



COMMISSIONERS  
THEODORE J. ELDER, PRESIDENT  
ERIC J. FIORI, VICE PRESIDENT  
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JOSEPH M. MITRECIC  
DIANA PURNELL

OFFICE OF THE  
COUNTY COMMISSIONERS

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103  
SNOW HILL, MARYLAND  
21863-1195

WESTON S. YOUNG, P.E.  
CHIEF ADMINISTRATIVE OFFICER  
CANDACE I. SAVAGE, CGFM  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

## PROCLAMATION

**WHEREAS**, during National Suicide Prevention Month, we stand with Jesse Klump Memorial Fund, Life Crisis, and Worcester County Health Department representatives to recognize that suicide is a profound public health challenge that touches families, friends, and communities countywide; yet, it is preventable when we come together to understand risk, promote compassionate, evidence-based treatment, and share messages of hope, recovery, and resilience; and

**WHEREAS**, community partnerships are vital to break down stigmas, create connection, and ensure that suicide prevention efforts are inclusive and locally tailored to provide pathways to support, continuity of care, and respect for each individual's story.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby recognize September as **Suicide Prevention Month** and call upon all residents to support those in crisis, uplift survivors, and build a community where every life is valued and cherished.

Executed under the Seal of the County of Worcester, State of Maryland, this 2<sup>nd</sup> day of September, in the Year of Our Lord Two Thousand and Twenty-Five.



\_\_\_\_\_  
Theodore J. Elder, President

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Eric J. Fiori, Vice President

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Anthony W. Bertino, Jr.

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Madison J. Bunting, Jr.

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Caryn G. Abbott

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Joseph M. Mitrecic

\_\_\_\_\_  
Diana Purnell

*Citizens and Government Working Together*



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COUNTY ATTORNEY

## COMMENDATION

**WHEREAS**, Dale Rohl has contributed 20 years of dedicated service to the Pocomoke Branch of the Worcester County Library where she began her career as a library services assistant on August 26, 2005; and

**WHEREAS**, Ms. Dale's expertise and experience as a library services assistant III have been instrumental in supporting the mission of the Library. She exemplifies the best of Worcester County, providing the community with access to ideas that inform, entertain, and inspire. She has nurtured the love of reading in the community and helped narrow the digital divide. She has worked to raise awareness of library programs and services and assisted thousands of patrons during her twenty-year career.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend **Dale Rohl** for her years of devoted service, and we wish her a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 2<sup>nd</sup> day of September, in the Year of Our Lord Two Thousand and Twenty-Five.



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Diana Purnell

*Citizens and Government Working Together*



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | [www.PlayMarylandsCoast.org](http://www.PlayMarylandsCoast.org)

## MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
Candace Savage, Deputy Chief Administrative Officer  
FROM: Kelly Rados, Director of Recreation & Parks  
DATE: August 21, 2025  
SUBJECT: Joint Use Agreement with Worcester Preparatory facilities

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Please find the attached Joint Use Agreement between our Recreation & Parks Department and Worcester Preparatory School regarding parking facilities and athletic fields, for your approval. This collaborative agreement will formalize the shared use of Northern Worcester Athletic Complex and WPS for youth sports and recreational events.

Through this agreement, two athletic fields will be made available for use by our Department on two weekends out of the year. This will help our Department in growing current tournaments and/or in attracting new tournaments to the area that may need additional fields in proximity to Northern Worcester Athletic Complex. In addition, this would allow Worcester Preparatory School access to the park for their cross-county running and other sports programs. The sharing of parking facilities will also be available with prior approval.

Attachment – Joint Use Agreement

cc: Jacob Stephens, Deputy Director of Recreation & Parks

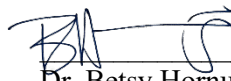


MEMORANDUM OF AGREEMENT  
BETWEEN  
WORCESTER COUNTY RECREATION & PARKS (MD)  
AND  
WORCESTER PREPARATORY SCHOOL

SUBJECT: This Memorandum signed by both parties represents an agreement whereby the Northern Worcester Athletic Complex (NWAC) and Worcester Preparatory School (WPS) engage in a joint use agreement for their respective facilities, where such use is acceptable to both parties.

1. Background: The NWAC and WPS are adjacent properties and have worked cooperatively in the past. This cooperation has taken the form of using each other's parking facilities with prior approval when events warranted it as well as WPS use of certain NWAC athletic fields for its sports programs with prior approval from NWAC.
2. On a case by case basis, both parties agree to continue this cooperation. Each party is free to reach out to the other in advance to request use of the other's facilities. The requestee is free to grant or deny use of facilities based on the needs of its own organization but should try to extend cooperation wherever possible. Specifically:
  - a. WPS requests use of a portion of NWAC for cross-country running.
  - b. The County requests use of [2] WPS fields on June 13-14, 2026 and one other date to be determined.
3. Where joint use of facilities has been approved, both parties agree not to charge the other use fees whenever possible.
4. This agreement is in effect on August 15, 2025 and continues until expiration on August \_\_ 2026 unless extended or modified by mutual consent of both parties. Either side may rescind this agreement or withdraw an approved use of facilities by the other with 30 days' notice.
5. Point of contact at WPS for this agreement is Mike Grosso, Assistant Head of School. 410-641-3575; email: mgrosso@worcesterprep.org; POC for NWAC is Kelly Rados, Director of Recreation & Parks, 410-632-2144 ext. 2505 email: krados@worcestermd.gov.

Worcester Preparatory School

  
\_\_\_\_\_  
Dr. Betsy Hornung  
Head of School

August 15, 2025  
\_\_\_\_\_  
Date

County Commissioners of Worcester County

\_\_\_\_\_  
Weston S. Young  
Chief Administrative Officer

\_\_\_\_\_  
Date





Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | [www.PlayMarylandsCoast.org](http://www.PlayMarylandsCoast.org)

**MEMORANDUM**

TO: Weston S. Young, Chief Administrative Officer  
Candace Savage, Deputy Chief Administrative Officer  
FROM: Kelly Rados, Director of Recreation & Parks  
DATE: August 21, 2025  
SUBJECT: Special Use – South Point Boat Ramp

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We received a request from Maryland Coastal Bays to utilize South Point Boat Ramp to dismantle their nesting platform September 3 - 5, 2025. This project is in partnership with the Maryland DNR, the Maryland Coastal Bays Program and Audubon Mid-Atlantic, and consists of an artificial nesting island made up of wooden rafts that gets rolled in and out each spring and fall.

Dismantling the platform is expected to take just half a day, but they would like to allow for two additional days in the event of inclement weather. The project will be handled by a small team of DNR, Maryland Coastal Bays staff and volunteers. This activity will not interfere with public boating activities.

The use of South Point Boat Ramp for this project has been approved by the Commissioners since 2001. Our Department has reviewed this request and does not have any conflicts or concerns.

Attachments

cc: Jacob Stephens, Deputy Director Recreation & Parks  
Darcy Billetdeaux, Parks Superintendent



## MARYLAND COASTAL BAYS PROGRAM

8219 Stephen Decatur Highway  
Berlin, Maryland 21811  
(410) 213-2297 - PHONE  
[www.mdcoastalbays.org](http://www.mdcoastalbays.org)

August 18, 2025

Ms. Rados

Director of Recreation and Parks

6030 Public Landing Road

Snow Hill, MD 21863

Dear Director Rados,

This letter is to inform you of our intent to dismantle our nesting platform from its location in Chincoteague Bay to the South Point Boat ramp the week of September 3<sup>rd</sup>-5<sup>th</sup>, 2025. This is earlier than previous years and a priority due to the hurricane activity forming in the Atlantic. This project, a partnership with the Maryland DNR, the Maryland Coastal Bays Program and Audubon Mid-Atlantic, has had a successful year again fledging over 400 chicks this year of State-Listed Endangered Common Terns.

The Worcester County Commissioners have approved the use of the South Point Boat Ramp for this project since 2021. The last four years' results were very encouraging as we had 23 nesting pairs the first year and over 300 pairs the last three years.

Dismantling of the platform is expected to occur Wednesday, September 3<sup>rd</sup>-5<sup>th</sup>, weather dependent, but should only take one day to return to land. The previous four years we've been finished by 1 p.m., starting at 8 a.m. The platforms are stored on private property adjacent to the South Point Boat Ramp. We are expecting this to take less than a full day but will leave room for two days for any unexpected weather event.

The rafts will be towed by boat from our site in Chincoteague Bay by a small team of DNR, Maryland Coastal Bays staff and a small number of experienced volunteers who have worked with us before. We do not expect this activity to interfere with public boating activities in any way. We will prioritize any boaters who wish to launch vessels during the raft dismantling and continue to provide them with the right-of-way.

Please let me know if you have any concerns. We appreciate the use of the ramp and your support, and look forward to our continued partnership working with you on this important conservation project. Please contact me or the project staff listed below if you have any questions.

Sincerely



Kevin Smith  
Executive Director  
Maryland Coastal Bays Program

Project Staff contacts:

Kim Abplanalp, Maryland Coastal Bays Program; [kabplanalp@mdcoastalbays.org](mailto:kabplanalp@mdcoastalbays.org) 410-651-5999

Roman Jesien, Maryland Coastal Bays Program; [rjesien@mdcoastalbays.org](mailto:rjesien@mdcoastalbays.org) 410-375-6431

David Brinker, Maryland DNR; [dave.brinker@maryland.gov](mailto:dave.brinker@maryland.gov) 410-213-2279



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

<http://www.co.worcester.md.us/departments/drp>

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
FROM: Jennifer K. Keener, AICP, Director  
DATE: August 25, 2025  
RE: County Commissioners' Findings of Fact and Resolution - Rezoning Case  
No. 448 (Racetrack Plaza, LLC)

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Attached please find the County Commissioners' Findings of Fact and Resolution relative to the above referenced rezoning case. As you are aware, the public hearing was held by the County Commissioners on August 19, 2025, and the rezoning for Areas A and B was subsequently approved. Once the County Commissioners adopt and execute these Findings of Fact and Resolution, please forward signed copies to me so that we may notify the appropriate parties.

If you have any questions or need any further information, please do not hesitate to contact me.

IN THE MATTER OF

THE REZONING APPLICATION OF

RACETRACK PLAZA, LLC

\*  
\*  
\*  
\*  
\*

REZONING CASE NO. 448

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**FINDINGS OF FACT**

Subsequent to a public hearing held on August 19, 2025, and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby adopt the findings of the Worcester County Planning Commission and also make the following additional findings of fact as the County Commissioners' complete findings of fact pursuant to the provisions of Section ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland.

Regarding the specifics of Rezoning Case No. 448: This case seeks to rezone three petitioned areas (Areas A, B and C) on Tax Map 21, Parcel 79, consisting of 1.07 acres. The parcel is located on the westerly side of Racetrack Road (MD Route 589), Berlin, north of Griffin Road, south of Gum Point Road. The request is to reclassify the petitioned areas from RP Resource Protection District to C-2 General Commercial District. The petitioned areas are currently unimproved.

Applicant's testimony before the County Commissioners: Mrs. Keener read the Planning Commission's Exhibit No. 1 into the record. Mr. Mark Cropper, attorney for the applicant, then introduced the rezoning request, outlining the scope of the petitioned area. He stated that they are seeking zoning consistency with the Critical Area boundary between the Resource Conservation Area (RCA) and the Limited Development Area (LDA). Commercial activities are allowed in the LDA, but not the RCA. Mr. Cropper stated that the Planning Commission's findings were based on both a change in the character of the neighborhood, as well as a mistake. He noted that the 2019 sectional rezoning to C-2 General Commercial District was based on the change argument as outlined in Rezoning Case Nos. 392 and 396, which also defined the neighborhood. The mistake is because during a sectional rezoning, specific site characteristics of the individual parcels are not taken into consideration. Therefore, he argues that the rezoning of the petitioned areas is simply the correction of a mistake.

Mr. Frank Lynch, Jr., Maryland Registered Land Surveyor, was introduced as an expert witness. He noted that he was hired to aid with the development of the overall parcel. He concurred with Mr. Cropper's statements that the requested rezoning would be consistent with the revision to the Comprehensive Plan Land Use Map in 2024, and the rezoning of the petitioned areas would be consistent with the Critical Area boundaries. He also agreed that the goal is to have the LDA portion of the property be rezoned to C-2 District, and the RCA portion of the property shall remain as RP District.

Mr. Cropper stated that the Planning Commission gave a favorable recommendation to Areas A and B, even though Area C was included in the requested rezoning. With respect to Areas A and B, Mr. Cropper concurred with their findings and adopted their findings in favor of the change and mistake arguments. He noted that Area C was included in the rezoning exhibit which was reviewed extensively by staff and the Critical Area Commission. It is the applicant's opinion that Area C is more consistent with the LDA designation than the RCA designation. However, after reviewing the exhibit, the Critical Area Commission is recommending that Area C remain in the RCA designation on the draft Critical Area maps. While the applicant would like to include Area C in the requested rezoning to the County Commissioners, they do not want to negatively impact any potential favorable rezoning for Areas A and B.

Mr. Michael Luppachini, principal of Racetrack Plaza, LLC, stated that he concurred with the testimony provided by Mr. Cropper and Mr. Lynch, as well as the Planning Commission's recommendation as explained by Mr. Cropper.

Upon a question from the County Commissioners, Mr. Bob Mitchell, Director, Department of Environmental Programs, stated that based on the draft Critical Area maps, staff concurs with Areas A and B, but not C. He noted that the Critical Area Commission took into consideration the specific conditions of this property in their review, and Area C is intended to remain in the RCA.

The County Commissioners' findings regarding the definition of the neighborhood: The County Commissioners concur with the applicant's definition of the neighborhood as outlined in prior Rezoning Case Nos. 392 and 396.

The County Commissioners' findings regarding the claim of mistake: The County Commissioners concur with applicant's argument that the zoning district boundary should be consistent with the Critical Area designation boundary. Therefore, Areas A and B, which after review of Applicant's Exhibit A by the Critical Area Commission will be amended on the proposed Critical Area maps, will be consistent with this argument. The



Critical Area Commission has determined that Area C shall remain in the RCA, and therefore the rezoning of this portion of the petitioned area would not be consistent with the Critical Area designation. In addition, the Planning Commission provided a favorable recommendation for the rezoning of Areas A and B, but an unfavorable recommendation for Area C.

The County Commissioners' findings regarding population change in the area: The County Commissioners agree with the Planning Commission and concluded that there has been nominal population growth in the immediate vicinity of the petitioned areas.

The County Commissioners' findings regarding availability of public facilities: The County Commissioners agree with the Planning Commission and find that this property is in the W-6/S-6 Category (no planned service) of the Water and Sewerage Plan. Prior to being able to apply for public sanitary capacity, the owner would need to amend the Master Water and Sewerage Plan to include the subject property in the sewer and water planning areas for the Ocean Pines Sanitary Area. As outlined in Mr. Mitchell's memo, records indicate that the property includes an individual well and septic system, both installed in 1971 to serve the existing residence. However, the current functionality of the septic system is unclear. Expanding its capacity would depend on the results of a seasonal soil evaluation, which is unlikely to be favorable due to the presence of extensive non-tidal wetlands and subsurface conditions. These conditions must also meet the requirements set for Management Area A in the county's Groundwater Protection Report. Additionally, the existing well is not constructed in a manner suitable for supporting commercial development. The County Commissioners further acknowledged the Planning Commission's findings regarding the expansion of public facilities that have occurred in recent years, such as the sewer line on the Casino at Ocean Downs property south to serve Crabs to Go, as well as the sewer line to serve the Gum Point Road residential properties.

The County Commissioners' findings regarding present and future transportation patterns: Based upon the testimony presented, the County Commissioners found that this parcel has road frontage on MD Route 589 (Racetrack Road), a major collector highway. Road upgrades have occurred along MD Route 589 since the 2006 Comprehensive Plan and 2009 comprehensive rezoning as outlined in the staff report, including the installation of traffic lights at the Casino at Ocean Downs and the Atlantic General Hospital outpatient facility. Additional road improvements are proposed, but there is no defined timeframe for completion. The County Commissioners acknowledge that any road improvements and entrance designs will be determined by Maryland Department of Transportation, State Highway Administration during the review of site specific development plans and an access management permit.

The County Commissioners' findings regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: Based upon the Planning Commission's findings and the testimony presented, the County Commissioners find the request is consistent with the Findings of Fact in Rezoning Case Nos. 392 and 396 and Resolution No. 19-2 (sectional rezoning). In Rezoning Case No. 396, the Planning Commission and County Commissioners concluded that the defined neighborhood displays a mixture of land uses, with residential subdivisions and commercial uses being predominant. The Casino at Ocean Downs was also identified as a predominant feature. Furthermore, the existence of non-tidal wetlands and buffer property on the subject were acknowledged. While the adopted 2002 Critical Area maps are not fully consistent with the proposed rezoning, the consideration from the Critical Area Commission to amend the proposed draft Critical Area maps to align Areas A and B with the LDA/RCA boundary, as well as the portion of RCA that can be found in a north-south orientation along the westerly property line, would be consistent. However, Area C would not be consistent, as it is currently proposed to remain in the RCA designation, which does not allow for new commercial uses.

The County Commissioners' findings regarding compatibility with the County's Comprehensive Plan: The County Commissioners find that the property is designated as Commercial Center on the Land Use Map that was amended in 2024. This designation provides sufficient area to provide for anticipated needs for business, light industry, and other compatible uses. Pertinent objectives include locating new development in or near existing population centers and infilling existing population centers without overwhelming their existing character. Supply of commercially zoned land should be balanced with anticipated year-round residents and seasonal visitors. The County Commissioners also found that the request is consistent with the Findings of Fact in Rezoning Case Nos. 392 and 396 and Resolution No. 19-2 (sectional rezoning).

The County Commissioners' findings regarding the recommendation of the Planning Commission: The County Commissioners find that the Planning Commission concluded that there has been a change in the character of the neighborhood, and a mistake had been made with respect to Areas A and B only and that a rezoning of the two petitioned areas from RP Resource Protection District to C-2 General Commercial District is appropriate. The Planning Commission did not concur with the argument for mistake as it pertained to Area C, as it is designated as RCA on the proposed Critical Area maps, and new commercial uses are not permitted in the RCA. Having made the above findings of fact, the County Commissioners concur with the recommendation of the Planning Commission and generally adopt their findings of fact.

Decision of the County Commissioners: As a result of the testimony and evidence presented before the County Commissioners and the findings set forth above, the County Commissioners find there has been a change in the character of the neighborhood, that a mistake was made due to an inconsistency with the proposed draft Critical Area maps, and that a rezoning of the petitioned areas A and B is appropriate, and approved the zoning map amendment from RP Resource Protection District to C-2 General Commercial District for petitioned areas A and B. Furthermore, the County Commissioners did not concur with the argument for mistake as it pertained to Area C, as it is designated as RCA on the existing and proposed Critical Area maps, and new commercial uses are not permitted in the RCA. Therefore, the County Commissioners retained the RP Resource Protection District zoning classification for this portion of the petitioned area.

Adopted as of August 19, 2025. Reduced to writing and signed \_\_\_\_\_,  
2025.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY

## ZONING RECLASSIFICATION RESOLUTION NO. 25-

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, PURSUANT TO § ZS 1-113 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, CHANGING THE ZONING CLASSIFICATION OF CERTAIN PARCEL OF LAND SHOWN ON TAX MAP 21 AS PARCEL 79, FROM RP RESOURCE CONSERVATION DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT.

WHEREAS, pursuant to § ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, Racetrack Plaza, LLC, applicant, and Mark Cropper, applicant's attorney, filed a petition for the rezoning of three areas consisting of approximately 1.07 acres of land shown on Tax Map 21 as Parcel 79 ("petitioned areas"), located on the westerly side of Racetrack Road (MD Route 589), north of Griffin Road and south of Gum Point Road, requesting a change in zoning classification thereof from RP Resource Protection District to C-2 General Commercial District; and

WHEREAS, the Worcester County Planning Commission gave the petition a favorable recommendation for the rezoning of Area A (0.8 acres) and Area B (0.01 acres) during its review on July 3, 2025, and an unfavorable recommendation for the rezoning of Area C (0.26 acres); and

WHEREAS, subsequent to a public hearing held on August 19, 2025, following due notice and all procedures as required by Sections ZS 1-113 and 1-114 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners found that there has been a substantial change in the character of the neighborhood as well as a finding of mistake. The findings of fact relative to the criteria as required by law are incorporated by reference;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County that the land petitioned by Racetrack Plaza, LLC, applicant, and Mark Cropper, applicant's attorney, and shown on Tax Map 21 as Parcel 79, further defined as Areas A and B on the rezoning exhibit are hereby reclassified from RP Resource Protection District to C-2 General Commercial District. Area C as shown on the rezoning exhibit shall remain RP Resource Protection District.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, August 19, 2025.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | [admin@co.worcester.md.us](mailto:admin@co.worcester.md.us) | [www.co.worcester.md.us](http://www.co.worcester.md.us)

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: September 2, 2025  
RE: Request to Purchase – Brush Hog

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Public Works is requesting Commissioner approval to purchase a 15' Woods Bat Wing Brush Hog from Hooper, Inc. through a cooperative contract with Sourcewell. The total purchase price is \$28,357, which includes cost savings of \$17,008.


The existing Brush Hog is aging and no longer functioning reliably. It is in operation three to five days per week for nine months each year, maintaining all three closed sites, the Langmaid pit, and four cells at the Central Site.

Funding has been approved in the FY26 Solid Waste Division budget under account 680.7002.9010.070 Capital Equipment Heavy Equipment in the amount of \$50,000.

Sourcewell is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

Should you have any questions, please feel free to contact me.

# ITEM 5

 <b>SALES QUOTATION</b> <b>PURCHASE</b>		Seaford, DE 19973 (302) 629-3075		Name: Worcester County Landfill Address: 7091 Central Site Lane City/St/Zip: Newark, MD 21841	Acct: 2660 Phone: 410.632.3177 Date: 08/07/25				
		MRD		County: Worcester Email: Chankins@Co.Worcester.Md.Us					
		Qty	Tag Number	N/U	Model Code Catalog No	Machines And Attachments (INCLUDE SERIAL NUMBERS)	Selling Price		
		1	EQ287882	N		2023 Woods Equipment BW15.71W Rotary Cutter	\$0.00		
				Serial # - 10009150960001	\$0.00				
			1017030	WHEEL, 29 X 9 X 15 ARCFT TIRE ASY 5 BLT (QTY 6)	\$2,946.00				
			BASE	BW15.71W-SPRING LOADED - 631873	\$41,669.00				
			CS	CHAIN SHIELDING INCLUDED	\$0.00				
			LED	FACTORY INSTALLED LED LIGHT KIT - STD	\$0.00				
			PTO	1-3/8" 540 RPM CV DRIVE PTO	\$0.00				
				TOTAL LIST PRICE	\$44,615.00				
				SOURCEWELL DISCOUNT	-\$16,508.00				
				SETUP / PREDELIVERY	\$250.00				
				DELIVERY CHARGE	\$500.00				
				HOOBER AGED UNIT DISCOUNT	-\$500.00				
				PURCHASE PRICE	\$28,357.00				
				SOURCE WELL CONTRACT #21046 WORCESTER COUNTY					
Delivery		Will Call	PO#	Payment Terms: <input type="checkbox"/> Cash <input type="checkbox"/> Finance Rate _____ % Term _____ Mths Retail Finance Prog #: _____ Interest Start Date: _____ Payment Start Date: _____ Payments: Amount \$ _____ <input type="checkbox"/> Mthly <input type="checkbox"/> Qtrly <input type="checkbox"/> Semi-Ann <input type="checkbox"/> Annual <input type="checkbox"/> Case Physical Damage Insurance <input type="checkbox"/> Own Insurance _____ <input type="checkbox"/> Trade Lienholder / Acct # / Date: _____ <input type="checkbox"/> Clear of Liens? _____		GRAND TOTAL TRADE ALLOWANCE TRADE PAYOFF DUE SALES TAX TOTAL DUE FINANCE AMOUNT CASH AMOUNT			
Requested Delivery Date: _____		Warranty Start Date: _____				\$28,357.00			
Directions: _____						\$0.00			
						\$0.00			
						\$28,357.00			
Weight Bracket		Calcium - Rear	Set Tires						
Weights #		Calcium - Front	Other						
Tag #	Yr	Make / Model / Desc / Serial# / Hours			Payoff (If Applicable)	Trade Allowance	Over Allowance	Book Value	Asking Price
							\$0		
							\$0		
							\$0		
							\$0		
							\$0		
Customer									



TEL: 410-632-5623  
 FAX: 410-632-1753  
 WEB: co.worcester.md.us



**Worcester County**  
**DEPARTMENT OF PUBLIC WORKS**  
 6113 TIMMONS ROAD  
 SNOW HILL, MD 21863

**DALLAS BAKER JR., P.E.**  
 DIRECTOR

**CHRISTOPHER CLASING, P.E.**  
 DEPUTY DIRECTOR

**MEMORANDUM**

**TO:** Weston Young P.E., Chief Administrative Officer  
 Candace Savage, CGFM, Deputy Chief Administrative Officer  
**FROM:** Dallas Baker Jr., P.E., Director *Dallas Baker Jr*  
**DATE:** August 26, 2025  
**SUBJECT:** Guardrail for Georgetown Road

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Public Works is requesting Commissioner approval to overspend the FY 26 Roads account 100.1202.6600.025 – Roads Maintenance Contractual Services by \$15,442.00 for the installation of 73 linear feet of guardrail at 10412 Georgetown Road in Berlin (sketch attached). The specified address is on a sharp curve and the site of a recent single vehicle, off-road crash, in which the vehicle collided with the adjacent home. Additional signage was installed several months ago to alert motorists to the turn, and an advisory speed of 25 mph was posted. With the recent crash, additional safety precautions are warranted.

Per County procurement guidelines, three (3) quotes were solicited. SHA contractor L.S. Lee was contacted but acceptance and timing of the work depended on District 1's schedule, which was unknown. Guardrails Inc. was contacted but indicated their schedule was full and could not take on the work. Bay Coastal Contracting went to the location of the proposed work and provided the attached quote for \$15,442.00

The Roads contractual services account currently has enough funding to cover the proposed work, but the guardrail project was not anticipated when the budget was developed. Public Works will make every effort to keep the account within the approved budget, but the guardrail project may result in an overage. The request to overspend the account is proactive in nature.

Please let me know if there are any questions.

Attachments

CC: Kim Reynolds  
 Chris Clasing  
 Kevin Lynch





11843 Man O War Lane  
Berlin, MD 21811

**Proposal**  
**08.08.2025**

410.251.3812  
baycoastal@hotmail.com

Owner: Worcester County Roads  
Address: 5764 Worcester Highway  
Snow Hill, MD 21863

Phone: 410.632.2244  
Email:  
Attn: Kevin Lynch

**We hereby submit estimates for the following: Installation of new guardrail system  
Berlin, MD 21811**

**Job Location: 10412 Georgetown Road Berlin, MD21811**

**Job Description: Furnish and install approximately 73 linear feet of 31" high standard W-Beam Guardrail, with one (1) Type C End Treatment, and one (1) Type K End Treatment. All materials will be hot dipped galvanized coated steel. All posts to be driven in undisturbed earth.**

**See attached Standards for Traffic Barrier/Guardrails**

**Total Lump Sum \$ 15,442.00**

**PAYMENTS TO BE MADE AS FOLLOWS: Balance due upon completion. .**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Proposals involving the purchase of steel products have a valid price for up to fifteen days; all others are valid for thirty days. Any invoice not paid within the terms of the proposal will be subject to interest of 1.5% per month and any necessary attorney fees. Our workers are *fully covered by Workman's Compensation Insurance*.

