b>	<b>Section:</b>	<b>Block:</b>	<b>Lot:</b>	<b>Assessment Year:</b>	<b>Plat No:</b>	217065
0021	0008	0066		0000			PAR A	2019	Plat Ref:	0217/0065
<b>Special Tax Areas:</b>				<b>Town:</b>		NONE				
				<b>Ad Valorem:</b>						
				<b>Tax Class:</b>						
<b>Primary Structure Built</b>		<b>Above Grade Living Area</b>		<b>Finished Basement Area</b>		<b>Property Land Area</b>		<b>County Use</b>		
						14.8900 AC		000000		
<b>Stories</b>	<b>Basement</b>	<b>Type</b>	<b>Exterior</b>	<b>Full/Half Bath</b>	<b>Garage</b>	<b>Last Major Renovation</b>				
Value Information										
		<b>Base Value</b>		<b>Value</b>		<b>Phase-in Assessments</b>				
				<b>As of</b>		<b>As of</b>		<b>As of</b>		
				01/01/2016		07/01/2018		07/01/2019		
<b>Land:</b>		93,800		93,800						
<b>Improvements</b>		0		0						
<b>Total:</b>		93,800		93,800		93,800				
<b>Preferential Land:</b>		0								
Transfer Information										
<b>Seller:</b> BURBAGE/MELSON, INC				<b>Date:</b> 06/27/2007			<b>Price:</b> \$0			
<b>Type:</b> NON-ARMS LENGTH OTHER				<b>Deed1:</b> SVH /04956/ 00440			<b>Deed2:</b>			
<b>Seller:</b>				<b>Date:</b>			<b>Price:</b>			
<b>Type:</b>				<b>Deed1:</b>			<b>Deed2:</b>			
<b>Seller:</b>				<b>Date:</b>			<b>Price:</b>			
<b>Type:</b>				<b>Deed1:</b>			<b>Deed2:</b>			
Exemption Information										
<b>Partial Exempt Assessments:</b>		<b>Class</b>		07/01/2018		07/01/2019				
<b>County:</b>		000		0.00						
<b>State:</b>		000		0.00						
<b>Municipal:</b>		000		0.00		0.00				
<b>Tax Exempt:</b>		<b>Special Tax Recapture:</b>								
<b>Exempt Class:</b>		NONE								
Homestead Application Information										
<b>Homestead Application Status:</b> No Application										