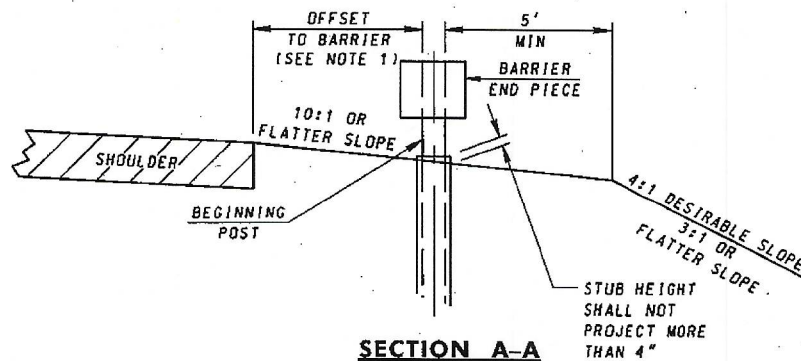
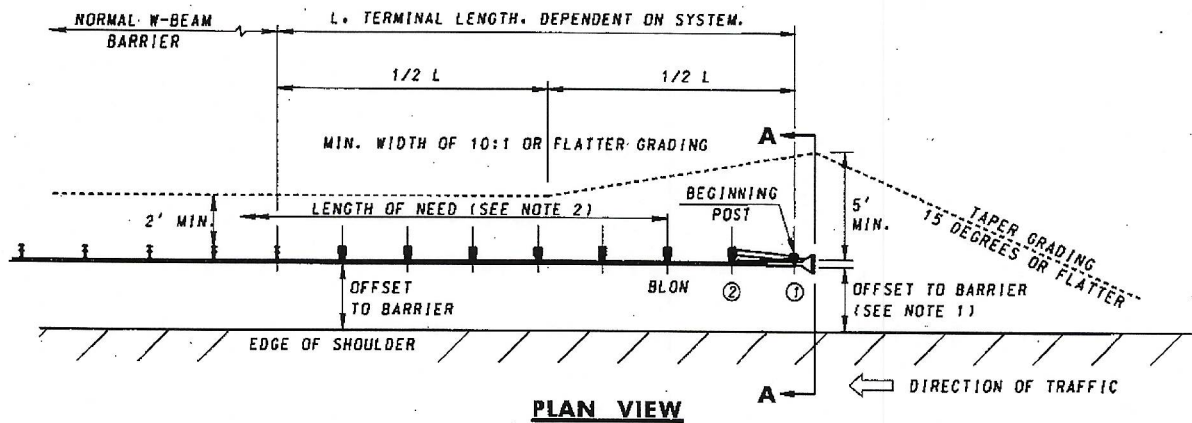
Authorized Signature

Charles H Dolbey  
Dated 08.08.2025

**ACCEPTANCE OF PROPOSAL – BY accepting this proposal, a binding contract is hereby created which may be modified only by the expressed written consent of both parties.**

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

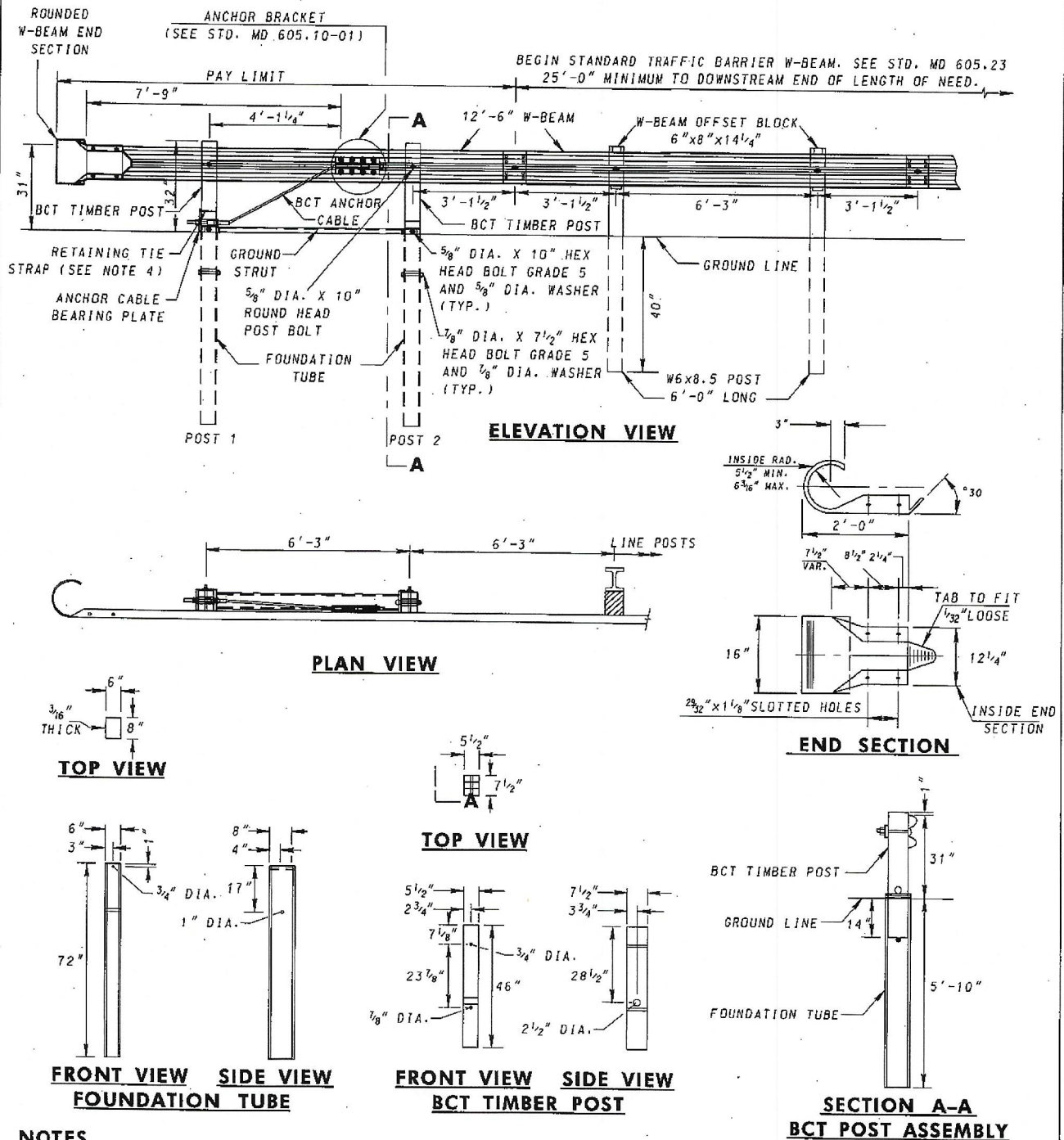
Date of Acceptance: \_\_\_\_\_

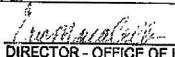
**NOTES**

1. WHEN THE TRAFFIC BARRIER POST IS PLACED LESS THAN 4' FROM THE EDGE OF SHOULDER/PAVEMENT, THE END TREATMENT SHALL BE FLARED AT A RATE OF 25:1 OVER THE FULL LENGTH AND ON A STRAIGHT LINE.
2. AN EFFECTIVE LENGTH OF 34' SHALL BE INCLUDED IN THE END TREATMENT PAYMENT.
3. SYSTEM MUST BE INSTALLED AT A HEIGHT OF 31".
4. FOR DELINEATION, SEE STANDARD NO. 605.14.
5. THIS SCHEMATIC DRAWING IS FOR ILLUSTRATIVE PURPOSES ONLY. SEE MDOT SHA OPL FOR APPROVED SYSTEMS THAT ARE 2016 MASH COMPLIANT.

<b>SPECIFICATION</b> 606	<b>CATEGORY CODE ITEMS</b>	<b>MDOT</b> MARYLAND DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ADMINISTRATION  <b>STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES</b> <b>TRAFFIC BARRIER W-BEAM ONE-SIDED</b> <b>END TREATMENT (TYPE C)</b>  <b>STANDARD NO. MD 605.03</b>	
<b>APPROVED</b>	<i>[Signature]</i> DIRECTOR - OFFICE OF HIGHWAY DEVELOPMENT		
<b>APPROVAL SHA REVISIONS</b>	<b>APPROVAL FEDERAL HIGHWAY ADMINISTRATION</b>		
APPROVAL 11-10-99	APPROVAL 7-2-99		
REVISED 1-10-17	REVISED 12-1-16		
REVISED 9-20-19	REVISED 8-15-19		
REVISED 3-16-22	REVISED 2-24-22		





SPECIFICATION	CATEGORY CODE ITEMS	
605		
APPROVED	 DIRECTOR - OFFICE OF HIGHWAY DEVELOPMENT	
APPROVAL SHA REVISIONS	APPROVAL FEDERAL HIGHWAY ADMINISTRATION	
APPROVAL	1-26-70	APPROVAL 11-5-70
REVISED	1-9-20	REVISED 12-23-19
REVISED	3-31-20	REVISED 3-30-20
REVISED	4-9-25	REVISED 4-3-25

**MD** MARYLAND DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION

STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES

**TRAFFIC BARRIER W-BEAM ONE-SIDED  
DOWNSTREAM END TREATMENT (TYPE K)**

STANDARD NO. **MD 605.10**

TEL: 410-632-5623  
 FAX: 410-632-1753  
 WEB: co.worcester.md.us



**Worcester County**  
**DEPARTMENT OF PUBLIC WORKS**  
 6113 TIMMONS ROAD  
 SNOW HILL, MD 21863

**DALLAS BAKER JR., P.E.**  
 DIRECTOR

**CHRISTOPHER CLASING, P.E.**  
 DEPUTY DIRECTOR

**MEMORANDUM**

**TO:** Weston Young P.E., Chief Administrative Officer  
 Candace Savage, CGFM, Deputy Chief Administrative Officer  
**FROM:** Dallas Baker Jr., P.E., Director *Dallas Baker Jr*  
**DATE:** August 26, 2025  
**SUBJECT:** Credit Card Agreement with CSG Forte Payments, Inc.

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Public Works, Solid Waste Division, is requesting Commissioner approval and signature to enter into a contract with CSG Forte Payments, Inc., (CSG) to allow credit card integration with our current Waste Works software. This will allow us to set up an external credit card machine at the scales for direct use by our customers instead of manual inputs and credit card handling by our Scale Operators. The revised procedure will speed up processing times and allow both private citizens and commercial haulers using credit cards to get in and out of the landfill more quickly. The contract has been reviewed and found agreeable by the County Attorney.

CSG's payment system is already a part of the Waste Works software program, which is used to operate the scales. Waste Works software does not integrate with our banking vendor M&T Bank, but it does with CSG. Payment will be collected by CSG and transferred to the County bank accounts. This will be at no cost to the County except for the purchase of the credit card machines (\$450.00 plus shipping). Customers will pay the 3% charge from CSG to process the transaction. This is the same as the current processing charged levied by M&T bank, when employees swipe credit cards for the customers.

Please let me know if there are any questions.

Attachments

cc: Roscoe Leslie  
 Chris Clasing  
 David Candy  
 Quinn Dittrich



## PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 (“FORTE” or “Party”), and **Worcester County, MD**, with its primary business address at 1 West Market Street, Snow Hill MD 21863 (“AGENCY” or “Party” or “Merchant”), and is effective upon the date last signed below (the “Effective Date”). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents” or “Customer”).

### 1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

### 2. USAGE

**2.1 Use License.** Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE’s systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY’s actions in the event of a real or perceived security risk.

**2.2 Use of Proprietary Property.** No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE’s Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

**2.3 Acceptable Use.** AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE’s opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

**2.4 User and System Security.** AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY’s accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

**2.5 Use of Information and Data.** AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

### 3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

### 4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII as more fully defined in Appendix A). As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security. Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

## 5. TERM AND TERMINATION

**5.1 Term.** This Agreement shall have an initial term of five (5) years (the “Term”).

**5.2 Termination for Material Breach.** In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

**5.3 Termination with Notice.** FORTE/AGENCY may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY/FORTE or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY/FORTE is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY’s receipt of services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY’s account.

**5.4 Termination without Notice.** FORTE/AGENCY may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY/FORTE has experienced an actual or suspected data security breach; (ii) FORTE/AGENCY is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE/AGENCY observes irregular, suspicious or fraudulent Transaction activity on Merchant’s account that is reasonably determined to expose FORTE/AGENCY to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY’s receipt of services prior to terminating AGENCY’s account.

## 6. TRANSACTION PROCESSING

**6.1 Accepting Transactions.** FORTE shall process credit card, debit card and ACH Transactions on AGENCY’s behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding payment network. Transactions which are received after the designated cut-off time will be included in the next business day’s settlement processing.

**6.1.1 Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

**6.1.2 Authorization-Capture Transactions.** If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding “capture” Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

**6.2 Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

**6.2.1 Card Not Present Transactions.** For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder’s billing address information.

**6.3 AGENCY Account.** In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY’s behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

**6.4 Limited-Acceptance Agency.** If appropriately indicated on AGENCY’s application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

**6.5 Bona Fide Sales.** AGENCY shall only complete Transactions produced as the direct result of

bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

**6.6 Setting Limits on Transaction Amount.** AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

**6.7 Additional Agreements** AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

**6.8 Modifying Transactions.** AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Consumer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

**6.9 Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

**6.10 Returned Items.** FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

**6.11 Chargebacks.** AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Consumer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

**6.12 Excessive Chargebacks.** Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks

and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

**6.13 Resubmitting Transactions.** AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

**6.14 Settlement.** Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

**6.15 Provisional and Final Payment.** AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

**6.16 Reporting.** FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

**6.17 Temporary Suspension of Services.** Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

**6.18 Authorization.** AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's

Customer shall constitute receipt of payment to AGENCY, extinguishing such Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Customer's payment, AGENCY's sole recourse shall be to FORTE, not the Customer.

## **7. TRANSACTION AUTHORIZATION**

**7.1 Constituent Authorization.** AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

**7.2 Retention.** AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health-related Transactions from the Authorization date or revocation of Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

**7.3 Revoked Authorization.** AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

## **8. AGENCY PROHIBITIONS**

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

## **9. AUTHORIZATION**

**9.1 ACH Authorization.** AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing the Constituent's payment obligation to AGENCY as if the Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not the Constituent.

**9.2 Third Party Service Provider.** If AGENCY uses the Services through or in conjunction with a third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to



provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

#### **10. CONSTITUENT DISPUTES**

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

#### **11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

#### **12. DATA SECURITY**

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E.

#### **13. PRICING AND PAYMENT**

**13.1** FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services ("Absorbed Fee Model") will result in fees being billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH debit.

**13.2** Pricing based on a service fee that is charged to Constituents per Transaction ("Service Fee Model") will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance with the experiential transaction activity.

**13.3** FORTE's pricing is subject to the underlying fees established by the Payment Networks and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

#### **14. LIMITS OF LIABILITY**

**14.1** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY'S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE,

EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

**14.2** FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

## **15. REPRESENTATIONS AND WARRANTIES.**

**15.1 FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

**15.1.1** FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

**15.1.2** FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

**15.2 AGENCY's Representations and Warranties.** AGENCY represents and warrants to FORTE:

**15.2.1** If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver; and (iii) AGENCY shall provide proof of Authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

**15.2.2** AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

**15.3 Mutual Representations and Warranties.** Each Party represents and warrants to the other:

**15.3.1** The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

**15.3.2** There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

**15.3.3** When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

## **16. FORTE SERVICE POLICY**

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

## **17. FORCE MAJEURE**

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure is due to circumstances beyond the reasonable control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or

other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

**18. ASSIGNMENT**

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

**19. CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the Laws of the state of Maryland without reference to choice of laws rules.

**20. AMENDMENT**

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

**21. PUBLICITY**

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

**22. NOTICE**

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

**23. HEADINGS**

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

**24. SEVERABILITY**

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

**25. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS**

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**25. ELECTRONIC SIGNATURES.**

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

**WORCESTER COUNTY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**CSG FORTE PAYMENTS, INC.**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

## APPENDIX A DEFINITIONS

**ACH Network.** “ACH Network” or “Automated Clearing House Network” is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

**Acquirer.** “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

**Affiliate.** “Affiliate” means an entity controlled or managed by the same centralized federal, state or local government.

**Agent.** “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of Agency with the actual, implied or apparent authority of Agency.

**Authorization.** “Authorization” means a Transaction request on a Consumer bank account or card account to confirm Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted transaction.

**Business Banking Day.** “Business Banking Day” means Monday through Friday excluding banking holidays.

**Confidential Information.** “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party’s products and services that is not generally available to the public.

**Consumer.** “Consumer” means the individual end users, Constituents of AGENCY.

**CPA.** “CPA” or “Canadian Payment Association” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

**Chargeback.** “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

**Credit Entry.** “Credit Entry” means an ACH/EFT Transaction that is intended to deposit funds into a Receiver’s (defined below) account which has been withdrawn from AGENCY’s Settlement Account (defined below).

**Debit Entry.** “Debit Entry” means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver’s account for deposit into AGENCY’s Settlement Account (defined below).

**Laws.** “Laws” means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive order, regulation or Rule (collectively, “Export Laws”), and Fair Credit Reporting Act and USA Patriot Act.

**Merchant.** “Merchant” means AGENCY.

**NACHA.** “NACHA” or “National Automated Clearing House Association” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

**ODFI.** “ODFI” or “Originating Depository Financial Institution” means the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

**Originator.** “Originator” means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

**Payment Network.** “Payment Network” means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as “Payment Association”.

**Payment Network Resources:**

VISA Regulations (from VISA website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

NACHA: [www.nacha.org](http://www.nacha.org)

**PCI-DSS.** “PCI-DSS” or “Payment Card Industry Data Security Standard” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

**Personally Identifiable Information or PII.** “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers and/or other government issued numbers. PII includes “Personal Data” as commonly defined by privacy laws.

**RDFI.** “RDFI” or “Receiving Depository Financial Institution” means the financial institution that

receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

**Receiver.** “Receiver” means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

**Reserve.** “Reserve” means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

**Rules.** “Rules” means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

**Settlement Account.** “Settlement Account” means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

**Settlement Entry.** “Settlement Entry” means a Debit or Credit Entry to AGENCY’s Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

**Transaction.** “Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

**Users.** “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY’s systems, by using AGENCY’s access credentials or any other access reasonably presumed to be on behalf of AGENCY.

## APPENDIX B

### ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

**1. Representation by Agency.** Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

**2. Use of Services.**

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

**3. Retention of Data.** AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.



**APPENDIX C**  
**ACCOUNT UPDATER SERVICES**

- 1. Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.
- 2. Agency Requirements for Account Updater Participation.**
  - a. AGENCY must be properly established and registered in the United States.
  - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
  - c. AGENCY must be in compliance with all Card Association Operating Regulations.
  - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing Customer relationship and Customer's authority to submit such payments.
  - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
  - f. AGENCY must not submit inquiries on behalf of any other entity.
  - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

## APPENDIX D AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide).

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.
6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100, 000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.
7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).
8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.
9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.
10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

## APPENDIX E

### INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a “Security Program” that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
  - a. Consumer Information. “Consumer Information” means collectively PII and Source Data, as defined below.
  - b. Source Data. “Source Data” means data provided by AGENCY relating to AGENCY’s account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY’s behalf or otherwise necessary for a AGENCY’s use of Forte’s products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that ISV or FORTE have access to or collects such Source Data, each agrees that it does so solely on behalf of the AGENCY and the AGENCY’s Consumer customers pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.
4. Security Obligations.
  - a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that the PII to which it will have access pursuant to this Agreement (if any), that FORTE shall gain possession of any ownership or other proprietary rights with respect to such PII. FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.
  - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY’s Source Data including PII provided by AGENCY’s customers, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY’s Source Data to uses pursuant to the terms of the Agreement and to FORTE’s bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
  - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.
7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.
- a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law
  - b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.
  - c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.
  - d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be [AGENCY/Agency]'s sole and exclusive remedy for any such failure to cooperate.
10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

**SCHEDULE 1**  
**PRICING FEE SCHEDULE**  
(Worcester, MD)

**1. Service (Convenience) Fee Pricing Option:**

- a) **MasterCard, Visa, Discover and American Express cards**  
3.00% of the payment amount with a minimum fee of \$1.00 based upon volume.
- b) **Electronic check – online WEB and IVR payments (If AGENCY has the WEB module with WasteWorks)**  
(Includes Forte Verification for known accounts)

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$2.00 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.00 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.00 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.00 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.00 w/Verification	Per Transaction

**2. Absorbed Pricing Option:**



Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
<b>Option 2. Visa, MasterCard, Discover, American Express, Debit Cards</b>	3.00% + \$0.25	Per transaction
<b>Account Updater (Optional)</b>	\$0.35	Per Transaction
<b>Forte Protect (End-2-End Encryption)</b>	\$0.10	Per Transaction
<b>Chargeback Fee</b>	\$25.00	Per Chargeback
<b>Batch Fee</b>	\$0.00	No Charge - Waived
<b>Gateway Fee</b>	\$0.00	No Charge - Included
<b>ACH Fee-debits/credits</b>	\$0.50 with Forte Verify	Per Transaction
<b>ACH Return Fee</b>	\$2.00	Per Return
<b>Monthly Fee</b>	\$5.00	Each Month per merchant account

Forte's fees include: Total volume processed multiplied by bpts  
Total # of transactions processed by per item fee



3. **Equipment Pricing:**

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Hybrid with cables)		\$450.00 per terminal plus shipping
MagTek eDynamo and Counter-Top Docking Station Bundle (recommended)		\$219.00 per device with docking station plus shipping



## PRICING FEE SCHEDULE Worcester, MD

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- **Absorbed Model** - credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office.

### Service (Convenience) Fee Pricing Option:

#### MasterCard, Visa, Discover and American Express cards

3.00% of the payment amount with a minimum fee of \$1.50 based upon volume.

#### Electronic check – online WEB payments (If you have the WEB module with WasteWorks)

Includes Forte Verification for known accounts.

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$2.00 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.00 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.00 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.00 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.00 w/Verification	Per Transaction



### Absorbed Pricing Option:

#### Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Option 2. Visa, MasterCard, Discover, American Express, Debit Cards	3.00% + \$0.25	Per transaction
Account Updater (Optional)	\$0.35	Per Transaction
Forte Protect (End-2-End Encryption)	\$0.10	Per transaction
Chargeback Fee	\$25.00	Per Chargeback
Batch Fee	\$0.00	No Charge - Waived
Gateway Fee	\$0.00	No Charge - Included
ACH Fee-debits/credits	\$0.50 with Forte Verify	Per Transaction
ACH Return Fee	\$2.00	Per Return
Monthly Fee	\$5.00	Each Month per merchant account

**Equipment and Service Pricing:**

The following table reflects our Equipment and Service Offerings

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Hybrid with cables)		\$450.00 per terminal plus shipping
MagTek eDynamo and Counter-Top Docking Station Bundle		\$219 per Device with Docking station plus shipping

Select pricing option desired: **Absorbed Pricing**

☐

**Service Fee Pricing**

☒

**Gateway Only Pricing**

☐

**\*Required Merchant Signature:** \_\_\_\_\_

**Date** \_\_\_\_\_



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

## MEMORANDUM

TO: Worcester County Commissioners  
 FROM: Nicholas W. Rice, Procurement Officer  
 DATE: September 2, 2025  
 RE: Worcester County Jail HVAC Replacement

---

The Worcester County Jail is requesting approval to award this project to T.E. Smith and Son in the amount of \$79,635. Three quotes were received with T.E. Smith and Son being the lowest.

The work consists of removing the existing three rooftop units and replacing them with three York model units. These are located on the roof near the front of the building. All three units are being replaced at the same time to save on crane costs. The original units were installed in 2009, and all use outdated R22 refrigerant. All three units are still running, however the condenser coils are deteriorating and expected to fail soon. The new HVAC systems would also need to be tied into the jail building management system, and the unit duct detectors would need to be tied into the fire alarm system.

There is \$30,000 available for these services in the FY26 operating budget under Capital Equipment Other 100.1103.9010.060. We are requesting an over-expenditure of \$49,635 to cover the additional funds needed to replace all three units at the same time.

Quote Tabulation	
<u>Vendor Name</u>	<u>Base Bid</u>
T.E Smith and Son	\$79,635.00
Capitol Boiler Works	\$98,930.00
Joseph T. Richardson	\$138,000.00

## PROPOSAL



Mechanical Contractors  
2043 Northwood Drive  
Salisbury Maryland 21801

PHONE 410-749-4232 Fax 410-548-5419

---

Date: July 31, 2025

Submitted to: Randy Issacs

From: T.E. Smith & Son (Daniel Lowe)

Project: Worcester County Jail RTU Replacement

Pages: 1

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This proposal includes a base bid amount to supply and install HVAC equipment, materials and associated systems and is formulated with information taken from an on-site inspection and/or general parameters set forth by the contractor or owner.

**SCOPE OF WORK:**

- Remove three existing rooftop units (RTUs 2-4).
- Furnish and install three new York rooftop units. Units are a direct replacement and no curb adapters needed.
- Tie in existing control wiring, high voltage wiring, and fire alarm wiring.
- Run new condensate to spill on roof.
- Start units and check for proper operation.
- Provide crane service for removal and resetting of units.
- Clean up site and haul away old equipment.

**FOR A TOTAL SUM AMOUNT OF: \$79,635.00**

**Payment Terms:**

\_\_\_\_\_ In Full as Invoiced

**Authorized Signature:**

Daniel Lowe HVAC Manager

**Acceptance of Work Proposal:**

I/ We accept this work proposal as listed above,  
as well as, the payment schedule.

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

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

THIS CONTRACTOR ASSUMES THE RIGHT TO WITHDRAW THIS PROPOSAL FROM CONSIDERATION IF NOT ACCEPTED WITHIN 30 DAYS.



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

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**To:** Weston S. Young, P.E., Chief Administrative Officer  
Candace Savage, Deputy Chief Administrative Officer

**From:** Robert J. Mitchell, LEHS, REHS/RS   
Director, Environmental Programs

**Subject:** Critical Area Amendment/Refinement Request  
Island Resort Park, Inc.

**Date:** 8/25/25

---

The Department is in receipt of an application for Critical Area Map Amendment/Refinement request from Mr. Mark Cropper on behalf of Island Resort Park, Inc., to reclassify 30.7 acres from Resource Conservation Area (RCA) to Intensely Developed Area (IDA). The subject property is shown on Worcester Tax Map 40 as Parcel 240.

Departmental staff have worked extensively with the applicant and Critical Area Commission (CAC) staff in the examination of this application to reach a consensus on the details of the mapping error. In their affirmation of the growth allocation request, CAC staff did notify County staff that the current campground may have been mapped RCA incorrectly. All other local campgrounds are mapped as IDA. This application seeks to amend that classification error.

In accordance with the provisions of § NR 3-110(b)(4), I would recommend that the County Commissioners schedule the requisite public hearing necessary for the correction of our local program maps.

For your convenience, attached is a draft advertisement for the hearing.

If you have any questions or require additional information, please do not hesitate to contact me.

cc: Brian Soper, Natural Resources Administrator



## Worcester County

Department of Environmental Programs  
Natural Resources Division

### Memorandum

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**To:** Robert Mitchell, Director

**From:** Brian Soper, Natural Resources Administrator *BS*

**Subject:** Atlantic Coastal Bays Critical Area Amendment/Refinement Request

**Date:** August 25, 2025

---

Natural Resources has received an amendment/refinement request from Mr. Mark Cropper of the Law Offices of Ayres, Jenkins, Gordy & Almand, P.A., to seek a mapping mistake on the lands of Island Resort Park, Inc located at Tax Map 40 Parcel 241 Lot C, also known as 9537 Croppers Island Road. The applicant would like to reclassify approximately 30.7 acres, as shown on Attachment 4, from Resource Conservation Area ("RCA") to Intensely Development Area ("IDA").

The nature of this request arose from the Critical Area Commission's ("CAC") review of the growth allocation request for the Island Resort campground. The CAC staff determined the growth allocation did not meet the adjacency standard in § 8-1808.1.(c)(2), however the CAC staff also informed Natural Resources that the current campground area may have been mapped RCA incorrectly.

Following receipt of this request, staff conducted a thorough review including preliminary comments from the State Critical Area Commission (Attachment 2). If the request is approved by the County Commissioners following a public hearing in accordance with NR 3-110(3)(D), the request is then forwarded to the Critical Area Commission for approval or denial.

**Citizens and Government Working Together**



In accordance with § NR 3-110, Official Critical Area Map amendments can only be granted by the County Commissioners upon proof of a mistake in the existing land use area. Per Maryland Natural Resource Article § 8-1809.(j)(2) to approve a mapping mistake the following requirements:

(i) **Conforms to the State critical area mapping criteria.**

When initially mapped, this property was designated as RCA due to the conditions and environmental aspects present at the time of mapping. As you are aware, the RCA designation within the Critical Area program is the most restrictive and is characterized by wetlands, forests, agricultural lands and various other nature dominated environments. Development, redevelopment, and land use activities occurring within this designation shall take place in a manner to conserve, protect, and enhance ecological values of the Critical Area as well as maintain and support agriculture, forestry, aquaculture, and fishery activities.

Per § NR 3-106(a), IDAs consistent of residential, commercial, institutional, and/or industrial uses predominate and where relatively little natural habitat occurs or remains. At the time of the initial mapping, these areas shall have at least one of the following features:

- 1) Housing density equal to or greater than four dwelling units per acre;*
- 2) Industrial, institutional, or commercial uses are concentrated in the area; or*
- (3) Public sewer and water collection and distribution systems are currently serving the area, and housing density is greater than three dwelling units per acre.*
- (4) In addition, these features shall be concentrated in an area of at least twenty adjacent acres or that entire upland portion of the Critical Area within the boundary of a municipality, whichever is less, unless:*
  - A. The Commission has approved an alternative standard for designation of an Intensely Developed Area; and*
  - B. The area is part of a growth allocation approved by the Commission.*

The request meets this requirement, specifically number two as the use is commercial and the IDA mapping would be consistent with other campgrounds in the Atlantic Coastal Bays. At the time of initial mapping other rental campgrounds (Attachments 5-7) in the County were mapped as IDA under the standards listed above.

**(ii) For areas included in the critical area due to remapping, is based on land uses or natural features in existence at the time of the remapping.**

On March 14, 2002, the Worcester County Board of Zoning Appeals, Case No. 65727, granted a special exception for the rental campground on the property; this was prior to the adoption of the Atlantic Coastal Bays Critical Area program.

**(iii) Follows the local jurisdiction's documented mapping methodology for critical area classifications at the time of original program adoption.**

Worcester County Critical Area Law, § NR 3-106(a) mimics the State's mapping criteria for IDAs as listed above in (i).

As discussed in (i) above, all other campgrounds in the Atlantic Coastal Bays Critical Area are designated as IDA.

**(iv) Is consistent with the purposes, policies, and goals of this subtitle and all criteria of the Commission.**

The proposed remapping is consistent with the Atlantic Coastal Bays Critical Area program as other campgrounds in the County were initially mapped as IDA in Attachments 5-7. The request is the minimal amount needed to encompass only the existing campground area and excludes riparian areas, areas adjacent to single family residences, existing Forest Conversation Easements, and Wetlands of Special State Concern.