Real Property Data Search

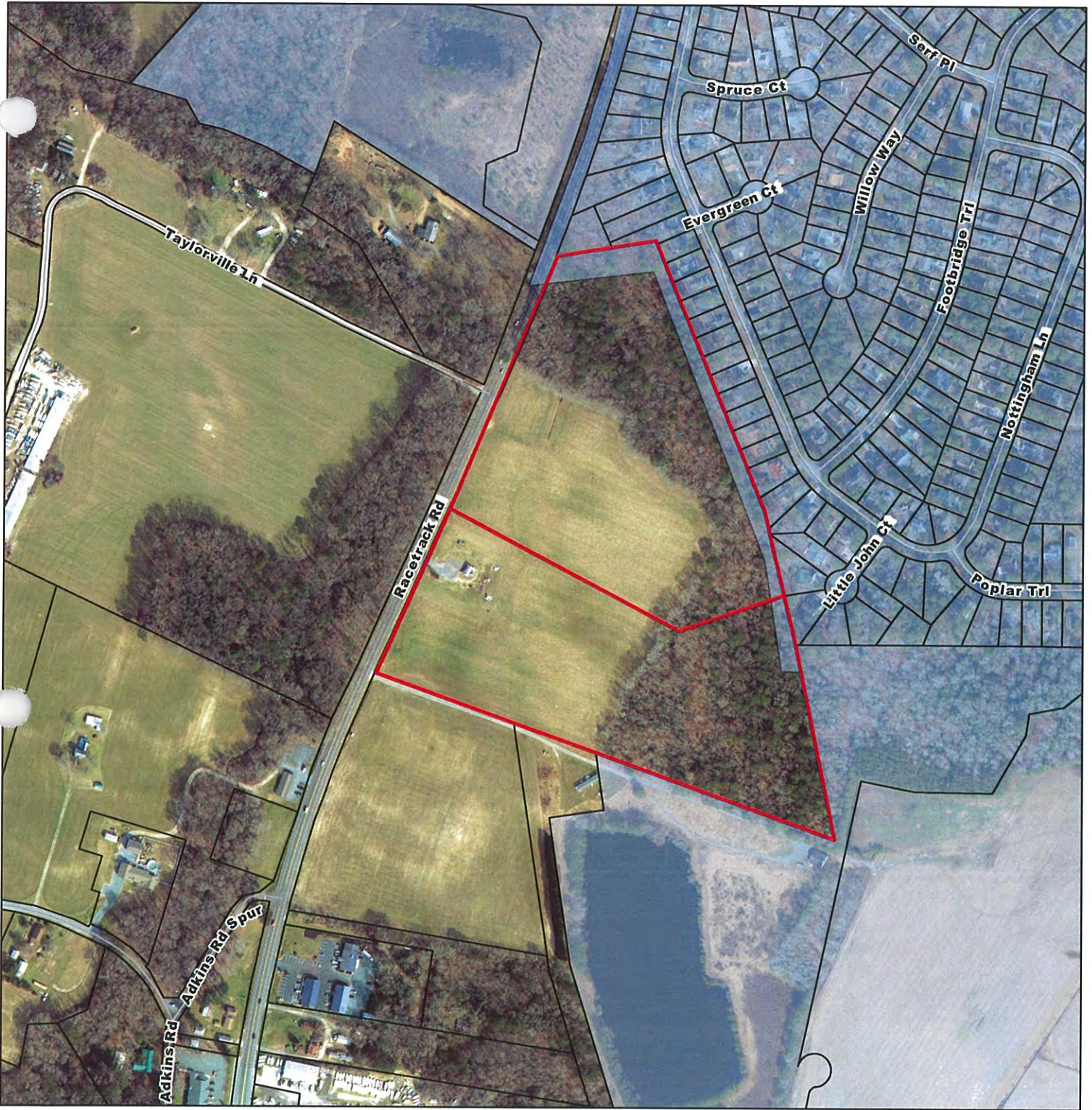
Search Result for WORCESTER COUNTY

View Map		View GroundRent Redemption				View GroundRent Registration				
Tax Exempt:		Special Tax Recapture:								
Exempt Class:		NONE								
Account Identifier:		District - 03 Account Number - 169863								
Owner Information										
Owner Name:		BURBAGE/MELSON INC				Use:		RESIDENTIAL		
Mailing Address:		9919 STEPHEN DECATUR HWY BERLIN MD 21811-2674				Principal Residence:		NO		
						Deed Reference:		/03971/ 00220		
Location & Structure Information										
Premises Address:		RACETRACK RD BERLIN 21811-0000				Legal Description:		AG PAR B 16.01 ACS E SIDE OCEAN DOWNS ROAD MIN SUB BURBAGE/MELSON		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	217065
0021	0008	0086		0000			PAR B	2019	Plat Ref:	0217/0065
Special Tax Areas:		Town:				NONE				
		Ad Valorem:								
		Tax Class:								
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use		
						18.0100 AC		000000		
Stories	Basement	Type	Exterior	Full/Half Bath	Garege	Last Major Renovation				
Value Information										
		Base Value		Value		Phase-in Assessments				
				As of 01/01/2016		As of 07/01/2018		As of 07/01/2019		
Land:		95,000		95,000						
Improvements		0		0						
Total:		95,000		95,000		95,000				
Preferential Land:		0								
Transfer Information										
Seller:		Date:				Price:				
Type:		Deed1:				Deed2:				
Seller:		Date:				Price:				
Type:		Deed1:				Deed2:				
Seller:		Date:				Price:				
Type:		Deed1:				Deed2:				
Exemption Information										
Partial Exempt Assessments:		Class		07/01/2018		07/01/2019				
County:		000		0.00						
State:		000		0.00						
Municipal:		000		0.00		0.00				
Tax Exempt:		Special Tax Recapture:								
Exempt Class:		NONE								
Homestead Application Information										
Homestead Application Status: No Application										

# Attachment 2

# Maps





**Legend**

- Proposed W-1 Expansion
- Ocean Pines Water Service Area - W-1

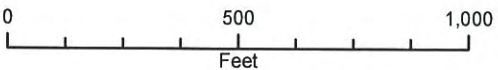
**Water Service Areas**



Tax Map: 21  
Parcel: 66-A & 66-B

Proposed Expansion of Sanitary Service Area  
W-1, W-1 Proposed

Prepared by Worcester County Environmental Programs, October 26, 2018  
Parcel boundaries are approximate.  
This map is for planning purposes only.  
Aerial image 2016.







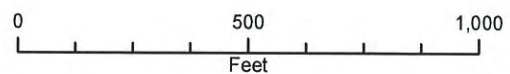
**Legend**

- Proposed S-1 Expansion
- Ocean Pines Sewer Service Area - S-1

**Sewer Service Areas**

Tax Map: 21  
Parcel: 66-A & 66-B

Proposed Expansion of Sanitary Service Area  
S-1, S-1 Proposed



Prepared by Worcester County Environmental Programs, October 26, 2018  
Parcel boundaries are approximate.  
This map is for planning purposes only.  
Aerial image 2016.



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**§ PW 5-305. Sanitary service areas, sub-areas and amendments.**

- (a) Criteria for establishment. A sanitary service area may be created only if it can be demonstrated, and the County Commissioners find that the establishment is (1) necessary for the existing or future health, safety and welfare of the public in general or is in the best interest of the county at large, and (2) feasible financially and from an engineering standpoint. A sanitary service area may include non-contiguous parcels. Parcels wholly within the boundaries of a service area may be excluded from the service area.
- (b) Procedure. The procedure for the establishment of a sanitary service area, sub-area or amendment thereto shall be as follows:
- (1) Initiation of the process for sanitary service areas or sub-areas to be established or amended may be by petition or by action of the County Commissioners as follows:
    - A. By petition. The owner or owners of property may petition the County Commissioners for the establishment of a sanitary service area to serve that sub-area or amendment thereto. The petition must describe the geographic area proposed for the sanitary service area, sub-area or amendment. The petition shall be on such forms as prescribed by the County Commissioners and must be signed by not less than 67% of the property owners in the proposed service area, sub-area or amended area. The petition shall be accompanied by a plat of the proposed service area, drawings, maps, plans, studies, construction information and other information as may be required by the County Commissioners.
    - B. By action of the County Commissioners. If the County Commissioners determine that the establishment of a sanitary service area, sub-area or amendment thereto may be desirable in accordance with the criteria in this Subtitle, then the Commissioners may pass a resolution providing for an investigation of such proposed sanitary service area, sub-area or amendment.
  - (2) Action on Petition or Resolution. The Commissioners shall make an investigation and evaluation of the proposal set forth in the petition or resolution. In evaluating the proposal, the Commissioners shall consider the following:
    - A. Desirability of the facility for comfort, convenience, health, safety and welfare of the people who will or in the future may be served by the proposal.
    - B. Feasibility of construction and operation from an engineering standpoint as well as from an economic standpoint of the proposal.
    - C. Whether or not the proposal is in the best interest of the public health, safety and welfare of all residents of the county.
    - D. Whether or not the proposal will not be unduly detrimental to the environment of the county.
    - E. Whether or not the design and operation of any facility included in the proposal is in accordance with all required permits and applicable standards.

- (3) Hearing. The Commissioners shall hold at least one public hearing on the proposed establishment of a sanitary service area, sub-area or amendment thereto which shall be advertised at least once per week for two consecutive weeks prior to the hearing in a newspaper of general circulation in the area of the proposed action. The public hearing may be held in conjunction with any other public hearing required for the approval of the proposal.