The Critical Area Commission provided preliminary comments in a letter from Michael Macon, dated May 28, 2025, (Attachment 2). The Commission requested additional information that has been addressed by County staff in (iv) above and the attachments.

Natural Resources staff recommends approval of the request due to a mistake at the time the original maps were adopted as addressed in the criteria listed above. The mapping process did not take into consideration the approved and ongoing development planning for the property as a campground. As stated above and shown in Attachments 5-7, all other similar campgrounds in the Atlantic Coastal Bays are mapped as IDA.

As noted above, this request is to introduce to the County Commissioners for their consideration of a public hearing for the proposed amendment/refinement to reclassify 30.7 acres of land, designated as RCA, to IDA, located on the lands of Island Resort Park, Inc. located at Tax Map 40 Parcel 241 Lot C, also known as 9537 Croppers Island Road.

Attachment 1: Amendment Application  
Attachment 2: Critical Area Commission Comments  
Attachment 3: 9537 Croppers Island Road Critical Area Map  
Attachment 4: Area of Remapping  
Attachment 5: Bali Hi Park  
Attachment 6: Castaways  
Attachment 7: Frontier Town

cc: David Bradford, EP Deputy Director



**Worcester County Commissioners  
Worcester County Government Center  
Once West Market Street, Room 1103  
Snow Hill, MD 21863**

**PETITION FOR AMENDMENT TO  
THE NATURAL RESOURCES ARTICLE**

(Office Use Only - Please Do Not Write In This Space)

Fee Paid \$400.00



Date Received by Office of the County Commissioners: 5/13/25

Date Received by Department of Environmental Programs: 5/13/25 BS

- I. Application – Proposals for any amendment or refinement to the Natural Resources Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below.

A. Resident of Worcester County: ☒

B. Taxpayer of Worcester County: ☒

C. Governmental Agency: ☐

(Name of Agency) \_\_\_\_\_

- II. Proposed Amendment to the Natural Resources Article – Check all that apply.

A. Critical Area Growth Allocation: ☐

B. Critical Area Map Amendment: ☒

C. Text Amendment: ☐

1. Current Code Citation: \_\_\_\_\_

D. Describe proposed amendment(s):

That improved real property generally referred to as Tax Map 40, Parcel 241, Lot C with a mailing address of 9537 Cropper Island Road, Newark, Maryland (the "Property") is mistakenly designated Resource Conservation Area (RCA) on the

Atlantic Coastal Bays Critical Area Maps (the "Maps") (See Exhibit "A"). The property should have been designated Intensely Development Area (IDA) on the Maps.

III. Reasons for Requesting Amendment.

- A. Please list reasons or other information as to why the proposed amendment is necessary and therefore requested:

On March 14, 2002, and pursuant to Board of Zoning Appeals ("BZA") Case No. 65727, a special exception was approved to locate a rental campground on the Property (See Exhibit "B"). On January 16, 2008, and pursuant to BZA Case. No. 105968, the BZA approved another special exception to expand the campground on the Property (See Exhibit "C"). Therefore, at the time of the 2009 comprehensive rezoning of Worcester County (the "County"), the Property was developed as a rental campground with vested approvals for an expansion on the same parcel. In 2002, when the Atlantic Coastal Bays Critical Area Law ("CAL") was adopted by the County, the Property was mistakenly designated to be Resource Conservation Area ("RCA") instead of Intensely Developed Area ("IDA") as were all other campgrounds in the County. When considering the entire CAL and how all other campgrounds in the County were then (and now) were designated to be IDAs, it clearly was a mistake not to do the same for the Property.

IV. Signature of Applicants

Signature: \_\_\_\_\_ Date: 5/5/25

Printed Name of Applicant: Mark Spencer Cropper

Mailing Address: 6200 Coastal Highway, Suite 200, Ocean City, Maryland 21842

Phone Number: 410-723-1400

Email: [mcropper@ajgalaw.com](mailto:mcropper@ajgalaw.com)

V. Signature of Attorney

Signature: \_\_\_\_\_ Date: 5/5/25

Printed Name of Applicant: Mark Spencer Cropper

Mailing Address: 6200 Coastal Highway, Suite 200, Ocean City, Maryland 21842

Phone Number: 410-723-1400

Email: [mcropper@ajgalaw.com](mailto:mcropper@ajgalaw.com)

VI. General Information Relating to the Amendment Process - § NR 3-110

- A. Proposals for any amendment or refinement may be made by any interested person who is a resident or taxpayer in the County or by any government agency of the County. Proposals shall be addressed to and filed with the County Commissioners in such form as they may prescribe.
- B. Procedure for Critical Area Amendments - All amendments other than requests for growth allocation shall be reviewed and acted upon by the County Commissioners but shall first be referred to the Department for review. Upon receipt of the application, the Department shall examine the application and information submitted therewith. If the application and information are insufficient for the purposes of review the Department may:
  - 1. Return the application to the applicant with a letter describing the deficiencies in the submittal; or
  - 2. Request any additional information as may be necessary to review the application.

Any application returned as being insufficient may only be resubmitted within the application periods, as identified in § NR 3-110(b)(1) herein. The Department shall review the application in a reasonable period of time as determined by the County Commissioners and forward a report and recommendation to the County Commissioners.

After receipt of the Department's recommendation, the County Commissioners shall hold at least one public hearing in relation to the proposed amendment, at which parties and interested citizens shall have an opportunity to be heard. At least fifteen days' notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in the County in accordance with the provisions of § ZS 1-114 of the Worcester County Zoning Ordinance.

In the case of amendments to the text of this Subtitle, if no County Commissioner is willing to introduce the proposed amendment as a bill, it need not be considered, and a public hearing need not be held.

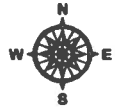
- C. Critical Area Map Amendment Information - An amendment of the Official Critical Area Map may only be granted by the County Commissioners upon proof of a mistake in the existing land use area.
  
- D. Growth Allocation Information § NR 3-112 - Any application for growth allocation shall be reviewed by the Planning Commission but shall first be referred to the Department for review. Comments and recommendations shall be prepared by the Department for consideration by the Planning Commission in its review. The Planning Commission shall review the application in accordance with the provisions of § NR 3-112 hereof and forward a recommendation to the County Commissioners within a reasonable period of time as determined by the County Commissioners. Upon receipt of the Planning Commission's recommendation, the County Commissioners shall hold at least one public hearing in accordance with the provisions of § NR 3-112(e)(4) et seq. hereof.



**EXHIBIT “A”**

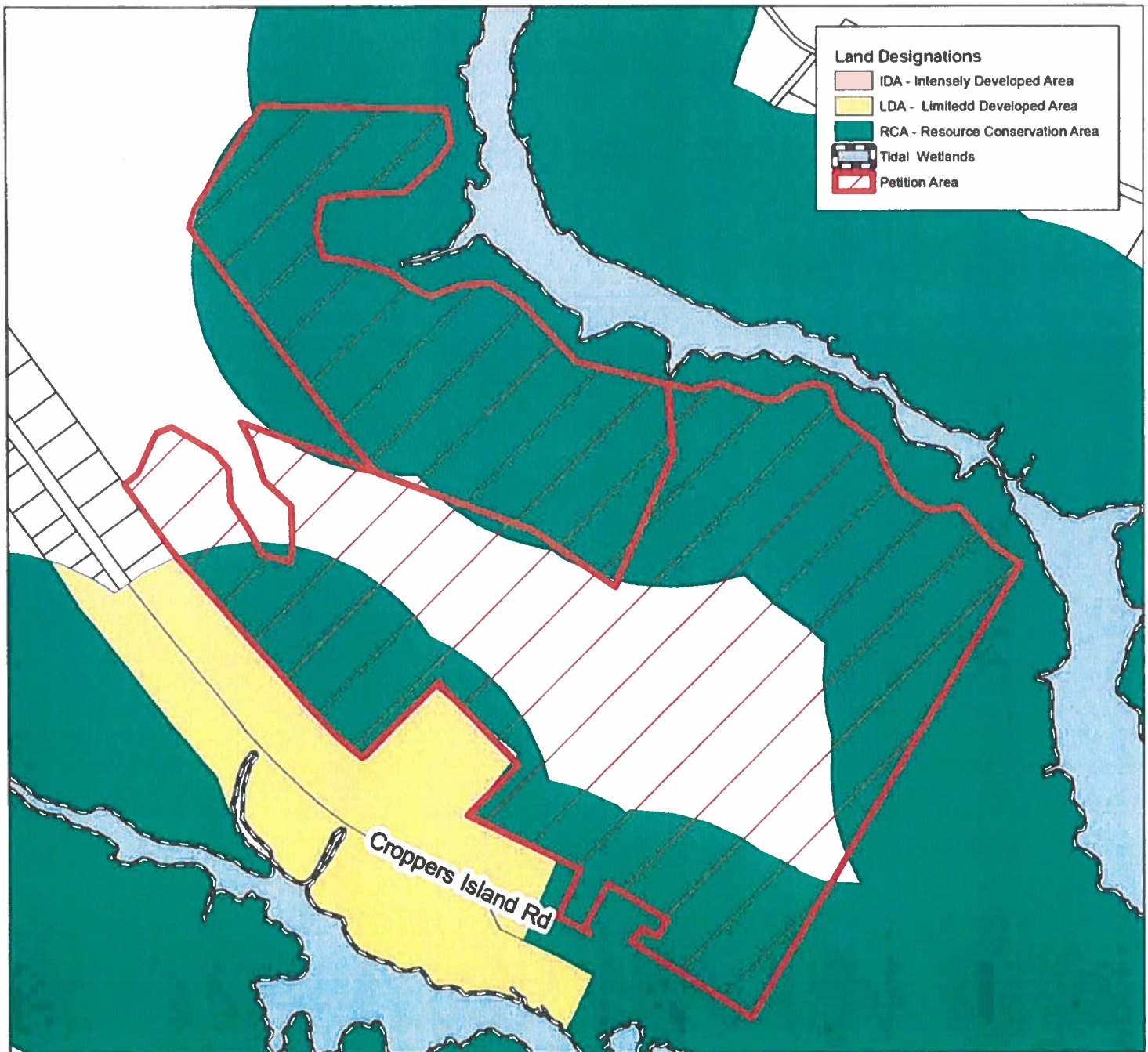


# WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 446  
A -1 Agricultural to A - 2 Agricultural  
Tax Map: 40, Parcels 93 & 241, Lot C

## ATLANTIC COASTAL BAY CRITICAL AREA MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division

0 1,000 2,000  
Feet

Prepared: June 2024

Source: Atlantic Coastal Bay Critical Area Map

Drawn By: KLH  
Reviewed By: JKK

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

THIS DOCUMENT IS PART OF  
THE APPLICATION PACKET FOR  
BOARD OF ZONING APPEALS  
CASE NO. 105968  
*Continuation*

IN THE MATTER OF ROBERT EWELL AND  
JULIA EWELL

BEFORE THE BOARD OF ZONING

APPEALS FOR WORCESTER COUNTY,

MARYLAND

WORCESTER COUNTY  
BOARD OF ZONING APPEALS  
EXHIBIT # Proposals 1/6.2 *Continuation*  
CASE No. 105968 DATE 1/16/08

Case No.: 65727

\* \* \* \* \*

### OPINION

A hearing was held before the Board of Zoning Appeals for Worcester County, Maryland on Thursday, March 14, 2002 upon the application of Robert Ewell and Julia Ewell, requesting a special exception to locate a rental campground, on a lot in an A-1 Agricultural District, pursuant to Sections ZS 1-201(c)(12), ZS 1-312 and ZS 1-116(c)(3). The property is located on the north side of Cropper Island Road, approximately one mile east of Worcester Highway, Tax Map 40, Parcel 93, in the Fourth Tax District of Worcester County, Maryland.

Kelly Henry, Zoning Administrator, presented the application to the Board.

As stated above, this case involves a special exception requesting a rental campground at this particular site. The law governing whether or not a special exception use should be granted was succinctly stated by Judge Cathell in *Mossburg v. Montgomery County*, 107 Maryland App. 1, 8 (1995), where it was stated:

It is not whether a special exception /conditional use is compatible with permitted uses that is relevant in the administrative proceedings. The legislative body, by designating the special exception, has deemed it to be generally compatible with the other uses. In special exception cases, therefore, general compatibility is not normally a proper issue for the agency to consider. That issue has already been addressed and legislatively resolved. Moreover, it is not whether a use permitted by way of a special exception will have adverse effects (adverse effects are implied in the first instance by making such uses conditional uses or special exceptions rather than permitted uses), it is whether the adverse effects in a particular location would be greater than the adverse effects ordinarily associated with a particular use that is to be considered by the agency.... The proper question is whether those adverse effects are above and beyond, i.e., greater here than they would generally be elsewhere within the areas of the County where they may be established....

THIS DOCUMENT IS PART OF  
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BOARD OF ZONING APPEALS  
CASE NO. #105968

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THE APPLICATION PACKET FOR  
BOARD OF ZONING APPEALS  
CASE NO. 105968  
CONTINUATION

The applicant, Robert Ewell, testified before the Board together with several expert witnesses. Laurence Whitlock, a landscape planner, Betty Tustin, a traffic engineer, John Bolling, another traffic engineer, Nancy Whitlock, a real estate appraiser, Spencer Rowe, a wetlands delineator and Debbie Cullen, a campground manager, testified before the Board. Their testimony demonstrated that this particular property has been operating as a surface mine pursuant to a special exception since 1975. Within the past year, several hundred dump trucks have gone up and down Cropper Island Road every working day to haul dirt for the new County landfill cell. The applicant desires to convert the surface mine operation into a campground by utilizing 20 acres of this property as the campground site with the remainder being open space. The site plan submitted by the applicant depicts a number of lakes on the site which appear to be ideal for recreational activity. There are 92 campsites located on the parcel surrounding the lake areas. Each site has its own sewer and water and two vehicle capacity. There is a bathhouse, beach area and boat landing area for canoes along Bassett Creek. The campground is 1000 feet from the nearest residential development. The applicants and their witnesses presented testimony that this proposed use would be consistent with the County's Comprehensive Plan in that the Comprehensive Plan recognizes that appropriate site reclamation of surface mine operations should be utilized. Recreational activities were viewed as an appropriate reclamation use. Additionally, evidence was presented that the proposed use would be in harmony with the general character of the neighborhood considering population density and the intensity and character of activity, traffic and parking conditions. Nancy Whitlock testified that the proposed use would not be detrimental to the economic value or development of surrounding properties in that prices of nearby real estate have gone up with a surface mine operation in existence which, in her opinion, was a more detrimental use than a campground. Betty Tustin and John Bolling testified that they conducted a traffic study and determined that the impact of the campground would be less on traffic in the area than the current surface mining operation. Finally, Spencer Rowe testified that this proposed use is the most ecologically benign permitted use and was designed with greater setbacks than those required by code.

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CASE NO. #105968

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CASE NO. 105968  
*Continuation*

Several protestants testified in opposition to the application. Mike Gregory testified that this proposed use should be put on hold until the U.S. Route 113 expansion is completed. John Burns, the Chief Park Ranger at Assateague Island Federal Seashore, testified that the campground at Assateague Island with its crowds of patrons draws the need for public safety services through crimes and injuries. Werner Kloetzli, a professional engineer retained on behalf of the protestants, testified that the traffic generated by this commercial use was not consistent with the Comprehensive Plan, not in harmony with the general character of the neighborhood, and detrimental to the use, peaceful enjoyment, and vehicular and pedestrian traffic in the area due to the fact that the traffic to and from the campground would have to necessarily run through the residential area on Cropper Island Road. Finally, Rhonda Gregory testified that this proposed campground on Cropper Island Road could not be compared to the Frontier Town Campground on Route 611.

After duly considering the application, and the testimony and other evidence offered and presented in connection therewith, the Board made the following findings of fact and conclusions of law:

1. The proposed use will be consistent with the County's Comprehensive Plan in that the Comprehensive Plan encourages and anticipates that surface mining sites be reclaimed and that appropriate uses, such as recreational activities be utilized in these areas;
2. The proposed use will be in harmony with the general character of the neighborhood considering population density, the design, scale and bulk of any proposed new structures, the intensity and character of activity, traffic and parking conditions or the number of similar uses. The campground site will be at least 1000 feet in distance from the nearest residential area and will be appropriately supervised and maintained. The traffic study submitted by the applicant indicated that traffic congestion would be less with this particular use than the surface mining operation currently in existence;
3. The proposed use will not be detrimental to the use, peaceful enjoyment, economic value or development of surrounding properties. The evidence submitted by the applicant indicates that

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CASE NO. \*105968

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CASE NO. 105968  
*Continuance*

property values have greatly expanded with the surface mining operation in existence which is a greater detrimental use than the proposed campground;

4. The proposed use will cause no objectionable noise, vibration, fumes, odors, dust, glare or physical activity and will not have detrimental effect on ground or surface water quality;
5. The proposed use will have no detrimental effect on vehicular or pedestrian traffic. The traffic study indicates that, in fact, the detrimental effect on traffic will be less with this proposed use than is currently in existence on Cropper Island Road;
6. The proposed use will not adversely affect the health, safety, morals, security or general welfare of residents, workers or visitors in the area;
7. The proposed use will not overburden existing public services and facilities in the area. In short, the adverse effects ordinarily associated with this particular use are no greater at this particular location than at any other location within the zone.

Accordingly, upon Motion made by Mr. Parks, which was seconded by Mr. Shockley, The Board passed the following resolution which was opposed by Mr. Smack:

BE IT RESOLVED, that the requested special exception be GRANTED upon the following conditions:

Once construction of the campground begins, the following conditions must be observed by the applicant:

1. No sale of borrow material shall be made by the applicant to 3<sup>rd</sup> parties;
2. The surface mine shall not be active while the campground is open to the public;
3. The surface mine shall only be allowed for the applicant's own personal use.

Date

4/29/02

  
Beth Gishmondi  
Chairperson

THIS DOCUMENT IS PART OF  
THE APPLICATION PACKET FOR  
BOARD OF ZONING APPEALS  
CASE NO. \*105968

**EXHIBIT “C”**

IN THE MATTER OF MARK CROPPER, ESQ. \*

BEFORE THE BOARD OF ZONING \*

APPEALS FOR WORCESTER COUNTY, \*  
MARYLAND \*

Case No. 105968

\* \* \* \* \*

### OPINION

A hearing was held before the Board of Zoning Appeals for Worcester County, Maryland on Thursday, January 16, 2008, upon the application of Mark Cropper, Esq., on the lands of Robert Ewell and Julia Ewell, requesting a special exception to expand an existing rental campground, and requesting a variance to reduce the Ordinance prescribed setback between a rental campground and a Residential District from 1,000 feet to 500 feet (a reduction of 500 feet), associated with the proposed expansion of an existing rental campground, in an A-1 Agricultural District, pursuant to Sections ZS 1-201(c)(12), ZS 1-312(b)(1)B, ZS 1-116(c)(3) and ZS 1-116(c)(4). The property is located at the eastern terminus of Cropper Island Road, approximately 4,200 feet east of the intersection of Worcester Highway (US Route 113) and Cropper Island Road, Island Resort Campground, Tax Map 40, Parcel 93, in the Fourth Tax District of Worcester County, Maryland.

Kelly Henry, Zoning Administrator, presented the application to the Board.

This case was continued on April 12, 2007 after extensive testimony in order for the Applicant to revise his site plan. The Applicant was originally requesting 167 additional campsites; now the requested expansion has been reduced to 72 additional campsites. The variance requested is to reduce the Ordinance prescribed setback between a rental campground and a residential district from 1,000 feet to 500 feet. Of the 517 acres of land available to the Applicant, only 5 acres could be utilized when factoring in the wetlands, Critical Area setbacks and this 1,000 foot zoning setback. The Department encouraged the Applicant to apply for this variance to the zoning setback in order to prevent the Applicant from applying for a variance to the Critical Area requirements.

Exh. 1



At the hearing on April 12, 2007 the Applicant presented evidence that if the zoning setbacks were implemented that he would be restricted to utilizing only 5 acres out of 517 acres when the wetlands delineation and Critical Area setbacks were considered. The Applicant presented the testimony of Betty Tustin, a traffic engineer with the Traffic Group, who opined that Cropper's Island Road and U.S. Route 113 could accommodate the increase in traffic that would be generated by the expansion. The Applicant also presented the testimony of Nancy Whitlock, an expert real estate appraiser, who opined that property values of neighboring properties would not be adversely affected by the proposed expansion. The Applicant also presented evidence that there is a need for additional campsites in the northern Worcester County area. Additionally, the Applicant presented testimony that the requested expansion is consistent with the Comprehensive Plan and compatible with the surrounding area.

At the January 16, 2008 continuation hearing, the Applicant presented the testimony of Lawrence Whitlock, an expert land planner, Nancy Whitlock, expert real estate appraiser, Mickey Cornelius, expert traffic engineer, James Dieter, expert on wastewater matters, Woody Bunting, his surveyor and Chris McCabe of the Critical Area staff.

Mr. Whitlock testified that none of the proposed campsites are in the Critical Area or the wetlands and that the private wastewater facility on site will need to be expanded to accommodate the additional campsites. James Dieter testified that in his opinion, the wastewater plant could accommodate the proposed expansion.

Nancy Whitlock testified that, in her opinion, property values will not be detrimentally affected by the expansion. In fact, values had increased since the campground opened.

Mr. Bunting testified that a Forest Conservation Plan has been approved and recorded for the campground. He further testified that if the expansion were to be approved, additional forest conservation would be required which could be provided on the site.

Chris McCabe testified that the Department supports the grant of the variance to the zoning setback because the Applicant has stayed out of the Critical Area and thus has not requested a growth allocation or variance to expand into the Critical Area.

Mickey Cornelius of the Traffic Group testified that he performed a traffic study of Cropper's Island Road and Route 113 on Memorial Day weekend of 2007. His study encompassed the Friday of Memorial Day weekend through the following Wednesday. His study demonstrated that Cropper's Island Road accommodated the traffic to a level "C", which is better than State Highway Administration standards and is in fact at the level contemplated by the Comprehensive Plan.

Many residents of Cropper's Island Road appeared to protest this application. Among them were Paul Haskell, Angela Baldwin, Lynn Picato, Susan Bashore, Erin Fitzsimmons, Jerry Gunzelman, Robert Jones, Mike Gregory, Jeffrey Martins, Jacqueline Martins, Mary Ann Ross and Peggy Hagy.

The main theme espoused by the Protestants was that the campground has already created traffic safety problems on Cropper's Island Road. The road has no sidewalks, and neighbors use the road for walking, bicycling and socializing. The large campers and RV's traversing the road to the campground are believed to be a danger and a nuisance to the neighbors. There were also complaints about possible detrimental effects to Newport Bay by the proposed expansion.

After duly considering the application, and the testimony and other evidence advanced at the hearing, the Board makes the following findings of fact and conclusions of law in regard to the requested special exception:

1. The proposed expansion will be consistent with the County's Comprehensive Plan in that the Plan recognizes the value of the county as a tourist destination, to which this use caters. Additionally, the Plan envisions and encourages the expansion of existing facilities as a smart growth practice. Finally, this use emphasizes the enhancement of preserving and protecting the natural resources of this county by providing natural areas for habitat;
2. The use as proposed will be, and has been, in harmony with the general character of the neighborhood considering population density, the design, scale and bulk of any new structures, the intensity and character of activity, traffic and parking conditions or the number of similar uses. This use is in conformity with the rural character of the area and has not caused any significant problems associated with its operation;

3. The use will not be, and has not been, detrimental to the use, peaceful enjoyment, economic value or development of surrounding properties or neighborhoods and will cause no objectionable noise, vibrations, fumes, odors, dust, glare or physical activity and will not have a detrimental effect on ground or surface water quality. Property values in the neighborhood have risen since the campground opened;
4. The use will have no detrimental effect on vehicular or pedestrian traffic as the traffic study provided by the Applicant indicated that the traffic currently generated by the campground use, together with any increase, will still be at a level deemed superior to that of which the State Highway Administration would be satisfied;
5. The use will not adversely affect the health, safety, morals, security or general welfare of residents, workers or visitors in the area; and
6. The use will not overburden existing public services or facilities as no public services or facilities are used or adversely impacted by this use.

After duly considering the application, and the testimony and other evidence advanced at the hearing, the Board makes the following findings of fact and conclusions of law in regard to the requested variance:

1. Special conditions and circumstances exist which are peculiar to the land involved in that the wetlands on this 517 acre parcel, together with the Atlantic Coastal Bays Critical Area requirements and the 1,000 foot zoning setback, leave the Applicant with only 5 acres to develop his campground site, resulting in an unnecessary hardship;
2. The literal interpretation of the provisions of this Title would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district, in that most A-1 zoned properties are not burdened by the Atlantic Coastal Bays Critical Area Law to the extent that this property is burdened;
3. The special conditions pertaining to this property did not result from actions of the applicant; and
4. The condition is not one that could be reasonably provided for under legislation of general applicability within the A-1 zone.

Accordingly, upon a Motion made by Mr. Belmont to approve the special exception and the variance, which was seconded by Mr. Green, the Board passed the following resolution which was opposed by Mr.

Fehrer:

BE IT RESOLVED, that the requested special exception and the requested variance be GRANTED upon the following condition:

1. The expansion shall not exceed 72 new campsites;
2. The applicant shall obtain all necessary and proper permits as required; and
3. The applicant shall plant native shrubs and plant species in the area of the 72 new campsites.

4/14/08  
Date

2-14-08  
Date

2-14-08  
Date

2.19.08  
Date

2-14-08  
Date

Beth  
Beth Gismondi

Louis Taylor  
Louis Taylor

Joe Fehrer  
Joe Fehrer

Rodney Belmont  
Rodney Belmont

Joseph Green, Jr.  
Joseph Green, Jr.

\*James Clubb recused himself.

Wes Moore  
Governor  
Aruna Miller  
Lt. Governor



Erik Fisher  
Chair  
Nick Kelly  
Executive Director

STATE OF MARYLAND  
CRITICAL AREA COMMISSION  
CHESAPEAKE AND ATLANTIC COASTAL BAYS

May 28, 2025

Mr. Brian Soper  
Worcester County Department of Environmental Programs  
One West Market Street – Room 1306  
Snow Hill, Maryland 21863

Re: **9537 Cropper Island Rd - Map Amendment**

Dear Mr. Soper,

Thank you for providing information about the Cropper Island Rd mapping mistake. The County wishes to change the designation on Parcel 241 from Resource Conservation Area (RCA) to Intensely Developed Area (IDA) based on a mistake in the original mapping of the Worcester County Coastal Bays Critical Area program. Per [Natural Resource Article § 8-1809.\(j\)\(2\)](#), a change to a Critical Area designation may be granted by a local approving authority on proof of mistake if the proposed Critical Area classification meets the following requirements:

1. *8-1809.(j)(2)(i) - Conforms to the State critical area mapping criteria*
  - a. COMAR 27.01.02.03.A requires an area mapped as IDA have at least one of the following features: 1) Housing density equal to or greater than four dwelling units per acre; 2) industrial, institutional, or commercial uses concentrated in the area; or 3) public sewer and water collection and distribution systems are currently serving the area and housing density is greater than three dwelling units per acre.
  - b. The campground is a commercial use.
2. *8-1809.(j)(2)(ii) - Is based on land uses or natural features in existence as of June 1, 2002*
  - a. Based on information provided by the County, the campground was permitted in April of 2002, prior to the June 1, 2002, vesting date.
3. *8-1809.(j)(2)(iii) - Follows the local jurisdiction's documented mapping methodology for critical area classifications at the time of original program adoption*
  - a. The County's mapping methodology for IDAs mimics the State's mapping criteria above.
  - b. According to the County, all other campgrounds in the Critical Area were mapped as IDA at the time of the original program adoption.

Mr. Soper  
9537 Cropper Island Rd – Map Amendment  
May 28, 2025  
Page 2 of 2

4. *8-1809.(j)(2)(iv) - Is consistent with the purposes, policies, and goals of this subtitle and all criteria of the Commission.*

a. Additional information needed. See below.

In addition to the information provided, Commission staff recommends the County prepare the following supporting materials before the final submission to the Commission:

- Evidence demonstrating that all other campgrounds in the Critical Area are mapped as IDA. This should include a list of campgrounds, their addresses, and their designations.
- A clear map that designates the region being considered a mapping mistake with before and after Critical Area designations.
  - From our previous discussions, we know the County would like to avoid changing designations for Forest Conservation Areas and Wetlands of Special State Concern. These areas should be shown on the map.

Thank you for the opportunity to provide comments. If you have any questions, please feel free to contact me at [michael.macon2@maryland.gov](mailto:michael.macon2@maryland.gov) or (410) 260-3467.