A. (Reserved)\*

- (4) Approval/Disapproval. Following the public hearing the Commissioners may approve the proposal and establish a service area, sub-area or amend the same by resolution. The resolution shall specify and include: (1) the name of the service area or sub-area; (2) a geographic description of the service area or sub-area; (3) a description of the proposed sanitary facilities and a plan and schedule for the construction of the facilities; (4) the number of equivalent dwelling units to be served in the sanitary service area or sub-area; (5) an allocation of the equivalent dwelling units for existing parcels and for parcels planned for development; and (6) such other matters as the County Commissioners may deem appropriate. A copy of the resolution agreement implementing same and a plat of the boundaries of the service area or sub-area shall be recorded among the land records of the county. The County Commissioners may deny the proposal if it is found that the proposal is not necessary for the existing or future health, safety and welfare of the public in general or if the proposal is not feasible financially or from an engineering standpoint. Should construction of any facilities fail to commence within ten years from the date of the resolution, the County Commissioners may dissolve the service area or sub-area as herein provided. The decision of the County Commissioners shall be final. The resolution shall establish a special taxing district.
- (5) Cost and fees. In the case of a petition, all costs expended and fees, as from time to time prescribed by the County Commissioners, shall be paid by the petitioners at such time as demanded by the County Commissioners, provided, however, that the County Commissioners may determine that in a case where the petition is for the correction of existing conditions which are hazardous to the public health and the environment, the Commissioners may waive the fees or costs. In addition, the County Commissioners may pay such fees and costs and charge them to the service area or sub-area upon its establishment. Nothing herein shall preclude the County Commissioners from making other expenditures for studies or evaluations necessary to protect the health, safety and welfare of the people of the county and the environment.

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8. Editor's Note: Former Subsection (b)(3)A, which provided special provisions for hearings in the Ocean Pines Sanitary Service Area, was repealed 9-16-2003 by Bill No. 03-9.

§ PW 5-306. Services outside service area. [Amended 8-16-2005 by Bill No. 05-11; 12-20-2005 by Bill No. 05-15]

- (a) Extension of services outside service area. The County Commissioners may allow sanitary services to be extended outside the boundaries of a service area to provide service by contract to another sanitary service area, shared sanitary facility, County project or facility, as determined by the County Commissioners. In all such cases the recipient of such service shall fairly compensate the sanitary service area providing service for maintenance and operation cost and for a proportionate share of the value, as determined by the County Commissioners, of the sanitary facilities required to provide the service. In emergency circumstances, service may be provided to an individual property. In the case of providing service to an individual property, the Commissioners must determine that such service is required because of a bona fide health or environmental emergency. The procedure for providing service outside the service area shall be the same as the procedure for an amendment to a sanitary service area set forth in § PW 5-305 of this Article based upon a petition filed by the owner or owners of the property requesting service or by action of the County Commissioners. The County Commissioners, in order to provide service outside the sanitary service area by contract, shall make all of the factual findings required by § PW 5-305, and the proposal must meet with all of the requirements of this section as well as the requirements of § PW 5-305. In cases where services are provided by contract outside of a sanitary service area the County Commissioners may establish rates and fees at the time of the resolution providing for such service. Such rates may be higher or lower than the rate charged within the sanitary service area providing service as determined by the County Commissioners for good cause. All rates and fees shall be subject to the annual budgetary process of § PW 5-310.
- (b) Temporary services. Upon a recommendation by the Department of Public Works, in cases where it is determined necessary, appropriate, or desirable by the County Commissioners, temporary treatment of wastewater generated in one sanitary service area may be provided in another sanitary service area and/or potable water may be supplied from one sanitary service area to another sanitary service area, provided such temporary arrangement does not exceed three hundred sixty-five consecutive days and provided an agreement shall be entered into between the service areas and executed on behalf of the County Commissioners by the Department of Public Works. No arrangement for inter-service area wastewater treatment or supply of potable water shall be made in cases where the wastewater treating area or potable water supplying area lacks sufficient capacity for such service.

§ PW 5-307. Construction of sanitary facilities.