Sincerely,



Michael Macon  
Natural Resource Planner

Case #: 00002808



9537 Croppers Island - Critical Area



8/25/2025, 2:21:41 PM

Property Lines  
Critical Area - MD Coastal Bays  
LDA - Limited Development Areas

RCA - Resource Conservation Areas  
Tidally Influenced Areas

2024\_Worcester\_MG4\_20to1\_Mosaic\_Feet.sid

Red: Band\_1  
Green: Band\_2  
Blue: Band\_3

1:14,623  
0 0.07 0.15 0.3 mi  
0 0.15 0.3 0.6 km

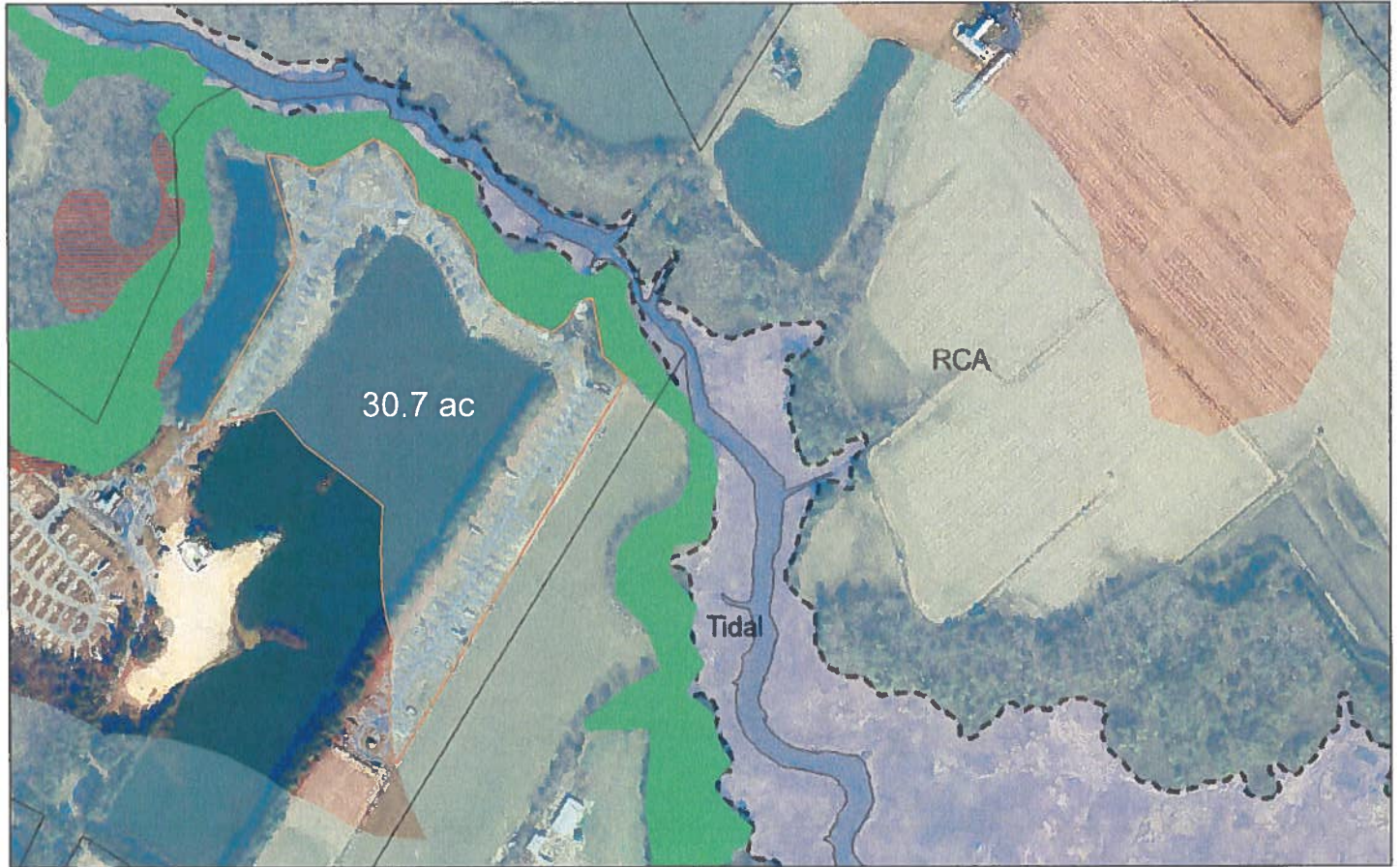
Originally, Spatial Systems Associates, Inc.  
Worcester County GIS Since receiving back from SSA, Worcester County

Web AppBuilder for ArcGIS

Attachment 3

This map is intended for planning purposes only and not for regulatory application.

9537 Croppers Island - Critical Area Remapping

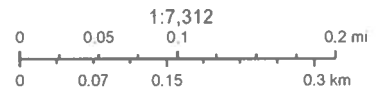


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- Override 1
- Property Lines
- Forest Conservation Easements
- Wetlands of Special State Concern

- Critical Area - MD Coastal Bays
- LDA - Limited Development Areas
- RCA - Resource Conservation Areas
- Tidally Influenced Areas

- 2024\_Worcester\_MG4\_20to1\_Mosaic\_Feet sid
- Red Band\_1
- Green Band\_2
- Blue Band\_3



Originally Spatial Systems Associates, Inc.  
Worcester County GIS Since receiving back from SSA, Worcester County

Web AppBuilder for ArcGIS

This map is intended for planning purposes only and not for regulatory application.

Attachment 4



Bali Hi Park - IDA



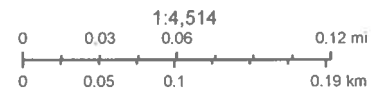
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- Property Lines
- Critical Area - MD Coastal Bays
- IDA - Intensely Development Areas

- RCA - Resource Conservation Areas
- Tidally Influenced Areas

2024\_Worcester\_MG4\_20to1\_Mosaic\_Feet.sid

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

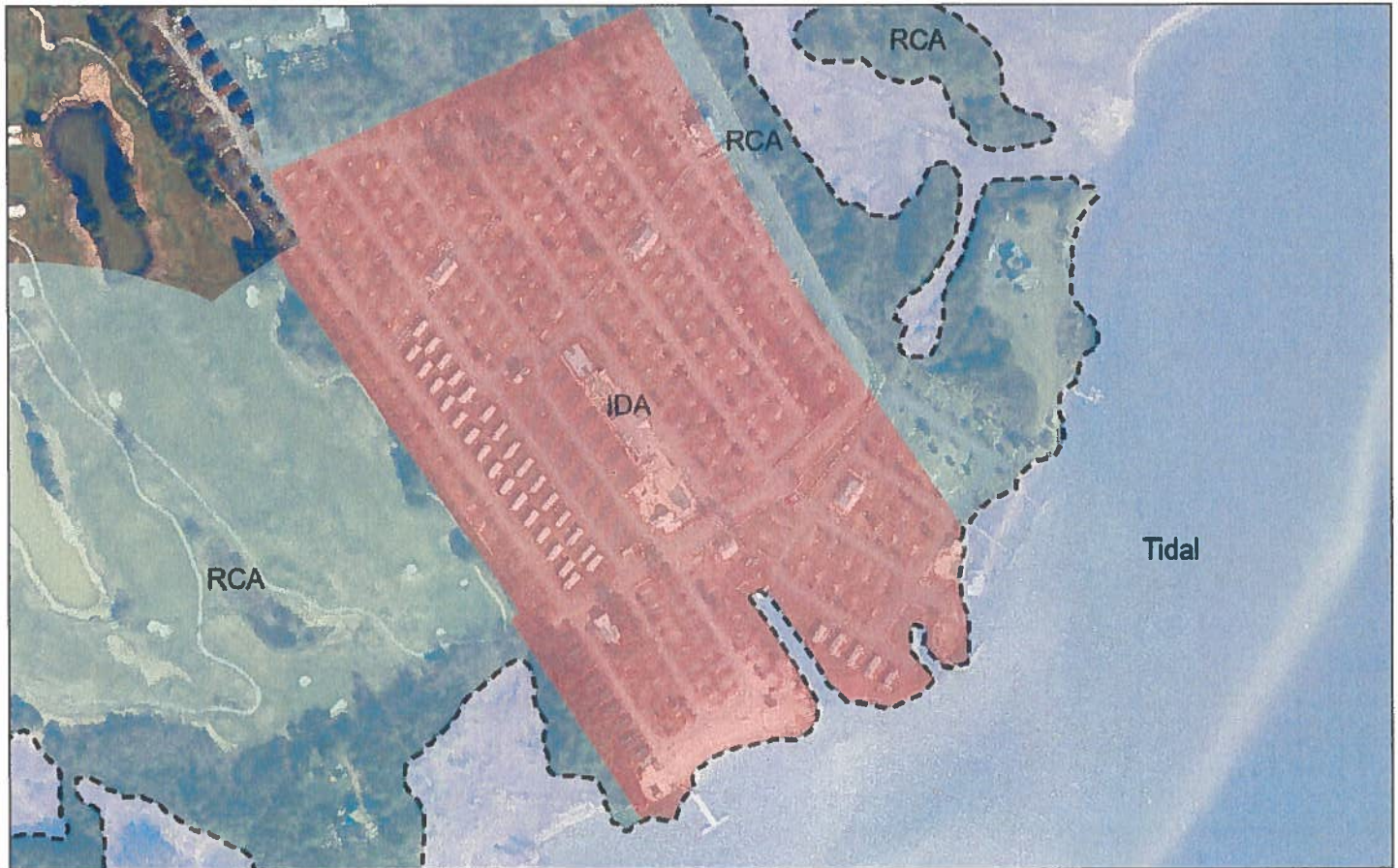


Esri, HERE, Garmin, INCREMENT P, NOAA, USGS

Attachment 5

Web AppBuilder for ArcGIS  
This map is intended for planning purposes only and not for regulatory application.

Castaways - IDA



6/23/2025, 4:16:16 PM

Critical Area - MD Coastal Bays

IDA - Intensely Development Areas

RCA - Resource Conservation Areas

Tidally Influenced Areas

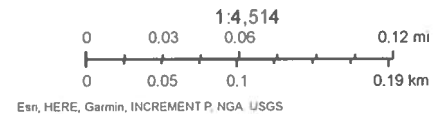
2024\_Worcester\_MG4\_20to1\_Mosaic\_Feet.sid

Red: Band\_1

Green: Band\_2

Blue: Band\_3

Attachment 6



Web AppBuilder for ArcGIS  
This map is intended for planning purposes only and not for regulatory application.



Frontier Town - IDA



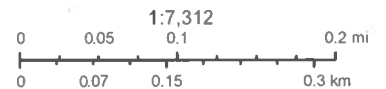
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- Property Lines
- Critical Area - MD Coastal Bays
- IDA - Intensely Development Areas

- RCA - Resource Conservation Areas
- Tidally Influenced Areas

2024\_Worcester\_MG4\_20to1\_Mosaic\_Feet.sid

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

Attachment 7

Web AppBuilder for ArcGIS  
This map is intended for planning purposes only and not for regulatory application.

# Worcester County Sheriff's Office

*Matthew Crisafulli*  
Sheriff

*Nathaniel Passwaters*  
Chief Deputy



TO: Mr. Weston Young  
Deputy Chief Administrative Officer

FROM: Lt. Robert Trautman  
School Resource Division - Commander

DATE: August 19, 2025

SUBJECT: School Resource Deputy MOU

---

The Sheriff's Office and the Board of Education are seeking the renewal of the Memorandum of Understanding (MOU) for the School Resource Deputy Program. Attached you'll find the MOU signed by Sheriff Crisafulli, Dr. Wallace and Mr. Ferrante.

Should you find everything in order, we are requesting Commissioner Elder's signature to execute the agreement for the upcoming 2025-2026 Worcester County Public Schools session.

We'd appreciate your consideration and adding this item to the next Commissioner's Meeting.

A handwritten signature in blue ink, appearing to be 'RK', is enclosed in a blue oval.

2025  
2026

**MEMORANDUM OF UNDERSTANDING  
SCHOOL RESOURCE DEPUTY (SRD) PROGRAM**

---

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the Worcester County Board of Education, Worcester County Public Schools, (hereinafter WCPS), Worcester County Sheriff's Office, (hereinafter WCSO) and the Worcester County Commissioners; collectively the "Parties".

WHEREAS the Parties have agreed to work collaboratively to provide a School Resource Deputy program for the benefit of WCPS, its students, staff, parents, and citizens of Worcester County, and in compliance with the Maryland Safe to Learn Act of 2018. NOW, THEREFORE, the Parties agree as follows:

**I. MISSION STATEMENT**

The School Resource Deputy (SRD) program provides the WCPS with valuable law enforcement resources to ensure the safety and security of students, staff, and visitors in schools and on school premises. The partnership between WCPS and WCSO promotes an environment where education, student and staff well-being are the primary focus every day.

**II. INNOVATIVE APPROACHES TO CHANGING SCHOOL ENVIRONMENTS**

The experience of SRDs as Deputy Sheriffs, combined with their specialized training focused on working in a school setting, puts them in a unique position to enhance safety and security of WCPS by engaging with students and staff on a regular basis. As sworn law enforcement officers, SRDs serve as mentors for students and a resource for school staff.

The WCPS Student Code of Conduct is the primary means for addressing student conduct, and it is the responsibility of the School Administrator to administratively resolve any violations of the Student Code of Conduct of the WCPS.

The WCSO and its SRD's retain lawful authority to investigate crimes and delinquent acts, effect arrests and employ other alternative interventions for criminal violations and delinquent acts.

**III. DEFINITIONS**

- A. WCPS Staff: Any individual(s) working on a full-time, part-time, or contractual basis for the WCPS to contribute to the functioning of its school system. These individuals include but are not limited to administrators, principals, teachers, counselors, nurses, support staff, bus drivers, coaches, and maintenance personnel.

- B. School Resource Deputy: A Deputy Sheriff of the Worcester County Sheriff's Office who has received specialized training in school resource duties and has been assigned to those duties by the WCSO. SRD may also include other Deputy Sheriffs of the WCSO who respond to calls for service and become involved in investigations arising out of events at WCPS.

#### IV. SRD SELECTION & ASSIGNMENT

- A. SRDs are employees of the WCSO, and the selection of the SRD's by the Sheriff is a critical aspect of the program. The WCSO shall determine SRD assignments taking into consideration the unique needs of each school. The WCSO shall have sole discretion in the selection and assignment of SRD's and shall attempt, to the extent possible, to select Deputy Sheriffs who have demonstrated the skills necessary to work with youth, school staff and the public.
- B. SRDs shall be assigned to all Worcester County public schools while in session and during WCSO approved after-hours school activities and events. In the event an SRD cannot be at his/her assigned school due to vacation, training, illness, etc., reasonable efforts shall be made by the WCSO to staff that school for that day.
- C. All SRDs must be certified through the Maryland Center for School Safety (MCSS) training program as required by Maryland law.

#### V. ROLES & RESPONSIBILITIES

- A. School Resource Deputy (SRD)
1. Collaborate with WCPS staff working in WCPS facilities.
  2. Facilitate positive interactions with students and staff.
  3. Serve as the liaison between the WCSO and students, parents, staff, and the school community.
  4. Set a positive example for acceptable behavior by showing respect and consideration of others and modeling methods for handling stressful situations and resolving conflicts.
  5. Develop positive, mentoring relationships with students to help reduce the risk of criminal behavior.
  6. Serve as a resource for classroom instruction and school activities, e.g., event planning, law enforcement education.
  7. Maintain competency in assigned duties by attending training relevant to his/her assignment as an SRD.

8. Engage in proactive law enforcement measures designed to deter and prevent crime and delinquent acts committed by students.
9. Attend meetings with WCPS Staff concerning matters of safety, to include, but not be limited to:
  - a. Threat Assessments to include both initial and return to school assessments
  - b. Safety Plans
  - c. Reports of code of conduct violations per the “required external notifications” as outlined in the WCPS Administrator’s Guide to Offense Codes.
  - d. Daily Check-Ins
  - e. Matter(s) involving referrals to outside services such as Departments of Social Services or Juvenile Services
  - f. Matters that have impacted or could potentially impact school and student safety.
10. Participate in the planning process for all large events at the school.
11. Participate in the planning and administration of emergency drills at the school.
12. Respond to health and safety emergencies on school premises.
13. Investigate all crime and delinquent acts occurring on school premises or committed by a student and serve as the main point of contact for calls for law enforcement service that originate from WCPS.
14. Witness unscheduled administrative searches conducted by WCPS staff.
15. Perform searches and seizures only as permitted by Maryland law.
16. Participate in all WCPS threat assessments.
17. Appear in court when notified.
18. Act as an advisor to WCPS staff in matters of safety, violence reduction strategies, legal aspects of student activities and facilities physical security matters.
19. Maintain high visibility by actively patrolling Worcester County public schools.
20. Provide training to WCPS staff on matters of law enforcement and safety.
21. Confer with WCPS staff a minimum of two (2) times per day to share information and discuss any issues that have occurred as described in this memorandum of understanding.

## B. WCPS Staff

1. Provide a safe, supportive learning environment where students are encouraged to grow emotionally, socially, and intellectually.
2. Ensure that the WCPS Student Code of Conduct is disseminated to students and parents at the start of every school year.

3. Promptly report to SRD's all crimes, delinquent acts, and violations of the WCPS Code of Conduct as outlined in the WCPS Administrator's Guide to Offense Codes "required external notifications" coming to their attention whether occurring on or away from the school premises.
4. Communicate the role and responsibilities of the SRD to all WCPS staff, and students.
5. Confer with SRD's a minimum of two (2) times per day to share information and discuss any issues that have occurred as described in this memorandum of understanding.
6. As needed, meet with the SRD Supervisor to facilitate communications between WCPS staff and the WCSO.
7. Provide feedback to the SRD Supervisor(s) regarding the SRD's performance.
8. Lead all WCPS threat assessments.
9. Request the presence of an SRD to act as a witness during all unscheduled administrative searches.
10. Provide the SRD with appropriate workspace, furniture, telephone, computer equipment, printer, and location for secure firearms storage at each school, and when possible, in a secure area to maintain confidentiality.
11. Appear in court when notified.
12. Provide statements as requested and cooperate with law enforcement during investigations.

**C. SRD Supervisor(s)**

1. Assign, schedule, train, supervise, and evaluate SRD performance.
2. Ensure that each SRD completes mandated School Resource Officer training as prescribed by Maryland law.
3. Implement and enforce WCSO policies and procedures.
4. Meet with their SRDs regularly at schools to observe their performance of duty.
5. Ensure that appropriate staffing for each school is provided, when possible, if an assigned SRD is absent.
6. Assist in resolving conflicts between the SRD and WCPS Administration in circumstances where there is disagreement regarding policy, procedures, or terms of this memorandum of understanding.

**VI. PERSONNEL COMPLAINTS**

- A.** All complaints concerning SRD job performance shall be directed to the Commander of the WCSO School Resource Division. The WCSO shall investigate all complaints made against an SRD in accordance with WCSO policy and Maryland law.



- B. All complaints concerning WCPS staff job performance shall be directed to the WCPS Chief Safety Officer. The WCPS Chief Safety Officer shall investigate all complaints made against WCPS staff in accordance with WCPS policy and Maryland law.
- C. All personnel complaints shall be submitted in writing.

## **VII. STUDENT DATA ACCESS**

The Family Education Rights and Privacy Act (FERPA) allows schools to disclose "directory" information as defined in 34 CFR Part 99 without parental consent and allows schools to disclose information without parental consent in cases where it has been determined that disclosing that information is necessary to address health and safety emergencies in accordance with FERPA.

- A. WCPS shall provide student information without parental permission and consent to SRD's if:
  - 1. The information is considered "directory information"
  - 2. Access to that information is necessary to protect the health or safety of a student or other person in an emergency situation, or
  - 3. The WCSO presents WCPS with a search warrant, subpoena, or other valid court order requiring the release of student records.
- B. WCPS shall NOT make notification to parents/guardians when student information is shared with law enforcement if:
  - 1. Law enforcement determines it necessary to protect children in cases of alleged child abuse or neglect, or
  - 2. When dictated by a judicial order.

## **VIII. LAW ENFORCEMENT ACCESS TO WCPS SECURITY CAMERAS**

- A. WCPS shall grant SRD's access to the security cameras, stored video images and recordings through computer systems maintained by the WCPS with the ability to view live streaming from cameras.
- B. WCPS shall grant law enforcement access to stored video images and recordings through computer systems maintained by the WCPS.

- C. All video images and recordings are the property of WCPS, and only WCPS personnel may download images and recordings or make copies of the images and recordings.
- D. Whenever law enforcement requires a copy of the images/recordings, a request must be made to the WCPS Coordinator of Safety. The WCPS Coordinator of Safety shall fulfill the request in a timely manner or as required by law..

#### **IX. BODY WORN CAMERAS (BWC)**

- A. Maryland law requires the WCSO to deploy body-worn cameras to be worn by Deputy Sheriffs who regularly interact with citizens. SRDs shall utilize issued BWCs as required by, and in compliance with Maryland law and applicable WCSO policies.
- B. Upon request from the WCPS School Safety Manager, WCSO shall allow WCPS staff, for administrative purposes, to view audio/video recordings of incidents/events that occurred in WCPS facilities or on WCPS property.

#### **X. QUESTIONING OF STUDENTS**

- A. SRD's shall conduct questioning of students in accordance with Maryland law. A school official should be present during any questioning of students when the questioning by law enforcement is being conducted on WCPS property.
- B. Questioning of students shall not be conducted on school premises unless:
  - 1. In connection with a crime or delinquent act committed on the premises, or
  - 2. In connection with a law enforcement investigation which, if not immediately permitted, would compromise the success of that investigation, as determined by law enforcement or
  - 3. In connection with a law enforcement investigation which, if not immediately permitted, would endanger the lives or safety of the students or other persons as determined by law enforcement.
  - 4. In connection with an investigation involving suspected child neglect or suspected child abuse under Maryland law, in which case WCPS shall permit personnel from the local department of social services and/or law enforcement to question a student on school premises during the school day.
- C. Except as provided in "D" below in this section, whenever investigative questioning of students is permitted on the premises, WCPS staff shall promptly advise the parent or guardians and the Superintendent of the nature of the investigation and such other details as may be required.

- D. WCPS staff shall NOT notify parent(s) or guardian(s) of investigations or questioning of students:
1. When the parent(s) / guardian(s) are suspects in allegations of child neglect and/or child abuse of a student, or
  2. When the parent(s) / guardian(s) are suspects in any criminal investigation.
- E. In the absence of an arrest, WCPS staff may not authorize the removal of a student from school for the purpose of investigative questioning without the consent of the parent or guardians, except as provided below:
1. A student may be removed from school premises if that student is a suspected victim of child abuse or neglect and the local department of social services has guardianship of the child or a court order to remove the child;
  2. The Superintendent or the Superintendent's designee shall ensure that prompt notification of a student's removal from school under this section is made to the student's parent(s) or guardian(s).

## **XI. SRD INTERVENTIONS**

As a result of a criminal investigation, the SRD shall utilize appropriate law enforcement interventions to include custodial arrest, non-custodial interventions, and referrals to outside resources, and mental health services. SRD's shall comply with the criminal charging guidelines found within the WCSO policies and procedures.

### **A. Non-Custodial Intervention**

SRD's have the ability to use other resources for juveniles below the age of criminality. These intervention options may be used at any age level, or in combination with custodial arrest situations and include:

1. CINS referral
2. Emergency Petition
3. Peace Order
4. Extreme Risk Protective Order
5. Juvenile Referral to Department of Juvenile Services (WCSO Form 87 - Request for Juvenile Charges)
6. Referral to the Worcester County Bureau of Investigation (WCBI)
7. Referral to Children's Advocacy Center (CAC)
8. Referral to Office of the State's Attorney

**XVII. COMPLETE AGREEMENT**

This memorandum is the complete agreement of all parties; it may be amended or modified only in writing, and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

**XVIII. SIGNATURES**

***President of the Worcester County Commissioners***

\_\_\_\_\_  
Theodore J. Elder

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

***Sheriff of Worcester County***

  
\_\_\_\_\_  
Matthew Crisafulli

08/19/25  
Date

***Superintendent of the Worcester County Public Schools***

  
\_\_\_\_\_  
Annette Wallace

8/19/25  
Date

***President of the Worcester County Board of Education***

  
\_\_\_\_\_  
Todd A. Ferrante

8/19/25  
Date

Administration  
ANNETTE E. WALLACE, Ed.D.  
Superintendent of Schools  
C. DWAYNE ABT, Ed.D.  
Chief Operations & Human Relations  
Officer  
MATTHEW J. RECORD, Ed.D.  
Chief Safety & Academic Officer, Gr. 9-12  
DENISE R. SHORTS  
Chief Academic Officer, Gr. PK-8  
VINCENT E. TOLBERT, CPA  
Chief Financial Officer



## ITEM 11

Board Members  
TODD A. FERRANTE  
President  
WILLIAM E. BUCHANAN  
Vice-President  
KATIE A. ADDIS  
JON M. ANDES, Ed.D.  
WILLIAM L. GORDY  
ELENA J. MCCOMAS  
DONALD C. SMACK, SR.

The Board of Education of Worcester County  
6270 Worcester Highway | Newark, Maryland 21841  
Telephone: (410) 632-5000 | Fax: (410) 632-0364  
[www.worcesterk12.org](http://www.worcesterk12.org)

August 25, 2025

Mr. Theodore J. Elder  
Worcester County Commissioners  
Worcester County Government Center  
One W. Market Street, Room 1103  
Snow Hill, Maryland 21863-1195

Dear President Elder:

As a result of several factors including higher than budgeted dual enrollment fees, computer software, and after school / summer school costs, several of our FY25 budget categories had actual expenditures that exceeded the original budgeted allocations. To address these increased costs, the Board of Education is requesting your approval of the categorical budget transfers described in the attached Inter-category Budget Transfers and Budget Amendment for the year ended June 30, 2025. Included in the attached document under each category is a brief description explaining the primary items driving the higher than budgeted costs. As shown in the attachment, the categorical increases will be offset by reductions in the categories of Textbooks & Classroom Supplies, Operation of Plant and Fixed Charges. The total FY25 budgetary transfers are approximately one third of the total transfer amount required last year, a clear indicator of the Board's continued commitment to realigning our budget. After review, the Board of Education approved these transfers at their meeting on August 19, 2025.

These budgetary transfers are necessary to align our budget with actual FY 2025 categorical expenditures as we complete our year-end closeout process. We deeply appreciate your continued support of the Worcester County Public School System. Should you have any questions or concerns, please contact me.

Sincerely,

Annette E. Wallace, Ed.D.  
Superintendent of Schools

pc: Members of the Board of Education  
Mr. Vince Tolbert

## BOARD OF EDUCATION OF WORCESTER COUNTY

*INTER-CATEGORY BUDGET TRANSFERS and BUDGET AMENDMENT*

FY 2025 - JUNE 30, 2025

Six categories of the FY 2025 Unrestricted Operating Budget have actual expenditures that exceed the original amount allocated. Three of these were directly related to the utilization of the Board approved FY24 assigned fund balance to support after school and summer school programs. In order to properly account for this variance, the following transfers are being submitted to the Board of Education at their meeting on August 19, 2025. In compliance with Maryland law, these transfers will also be submitted to the Worcester County Commissioners for approval.

**REDUCE THE FOLLOWING EXPENDITURE CATEGORIES:**

	<b>APPROVED <u>AMOUNT</u></b>	<b>AMENDED <u>AMOUNT</u></b>	<b><u>CHANGE</u></b>
TEXTBOOKS & CLASSROOM SUPPLIES	\$2,372,757	2,339,392	-33,365
OPERATION OF PLANT	9,822,653	9,570,782	-251,871
FIXED CHARGES	30,434,465	30,218,463	-216,002
<b>TOTAL OPERATING BUDGET REDUCTIONS</b>			<b>-\$501,238</b>
<b>FY25 SUPPLEMENTAL APPROPRIATION</b>			<b>\$0</b>
<b>ADDITIONAL REVENUES</b>			<b>0</b>
<b>TOTAL OPERATING BUDGET INCREASE</b>			<b>0</b>
<b>ORIGINAL APPROVED OPERATING BUDGET</b>			<b><u>132,035,748</u></b>
<b>REVISED TOTAL OPERATING BUDGET</b>			<b>\$132,035,748</b>

## BOARD OF EDUCATION OF WORCESTER COUNTY

*INTER-CATEGORY BUDGET TRANSFERS and BUDGET AMENDMENT*

FY 2025 - JUNE 30, 2025

**INCREASE THE FOLLOWING EXPENDITURE CATEGORIES:**

	<b><u>ORIGINAL AMOUNT</u></b>	<b><u>AMENDED AMOUNT</u></b>	<b><u>CHANGE</u></b>
<b>ADMINISTRATION</b>	<b>\$1,914,249</b>	<b>\$2,040,341</b>	<b>\$126,092</b>
Costs in the area of Administration were higher than budgeted due to several factors including higher than budgeted expenditures in the area of salaries, recruiting and in the area of memberships, dues and subscriptions.			
<b>INSTRUCTIONAL SUPPORT</b>	<b>\$9,247,630</b>	<b>\$9,395,545</b>	<b>\$147,915</b>
Costs in the area of Instructional Support were higher than budgeted in the area of computer software.			
<b>INSTRUCTIONAL SALARIES</b>	<b>\$52,397,601</b>	<b>\$52,448,401</b>	<b>\$50,800</b>
Costs were higher in this area related to after school and summer school programs salaries.			
<b>OTHER INSTRUCTIONAL COSTS</b>	<b>\$1,131,659</b>	<b>\$1,191,098</b>	<b>\$59,439</b>
The higher than budgeted costs in this category is related to the costs of dual enrollment mandated by the Maryland Blueprint law.			
<b>STUDENT HEALTH SERVICES</b>	<b>\$1,245,474</b>	<b>\$1,309,940</b>	<b>\$64,466</b>
This transfer is necessary due to several factors including nurses provided to our after school / summer school programs and the cost of health supplies for our schools.			
<b>STUDENT TRANSPORTATION</b>	<b>\$7,690,036</b>	<b>\$7,742,562</b>	<b>\$52,526</b>
This transfer is necessary related to providing transportation to students attending our after school and summer school programs.			

**SUMMARY OF TOTAL INCREASES IN EXPENDITURE CATEGORIES:**

<b>TOTAL OPERATING BUDGET CATEGORY INCREASES</b>	<b>\$501,238</b>
<b>LESS TRANSFERS FROM OTHER CATEGORIES</b>	<b><u>-501,238</u></b>
<b>INCREASE IN OPERATING BUDGET</b>	<b>\$0</b>
<b>ORIGINAL APPROVED OPERATING BUDGET FY 2025</b>	<b><u>132,035,748</u></b>
<b>TOTAL REVISED OPERATING BUDGET FY 2025</b>	<b>\$132,035,748</b>



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | [admin@co.worcester.md.us](mailto:admin@co.worcester.md.us) | [www.co.worcester.md.us](http://www.co.worcester.md.us)

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: September 2, 2025  
RE: Request to Contract – Tyler Enterprise Permitting and Licensing Software

---

The Department of Development, Review and Permitting is requesting approval for the purchase of the Tyler Enterprise Permitting and Licensing software. The total purchase amount is \$756,275. This includes one-time implementation costs of \$562,775 and a recurring annual cost of \$193,500. Please see the attached quote for additional information.

This software will allow DRP, Environmental Programs, and other county agencies that process permits and licenses to streamline the current processes by reducing inefficiencies and duplication of efforts and providing accessible and transparent service to residents and contractors. More information on the software can be found in the attached informational sheet prepared by Matt Laick, Deputy Director.

It is anticipated that the on-boarding process will begin approximately three months after the signing of a contract, with permitting modules coming online on a rolling basis.

Funding was approved in the FY26 operating budget under Account No. 100.1090.020.6130.070 – Equipment Maintenance Software Maintenance Agreements in the amount of \$753,665. We are requesting an over-expenditure of \$2,610.

Should you have any questions, please feel free to contact me.



### **Why Tyler EPL is needed in Worcester County**

Tyler Enterprise Permitting & Licensing (EPL) is not just a software upgrade, it's an essential modernization that will unify, streamline, and digitize the County's permitting, inspections, code enforcement, and licensing functions across all departments. EPL will resolve current inefficiencies, reduce duplication of efforts, and provide transparent service to residents and contractors.

## **1. County-Wide Efficiency, Transparency & Accountability**

### **Unified System Across Departments**

- Centralizes permitting and licensing for Building Permits, Zoning Permits, Liquor Licensing, Public Works, Environmental Programs, and more.
- Eliminates duplicated work, inconsistent records, and outdated paper processes.

### **Faster, Smarter Operations**

- Reduces paperwork and routine phone calls through electronic submissions, automated updates, and status tracking.
- Allows staff to focus on inspections, reviews, and higher-level tasks instead of administrative bottlenecks.

### **Transparent Government**

- Real-time dashboards for performance monitoring and workload management.
- Full digital audit trails ensure compliance with legal and state-level reporting requirements.

## **2. Empowering the Public**

### **Civic Access Portal (24/7 Self-Service)**

Residents, contractors, and business owners can:

- Search parcel/property info
- Apply for permits
- Upload documents
- Request inspections
- Pay fees online

### **Improve Customer Service**

- Reduces office traffic and phone inquiries
- Offers multilingual support and mobile compatibility
- Still retains in-person options for those who need it

## **3. Transforming Field Operations**

### **Mobile Tools for Inspections & Enforcement**

- Real-time updates from the field using tablets/phones resulting in notifications from the system to the applicants/contractors on inspection approval/disapproval status.
- Supports inspectors from Development Review and Permitting, Environmental Programs, Fire Marshal, Liquor Control, and any other future field operations.
- Photos, notes, and violation reports are synced instantly—no need to return to the office

### **Automated Syncing**

- Activities completed anywhere in Worcester County are immediately reflected in databases for all to see as long as there is cell service in the area.

## **4. Department-Specific Benefits**

### **Development Review and Permitting**

#### **Building and Zoning Permits**

- **Online Applications & Payments:** Contractors can apply, upload plans, and pay fees through the Civic Access Portal—reducing office visits.
- **Electronic Plan Review:** Reviewers can add digital markups and comments, speeding up the approval process.
- **Mobile Inspections:** Inspectors can document site visits, take photos, and update statuses in real time from the field.
- **Status Tracking:** Applicants and staff can view permit progress instantly reducing phone calls and delays.
- **GIS Integration:** Zoning boundaries, parcel data, and overlays are embedded in the system to support accurate decisions.
- **Cross Department Collaboration:** Reviews are seamlessly routed to related departments (e.g., Fire Marshal, Roads, Environmental Programs) for coordinated feedback.
- **Digital Recordkeeping:** All permit conditions, approvals, and decisions are stored centrally improving consistency and reducing lost documents.

#### **Liquor Licensing**

- **Mobile Enforcement:** Inspectors can conduct compliance checks, take photos, and log violations on-site using tablets or smartphones.
- **Centralized Tracking:** License renewals, inspections, and violations are tied to each business license for clear oversight.
- **Complaint Response:** Public complaints (e.g., overserving, hours violations) can be submitted online and assigned for investigation with full documentation.

#### **Fire Marshal**

- Digitally perform, track, and document inspections for fire code, alarms, sprinklers, and occupancy.
- Perform plan reviews for fire code compliance.
- Review plans and perform inspections for firework displays.
- Respond to complaints and issue citations from the field.
- Collaborate with permitting and planning to avoid delays in occupancy certification

#### **Environmental Programs**

- Manage septic, well, stormwater, and erosion control permits through a GIS-integrated platform
- Conduct GPS-tagged inspections and upload real-time field data
- Track and respond to environmental complaints electronically

## **5. Integrated GIS for Smarter Decision-Making**

- Location-based data becomes the authoritative source for all departments

- GIS mapping supports activity tracking, constraint overlays (wetlands, floodplains), and compliance checks
- Improves historical recordkeeping and targeted planning efforts

## **6. Seamless Financial Integration with Tyler Munis**

### **Revenue Transparency**

- EPL connects with Tyler Payments for online and in-person fee collection
- Automatically records permit, inspection, and penalty fees to the correct department

### **Budget & Audit Alignment**

- Integration with Tyler Munis Financials ensures real-time posting to General Ledger (GL)
- Simplifies reconciliation and forecasting, and improves audit-readiness

### **Benefits to Finance & Administration**

- Eliminates manual data entry and reduces reconciliation delays
- Ties services rendered directly to collected revenue
- Enhances internal controls and reporting accuracy

### **EPL Is a Strategic Investment in Better Government**

Tyler EPL enables Worcester County to provide faster service, ensure regulatory compliance, manage public resources more effectively, and meet the growing demand for digital access and accountability. It is not just software, it's the foundation for an integrated, efficient, and transparent county government.



# Enterprise Permitting & Licensing Software

Community development, business management, and environmental health software purpose-built for government

Empowering people who serve the public®



## Boost Growth and Foster a Thriving Community with Enterprise Software

From planning, permitting, and licensing to inspections, code enforcement, and compliance, Enterprise Permitting & Licensing delivers industry-leading technology in **one centralized cloud platform**, allowing you to automate, connect, and streamline your critical government processes.

This enterprise platform increases efficiency and communication, maximizing productivity and departmental collaboration and workflows. Dedicated mobile apps extend automation to the field, allowing your employees to perform their jobs more proficiently and successfully. A convenient and intuitive web portal extends and simplifies even the most complex permitting processes online and provides services to your customers and the public anytime, anywhere.

When you use technology that enables your agency and the public to have a seamless experience, with access to a single source of truth, your community will thrive. Utilized by over 750 agencies across the United States and Canada, Tyler's Enterprise Permitting & Licensing is a trusted partner of local governments built on decades of dedicated industry focus and investment.



*The Tyler permitting & licensing ecosystem offers a true enterprise solution for local governments. It aggregates data across departments and breaks down silos in your processes so users can easily access data and collaborate within your jurisdiction. It is your solution for all community development and regulatory needs serving development services, permitting, licensing, code enforcement, inspections and ongoing compliance processes.*

*“Having a single-source-of-truth platform is a game changer for our town’s permitting capabilities. Applications for construction to health permits are now visible, as everything is in one system. Inspectors can view and collaborate on all permits.”*

— Pamela Clark, Business Systems Specialist, Prosper, Texas



## Purpose-Built for Seamless Government Operations

Tyler's software offers a tailored user experience, with unique capabilities designed exclusively for city and county governments. Its autonomous nature delivers a single source of truth — a common foundation eliminates inefficiencies and duplicative workflow tasks. Our core solutions offer comprehensive regulatory and compliance management for community development, business management, and environmental health.

### Enterprise Community Development



#### **Land-Use Planning | Permitting and Inspections | Electronic Plan Review | Code Enforcement**

Revolutionize your permitting process, increase efficiencies, and reduce errors and paper usage with Tyler. By fostering collaboration across departments, reviews and inspections are expedited. Automation manages the often complex workflow of regulatory approval and permit issuance, utilizing intelligent tools for project requirement verifications, including contractor license checks and review/inspection assignments. Dedicated mobile apps enable secure on-the-go workflow, while electronic plan reviews support digital plans intake, online processing, and transparent result communication to constituents.

### Enterprise Business Management



#### **Business & Professional Licensing | Code Enforcement & Compliance | Fee Collection**

Accelerate and automate licensing processes with Tyler. Simplifying your workflow facilitates efficient inspections and reviews for new applications and renewals. Automated notifications keep license holders informed of renewal and application statuses, enhancing the customer experience. A centralized business record provides visibility into current and past records, violations, fees, and other regulatory details. Plus, you will benefit from advanced fee configuration and calculations to efficiently manage and collect all associated license and tax fees.

### Enterprise Environmental Health



#### **Operational Permits & Licenses | Inspection Management | Code Compliance & Enforcement**

Simplify the oversight of your community health programs with Tyler. Efficiently manage workflows, application reviews, operational permit compliance requirements and renewals, and recurring inspections. A centralized business record shows key contacts, associated records, and outstanding violations. Tailor inspection forms and scoring to your requirements and empower inspectors with our dedicated mobile app for on-the-go functionality. Business owners get 24/7 access to license and permit applications, inspection results, and can pay fees online. Plus, the public can access inspection results at any time.



### **Client Spotlight: Horry County, SC**

GIS-centric activities drive efficiency in Horry County, where planning and development hinge on location-based data enabled by Tyler software. Transitioning all line of business applications to be GIS-centric ensures real-time, trusted data sources, streamlining processes such as issuing building permits, which now takes on average just 24 hours from the recording of the deed.

**In the dynamic landscape of electronic plan review, where numerous individuals are involved in simultaneous reviews, Tyler's emphasis on clarity becomes indispensable, ensuring that no crucial task is overlooked in the collaborative process.**

## **Implement Modern Workflows**

### **Virtual Workflow and Automation**

With Enterprise Permitting & Licensing, your agency can break down silos, remove extra steps and redundancy, and address bottlenecks for increased productivity around permitting, licensing, zoning, regulatory management, inspections, and code enforcement.

- Visual workflows provide clarity to staff, managers, and applicants, efficiently tracking tasks and SLAs.
- Intelligent workflows automatically record activity, like inspection completion, granting immediate access to results.
- Intuitive workflows include GIS, application, and workload data, adding extra steps for additional reviews and processes.
- End-to-end project transparency delivers seamless collaboration between all stakeholders.

### **GIS-Built Solution**

The core of our permitting and licensing solution is built on GIS, utilizing Esri® services as the sole authoritative source for everything you do at a location level – whether it's an address or a parcel, a point, line, and polygon or a predefined GIS feature. Our integration is bidirectional with real-time data updates.

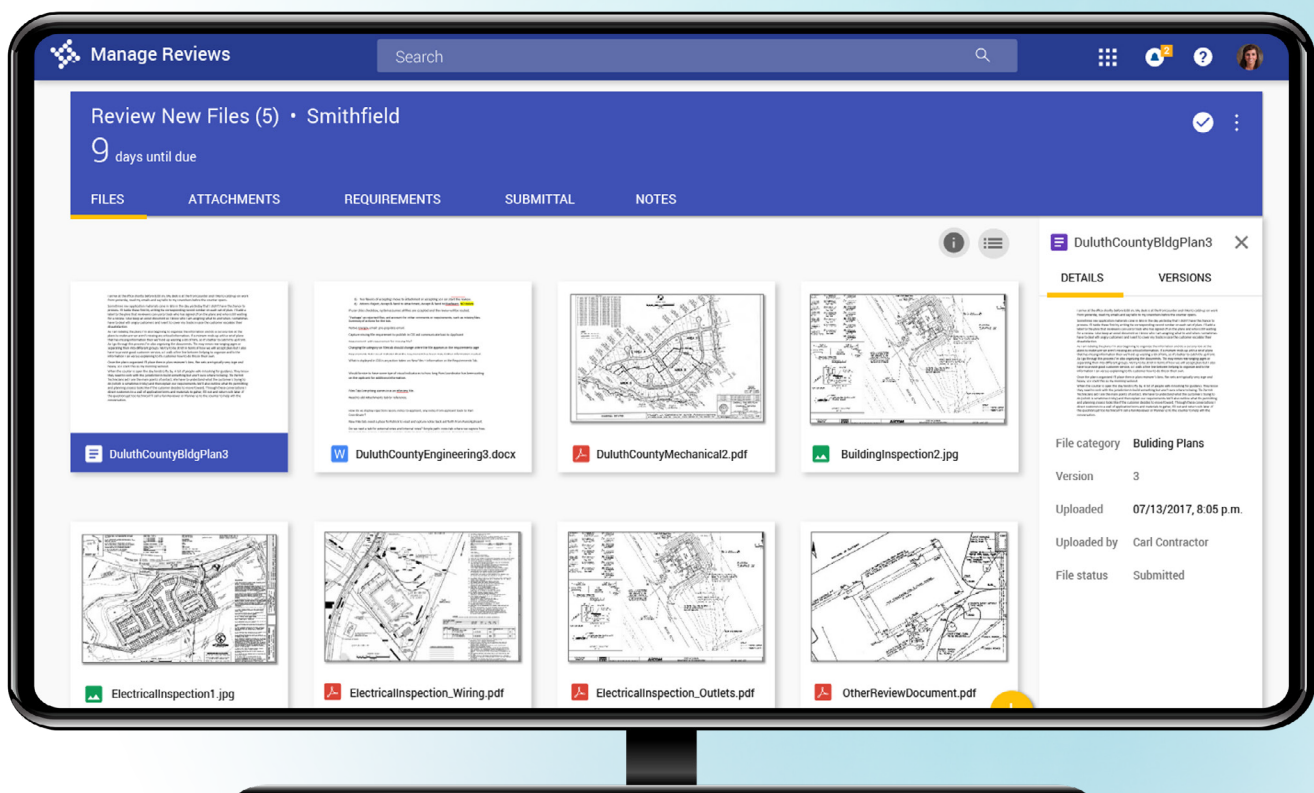
GIS-intelligence is natively infused into all processes. Trends, relationships, and patterns visually emerge from multiple sources of spatial information, allowing for better planning, forecasting, and decision making. The data helps improve accuracy and enhance communication among agency partners. You can also automate workflow processes, assignment notifications, fee calculations, and business rules. Using GIS mapping, field workers and back-office staff can plan the most efficient route for inspectors to accomplish their daily goals.

Tyler is a pioneering GIS-based permitting technology provider, a two-time Esri Partner of the Year, and a recognized innovator in public-sector software and GIS.

## Electronic Plan Review

Administer your agency's plan review and submittal process within a paperless, browser-based environment with Tyler's electronic plan review software (eReviews). Purpose-built and native to our system, eReviews allows you to easily digitize your plan review process and provide clear task lists that guide both staff and applicants seamlessly through each step. Our user-friendly interface not only routes and distributes reviews and tasks but also manages the turnaround services levels and highlights overdue and upcoming deadlines. This transparency is invaluable for managers overseeing their teams, allowing for efficient reassignment of work when necessary.

Because electronic plan review activities are seamlessly built into the workflow, you have access to important metrics that track your SLAs, so you can understand the full submittal timeline story. Constituents and government agencies alike can see when the application was submitted, when and where it was routed, how long reviews took, and how many versions were required. In addition, our software integrates with electronic markup tools and the process is seamlessly built into the workflow, so you do not have to manage separate submittal workflows.



*eReviews provides digital markups and approval stamps; analysis of files with version overlay comparisons, calibration, scaling, and snap functions for measurements; version control and a comprehensive audit trail; plan archival for agency and emergency retrieval and much more.*



## Engage the Public and Improve Satisfaction with Extended Services

### Civic Access Web Portal

Modernize your community development process by providing comprehensive online services that can manage even the most complex permit processes. Our purpose-built, online portal was developed hand-in-hand with feedback from contractors, business owners, and agency staff, so you can deliver an online experience as customer-friendly and intuitive as a visit to your office. Online tools ensure you maintain effective communication with residents and contractors while eliminating the need for a phone call or office visit. Residents and contractors can search for an address or parcel, submit an application, request an inspection, pay invoices, and more 24/7/365.

The Civic Access portal enables efficient online project management for business owners and contractors, offering full transparency into the review process. It provides actionable intelligence in real-time, keeping users informed of their progress and notifying them of necessary actions.



*“One of our biggest wins was implementing Tyler’s Decision Engine. It walks citizens through the process of selecting the correct application type. Previously, citizens were regularly applying for the wrong application, which added extra time to the process for staff and themselves. Very quickly, we saw a 75% decrease in the wrong application types, improving turnaround time and customer satisfaction.”*

— Jessica Crone, Management Analyst, City of Rancho Cordova, CA

## Decision Engine Application Guidance

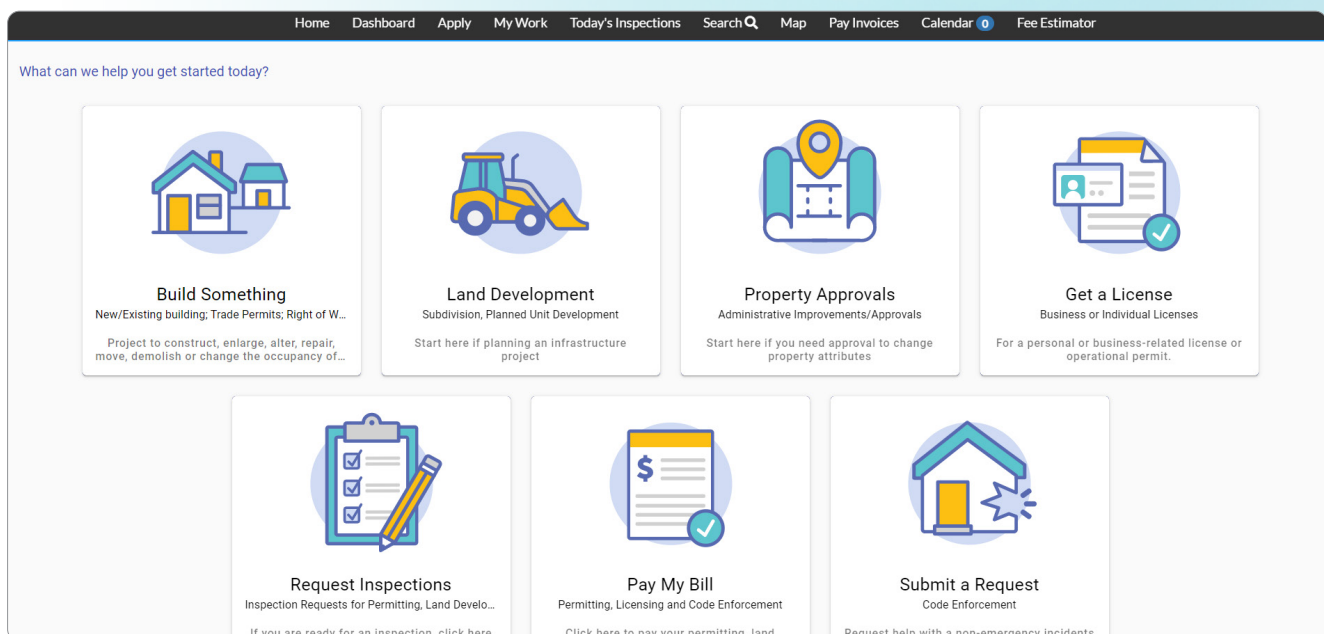
Elevate confidence in submissions with Decision Engine, our intuitive, easy-to-navigate online permit guide. A comprehensive permitting and licensing wizard for local governments, it helps citizens and contractors navigate local ordinances and regulations, ensuring that the correct information is submitted. Liberate staff from the burden of managing incorrect submissions, so they can focus on more impactful tasks.

## Virtual Sessions

Remotely engage with your customers with Virtual Sessions, a fully integrated virtual meeting software that allows your agency's staff to utilize screen sharing, video conferencing, and chat capabilities rather than depending on in-person meetings or email. Use Virtual Sessions to perform remote inspections via video, provide application assistance or completeness checks, and discuss plan review results.

## My Civic App and 311 Alerts

Connect government with residents, visitors, and business owners with My Civic, Tyler's comprehensive, customizable mobile app platform. Through a single, public-facing app, you can promote civic engagement and enhance your community's quality of life. Plus, your residents can access all the services, resources, and information you have to offer, enabling them to play a more active role in the area they call home.



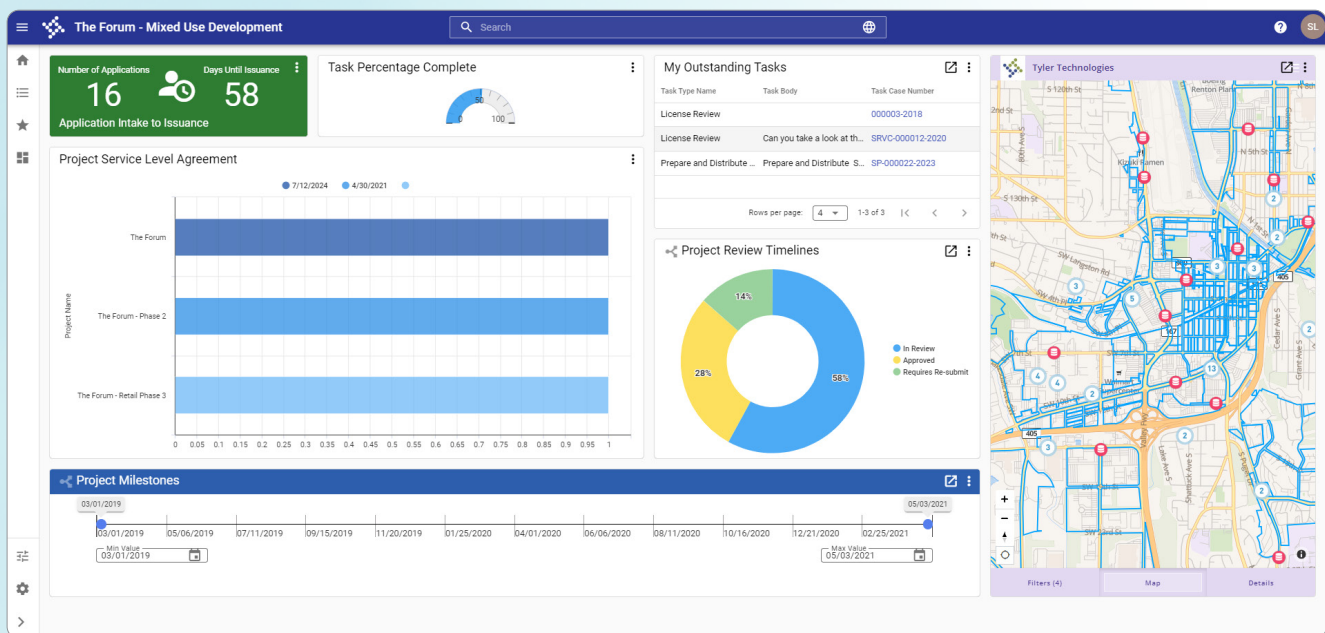
*With Decision Engine, through a simple interface, applicants can navigate through thousands of lines of ordinance in minutes to arrive at the appropriate permitting or licensing task, whether it's applying, renewing, paying, requesting a meeting or inspection, or just providing more information.*

Tyler's advanced data and insights tools enable secure sharing of analyses, visualizations, and performance metrics across various departments and programs via a unified interface.

## Be Efficient and Transparent with Actionable, Real-Time Reporting

### Hub

Tyler's Hub platform is a versatile tool for building personalized dashboards tailored to your diverse user needs. Seamlessly surfacing pertinent information, it empowers users to gain insights into their workload, deadlines, and pending tasks, while offering managers a comprehensive view of team tasks, SLAs, and trends. Our user-friendly approach ensures customization without the need for advanced technical skills, allowing agencies to effortlessly shape their Hub pages to align with specific preferences and objectives. It provides click-through access to dig into details and convenient PDF and Excel capability for easy report generation.



*The Hub dashboard delivers real-time, actionable data. This view provides insight into a single project – showing engineering work, utility work, building permits, land use, approvals, and licenses that may have been reviewed or issued code enforcement activity that's happened within that project boundary. You can easily track SLAs and interact with a centralized task list that you can act on.*



## Community Development Executive Insights

Delivering dashboards with government-specific metrics that utilize industry-recognized analytics, Community Development Executive Insights informs leaders across your agency with relevant and critical data. Real-time visualizations allow leaders to identify bottlenecks across a series of operational performance indicators, make informed decisions, and drive action through internal collaboration.

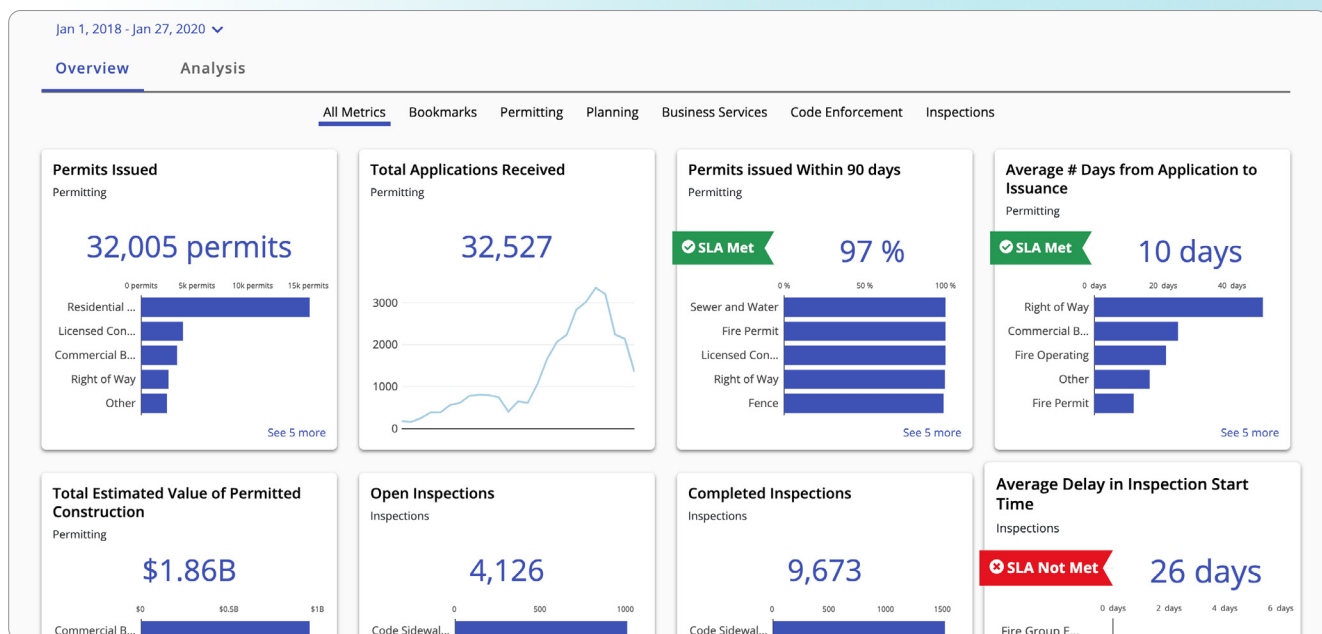
## Citizen Connect

Transforming data into a visual experience for the public, this map-centric portal delivers a geospatial perspective on Enterprise Permitting & Licensing data. Offering trend analysis and personalized alert notifications, the capabilities go beyond individual cases, catering to the unique interests of each constituent. Delivered through a visually-striking, interactive, and context-aware interface, this platform adheres to 508 compliance and embraces modern data consumption principles.



## Client Spotlight: Onslow County, NC:

County administrators and department heads want the big picture when looking at data. With Executive Insights, they see how our departments are tracking on the main metrics screen without needing explanations of a complex report. Even when taking a deeper dive into the metrics, the information is displayed so that any user can understand what they are seeing. Now, we have one easy to use app that provides centralized reporting where we can pull data in real-time from all the modules across Enterprise Permitting & Licensing.



Executive Insights: Summary View of Metrics Across Functions

## Training, Support, and Community

Choosing a Tyler product unlocks a wealth of resources for you. As we continuously innovate and enhance our software, our clients evolve and innovate with us. With access to the Tyler Community, you can connect and learn from peers throughout North America. Share your ideas for product innovation, inquire about industry trends from other agencies, and discover optimal ways to maximize your software usage. Participate in regional User Groups, attend Tyler's annual user conference, Connect, and benefit from tailored programs that provide training, continuous configuration support, and strategic planning to ensure you make the most of your investment.