- (a) Construction by developer. Where the proposed sanitary facilities are intended to serve land which is substantially vacant and undeveloped, the developer shall be required to enter into an agreement with the County Commissioners to provide for the construction of the facilities. The agreement shall provide: (1) that the developer shall secure all necessary permits for the benefit of the county, and which may not be modified without the consent of the county, and shall construct the facilities in accordance with all required permits and applicable standards; (2) that the developer shall deed to the county



free and clear of all encumbrances, at the time of the recordation of any subdivision plat or final approval of any site plan all parcels reserved for construction of sanitary facilities; (3) that the developer shall warrant the construction and performance of the sanitary facilities for a period of not less than two years from the date of acceptance by the county and shall post construction and maintenance bonds in an amount to guarantee the warranty which in the case of a maintenance bond shall be no more than 50% of the actual cost of all equipment; (4) that upon completion of the facility and final inspection, approval and acceptance by the county, the developer shall transfer all permits and all those portions of the facility which are not already county property to the county free and clear of all liens and encumbrances and the county shall then assume operational control of the sanitary facilities; (5) for a cash deposit, if required by the resolution establishing the service area, for not less than one year of operation including reasonable reserves for replacement; (6) such requirements for payment of contractors and suppliers as may be required; (7) for any construction bond required by any applicable law or regulation; (8) for any reimbursement to developer for service provided from the facility to third parties and any formula relating thereto; and (9) for such other matters as may be determined by the County Commissioners to be necessary and appropriate. The agreement shall be recorded in the land records of Worcester County at the expense of the developer. Any sanitary facilities constructed by the developer must be of such a capacity to provide service for each equivalent dwelling unit reflected on the developer's subdivision plats or site plans. The County Commissioners may require a developer to construct sanitary facilities of a size and capacity greater than that necessary to serve the proposed development when that additional capacity is needed to serve other existing parcels within the service area. In such a case, those existing parcels shall be established as a sub-area and the sub-area shall be liable for reimbursing the developer for its proportionate share of the costs of the sanitary facilities constructed by the developer.

- (b) Construction by county. Where a sanitary service area or sub-area has been established, the sanitary facilities shall be constructed, expanded or upgraded by the county in accordance with the following procedures.
- (1) The County Commissioners shall cause to be made such studies, plans and specifications as may be necessary to solicit bids and determine the actual cost for the construction and operation of the proposed sanitary facilities.
  - (2) The County Commissioners shall hold a public hearing on the cost of the project, which hearing shall be advertised at least once per week for two weeks prior to the hearing in a newspaper of general circulation in the area of the proposed service area. At the hearing the Commissioners may ask for the vote of each property owner in the service area as to whether the project should be constructed but shall not be bound by said vote.
  - (3) Following the public hearing the County Commissioners may approve or reject the project for construction. If approved, the County Commissioners may advance funds or may issue bonds as may be authorized by Public General Law, for the construction of the project. The costs incurred in constructing the project shall be considered a debt of the sanitary service area which debt shall be repaid through the levying of and payment of assessments as provided for in this Subtitle.

- (c) Standards. The County Commissioners may, by resolution, adopt codes and standards for the construction, operation and use of sanitary facilities.

**§ PW 5-308. Operation of sanitary facilities.**

Sanitary facilities shall be operated by the Worcester County Department of Public Works, provided that the County Commissioners may contract with qualified private operators or enter into leases with private operators to operate sanitary facilities.

**§ PW 5-309. Plat approval and building permits. [Amended 7-13-1999 by Bill No. 99-4]**

- (a) Conditions of approval and permit issuance. No subdivision plat may be recorded or site plan finally approved for any development in a sanitary service area until the sanitary facilities have either been completely constructed and in operation or the construction is provided for by agreement with the County Commissioners and has been adequately bonded to the county. No building permit for any structure in a sanitary service area shall be issued until the county shall determine that the construction of the sanitary facilities is substantially completed as determined by the County Commissioners upon the advice and the recommendation of the County Environmental Programs Administrator and, if the facilities are being constructed by a developer, that the remaining work is adequately bonded to the county. No occupancy permit shall be issued for any structure in a sanitary service area until the sanitary facilities are completed and are operating to the satisfaction of the county and have been transferred to the county.

- (1) Notwithstanding the provisions contained in Subsection (a) above, permits for no more than four model homes may be issued for any subdivision where the proposed water supply system and/or sewage disposal system have been approved by the Department of the Environment but not constructed, subject to the following:
- A. The water supply system and/or sewage disposal system have been bonded in their entirety to the satisfaction of the County Commissioners.
  - B. There shall be no water supply extended to the model homes.
  - C. All plumbing shall terminate at the building foundation.
  - D. Model home owners/developers shall utilize the model homes only for display purposes and they must not be either sold or occupied for any purpose until the water supply system and/or sewage disposal system are available to serve them. Agreements to this effect must be signed by all owners/developers, contractors and lienholders and recorded in the land records of Worcester County.