## Work Securely On the Go

Enhance inspection capabilities and field-office connectivity with mobile apps for Enterprise Permitting & Licensing. User-friendly design and store-and-forward tech streamline data access and capture during inspections. Communicate, upload images, and send notes from the field. Mobile efficiencies streamline office tasks, reducing drive time, speeding up inspections, and cutting costs. Work offline; data syncs once connectivity is restored.

### Code Enforcement Mobile

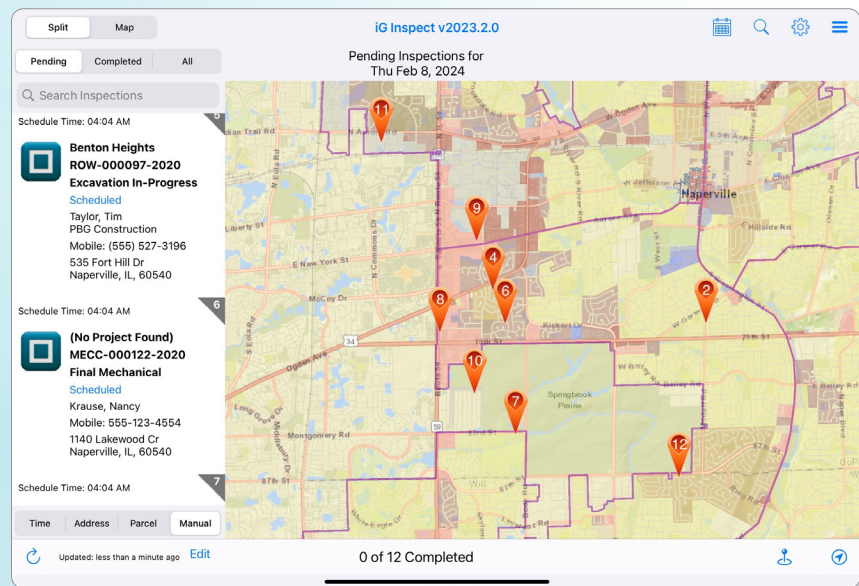
Complete enforcement tasks in real time, streamlining the process and enabling staff to create and manage cases.

### Inspections Mobile

Quickly and easily manage daily inspection, from research and review to recorded comments, digital signatures, and printing.

### Environmental Health Mobile

See history of the establishment and previous violations while documenting all current violation details and capturing associated photographs.



*Empower government workers to manage cases, code enforcement, and inspections in the field with mobile apps for Enterprise Permitting & Licensing.*



## Why Tyler?

Thanks to our singular focus, subject-matter expertise, and best-in-class products, Tyler helps the public sector connect agencies, jurisdictions, and residents to create a digital foundation required to make a real, positive impact on the lives of the people you serve.

### Purpose-Build for the Public Sector

With over 30 years in the public sector, 13,000+ agencies using Tyler solutions, and 45% of our 7,200 team members with public sector experience, we understand the challenges your government faces every day. Tyler stands out with the industry's largest client base and an unparalleled focus and investment in permitting and licensing products.

### Seamless Client Experience

Tyler is unique in that we design, develop, implement, and support our software solutions in-house. We serve as your single vendor and partner from project initiation to ongoing support, mitigating risks associated with third-party outsourcing. Our integrated teams prioritize quality, easy configuration, and exceeding industry standards.

### Investment in Innovation

Tyler invests millions of dollars annually to develop innovative software solutions tailored for your users, community, and business processes. Our passion lies in utilizing cutting-edge technology to address your agency's most pressing challenges, whether through AI adoption or virtual inspection tools. Tyler is at the forefront of integrating the latest technological innovations to meet your requirements.

### Connected Communities Vision

Tyler's ecosystem facilitates data-sharing and streamlined workflows across departments, agencies, and jurisdictions while seamlessly connecting residents to their governments. Our technology connects communities together, so agencies can work as one across bureaucratic and geographical boundaries. Our public-facing solutions provide a singular login experience, providing an optimal experience for your constituents to complete all business transactions in one place.



13K

client  
locations

40K

product  
installations

98%

client  
retention rate

7

years on Government  
Technology's  
"GovTech 100" list

## About Tyler Technologies, Inc.

Tyler Technologies (NYSE: TYL) provides integrated software and technology services to the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate efficiently and transparently with residents and each other.

By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights into opportunities and solutions for their communities. Tyler has more than 40,000 successful installations across nearly 13,000 locations, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.

Tyler has been recognized numerous times for growth and innovation, including Government Technology's GovTech 100 list. More information about Tyler Technologies, an S&P 500 company headquartered in Plano, Texas, can be found at [tylertech.com](https://tylertech.com).

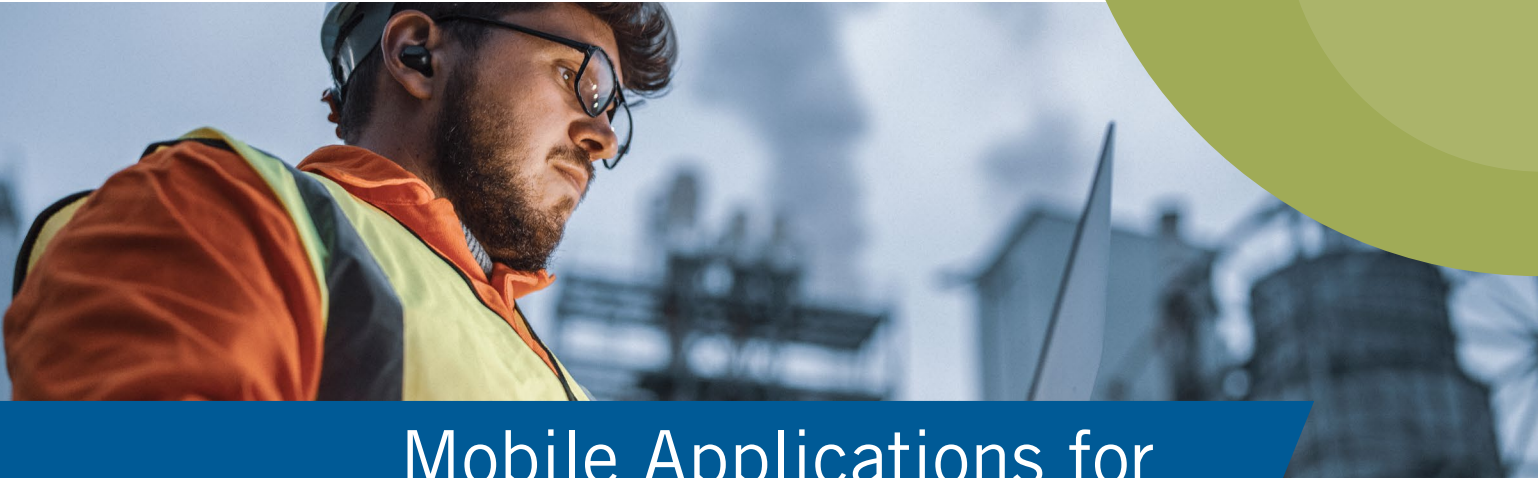
[info@tylertech.com](mailto:info@tylertech.com) | 1.800.772.2260 | [tylertech.com](https://tylertech.com)



**Empowering people who serve the public®**

**12 - 16**





# Mobile Applications for Enterprise Permitting & Licensing

*powered by EnerGov™*

Enterprise Permitting & Licensing's mobile applications create a mobile workforce platform that empowers government workers to manage cases, code enforcement, and inspections in the field. The apps offer flexible operational capabilities to meet any agency's unique requirements and can run in disconnected mode when wireless connections are unavailable. They give you the freedom to choose your location without the threat of losing mission-critical data.



## CODE ENFORCEMENT MOBILE

Agency workers can complete enforcement management tasks in real time. This solution complements Enterprise Permitting & Licensing's powerful back-office software, streamlines the enforcement process, and enables staff to proactively manage cases.



## INSPECTIONS MOBILE

Government field workers can quickly and easily manage inspections for buildings, land use, environmental, health, safety, and compliance in a wireless environment. Users can effortlessly manage the daily inspection process from research and review to recorded comments, digital signatures, and printing capabilities.

## FEATURES

- Adapted for iOS® and Windows®
- Automatically route staff assignments directly to their mobile device
- Offers ability to take pictures in the field to attach to cases in the office
- Allows you to take and submit notes and pictures while you're reviewing, inspecting, and working in the field
- Provides notes, work orders, inspection information, and assignments when Wi-Fi connectivity is available
- Allows you to continue working with or without Wi-Fi access and sync with home office operations once Wi-Fi connectivity is available



## ENTERPRISE PERMITTING & LICENSING

# Code Enforcement Mobile



### STREAMLINE CODE ENFORCEMENT

Record notes, take photos, and update violations through your tablet or phone instead of having to manage multiple devices or re-enter notes back in the office



### INFORM OFFICERS

View relevant data about the location, violation, contact information and previous investigations to make more informed decisions



### INCREASE SAFETY

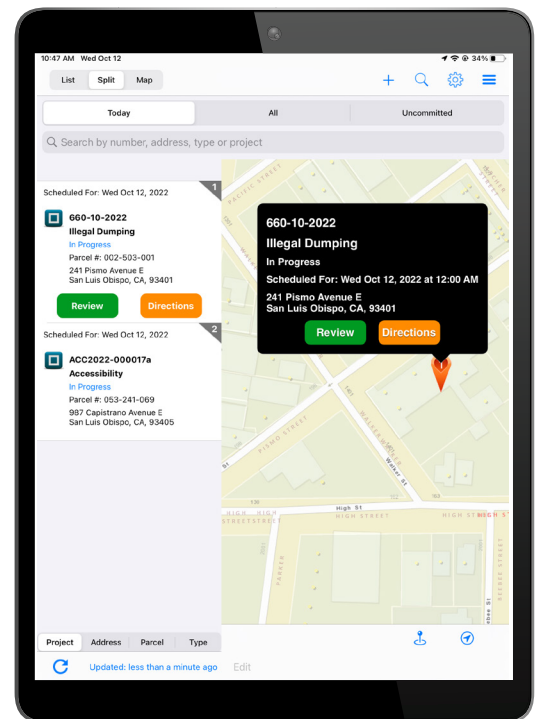
Easy-to-use features and a singular handheld device allow officers to complete their work efficiently, enabling them to spend less time in potentially dangerous areas

## TAKE CODE ENFORCEMENT ON THE GO WITH TYLER'S MOBILE APPLICATION

You no longer need to wait to enter code enforcement data back at the office! Tyler's robust mobile app gives staff access to code case information and file code case tracking data directly from the field. Staff can cut back on data entry and reduce duplicate processes and capture and enter investigation findings on-site, complete with time-stamped photos added directly to the case's file. Automated to-do lists allow field staff to organize their workflow efficiently and get to the next location without stopping by the office, increasing efficiency and case investigation capacity.

## PROACTIVELY MANAGE CASES — FROM ANYWHERE

The mobile application platform allows government code enforcement professionals to view, manage, and update cases directly from the field, ensuring that no data gets overlooked. With the ability to work from anywhere, whether Wi-Fi is available or not, staff can improve efficiency through fewer barriers to work and the ability to enter information while it is still top of mind — right after the site visit. Once code enforcement employees are connected to Wi-Fi, they can sync their latest information to the system for record keeping or other team members to access.



## ENTERPRISE PERMITTING & LICENSING

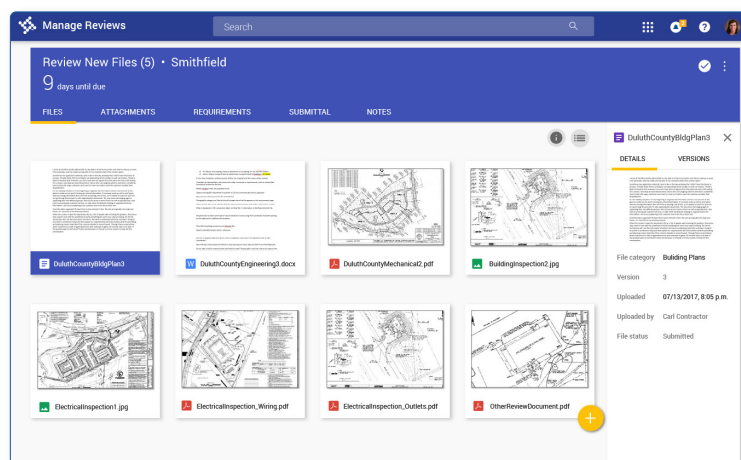
# eReviews

## POWERFUL ELECTRONIC PLAN REVIEW AUTOMATION

Tyler's Enterprise Permitting & Licensing (powered by EnerGov™) eReviews extension adds a unique and powerful dimension to the Enterprise Permitting & Licensing platform. This technology allows your agency's plan review and submittal process to be managed within a browser-based, paperless environment and easily interfaces with Enterprise Permitting & Licensing's Community Development and Business Management applications. Users also enjoy collaborative interaction with constituents through seamless integration with Enterprise Permitting & Licensing's Civic Access portal. More importantly, eReviews allows agencies to link the digital review process to GIS (based on Esri® ArcGIS technology) to allow for geospatial viewing, interaction, and reporting. Enterprise Permitting & Licensing's eReviews is your answer to a more effective review process.

## SYSTEM FEATURES

- Paperless plan submission process
- Powerful and seamless workflow collaboration within the Enterprise Permitting & Licensing regulatory process
- Digital markups and approval stamps
- Analysis of files with version overlay comparisons
- Calibration, scaling, and snap functions for measurements
- Version control and a comprehensive audit trail
- "Approved" plans published for field inspector access
- Plans archived for agency and emergency retrieval
- Departmental permission and much more



Paperless Plan Review

# Implementing New Technology to Break Down Silos and Increase Savings, and How to Ease the Transition

Temecula, California, is a charming city with wooden boardwalks and hot air balloons, located in the heart of Southern California's wine country. From Old Town Temecula, full of antique shops and western-era architecture to the city's five breweries and numerous festivals, Temecula is the perfect mix of history and modernity. But there's nothing historical about the software systems the city government relies on to keep Temecula up and running.

Temecula has 140 city employees serving its 110,000 citizens. Using state-of-the-art systems that open lines of communication across departments while cutting down processing time is crucial.

## Finding a Solution

Temecula has been using Tyler Technologies' Eden software for human resources and financials since 1997. When it was time to update its civic solution, Temecula looked to Tyler's GIS-enabled Enterprise Permitting & Licensing software as a means to automate and centrally connect their community development processes.

"It was the best of breed for that type of software, and...we knew that we wanted to partner with Tyler," said Sara Seng, a senior IT specialist who has dedicated the past six years to the City of Temecula IT Department.

Temecula went live with Enterprise Permitting & Licensing in late 2014.

"It's nice because everyone is utilizing the same software the same way," Seng said. "They understand the system, the way it works — and it's similar across departments."

## Making the Switch

One hundred of Temecula's 140 staff members actively use Enterprise Permitting & Licensing. Temecula was meticulous in their approach to training those employees to run the new system, and Tyler was standing by to help when needed. Temecula decided to pursue ongoing training as well to keep everyone up to date with current processes.

"We're Enterprise Permitting & Licensing Assist clients," said Seng. "We use training and virtual labs that is provided to us by Enterprise Permitting & Licensing Assist. Our users think it is great!"

By taking a thorough approach to implementing the software and providing the appropriate training, Temecula turned its staff into raving fans of the new software.

"They love it. It's a total 180," said Seng. "If you ask anybody, the first thing they'll say is, 'We wouldn't go back.' They talk about how easy it is, their processes are smoother, and their citizens are happy."

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## Overview

- **Citizens:** 110,000
- **Location:** Temecula, California
- **Tyler Solutions:** Enterprise Permitting & Licensing, Eden, Cashiering
- **Enterprise Permitting & Licensing Users:** 100

## ITEM 12

**Everyone's Happy**

Thanks to Temecula's efforts and forward-thinking approach, everyone in the permitting process saves time and effort: citizens, developers, executives, and others.

Seng said, "Permit approvals used to take someone one-to-two days to route a paper form for a sign off. We are now electronic, and it eliminates that step."

The entire process has been shortened: from the time the citizen submits the permit request to the time it is approved. As the adage goes, time is money, so this is a financial win for the municipality as well. But being a well-rounded local government means caring about more than the bottom line, which Temecula knows. The city cares about the hassle saved for citizens and employees as much as the savings it experiences internally.

**Citizens**

Temecula puts a lot of effort into ensuring its citizens are happy. The city understands that its success is directly tied to the community it creates, so it employs all kinds of tools — from a city app to a YouTube channel — to keep residents connected to each other and the local government. Because citizens are such a priority for Temecula, the city makes sure its use of technology makes residents' lives easier.

"Our citizens used to wait an hour to get simple things done, and now they're in and out of here in 15 minutes. It's nice that the service times are shorter and they don't have to wait an hour for staff to speak to them," Seng said of citizens making requests and reporting issues.

**Employees**

The city has seen a vast improvement in the time it takes to issue a permit as well.

"Miscellaneous/simple permits...used to take about 45 minutes to an hour to process. The counter staff can [now] enter the data, process the payment, and print the building permit in less than 15 minutes," said Seng.

Not only can Temecula staff now enter permits in the system much faster, but the city uses a paperless workflow to make the approval process faster as well.

"Our building techs do not have to chase down approvals to issue building permits. Approvals are in the system before the customer comes in to get their permit," said Seng.

**Management**

Consider how many steps are involved in the permitting process — from back office setup, to citizen submission, to all the tasks involved in review and approval before issuance. If Temecula is saving 30-45 minutes to process just miscellaneous permits and is saving time on the approval phase as well, think how much time is being saved overall. Then consider how that time savings bleeds into monetary and resource savings as well. Finally, expand that savings beyond the municipality's payroll. Through the city's implementation of Enterprise Permitting & Licensing, Temecula ensures citizens, contractors, and developers all experience savings. Temecula is certainly seeing positive ROI from its Enterprise Permitting & Licensing implementation — from quantifiable to intangible — ensuring the decision to invest in the software was a good one.

**A Connected Community**

Temecula is using Enterprise Permitting & Licensing and other technology to create a digital infrastructure that supports its government operations and its citizens' needs. This digital infrastructure that connects the city to its residents is key in creating a thriving community, which is the goal of any municipality. Tyler Technologies is proud to partner with the City of Temecula, California, as they foster the growth of a connected community by breaking down silos and reducing processing time internally, leading to increased citizen engagement externally.

**Interested in learning more?**

[www.tylertech.com/products/enterprise-permitting-licensing](http://www.tylertech.com/products/enterprise-permitting-licensing)  
888.355.1093

[CommunityDev@tylertech.com](mailto:CommunityDev@tylertech.com)



# ITEM 12 2017 TYLER PUBLIC SECTOR EXCELLENCE AWARD WINNERS

## ★ City of Miami Beach

### Coastal City Leverages Technology for Increased Efficiency and Workflow

Two years ago, Miami Beach City Manager Jimmy Morales asked his staff to identify ways to improve the delivery of their services. The staff's assessment unearthed less-than-optimal results: the city's current practices were cumbersome, manual and, in many cases, paper laden.

Additionally, the city used several stand-alone systems for permitting and other functions, and none managed more than just one city process. Procedures that should have been integrated were operating in silos, which further restricted the city's ability to conduct timely reviews and implement important checks and balances.

Carmen Sanchez, the deputy director for the City of Miami Beach, said the findings showed the city had room for improvement.

"All the inefficiencies were resulting in uncollected fees and inconsistent issuance and enforcement of regulations," she said. "Plans and permits were reviewed on paper or on aging software that was at end-of-life and unsupportable."

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### Organization Profile

- Client Name: City of Miami Beach
- Phone Number: 305.673.7000
- Website: [www.miamibeachfl.gov](http://www.miamibeachfl.gov)
- City: Miami Beach
- State: Florida
- Number of Employees: 2,000 +
- Population: Approximately 92,000
- Tyler Client Since: 2015
- Tyler products/solutions: Enterprise Permitting & Licensing, Cashiering and Enterprise ERP

Miami Beach's planning department struggled with unwieldy procedures — they were required to review all applications and revisions on paper. The process generated no less than thousands of documents and more than 2,000 boxes that were permanently housed in a storage facility. Staff had to regularly sift through these paper records to gain access to important information. The paper-focused approach also restricted the department's ability to make edits and revisions on the fly, which resulted in a long, tedious process. It was time for a change.

In addition to the struggles we faced,” Sanchez said, “our citizens were having to search our webpage for links that provided only limited information. We wanted to enhance our business processes and provide a better experience for our customers.”

## Integration is Key

After vetting several vendors, Miami Beach selected Tyler Technologies to deliver the technology they needed to get their processes back on track. The city selected Tyler's Enterprise Permitting & Licensing software — along with Cashiering and Tyler's Enterprise ERP software — to update their business processes while implementing a system that provided cross-departmental integration and efficiency. Sanchez explained integration was of the utmost importance to Miami Beach.

“From our perspective, communication is key,” she said.

“We needed to make sure everyone could see the same information, which we did not have before. Everyone works different hours, so to be able to have instant access to the information you need 24/7 is very important.”

## Automating and Streamlining the Review Process

“Throughout the implementation process, our focus did not shift. We stayed on course to deliver the best customer service possible. Because of everyone's efforts, internal and external clients can now benefit from the great new technology,”

Sanchez said of Miami Beach's implementation of Enterprise Permitting & Licensing.

Through the software, Miami Beach has been able to automate their previously archaic planning process in planning. Gone are the manual processes of hauling heavy sets of plans to and from various offices. Instead, planning staff can now review and make comments directly on electronic submittals using the Enterprise Permitting & Licensing eReviews feature. Sanchez said the technology has transformed their daily processes.

“We've been able to cut our review time significantly, since we can now request and receive revisions in minutes,” she said. “Now, 100 percent of our applications are submitted online and reviewed electronically via eReviews.”

Sanchez said the software allows planning staff to communicate quickly and efficiently with architects and engineers alike.

“Planning staff and other disciplines that would not usually review applications but whose input is crucial in some projects, can now conduct concurrent reviews and provide comments to clients expeditiously,” she said.

## Connected Processes Yield Increased Insight

Because Enterprise Permitting & Licensing is specifically designed to automate and centrally connect critical processes, Miami Beach employees have greater insight into the progress of planning-specific tasks. This insight allows them to better manage the collection of fees, assess the status of plan and permit cases, and keep the process as efficient as possible.

Additionally, improved tracking allows for better projections and statistics that empower Sanchez and her team to strategically allocate their resources.

“We track the number of cases and permits processed, which allows us to determine the levels of staff needed to maintain high customer ratings,” Sanchez explained. “This has greatly increased our productivity.”

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### In Their Own Words:

“From our perspective, communication is key. We needed to make sure that everyone could see the same information, which we did not have before. Everyone works different hours, so to be able to have instant access to the information you need 24/7 is very important”

— **Carmen Sanchez**, Deputy Director, City of Miami Beach, Florida

### Providing Enhanced Customer Service

In addition to the benefits Sanchez and her team have enjoyed, the city’s citizens are also reaping rewards. Miami Beach citizens can now easily access plan, permitting and code compliance cases, apply for business licenses online and research the status of pending applications all from the comfort of their homes (or rather, from the beach).

“The transparency and integration of Tyler software allows us to work as a multidisciplinary team to assist both our internal and external customers,” Sanchez said. “It has really helped us fulfill the city’s desire to deliver excellent customer service.”

### A “Greener” Miami Beach

The new processes Sanchez and her team have implemented have also helped the city keep its commitment to green initiatives, which is another way Miami Beach aims to serve its citizens.

“Miami Beach is greatly affected by sea level rise and climate change, so implementing green initiatives that reduce our carbon footprint is very important to our city and its citizens,” Sanchez said. “Eliminating the reliance on paper has gone a long way in helping us reach that goal.”

So, what became of the 2,000 boxes of files in storage?

“We are happy to announce we’re digitizing the contents, providing access to the information via Enterprise Permitting & Licensing, and giving the paper files a destroy date!”

Sanchez explained that the office building she shares with her staff used to contain 15 filing cabinets, all stuffed to the brim with city documents and forms. Thanks to Enterprise Permitting & Licensing, there’s nary a filing cabinet to be found.

“We are using the old storage space to create a new conference room, a new area for reception and a flex space that can be used for a lot of different things,” Sanchez said. “We have a lot of meetings with architects, developers and engineers, so we’re pleased we can now provide a nice, clean space that is used for something more productive than simply storing paper.”

### More than Software

Sanchez said her staff is always quick to offer advice to other municipalities facing the same issues that plagued Miami Beach before the implementation of Enterprise Permitting & Licensing.

“We have received many calls from other cities regarding our selection of Tyler software,” she said. “We systematically tell them that it’s not just about the software – Tyler is an excellent provider and enjoys a good reputation in the industry. We tell them all about the Tyler team, their corporate philosophy, our experience with them, their guidance and their good sense of humor.

“We tell them to not be afraid to think beyond the obvious, because software can be used in surprising ways to address problems that are unique to your organization.”

Interested in learning more about Enterprise Permitting & Licensing?

Visit us at [www.tylertech.com/products/enterprise-permitting-licensing](http://www.tylertech.com/products/enterprise-permitting-licensing), or give us a call: 888.355.1093.



**Empowering people who serve the public®**







## ★ Marco Island, Florida

Enterprise Permitting & Licensing Mobile Apps Give Inspectors Freedom and Efficiency in the Field

### Key Challenges

- Heavy paper traffic
- Communications with back office
- Efficiency in the field

### Benefits

- Real-time project communication between field, back office, and citizens
- Workflow control in office and the field
- Reduced paperwork
- Increased availability of digital documents and resources
- Reduced mileage and calls to office for information

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### Organization Profile

- **Industry:** Local Government
- **Population:** 18,000+
- **Location:** Marco Island, Florida
- **Tyler Products/Solutions:** Enterprise Permitting & Licensing Inspections Mobile and Code Enforcement Mobile Applications

## New Perspective on Managing Code Enforcement and Inspections

Marco Island, Florida, is best known for its beaches, water, and panoramic views off the Southern Gulf Coast of Florida. It's long been a paradise for artists and photographers, but the city is now painting a new picture of how to manage code enforcement and inspections: one of real-time, efficient customer service, using Inspections Mobile and Code Enforcement Mobile, iPad applications for Tyler's Enterprise Permitting & Licensing software (powered by EnerGov™).

The City of Marco Island took notice when other cities began to find ways to relieve the same challenges they were having with heavy paper traffic, back office communications, and efficiency in the field. Enterprise Permitting & Licensing, a Tyler Technologies solution, acknowledged these issues and offered a vehicle to overcome them. With that came the mobile technology they needed to work in the field in real time and serve their jurisdiction more effectively.

## Real-Time Information, Communication, and Workflow Control in the Field

With four building, two fire, and three code enforcement inspectors and more than 100 assorted permits to process per week, it's always a priority to get inspectors into the field quickly every morning. After retrieving and entering any additional inspection requests and making any necessary changes to their schedule and routes, inspectors hit the road with iPads in hand. And what has made the biggest impact? Real-time results in the field.

*“Our inspectors went from not wanting an iPad to loving it.”*

— **Lisa Loewer**, Customer Service Supervisor  
City of Marco Island, Building Services Department

### In Their Own Words:

“Our inspectors enjoy the freedom that comes with using their iPad®. They're not tied to driving back to the office 10 times per day, and they don't have to call the office all of the time for information.”

— **Lisa Loewer**, Customer Service Supervisor

“Our inspectors went from not wanting an iPad to loving it,” said Lisa Loewer, Customer Service Supervisor for the City of Marco Island's Building Services Department.

Now with mobile technology in hand, Marco Island inspectors have the ability to control several workflow functions in the field, including rescheduling, modifying, and reassigning work to other inspectors if their schedule changes. That works both ways, too.

“When an unexpected phone call for an immediate inspection comes in, I can assign it to a specific inspector and it will appear on their iPad in minutes. Our inspectors enjoy the freedom that comes with using their iPad. They're not tied to driving back to the office 10 times per day, and they don't have to call the office all of the time for information. We can attach documents at the permit level and they are immediately visible,” said Loewer.

Marco Island has invested heavily in scanning plans and documents to reduce the paper load and help with online document visibility. Inspectors can also access publicly

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**Empowering people who serve the public®**

### In Their Own Words:

“[Enterprise Permitting & Licensing] does what we need it to do, and that helps us do more and provide more service for people.”

— **Lisa Loewer**, Customer Service Supervisor  
City of Marco Island, Building Services Department

available GIS-based maps of the city and vendors’ web-based material specifications to help them with real-time decision-making at inspection sites.

When Marco Island went live with their technology, a digital version of a paper inspection ticket was already available for use in the field. Inspectors saw an immediate benefit as there was no paper shuffle and they could immediately record their actions in the field as opposed to travelling back to the office and having to remember what processes they performed.

### Workflow Efficiency Leads to Added Customer Service

The City of Marco Island serves as a resource for others researching the Enterprise Permitting & Licensing software. While potential customers are curious about workflow efficiencies and the potential ability to downsize once it is implemented, Loewer counters with a different perspective.

“[Enterprise Permitting & Licensing] is well worth the money and is a powerful and robust software,” she said. “It does what we need it to do, and that helps us do more and provide more service for people.”

A small staff can get big results with the right technology. The City of Marco Island has proven it. Inspectors are now more empowered with workflow control, availability of digital documents and resources, and real-time communication from the field. In turn, they have been rewarded with a decrease in paper flow, increased productivity, and savings in time and travel from the field — all proof they made the right choice in partnership with Tyler Technologies.