**§ PW 5-310. Budget, assessments and charges.**

- (a) Service area budget. The County Commissioners shall each year, by resolution, approve and adopt a budget for each service area which shall specify estimated expenses of the

service area or sub-area and the assessment, user charge and accessibility rates, as well as any other authorized fees and charges, necessary to balance estimated expenditures. The County Commissioners may also approve and adopt such supplemental budgets and assessments and charges in accordance with the procedures set forth in this section, as may be necessary to meet emergency or unexpected conditions and expenses, including partial year budgets and levies. The expenses of the service area may also include a portion of any consolidated administrative, financial, engineering and maintenance expenses which are allocated to the service area on a proportionate basis.

- (b) Assessments. The County Commissioners shall levy assessments by resolution on all properties within the sanitary service area or sub-area for the sole purpose of raising funds to retire any indebtedness of the service area or sub-area incurred for the purpose of acquiring or constructing sanitary facilities. The assessments shall be levied uniformly on an equivalent dwelling unit basis. If no new assessment is made, then the prior year assessment shall continue for the ensuing year. Each parcel within the service area shall annually, by resolution, be assigned an equivalent dwelling unit rating based upon its actual use or, in the case of vacant land, be assigned a one equivalent dwelling unit rating unless the vacant land has been approved for a greater number of equivalent dwelling units either by site plan approval, preliminary plat approval, or other development plan approval allowing for an allocation of water or sewer service, or other contracted agreement providing for water or sewer service, in which case the rating shall be based upon the number of equivalent dwelling units provided for in such approval, plat, plan or agreement. The County Commissioners may make adjustments in assessments in cases of lots which are determined by the County Commissioners to be lots not intended for sewer or water facilities or where water or sewer facilities provided in the service area or sub-area are not planned to be extended to such lot. In the case of unplatted areas subject to assessment on account of any such approval, the resolution may provide for a charge per equivalent dwelling unit of less than one hundred percent. The County Commissioners shall make a semiannual assessment levy, at one-half the annual rate, for parcels which first become subject to assessment or for which the equivalent dwelling unit rating is changed, after the beginning of the levy year and before the 180th day of the year. The assessment rate per equivalent dwelling unit shall be made each year, by resolution, such that the total assessment levy for that year is sufficient, but not in excess of the amount necessary except allowing for a reasonable reserve for uncollected assessments, to pay the indebtedness due for that year.
- (c) User charges. The County Commissioners shall levy, by resolution, user charges for all customers in the service area or sub-area actually connected to sanitary facilities. The user charges shall be based upon the best available determination of the volume of water used or wastewater discharged. The user charges shall be set on an annual basis in an amount, when added to any accessibility charges collected, sufficient to pay all operating and maintenance costs of the sanitary service area or sub-area including reasonable reserves for replacements.
- (d) Special service fees. The County Commissioners may establish, by resolution, and charge special service fees required to be paid for special services provided by the county. Such fees shall be based upon the cost to the county to provide any such service.

- (e) Accessibility charges. Where the customer base is insufficient to generate sufficient user charges to reasonably pay annual maintenance and operation expenses, the County Commissioners may levy, by resolution, accessibility charges for all parcels in the service area which are not yet actually connected to sanitary facilities. The Commissioners shall classify parcels based upon the degree to which the sanitary facilities are considered to be readily accessible.
- (f) Late fees and interest. The County Commissioners may also establish, by resolution, late fees and administrative charges required to be paid and interest charges for any assessments, charges or fees which are not paid in the time prescribed.
- (g) Contract charges. Where there is an existing agreement as described in § PW 5-313 hereof with respect to sewer or water services in any service area, then in such event, any charges as agreed to, authorized by, or set forth in such agreement, including any charges agreed to be made to persons similarly situated and not parties to any such agreement and specifically including all charges included in an agreement between Worcester County Sanitary District, County Commissioners of Worcester County, institutional service corporation, Maryland Marine Utilities, Inc., and 589 Corporation, dated July 14, 1987, and all exhibits thereto may be made by the County Commissioners within that service area pursuant to such agreement. Any such charges authorized by an amendment to such agreement may also be made.
- (h) Discontinuance of water services. If any bill for water service remained unpaid (1) after sixty days from the date of mailing for annual and semiannual bills; or (2) after thirty days from the date of mailing for all other bills, the department shall give written notice, left upon the premises or mailed to the last known address of the owner, that the water service will be terminated in ten (10) days and not reinstated until said bill, late fees, interest and a reconnect fee of fifty dollars have been paid.
- (i) Collection of unpaid charges. Unpaid assessments, charges and fees shall be collected in the same manner as real estate taxes, shall constitute liens in the same manner as real estate taxes, and shall be subject to all laws with respect to real estate taxes.
- (j) Public hearing. Before adopting any resolution establishing or changing any assessment rate, user charge rate or availability charge rate, the County Commissioners shall hold a public hearing, which hearing shall be advertised at least once per week for two weeks prior to the public hearing in the area of the service area, on said rates at which hearing the property owners and customers shall have an opportunity to be heard regarding the service area budget or the proposed rates.
- (k) Interim forms of assessments and charges. In addition to the other powers set forth in this section, the County Commissioners may, in lieu of assessments based upon equivalent dwelling units as provided for under Subsection (b) hereof, levy benefit assessments, in the West Ocean City Sanitary Service Area, for the year 1994/95, by resolution, based upon front footage in accordance with existing formulae or systems.
- (l) Continuation of budgets and assessments. In the event the County Commissioners do not adopt a budget or make an assessment for a service area or service areas, the prior year budget and assessment shall continue for the ensuing year in that service area.

- (m) Assessment appeals. Any person alleging an error in the application of the criteria or standards used in determining the number of equivalent dwelling units assessed, or in the calculation of some other method of assessment allowed under the provisions of this section, or the procedures adopted to implement the assessment system, shall be entitled to appeal, in individual cases, such assessments to the County Commissioners within such time periods and in accordance with such procedures as the County Commissioners may from time to time adopt by resolution. There shall be no appeal from the assessment methods or procedures. In the event of a reduction in assessment, the property owner shall be entitled to a refund for the then current year only.

**§ PW 5-311. Dissolution.**

Where the County Commissioners determine that a sanitary service area or sub-area is no longer necessary based upon the criteria set forth in § PW 5-305(b)(2)A through § PW 5-305(b)(2)E, the sanitary service area or sub-area may be dissolved in accordance with the procedures in this Subtitle for establishment.

**§ PW 5-312. Additional provisions.**

Nothing contained in this Subtitle shall be construed to limit or diminish any other powers or authority relating to the provision of water or wastewater service granted to the county under the Environment Article of the Annotated Code of Maryland or any other provisions of public general law. Where such other powers are in conflict with provisions of this Subtitle then the provisions of this Subtitle shall govern without any such limitation.

**§ PW 5-313. Effect on existing agreements.**

Nothing in this Subtitle shall abrogate or amend any such terms of any legally enforceable agreement entered into between any developer or sanitary service area and the Worcester County Sanitary District or the County Commissioners enforceable and in effect on the effective date hereof (including, but not limited to, the agreement made on the 25th day of November, 1997, by and between MH Utilities Corporation, Mystic Harbour Water and Wastewater Services, Inc. and the Worcester County Commissioners) to the extent that the provisions of this Subtitle are in conflict with matters specifically and directly addressed in said terms, otherwise the provisions of this Subtitle shall apply. Specifically, however, where such agreements provide for transfer of facilities, expansion of service areas, or service outside service areas, then the provisions of the agreement shall govern.

**§ PW 5-314. Decision of Commissioners to be final.**

Any person who has been denied a permit, license or approval by any county department or official acting pursuant to this Subtitle may, in writing within 30 days of such action, apply to the County Commissioners for a review of such action. The Commissioners shall provide the applicant with a right to be heard thereon upon at least 15 days notice. The decision of the Commissioners shall be final and not subject to any appeal to any board or court.