Empowering people who serve the public®





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

<http://www.co.worcester.md.us/departments/drp>

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

### MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
FROM: Jennifer K. Keener, AICP, Director  
DATE: August 25, 2025  
RE: Request for Determination of Nuisance – 1444 Snow Hill Road

\*\*\*\*\*

I am requesting County Commissioners' consideration of the following:

- Declaration of an Emergency Nuisance under the provisions of § PH 1-102(f) for the structure located at 1444 Snow Hill Road in Stockton. DRP has received and investigated complaints relating to the condition of the building, confirming that it is in significant danger of collapse. Due to the proximity of the structure and potential debris field to the existing roadway and overhead utility lines, we are requesting that this be declared an emergency nuisance.
- Establishment of a limited timeframe for abatement. DRP has made every effort to contact the property owner. We were able to meet with the owner at the site on August 20, 2025. As of the date of this memo, a demolition permit has been submitted and is under review. A fence has been installed for security under § ZS 1-332 Unsafe structures. However, we would request that the Commissioners establish a reduced timeframe for completion once the permit is issued. A typical demolition permit is valid for twelve months pursuant to § ZS 1-115(g).

While we are supportive of the property owners' current efforts to resolve this issue, we are requesting that the Commissioners still declare the matter an emergency nuisance to be abated so that we can pursue remediation as may be necessary to protect the public. Attached you will find a report prepared with input by Mr. Paul Renshaw, Zoning Inspector, and Mr. Gerald Brooks, Building Inspector, along with an aerial photograph of the subject property (2024 imagery), photographs of the structure, and copies of the applicable code sections.

Should the County Commissioners concur with my recommendation, I have prepared a draft of the Abatement Order to be sent to the property owner of record.

As always, I will be available to discuss this matter with the Commissioners at their convenience.

**Subject Property:** 1444 Snow Hill Road, Stockton  
Tax Map 86 Parcel 173

**Property Owner:** Brown Dog Services, LLC

**Mailing Address:** 8601 Marshall Creek Road, Newark, MD 21841

This property has been the subject of numerous complaints dating back to the mid-1990's. This past spring, the prior owner was working with staff with the goal of obtaining a demolition permit for the structure. However, the property was sold in May 2025 for \$1.

**July 22, 2025:** Following another complaint on the structural condition of the building, DRP staff investigated and found that there was cracking in the brick façade, indicating a potential structural issue. The property was immediately posted with an "unsafe structure" notice pursuant to § ZS 1-332 and a letter was sent to the new property owner of record but was returned to sender. Photographs are attached.

During this time, DRP staff conducted research to find contact information on the resident agent for the LLC, as well as recent permit records. Despite several attempts, the property owner did not contact us.

**August 19, 2025:** DRP staff was notified that a portion of the brick façade had fallen. Staff immediately responded to the site and documented the condition with photographs (attached). Due to the proximity of the structure and potential debris field to the existing roadway and overhead the utility lines, we prepared another letter to be hand-delivered to the property owner's address in Newark that afternoon. The Building Inspector and Zoning Inspector met with an individual who confirmed he was the manager of the LLC but refused to provide his name. He also refused to accept the letter. Given the public safety concerns, staff notified County Administration, Department of Public Works, State Highway Administration, Worcester County Sheriff's Office and Delmarva Power of the issue.

**August 20, 2025:** The property owner/ manager reached out to staff and requested a site visit with the inspectors to discuss the next steps. The letter was also posted on the building. He immediately came in to apply for a demolition permit application with the department. The permit is in review with all applicable agencies.

**August 22, 2025:** The property owner has installed a fence to prevent trespass pursuant to § ZS 1-332 Unsafe structures.

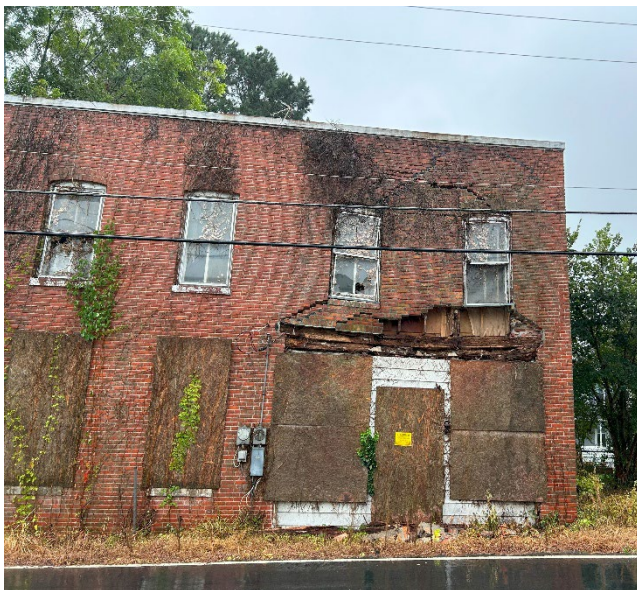


**Photographs of 1444 Snow Hill Road, Stockton**

**July 22, 2025**



**August 19 and 20, 2025**







8/20/2025, 2:36:17 PM

•

Addresses

Property Lines

Worcester Centerline

2024\_Worcester\_MG4\_20to1\_Mosaic\_Feet.sid

Red: Band\_1

Green: Band\_2

Blue: Band\_3

1:389

00.010.01 mi

00.010.02 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,



Date

Brown Dog Services, LLC  
8601 Marshall Creek Road  
Newark, MD 21841

BY REGULAR MAIL AND CERTIFIED MAIL

**Nuisance Abatement Order #25-1**

You are hereby notified pursuant to Section 1-102(f) of the Public Health Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners of Worcester County have ordered that you abate the nuisance condition which exists on property owned by you located at 1444 Snow Hill Road, Stockton, Maryland 21864, and identified on Worcester County Tax Map 86 as Parcel 173. The precise nature of the nuisance, as determined by the County Commissioners, being the dilapidated, unattended and uninhabitable structure which constitutes a nuisance under the provisions of Subsections PH 1-101(a)(11) of the County Code. A copy of the law is enclosed for your reference.

**You are hereby ordered to abate such nuisance by \_\_\_\_.** Should you wish a hearing on the matter, you must sign and deliver the enclosed request for a hearing to the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, not later than five (5) days from your receipt of this letter.

Should you request technical assistance regarding the abatement of the nuisance, you may contact Paul Renshaw, Zoning Inspector, or Gerald Brooks, Building Inspector, at the Worcester County Department of Development, Review and Permitting at (410) 632-1200, ext. 1135 or 1156 respectively.

Sincerely,

Candace Savage  
Deputy Chief Administrative Officer

cc: Jennifer Keener, Director of Development, Review and Permitting  
Kristen Tremblay, Zoning Administrator, DRP  
Phil Thompson, Finance Officer

TO: The Worcester County Commissioners  
Room 1103 – Worcester County Government Center  
One West Market Street  
Snow Hill, Maryland 21863-1195

Having been served with Nuisance Abatement Order No. 25-1 of the board of County Commissioners of Worcester County to abate a nuisance pursuant to Section 1-102 of the Public Health Article of the Code of Public Local Laws of Worcester County, Maryland, I hereby request a hearing on the matter before the Board of County Commissioners.

\_\_\_\_\_  
Name (please print)

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

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

\*\*\*\*\*

TO: Brown Dog Services, LLC  
8601 Marshall Creek Road  
Newark, MD 21841

BY CERTIFIED MAIL

Your request for a hearing on Nuisance Abatement Order No. 25-1 has been received.

The hearing on this matter has been scheduled for \_\_\_\_\_, at \_\_\_\_\_, in Room 1101 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1195.

\_\_\_\_\_  
Candace Savage  
Deputy Chief Administrative Officer

## Title PH1. Health-Related Nuisances

## SUBTITLE I. Environmental Health Hazards

## § PH 1-101. Nuisances.

[Amended 11-10-1987 by Bill No. 87-5; 4-25-1989 by Bill No. 89-2]

- (a) Certain conditions to be declared nuisances. The existence of any of the following conditions in the County which are found to be dangerous or prejudicial to the maintenance of property values, health, safety or general welfare of the people of the County by the duly designated County department or official are hereby declared to constitute a public nuisance:

[Amended 11-16-2004 by Bill No. 04-11]

- (1) The uncontrolled growth of grass, weeds or other rank vegetation, including but not limited to ragweed, poison ivy, poison oak, poison sumac, and all other noxious weeds which are generally known to be either allergenic, a skin irritant, or toxic when ingested, to a height exceeding one foot.

[Amended 5-18-2010 by Bill No. 10-4]

- A. The above requirement shall not apply where the Department has determined, after an investigation which considers the physical characteristics or actual use of the property or other relevant factors, that the property qualifies as one of the following: properties utilized for a bona fide agricultural purpose, natural wooded areas, stream protection areas, habitat protection areas, steep slope and erodible soil protection areas, stormwater management facilities areas, unimproved areas of more than three acres in size, areas publicly owned and maintained as natural areas, and private open space areas covenanted with the County as recreational areas to be maintained in their natural state. In no case shall noxious weeds as described above be allowed to grow within sixty feet of any property line adjoining an occupied property zoned for residential, commercial or industrial purposes. In addition, the above requirement shall not apply to wetlands, stream protection areas, habitat protection areas, steep slope and erodible soils protection areas, stormwater management facilities areas and nature study areas. Any uncontrolled growth as described in and subject to the provisions of this section shall be cut to a height not exceeding four inches.
- B. Where it is ascertained that the owner, occupant or person in control of any lot or lands within the County has allowed or maintained on such lot or lands any growth of weeds or other rank vegetation to a height over one foot or that noxious weeds, as defined herein, are growing on lands within the County, written notice shall be served upon the owner, lessee, agent, or tenant having charge of any lot or lands within the County that weeds or other rank vegetation have been allowed to grow to a height exceeding one foot and that such weeds or other vegetation must be cut to a height not exceeding three inches. If the owner or other person having charge of such lands is a nonresident, notice shall be sent by regular United States mail to his address as shown on the tax assessment rolls as maintained by the Maryland Department of Assessment and Taxation. Mailing by regular United States mail shall constitute adequate notice. In addition such notice shall be posted on the lot or lands not less than fifteen days prior to taking any further action and shall contain information describing the nature of the violation, the anticipated corrective action, and whom to contact for further information. If the address of any owner or person having charge of such lot or lands cannot be located after diligent search, posting of such notice on the lot or land shall constitute adequate notice.
- (2) Any accumulation of animal or vegetable matter or manure that is offensive by virtue of odors or vapors or by the inhabitation therein of rats, mice, snakes or vermin of any kind which is or may be dangerous or prejudicial to the public health.
- A. The provisions of this section pertaining to manure shall not apply to legitimate agricultural land use unless said use is immediately adjacent to a residential structure on another lot. In such cases, manure cannot be stored within one hundred feet of the residential structure.
- (3) Any placing, leaving, dumping or accumulation of rubbish, household trash or junk causing or threatening to cause a fire hazard, or causing the inhabitation therein of rats, mice, snakes, or vermin of any kind or the accumulation of stagnant water causing or threatening to cause the breeding of insects which is or may be dangerous or prejudicial to the public health.
- (4) Other than as provided in Subsections (a)(4)A and B below, the outdoor storage or accumulation of personal property occupying greater than one hundred square feet of land area per parcel or lot, including but not limited to the following: appliances, appliance parts, furniture, linens, household goods, lawn mowers, auto, truck, boat, recreational vehicle, motorcycle or bicycle parts, scrap metal, glass, scrap paper, bicycles, wire, electrical or plumbing parts and fixtures, tools, building supplies and materials not in storage for existing permitted construction activity on the site.
- A. When the storage or accumulation of personal property as described in Subsection (a)(4) above is visually screened from adjoining public road rights-of-way and adjoining properties or contained wholly within a completely enclosed structure, the storage or accumulation of personal property may occupy greater than one hundred square feet of land area per parcel or lot.
- B. The provisions of this subsection shall not apply to properties utilized for bona fide agricultural purposes.
- (5) The deposit or accumulation of any foul, decaying or putrescent substance or garbage, trash, rubbish or other offensive matter upon the ground surface or in or upon any groundwater, abandoned well, sewage system, bathing area, lake, pond, watercourse, ditch, drain, gutter or tidewater, hole or pit.
- (6) The overflow of any foul liquids or sewage or the escape of any sewage or sewage gas from any privy, cesspool, septic tank, subsurface tile field or any other type of sewage system which is not connected to a municipal sewage system; or any open cesspool or unsafe sewage system.
- [Amended 7-26-2005 by Bill No. 05-8]
- (7) A toilet or urinal in any public or quasi-public building which is maintained in an unsanitary condition.
- (8) The accumulation or deposit of manure, human feces, garbage, cannery wastes or by-products, feathers and poultry offal, carcasses of animals or any form of filth.
- (9) A polluted or unsafe water system, well or spring or the pollution of any well or spring.
- [Amended 7-26-2005 by Bill No. 05-8]
- (10) Any premises having an unsafe sewerage system or facility, or that is not provided with a suitable toilet or sanitary privy for all persons gathering, working or living therein.

- (11) Any dilapidated, burned-out, fallen-down, ramshackled or decayed structure or remnant thereof which is unattended and uninhabitable or unusable for its intended purpose and is beyond reasonable hope of rehabilitation or restoration. The Commissioners, in making a determination of a nuisance condition under this subsection, shall consider the historical significance of the structure and its danger or potential danger to the public.
- (12) Any unattended and unprotected man-made hole, cave, crater, cavity, pit or pool or similar surface condition which constitutes or has the potential of becoming a hazardous area to the public because of potential for cave-in, subsidence or collapse or because of an accumulation of water.
- (13) The disposition of any animal carcass upon the surface of any land, road or highway.
- (14) Such other similar conditions as the County Commissioners may determine to be prejudicial or dangerous to the health or safety of the people of the County or any of the above or similar conditions as may be determined by the County Commissioners to be prejudicial to property values in the County.

(b) Procedure for determination of nuisance.

- (1) The County Commissioners shall, by resolution, designate County departments or officials to investigate, determine the existence of and issue citations for nuisances.
- (2) The County Commissioners or any department or official designated to enforce this Subtitle may require that nuisance complaints be in writing, signed by the complainant and contain such information as may be necessary to locate and investigate the condition.
- (3) No complaint shall be necessary to institute the investigation of a nuisance.
- (4) Departments and officials designated to enforce this Subtitle shall cooperate with each other in sharing information and making investigations.
- (5) The investigating department or official shall, after investigation, determine whether or not a nuisance exists.

(c) Violations.

- (1) Anyone permitting or maintaining a nuisance as determined hereunder shall be guilty of a civil infraction.
- (2) Each day that a nuisance is permitted or maintained shall constitute a separate infraction.
- (3) A property owner of property on which a nuisance exists, as well as the person causing the nuisance, shall be guilty of such civil infraction.
- (4) Nothing in this Subtitle shall prohibit the abatement of a nuisance under any other legal procedure or relieve a person charged with a civil infraction hereunder from liability under any other civil or criminal enactment.

- (d) Notice. In addition to the penalties contained in Subsection (c) hereof, where it has been determined pursuant to Subsection (b)(5) hereof that a nuisance exists, the Department or official making such determination shall cause written notice to be sent to the property owner, as well as the occupant or other person in possession of the property in question, said notice to describe the nature of the nuisance and the actions necessary for correction. Such notice shall be sent by registered mail to the owners address as identified on the tax assessment rolls as maintained by the Maryland Department of Assessment and Taxation. If the address of any owner or person having charge of such lot or lands which is the subject of the nuisance cannot be located after diligent search or if the aforementioned notice by registered mail is not accepted or otherwise not deliverable, posting of such notice on the lot or land shall constitute adequate notice. Such notice shall be posted on the lot or lands not less than seven days prior to taking any further action and shall contain information describing the nature of the violation, the required corrective action, and whom to contact for further information.

[Added 11-16-2004 by Bill No. 04-11;<sup>[1]</sup> amended 5-18-2010 by Bill No. 10-4]

<sup>[1]</sup> *Editor's Note: This bill also redesignated former Subsection (d) as Subsection (e).*

(e) Applicability.

- (1) This Subtitle shall apply only in the unincorporated areas of Worcester County and shall not apply to any disposal site operated by the County Commissioners or the Worcester County Sanitary Commission.<sup>[2]</sup>  
<sup>[2]</sup> *Editor's Note: The Sanitary Commission was abolished by Bill No. 93-19.*
- (2) This Subtitle shall not apply to any legal, bona fide, recognized agricultural practice, provided that such practice does not constitute a health hazard.

## Title PH1. Health-Related Nuisances

## SUBTITLE I. Environmental Health Hazards

## § PH 1-102. Abatement of nuisances.

[Amended 11-10-1987 by Bill No. 87-5; 8-2-1988 by Bill No. 88-6; 4-25-1989 by Bill No. 89-2]

- (a) County Commissioners may abate. The County Commissioners may abate any nuisance so designated under this Subtitle.
- (b) Procedure. Where necessary corrections have not been completed after the notice requirements as contained in § PH 1-101(d) hereof have been fulfilled, any Department or official charged with the enforcement of this subtitle may cause or request abatement of any nuisance condition in accordance with the following:

[Amended 11-16-2004 by Bill No. 04-11; 5-18-2010 by Bill No. 10-4]

- (1) Where the Department has ascertained there to be a violation of the provisions of § PH 1-101(a)(1) hereof and corrective actions have not commenced after notice as provided for in § PH 1-101(d) hereof, the Department may enter upon the premises and cut or otherwise remove the overgrowth of vegetation in accordance with the standards as set forth in § PH 1-101(a) hereof. All costs associated with cutting and or removal of the vegetation, and a service fee, shall be assessed in accordance with a fee schedule established by resolution of the County Commissioners. The Department shall mail a statement of charges promptly upon completion of the corrective action to the owner of the premises. All such statements shall be due and payable within thirty days of mailing and shall bear interest thereafter in the same percentage as a delinquent County tax bill. Any unpaid and delinquent statement shall become a lien upon all real estate and personal property of the subject in the same manner as delinquent taxes and a notation shall be made upon the tax records of the County Finance Officer.
  - (2) For all nuisance conditions which remain uncorrected after notice as provided for in § PH 1-101(d) hereof, other than that described in Subsection (b)(1) hereof, the appropriate Department or official may request abatement of a nuisance.
- (c) Notice, order, hearing. After the receipt of a request as described in Subsection (b)(2) hereof, the County Commissioners shall notify, in writing, the owner of the property on which the nuisance is located, as shown on the tax assessment rolls of the County as maintained by the Maryland Department of Assessments and Taxation, as well as the occupant or other person in possession of the property in question, of the request for abatement and shall send to such person an order requiring the prompt abatement of such nuisance within a reasonable time, to be set in such order, which is to take into account the nature of the nuisance. The notice shall afford the owner, occupant or other person in possession of the premises the opportunity to be heard by the County Commissioners within a reasonable time, to be set in such order, which time shall take into account the nature of the nuisance. Such notice shall be sent to the owner's address as shown on the tax assessment rolls of the County as maintained by the Maryland Department of Assessments and Taxation by registered United States mail. If the address of any owner or person having charge of such lot or lands cannot be located after diligent search, or if the aforementioned notice by registered mail is not accepted or otherwise not deliverable, it shall be sufficient to post such notice on the lot or land. Such notice shall be posted on the lot or lands not less than fifteen days prior to taking any further action and shall contain information describing the nature of the violation, the anticipated corrective action, and whom to contact for further information.

[Amended 11-16-2004 by Bill No. 04-11; 5-18-2010 by Bill No. 10-4]

- (d) Abatement by County.
- (1) In the event that such person does not abate any such nuisance as prescribed hereby within the prescribed period of abatement or does not appear before the County Commissioners and have such abatement order rescinded by the County Commissioners within the time prescribed, the County Commissioners may enter upon the premises and cause such condition to be removed or otherwise remedied by such means as the County Commissioners may deem most appropriate and expedient.
  - (2) Any person, upon receipt of an abatement notice as prescribed by this section, may, at any time up to the date on which such person might have been heard with regard to an order to abate, request the County, in writing, to abate such condition, provided that such request states an affirmative agreement on the part of the requesting party to pay the costs of such removal or abatement.
- (e) Cost of abatement. Any actual costs incurred by the County in removing, abating or otherwise remedying any nuisance as herein prescribed, including reasonable attorney's fees, shall be charged to the owner of the land on which the nuisance existed as well as all subjects of the civil infraction citation and shall become a lien upon all real estate and personal property of the subject of the civil infraction citation in the same manner as delinquent taxes. In the case of a condominium or cooperative, the lien shall be upon all of the individual units proportionally. It shall be the duty of the County Finance Officer to mail a statement of such charges to the persons responsible at the address shown on the tax assessment rolls of the County or, in the case of no address on the assessment roll, to the last known address. All such statements shall be due and payable within thirty days from the date of receipt thereof and shall bear interest thereafter in the same percentage as a delinquent County tax bill. In the event that any such statement becomes delinquent, a notation of the delinquency shall be made upon the tax records of the County Finance Officer.
- [Amended 7-26-2005 by Bill No. 05-8]
- (f) Emergency nuisances. If, upon receipt of a report pursuant to Subsection (b) hereof, the Commissioners determine that a nuisance constitutes an emergency situation presenting a clear and present danger to the health or safety of the public, the Commissioners may abate the nuisance pursuant to Subsection (d) hereof without notice or hearing; provided, however, that the Commissioners shall make a good-faith effort to informally contact the property owner or occupant of the premises or person in possession and provide a reasonable opportunity to be heard. The cost of abatement pursuant to Subsection (e) shall not be assessed against the property owner until after the property owner has been given a notice and a reasonable opportunity to be heard.

## Subtitle ZS1:III. Supplementary Districts and District Regulations

### § ZS 1-332. Unsafe buildings and storm damage.

Nothing in this Title shall prevent the temporary strengthening to a safe condition of any part of any building or structure declared unsafe by proper authority, to protect from the elements a structure or building damaged by an act of nature or to protect from trespass until such time as it shall be restored or fully demolished in accordance with this Title.





DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1200 / FAX: 410.632.3008  
<http://www.co.worcester.md.us/departments/drp>

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

August 19, 2025

Brown Dog Services LLC.  
8601 Marshall Creek Rd. Newark Md. 21841 (via hand delivered)  
**RE: 1444 Snow Hill Road. Stockton, MD 21864 Tax Map: 86, Parcel: 173**

Dear Property Owner:

The purpose of this letter is to inform you that the Department has received an inquiry associated with your property located at 1444 Snow Hill Road, alleging that there is a dilapidated, unsafe structure on the above referenced property. The County Building Inspector conducted a visual inspection once again of the property from the roadway on 8/19/25 and determined the matter to be valid and deteriorating quickly.

We have attempted to contact you via certified mail on 7/25/2025 and by phone on 7/23/2025 and 8/19/2025 with no response from you.

The Public Health Article, Section PH 1-101 outlines conditions that constitute a structural concern: "Any dilapidated, burned-out, fallen-down, ram shackled or decayed structure or remnant thereof which is unattended and uninhabitable or unusable for its intended purpose and is beyond reasonable hope of rehabilitation or restoration."

The rules and regulations pertaining to the Public Health Code may be found at the following website:  
<https://ecode360.com/13402747>

**Please be advised that you have until September 2<sup>nd</sup> 2025 in which to contact Worcester County with your plans to stabilize your building and submit a demolition permit or Worcester County will proceed with the abatement process at your expense.**

The purpose of this paragraph is to emphasize the importance of remedying the nuisance complaint, and to inform you of the severity of the issue. In accordance with Section PH1-101(c), anyone permitting or maintaining a nuisance shall be guilty of a civil infraction. Each day the nuisance is permitted or maintained shall constitute a separate infraction. **The property owner of the property on which a nuisance exists, as well as the person causing the nuisance shall be guilty of such civil infraction.** In the event a nuisance is not eliminated, the Department will request that the County Commissioners abate the complaint. If the County Commissioners decide to abate the nuisance, the property owners and/or persons causing the nuisance will be responsible for costs, including legal fees, associated with the remediation of the violation.

Your prompt attention to this matter is greatly appreciated. **Please reach out to this office to discuss any questions or concerns.** I may be reached via email [gbrooks@co.worcester.md.us](mailto:gbrooks@co.worcester.md.us) or by phone 410-632-1200 Ext: 1156.

Respectfully,

Gerald Brooks  
Building Inspector





DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

## Worcester County

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1200 / FAX: 410.632.3008  
<http://www.co.worcester.md.us/departments/drp>

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

July 24, 2025

Brown Dog Services LLC.  
8601 Marshall Creek Rd. Newark Md. 21841  
**RE: 1444 Snow Hill Road. Stockton, MD 21864 Tax Map: 86, Parcel: 173**

Dear Property Owner:

The purpose of this letter is to inform you that the Department has received an inquiry associated with your property located at 1444 Snow Hill Road, alleging that there is a dilapidated, unsafe structure on the above referenced property. The County Building Inspector conducted a visual inspection of the property from the roadway on 7/22/25 and determined the matter to be valid.

The Public Health Article, Section PH 1-101 outlines conditions that constitute a structural concern: "Any dilapidated, burned-out, fallen-down, ram shackled or decayed structure or remnant thereof which is unattended and uninhabitable or unusable for its intended purpose and is beyond reasonable hope of rehabilitation or restoration."

The rules and regulations pertaining to the Public Health Code may be found at the following website:  
<https://ecode360.com/13402747>

**Please be advised that you have 30 days from the date of this notice in which to contact Worcester County and submit a demolition permit application or your plans to restore the existing dilapidated structure. Worcester County is willing to work with you to obtain a demolition permit either by contractor or by controlled burn if so desired.**

The purpose of this paragraph is to emphasize the importance of remedying the nuisance complaint, and to inform you of the severity of the issue. In accordance with Section PH1-101(c), anyone permitting or maintaining a nuisance shall be guilty of a civil infraction. Each day the nuisance is permitted or maintained shall constitute a separate infraction. **The property owner of the property on which a nuisance exists, as well as the person causing the nuisance shall be guilty of such civil infraction.** In the event a nuisance is not eliminated, the Department will request that the County Commissioners abate the complaint. If the County Commissioners decide to abate the nuisance, the property owners and/or persons causing the nuisance will be responsible for costs, including legal fees, associated with the remediation of the violation.

Your prompt attention to this matter is greatly appreciated. **Please reach out to this office to discuss any questions or concerns.** I may be reached via email [gbrooks@co.worcester.md.us](mailto:gbrooks@co.worcester.md.us) or by phone 410-632-1200 Ext: 1156.

Respectfully,

Gerald Brooks  
Building Inspector



Worcester County  
Department of Development Review and Permitting  
Government Center, Room 1201  
One West Market Street  
Snow Hill, Maryland 21863

Closed Date: **ITEM 13**

Control No. N2025-0036

### NUISANCE COMPLAINT

Name of Complainant (if provided): Patricia Ward

Does the Complainant request an update on this complaint? ☐ No ☒ Yes

If yes, Complainant may be reached at (phone number): 410-726-5595 pjw6125@aol.com

SDAT ID: 08-003971 Property Owner Name: Brown Dog Services LLC

Tax Map: 86 Parcel: 173 Section: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Physical Address: 1444 Snow Hill Road Stockton, MD 21864

- ☐ UN-permitted Campground/Illegal Business
- ☐ Uncontrolled overgrowth of weeds, grass or brush
- ☐ Abundance of litter, garbage or trash
- ☐ Conditions which harbor or breed snakes, rats or other rodents
- ☒ Dilapidated and unsafe structure or building
- ☐ Construction or Activity without Approval/Permit \_\_\_\_\_
- ☐ Junk vehicles or vessels
- ☐ Rental (or Livability Code violation) \_\_\_\_\_
- ☐ Un-Permitted use of Structure
- ☐ Other (Please be specific): \_\_\_\_\_

Alleging Building is unsafe and going to fall down.

For Office Use

Assigned by: ☐ Zoning \_\_\_\_\_ ☒ Building Gerald Brooks ☐ EP \_\_\_\_\_

Sent to Health Department ☐ Yes ☒ No

Final Disposition

Search Result for WORCESTER COUNTY

[View Map](#)

No Ground Rent Redemption on File

No Ground Rent Registration on File

**Special Tax Recapture:** None**Account Number:** District - 08 Account Identifier - 003971**Owner Information**

**Owner Name:** BROWN DOG SERVICES LLC **Use:** APARTMENTS  
**Principal Residence:** NO  
**Mailing Address:** 8601 MARSHALL CREEK RD **Deed Reference:** /08951/ 00496  
 NEWARK MD 21841-

**Location & Structure Information**

**Premises Address:** 1444 SNOW HILL RD **Legal Description:** 4,613 SQ FT  
 STOCKTON 21864-0000 S/S GEORGE ISL LNDG RD  
 ANN SHOWELL MARINER PL

**Map:** Grid: Parcel: Neighborhood: Subdivision: Section: Block: Lot: **Assessment Year:** **Plat No:** 223051  
 0086 0021 0173 18081.24 0000 2026 **Plat Ref:** 0223/ 0051

**Town:** None

**Primary Structure Built** **Above Grade Living Area** **Finished Basement Area** **Property Land Area** **County Use**  
 1930 2,296 SF 4,613 SF

**Stories** **Basement Type** **Exterior Quality** **Full/Half Bath** **Garage** **Last Notice of Major Improvements**  
 2 NO STANDARD UNIT / 2 2 full

**Value Information**

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2023	07/01/2025	07/01/2026
<b>Land:</b>	10,500	10,500		
<b>Improvements</b>	2,500	2,500		
<b>Total:</b>	13,000	13,000	13,000	
<b>Preferential Land:</b>	0			

**Transfer Information**

<b>Seller:</b> MARINER A REGINALD II	<b>Date:</b> 05/23/2025	<b>Price:</b> \$1
<b>Type:</b> NON-ARMS LENGTH OTHER	<b>Deed1:</b> /08951/ 00496	<b>Deed2:</b>
<b>Seller:</b> A REGGIE MARINER II IRREVOCABLE TRUST	<b>Date:</b> 05/23/2025	<b>Price:</b> \$0
<b>Type:</b> NON-ARMS LENGTH OTHER	<b>Deed1:</b> /08951/ 00489	<b>Deed2:</b>
<b>Seller:</b> MARINER A REGINALD II	<b>Date:</b> 06/27/2017	<b>Price:</b> \$0
<b>Type:</b> NON-ARMS LENGTH OTHER	<b>Deed1:</b> /07028/ 00138	<b>Deed2:</b>

**Exemption Information**

Partial Exempt Assessments:	Class	07/01/2025	07/01/2026
<b>County:</b>	000	0.00	
<b>State:</b>	000	0.00	
<b>Municipal:</b>	000	0.00	0.00

**Special Tax Recapture:** None**Homestead Application Information****Homestead Application Status:** No Application**Homeowners' Tax Credit Application Information****Homeowners' Tax Credit Application Status:** No Application **Date:**



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](http://www.co.worcester.md.us/departments/it)

To: Weston Young, Chief Administrative Officer

From: Brian Jones, Director of IT  
James Hamilton, Deputy Director of Emergency Services

Re: Over Expenditure/Emergency Services

Date: August 27, 2025

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Due to some unforeseen increases in maintenance costs from Skyline Technology we are asking to increase our spending budget for GL, **100.1090.020.6130.020** from \$152,000.00, to **\$171,254.76**. This is an increase of \$19,254.78.

For FY2025 we have kept the yearly increases almost flat, however due to additional locations added by the Board of Education, Ocean City Emergency Services and the Core at Ocean Pines we must request to ask for the following increases.

FY25 Monthly Monitoring Charges  
**\$6,091,31** or \$73,095.72 yearly

FY26 Monthly Monitory Charges  
**\$8,530,23** or \$102,362,76 yearly

Annual Hardware Charges FY25  
**\$36,377,00**

Annual Hardware Charges FY26  
**\$68,892.00**

**Totals**  
FY25 **\$109,472.72**

**Totals**  
FY26 **\$171,254.76**

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Candace Savage, Deputy Chief Administrative Officer  
DATE: August 28, 2025  
SUBJECT: Homestead Tax Credit Proposed Bill

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This memo is to request the introduction of legislation to amend the Homestead Property Tax Credit in Worcester County. The bill would reduce the Homestead Property Tax Credit cap from 103% to 100%, effectively lowering the allowable increase in taxable assessment for eligible properties from 3% to 0%.

This legislative change is being proposed in accordance with the vote taken by the County Commissioners during the Fiscal Year 2026 budget work sessions, where the reduction of the Homestead Credit Cap from 3% to 0% was approved. As required by state law, this change must be enacted through local legislation.

The Homestead Property Tax Credit is a state program that limits the annual increase in taxable assessment for a homeowner's principal residence. Homeowners must apply once through the Maryland Department of Assessments and Taxation to be eligible. While the statewide cap is 10%, counties and municipalities may set a lower cap. Worcester County previously maintained a 3% cap. The proposed reduction to 0% provides the maximum protection allowed under state law, ensuring that eligible homeowners will not experience any increase in their taxable assessment from year to year.

Pending the passage of this bill, Worcester County will become one of only two counties in Maryland to offer a 0% Homestead Credit Cap, based on the most recent statewide report.

To apply for the Homestead Property Tax Credit, homeowners must complete a one-time application through the Maryland Department of Assessments and Taxation. Applications can be submitted online at <https://sdathtc.dat.maryland.gov>. Once approved, the credit remains in place as long as the property continues to be the applicant's principal residence.

**COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**  
**BILL 25-\_\_**

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BY:

INTRODUCED:

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A legislative bill for the purpose of amending the Homestead Property Tax Credit from 103% to 100%.

- I. **Be It Enacted by the County Commissioners of Worcester County, Maryland,** that Title TR1 (Taxation) of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland is amended as follows:

Title TR1, Taxation, Subtitle II

Property Tax Levy and Collection

§ TR 1-210 Homestead Property Tax Credit

- (a) Credit adopted. A homestead property tax credit, as provided by and subject to § 9-105 of the Tax-Property Article of the Annotated Code of Maryland, as from time to time amended, is hereby established for County property tax purposes which shall serve to limit the increase in taxable assessment for owner-occupied dwellings in Worcester County, Maryland.
- (b) Homestead credit percentage. Effective July 1, 2006<sup>26</sup>, the homestead property tax credit in Worcester County, Maryland shall be one hundred ~~and three~~ percent for County property taxes which shall serve to limit the taxable assessment increase for owner-occupied dwellings to ~~zero~~<sup>three</sup> percent over the taxable assessment of the prior year.

- II. **Be It Further Enacted by the County Commissioners of Worcester County, Maryland** that this Bill will take effect 45 days from the date of its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Attest:

Worcester County Commissioners

\_\_\_\_\_  
Weston S. Young  
Chief Administrative Officer

\_\_\_\_\_  
Theodore J. Elder  
President

\_\_\_\_\_  
Eric J. Fiori  
Vice President

\_\_\_\_\_  
Caryn G. Abbott  
Commissioner

\_\_\_\_\_  
Anthony W. Bertino, Jr.  
Commissioner

\_\_\_\_\_  
Madison J. Bunting, Jr.  
Commissioner

\_\_\_\_\_  
Joseph M. Mitrecic  
Commissioner

\_\_\_\_\_  
Diana Purnell  
Commissioner





OFFICE OF THE  
 COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

COMMISSIONERS  
 Theodore Elder, President  
 Eric J. Fiori, Vice President  
 Caryn G. Abbott  
 Anthony W. Bertino, Jr.  
 Madison J. Bunting, Jr.  
 Joseph M. Mitrecic  
 Diana Purnell

Weston S. Young, P.E.  
 Chief Administrative Officer  
 Candace I. Savage, CGFM  
 Deputy Chief Administrative Officer  
 Roscoe R. Leslie  
 County Attorney

August 22, 2025

To: Worcester County Commissioners  
 From: Karen Hammer, Administrative Assistant V  
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2025

**Commissioner Bertino – You have Two (2) positions open:**

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board

**Commissioner Purnell – All of your positions have been assigned. Thank you!**

**Commissioner Bunting - You have One (1) position open:**

- Harry Hammond – Term Ending – Social Services Advisory Bd.

**Commissioner Abbott – You have Two (2) positions open:**

- Kevin Holland – Term Ending – Building Code Appeals Bd.
- Keri-Ann Byrd – **Resigned** – Housing Review Board

**Commissioner Mitrecic – You have Two (2) positions open:**

- Bill Paul – **Resigned** – Building Code Appeals Board
- Kimberly List – Termed Out – Commission for Women

**Commissioner Elder – You have One (1) position open:**

- Joan Scott - **Resigned** - Commission for Women

**Commissioner Fiori - You have Five (5) positions open:**

- Joe Schanno – Term Ending – Economic Development
- Kevin Kinsey – **Resigned** – Mystic Harbor Advisory Council
- Keith Swanton -Term Ended Dec. 2021- Water & Sewer Advisory Council, West Ocean City
- Blake Haley – Term Ended Dec. 2024 - Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment



**All Commissioners:**

**(5)-Adult Public Guardianship Board -**

4- Terms Expiring Dec. 2023-attached summary in open session

1 - Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

**(1) -Drug and Alcohol Abuse Council –1- Term Ending – Kim Moses**

**(1) - Worcester County Board of License Commissioners: 1-Vacancy – William Esham, Jr.** Interested applicants should apply through the state’s online portal, [govappointments.maryland.gov](http://govappointments.maryland.gov). Vetting has not started yet but could begin as early as next month. This is a four-year term.

**(2)-Local Development Council for the Ocean Downs Casino-**

2- Previously Expired Terms - Mark Wittmyer, At-Large -Suggested Replacement.

Expired Term David Massey (At-Large-Business O.P.),

**(1)– Property Tax Assessment Appeal Board - Alternate Seat Vacancy**

**(1) – Water and Sewer Advisory Council – Mystic Harbor – Resignation – Kevin Kinsey**

**(2)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended Dec. 2021 – Keith Swanton and Blake Haley**

**(5- Total): Commission for Women:**

**(2) - Resigned - (Fiori) - Elizabeth Rodier; (Elder) – Joan Scott**

**(3) Currently Termed Out - Kimberly List (Mitrecic),**

**Term Ends Dec. 2025 - Colleen Colson (Kelsey Moran – Suggested replacement for C. Colson, in Dec. 2025)**

**(Term ends in Dec. 2025), Windy Phillips - (BD. of ED).**

## ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory  
Perform 6-month reviews of all guardianships held by a public agency.  
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms  
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department  
1 member must be a physician  
1 member must be a psychiatrist from the local department of health  
1 member must be a representative of a local commission on aging  
1 member must be a representative of a local nonprofit social services organization  
1 member must be a lawyer  
2 members must be lay individuals  
1 member must be a public health nurse  
1 member must be a professional in the field of disabilities  
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

## Current Members:

<b><u>Member's Name</u></b>	<b><u>Representing</u></b>	<b><u>Years of Term(s)</u></b>
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24
Dr. Ovais Khalid	Psychiatrist	23-26
Dr. William Greer	Physician	07-10-13-16-19-22-25
Richard Collins	Lawyer	95-16-19-22-25
Nancy Howard	Lay Person	*17-19, 19-22-25

\* = Appointed to fill an unexpired term

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory  
Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents  
- Two Members chosen from nominees of Worcester County Farm Bureau  
- One Member chosen from nominees of Worcester County Forestry Board  
- Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting  
- Jennifer Keener (410-632-1200)  
County Agricultural Extension Agent - As Consultant to the Board  
- Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20-24-28
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20-24-28

Prior Members: Since 2000

Michael Beauchamp (00-06)  
Phyllis Davis (00-09)  
Richard G. Holland, Sr. (00-12)  
Rosalie Smith (00-14)  
Betty McDermott \*(09-17)

**BUILDING CODE APPEALS BOARD**

**Reference:** PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland  
COMAR 05.02.07 (Maryland Building Performance Standards)  
- International Building Code, International Residential Code

**Appointed by:** County Commissioners

**Function:** Quasi-Judicial  
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

**Number/Term:** 7/4-year terms  
Terms expire December 31

**Compensation:** \$100 per meeting (by policy)

**Meetings:** As Needed

**Special Provisions:** Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

**Staff Contact:** Jennifer Keener, Director  
Development Review & Permitting (410-632-1200, ext. 1123)

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19-23 <b>Resigned</b>
Kevin Holland	D-1 - Abbott	Pocomoke	96-04-08-12-16-20, 20-24
Mike Poole	D-6 - Bunting	Bishopville	17-21, 21-25
Mark Bargar	D-4 - Elder	Berlin	14-18-22-26
Jim Wilson	D-3 - Fiori	Berlin	02-06-10-14-18-22-26
Elbert Davis	D-2 - Purnell	Snow Hill	*03-07-11-15-19-23-27
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20-24-28

**Prior Members:**

Robert L. Cowger, Jr. (92-95)  
Charlotte Henry (92-97)  
Robert Purcell (92-98)  
Edward DeShields (92-03)  
Sumei Prete (97-04)  
Shane C. Spain (03-14)  
Dominic Brunori (92-15)  
Richard P. Mueller (98-17)

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory  
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)  
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)  
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
<b><u>At-Large Members</u></b>		
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Alyce Marzola	Knowledge of Substance Abuse Treatment	*24-25
Eric Gray (Designee)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19-23-27
Mimi Dean	Substance Abuse Prevention Provider	*18-19-23-27
Michael Trader	Knowledgeable on Substance Abuse Issues	23-27
Matthew Giardina	Knowledgeable on Substance Abuse Issues	24-28
<b><u>Ex-Officio Members</u></b>		
Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Crystal Duffy	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Travis Knapp	Field Supervisor	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Chasity Simpson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
Todd Ferrante	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Hon. Melvin Jews	District Court Administrative Judge	Ex-Officio, Indefinite
Timothy Mulligan	Warden, Worcester County Jail	Ex-Officio, Indefinite

**Advisory Members**

\* Appointed to a partial term for proper staggering, or to fill a vacant term



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: \$100 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 - Melanie Pursel (410-632-3110)

## Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
<b>Joe Schanno</b>	<b>D-3, Fiori</b>	<b>West Ocean City</b>	<b>*19-20, 20-24</b>
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21, 21-25
Harry Wimbrow	D-4, Elder	Snow Hill	*22-25
Steven Habeger	D-5, Bertino	Ocean Pines	19-23-27
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15-19-23-27
Stephen Kolarik, Jr.	D-6, Bunting	Bishopville	23-27
C.D. Hall	D-1, Abbott	Pocomoke	*22-24-28

## Prior Members: Since 1972

George Gering  
Margaret Quillin  
Robert W. Todd  
Charles Fulton  
E. Thomas Northam  
Charles Bailey  
Terry Blades  
Roy Davenport  
M. Bruce Matthews  
Barbara Tull  
Tawney Krauss  
Dr. Francis Ruffo  
William Smith  
Saunders Marshall  
Elsie Marshall  
Halcolm Bailey  
Norman Cathell  
Mary Humphreys  
Theodore Brueckman

Shirley Pilchard  
W. Leonard Brown  
Charles Nichols (92-97)  
Jeff Robbins (97-98)  
Colleen Smith (94-98)  
Tommy Fitzpatrick (97-99)  
John Rogers (92-98)  
Jennifer Lynch (98-99)  
Don Hastings (92-99)  
Jerry Redden (92-00)  
Keith Mason (98-00)  
Bob Pusey (99-00)  
Harold Scrimgeour (00-02)  
Scott Savage (98-03)  
Gabriel Purnell (91-03)  
Michael Avara (99-03)  
Annette Cropper (00-04)  
Billie Laws (91-08)  
Anne Taylor (95-08)  
Mary Mackin (04-08)

Thomas W. Davis, Sr. (99-09)  
Mickey Ashby (00-12)  
Priscilla Pennington-Zytowicz (09-14)  
Barbara Purnell (08-15)  
Timothy Collins (03-15)  
Joshua Nordstrom (12-16)  
William Sparrow (16-18)  
Greg Shockley (14-18)  
Tom Terry (15-19)  
John Glorioso (08-19)  
Ralph Shockley (\*08-21)  
Robert Clarke (\*08-22)  
Marc Scher (\*19-22)  
Robert Fisher (87-22)

## HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory  
To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code.  
Review Housing Assistance Programs.

Number/Term 7/3-year terms  
Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department  
Davida Washington, Housing Program Administrator - 410-632-1200

Ext: 1171

## Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25 Resigned
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	W. Ocean City	23-26
Charlie Murphy	D-7, Mitrecic	Ocean City	*23-26
Carl Smith	D-4, Elder	Snow Hill	24-27
Felicia Green	D-2, Purnell	Ocean Pines	*21-24-27

## Prior Members:

Phyllis Mitchell	Albert Bogdon (02-06)	Scot Tingle 14-24
William Lynch	Jamie Rice (03-07)	
Art Rutter	Howard Martin (08)	
William Buchanan	Marlene Ott (02-08)	
Christina Alphonsi	Mark Frostrom, Jr. (01-10)	
Elsie Purnell	Joseph McDonald (08-10)	
William Freeman	Sherwood Brooks (03-12)	
Jack Dill	Otho Mariner (95-13)	
Elbert Davis	Becky Flater (13-14)	
J. D. Quillin, III (90-96)	Ruth Waters (12-15)	
Ted Ward (94-00)	John Glorioso (*06-19)	
Larry Duffy (90-00)	Sharon Teagle (00- 20)	
Patricia McMullen (00-02)	Davida Washington (*21-21)	
William Merrill (90-01)	Donna Dillion (08-22)	
Debbie Rogers (92-02)	C.D. Hall 10-22	
Wardie Jarvis, Jr. (96-03)	Chase Church (*19-22)	
	Jake Mitrecic (15-21)	

\* = Appointed to fill an unexpired term

## BOARD OF LICENSE COMMISSIONERS

Reference: Article 2B, Section 15-101 - Annotated Code of Maryland

Appointed by: Governor (with advice and consent of Senate, if in session)

Function: Regulatory  
Issue alcoholic beverages licenses provided for by State Law

Number/Term: 3 (1 alt.) 4 years  
Terms Expire June 30th

Compensation: Chairman = \$2,500 per year  
Members = \$2,100 per year  
Set by County Commissioners (minimum established by Art. 2B, §15-109(y))

Meetings: 1 per month

Special Provisions: Chairman appointed by Governor

Staff Contact: April Payne, Liquor License Administrator - Department of  
Development Review & Permitting (410-632-1908)

## Current Members

Martha W. Pusey	Snow Hill	16-20, 20-24
(C)William E. Esham, Jr.	Ocean City	*86-21-25 Vacant
Reese F. Cropper, III (alt.)	West Ocean City	17-21, 21-25
R. Charles Nichols, Jr.(chair)	Berlin	07-19-23-27

Prior Members: Since 1972

William Esham  
 William Scott  
 Earl T. Grant  
 Elton J. Killmon  
 Charles S. Jenkins, Sr.  
 Thomas K. Coates  
 Paul C. Ewell (93-97)  
 David Bruning (88-97)  
 Lawrence T. Whitlock (95-03)  
 G. Marvin Steen (96-05)  
 L.B. McClaflin (03-07)  
 W. Leonard Brown (96-12)  
 Marc L. Scher (12-16)  
 John F. Hess, Sr.-alt. (05-17)

\* = Appointed to fill an unexpired term

**LOCAL DEVELOPMENT COUNCIL  
FOR THE OCEAN DOWNS CASINO**

**ITEM 16**

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory  
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4-year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194  
Roscoe Leslie, County Attorney, 410-632-1194

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey <sup>c</sup>	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Jones	Ocean Downs Casino	Ocean Downs Casino	23-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting <sup>c</sup>	At-Large	Business - Berlin	*09-10-14-18-22-26
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19-23-27
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19-23-27
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24-28
Mayor Rick Meehan <sup>c</sup>	At-Large	Business - Ocean City	*09-12-16-20-24-28
Tina Kolarik	Dist. 6 - Bunting	Resident -Bishopville	24-28

**Prior Members:**

J. Lowell Stoltzfus <sup>c</sup> (09-10)  
Mark Wittmyer <sup>c</sup> (09-11)  
John Salm <sup>c</sup> (09-12)  
Mike Pruitt <sup>c</sup> (09-12)  
Norman H. Conway <sup>c</sup> (09-14)  
Michael McDermott (10-14)  
Diana Purnell <sup>c</sup> (09-14)  
Linda Dearing (11-15)  
Todd Ferrante <sup>c</sup> (09-16)

**Since 2009**

Joe Cavilla (12-17)  
James N. Mathias, Jr. <sup>c</sup> (09-18)  
Ron Taylor <sup>c</sup> (09-14)  
James Rosenberg (09-19)  
Rod Murray <sup>c</sup> (\*09-19)  
Gary Weber (\*19-21)

Charlie Dorman (12-19)  
Gee Williams (09-21)  
Bobbi Sample (17-23)  
Steve Ashcraft (19-24)

\* = Appointed to fill an unexpired term/initial terms staggered  
<sup>c</sup> = Charter Member

**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 the 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, and 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 the Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1365)

<u>Current Members:</u>	<u>Representing:</u>	<u>Term:</u>
Vacancy - Alternate		
Richard Ramsay	Snow Hill	*21-22 -27
Martha Bennett	Berlin	19-24
Michael Chandler	Snow Hill	24-29

Prior Members: Since 1972

Wilford Showell	Joseph A. Calogero (04-09)
E. Carmel Wilson	Joan Vetare (04-12)
Daniel Trimper, III	Howard G. Jenkins (03-18)
William Smith	Robert D. Rose (*06-17)
William Marshall, Jr.	Larry Fry (*10-14 alt) (14-18)
Richard G. Stone	Richard Thompson (*18-21alt)
Milton Laws	Arlene Page 18-23
W. Earl Timmons	Steven Rakow (18-22)
Hugh Cropper	
Lloyd Lewis	
Ann Granados	
John Spurling	
Robert N. McIntyre	
William H. Mitchell (96-98)	
Delores W. Groves (96-99)	
Mary Yenney (98-03)	
Walter F. Powers (01-04)	
Grace C. Purnell (96-04)	
George H. Henderson, Jr. (97-06)	

\* = Appointed to fill an unexpired term

**SOCIAL SERVICES ADVISORY BOARD**

Reference: Human Services Article - Annotated Code of Maryland - Section 3-501

Appointed by: County Commissioners

Functions: Advisory  
Review activities of the local Social Services Department and make recommendations to the State Department of Human Resources.  
Act as liaison between Social Services Dept. and County Commissioners.  
Advocate social services programs on local, state and federal level.

Number/Term: 9 to 13 members/3 years  
Terms expire June 30th

Compensation: None - (Reasonable Expenses for attending meetings/official duties)

Meetings: 1 per month (Except June, July, August)

Special Provisions: Members to be persons with high degree of interest, capacity & objectivity, who in aggregate give a countywide representative character.  
Maximum 2 consecutive terms, minimum 1-year between reappointment  
Members must attend at least 50% of meetings  
One member (ex officio) must be a County Commissioner  
Except County Commissioner, members may not hold public office.

Staff Contact: Roberta Baldwin, Director of Social Services - (410-677-6806)

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Harry Hammond	D-6, Bunting	Bishopville	15-21, 21- 24
Shelly Daniels	D-1, Abbott	Pocomoke City	22-25
Rebecca Colt-Ferguson	D-7, Mitrecic	Ocean City	22-25
Janice Chiampa	D-5, Bertino	Ocean Pines	22-25
Diana Purnell	ex officio - Commissioner		14-18-22-25
Voncelia Brown	D-3, Church	Berlin	16-19-22-25
Mary White	At-Large	Berlin	*17-19-22-25
Margaret Labesky	D-4, Elder	Snow Hill	23-26
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20-23-26

\* = Appointed to fill an unexpired term



**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: \$100.00/meeting

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  
Chris Clasing - (410-641-5251)

**Current Members:**

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Matthew Kraeuter	Ocean Reef	*19-22, 23-27
Aaron Lovegrove	Landings	25-29
Charles Crawford	Landings	25-29
Gerry Horner	Landings	25-29
Kevin Kinsey	Landings	25-29 <b>Resigned</b>
Richard Edwards	Glenriddle	25-29
Alex Cederbaum	West Ocean City	25-29

**Prior Members: (Since 2005)**

John Pinnero <sup>C</sup> (05-06)	Carol Ann Beres (14-18)
Brandon Phillips <sup>C</sup> (05-06)	Bob Hunt (*06-19)
William Bradshaw <sup>C</sup> (05-08)	Martin Kwesko (13-21)
Buddy Jones (06-08)	Richard Jendrek (05-22)
Lee Trice <sup>C</sup> (05-10)	Joseph Weitzell (05-22)
W. Charles Friesen <sup>C</sup> (05-13)	Bruce Burns (19-23)
Alma Seidel (08-14)	David Dypsky (*10-24)
Gerri Moler (08-16)	Stan Cygam (*18-24)
Mary Martinez (16-18)	

<sup>C</sup> = Charter member - Initial Terms Staggered in 2005  
\* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL  
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

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: 5/4-year terms  
Terms Expire December 31

Compensation: \$100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

Staff Support: Department of Public Works - Water and Wastewater Division  
Chris Clasing - (410-641-5251)

**Current Members:**

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25
Gail Fowler	West Ocean City	99-23-27
Deborah Stanley	West Ocean City	95-23-27

**Prior Members: (Since 1993)**

Eleanor Kelly <sup>c</sup> (93-96)	Andrew Delcorro (*14-19)
John Mick <sup>c</sup> (93-95)	
Frank Gunion <sup>c</sup> (93-96)	
Carolyn Cummins (95-99)	
Roger Horth (96-04)	
Whaley Brittingham <sup>c</sup> (93-13)	
Ralph Giove <sup>c</sup> (93-14)	
Chris Smack (04-14)	

\* = Appointed to fill an unexpired term  
<sup>c</sup> = Charter member

## 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: Coleen Colson, Chair and , Laura Morrison, Co-Chair  
 Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

## Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Kimberly List	D-7, Mitrecic	Ocean City	18- 21-24 <b>Termed Out</b>
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21 <b>Resigned</b>
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25 <b>Will Term Out</b>
Windy Phillips	Board of Education		19-22-25 <b>Will Term Out</b>
Laura Morrison	At-Large	Pocomoke	*19-20-23-26
Crystal Bell, MPA	Health Department		*22-23-26
Jeannine Jerscheid	Public Safety – Sheriff's Office		23-26
Sharnell Tull	At-Large	Pocomoke	23 -26
Joan Scott	D-4, Elder	Newark	23-26 <b>Resigned</b>
Susan Ostrowski	D-6, Bunting	Berlin	24-27
Dorothy Shelton-Leslie	D-5, Bertino	Ocean Pines	24-27
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21-24-27
Michelle Goad	D-1, Abbott	Pocomoke City	25-28
Cheryl Middleton	At-Large	West O. City	25-28

## Prior Members: Since 1995

Ellen Pilchard <sup>c</sup> (95-97)	Marie Velong <sup>c</sup> (95-99)	Christine Selzer (03)
Helen Henson <sup>c</sup> (95-97)	Carole P. Voss (98-00)	Linda C. Busick (00-03)
Barbara Beaubien <sup>c</sup> (95-97)	Martha Bennett (97-00)	Gloria Bassich (98-03)
Sandy Wilkinson <sup>c</sup> (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Carolyn Porter (01-04)
Helen Fisher <sup>c</sup> (95-98)	Lil Wilkinson (00-01)	Martha Pusey (97-03)
Bernard Bond <sup>c</sup> (95-98)	Diana Purnell <sup>c</sup> (95-01)	Teole Brittingham (97-04)
Jo Campbell <sup>c</sup> (95-98)	Coleen McGuire (99-01)	Catherine W. Stevens (02-04)
Karen Holck <sup>c</sup> (95-98)	Wendy Boggs McGill (00-02)	Hattie Beckwith (00-04)
Judy Boggs <sup>c</sup> (95-98)	Lynne Boyd (98-01)	Mary Ann Bennett (98-04)
Mary Elizabeth Fears <sup>c</sup> (95-98)	Barbara Trader <sup>c</sup> (95-02)	Rita Vaeth (03-04)
Pamela McCabe <sup>c</sup> (95-98)	Heather Cook (01-02)	
Teresa Hammerbacher <sup>c</sup> (95-98)	Vyoletus Ayres (98-03)	
Bonnie Platter (98-00)	Terri Taylor (01-03)	

\* = Appointed to fill an unexpired term

<sup>c</sup> = Charter member



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | [admin@co.worcester.md.us](mailto:admin@co.worcester.md.us) | [www.co.worcester.md.us](http://www.co.worcester.md.us)

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Weston S. Young, Chief Administrative Officer  
DATE: August 29, 2025  
RE: Town of Berlin Rails to Trails Reallocation Request

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We have received a request from the Town of Berlin to reallocate funding the County provided for a Rails to Trails initiative to match a Maryland Department of Transportation grant.



# Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

[www.berlinmd.gov](http://www.berlinmd.gov)

**Mayor**

Zack Tyndall

**Vice President**

Dean Burrell

**Council Members**

Steve Green

Jay Knerr

Shaneka Nichols

Jack Orris

**Town Attorney**

David Gaskill

**Town Administrator**

Mary Bohlen



August 28, 2025

Hon. Theodore "Ted" Elder, President  
Worcester County Commissioners  
1 Market Street, Room 1103  
Snow Hill, Maryland 21863

President Elder,

I am writing to inform you about an exciting opportunity for the Town of Berlin. As you may be aware, the Town of Berlin was awarded a \$1.2 million Federal Highway US Department of Transportation Grant in 2024, Reconnecting Communities and Neighborhoods, Bridging 113, the Highway that Divides Berlin." Although we were able to get the first phase of \$250,000 obligated, the majority of the grant was recently rescinded. We have been working very closely with our partners at MDOT, as they are the primary grant recipient. They are already very engaged in the process and actively working on phase one, and have explored ways we could continue this project.

MDOT would like to use its Repurposing Provision for Federal Earmarks to restore \$643,000 for the Town of Berlin. This earmark will require a 20% match from the town (\$128,000). The Town would like to utilize the Rails and Trails funds granted by Worcester County for the same purpose (\$113,000) and the funding already allocated in our municipal budget (\$104,000) to continue our vital work on this project. Funding will be used for the design and feasibility of the Berlin Bikeway, which was included in the original Reconnecting Communities grant. We are excited about this opportunity to restore the funding for this critical project intended to assist with bicycle and pedestrian safety. Worcester County's support was instrumental in the Town receiving this grant initially, and your continued support is very much appreciated.

Respectfully,

*Mayor Zack*

Zack Tyndall MBA, NRP  
Mayor, Town of Berlin