



COMMISSIONERS
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ERIC J. FIORI, VICE PRESIDENT
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ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
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, the commissioners, together with the Eastern Shore Chapter of the National Federation of the Blind of Maryland, proudly recognize October 15, 2025, as White Cane Awareness Day, honoring the white cane as a vital tool that enables individuals who are blind to travel safely, live independently, and move freely within their communities; and

WHEREAS, the white cane stands as a symbol of independence, opportunity, and productivity, reflecting the ability of blind individuals to lead full lives, pursue meaningful careers, and make valuable contributions to society; and

WHEREAS, we call upon motorists and cyclists to observe the law and exercise caution when approaching anyone using a white cane, and we encourage employers to recognize the talents and skills of blind individuals and to provide equitable opportunities in the workplace.

NOW, THEREFORE, we, the County Commissioners of Worcester County, Maryland, do hereby proclaim October 15, 2025 as **White Cane Awareness Day** in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of October, in the Year of Our Lord Two Thousand and Twenty-Five.



Theodore J. Elder, President

Eric J. Fiori, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

Caryn G. Abbott

Joseph M. Mitrecic

Diana Purnell



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COUNTY ATTORNEY

PROCLAMATION

WHEREAS, we stand with the Worcester County Fire Marshal's Office and area fire agencies to proclaim October as National Fire Prevention Month and to support the National Fire Protection Association's 2025 campaign, "Charge into Fire Safety™: Lithium-Ion Batteries in Your Home"; and

WHEREAS, lithium-ion batteries power most of the devices we use daily, but they can overheat, catch fire, or explode if overcharged or damaged. To reduce these risks, **Buy** only listed products, with safety marks, like UL, ETL, or CSA, which meet safety standards; **Charge** devices safely by using manufacturer-approved cords, avoiding overcharging, and placing devices on hard surfaces; and **Recycle** batteries responsibly. Never throw lithium-ion batteries in the trash or regular recycling bins because they could start a fire. Instead, visit call2recycle.org to find a recycling spot near you.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, proclaim October 5-11, 2025 as **Worcester County Fire Prevention Week** and recognize October as **National Fire Prevention Month**. Learn to be battery smart and fire safe, and together we will charge into fire safety. Learn more about fire safety at <https://www.nfpa.org/events/fire-prevention-week>.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of October, in the Year of Our Lord Two Thousand and Twenty-Five.



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Citizens and Government Working Together



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PROCLAMATION

WHEREAS, on this solemn occasion, we honor the life of Turning Point USA founder Charlie Kirk. Charlie's Christian faith, comprehensive Constitutional knowledge and unapologetically conservative, freedom-loving viewpoint were the foundations for his podcast and "Prove Me Wrong" platform. He understood that "When people stop talking, that's when you get violence," so he kept the conversation flowing. An ardent believer in civility, Charlie invited those who disagreed with him to step to the front of the line to engage in constructive, intellectually rigorous debates; and

WHEREAS, Charlie was a leading voice on educational campuses nationwide, where he empowered students to embrace American ideals and become community leaders. For wielding facts and reason to challenge those espousing anti-American ideals and seeking to suppress dissenting views, this larger-than-life figure was specifically targeted for political violence. On September 10, 2025, Charlie was assassinated while engaging in a core American activity: the open exchange of ideas through public debate. Though evil took his life, no one will ever silence his voice.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby retroactively proclaim **Wednesday, September 10, 2025** as **Charlie Kirk Day** in Worcester County and resolve to follow Charlie Kirk's example to keep free speech flowing on our college campuses and to unite against political violence.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of October, in the Year of Our Lord Two Thousand and Twenty-Five.



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Diana Purnell

Worcester County Sheriff's Office

ITEM 2

Matthew Crisafulli
Sheriff



Nathaniel Passwaters
Chief Deputy

September 16, 2025

To: Worcester County Commissioners

From: Sheriff Matthew Crisafulli

RE: FY25 Out-of-State Travel Request

Please accept this request for out-of-state travel:

Out of State Travel Request

WCSO	2	100.1101.030.7000.090
Department	# of Attendees	GL Account Code
Hanover PA	10/12/2025	10/17/2025
Destination	Depart	Return

Purpose of Travel: This request is to send 2 new firearms instructors to 1-week training in Hanover, PA.
10/12/25 will be a travel day, class runs 10/13/25-10/17/25.
Employees will return after class ends on 10/17/2025 to avoid additional night of lodging.

Estimated costs: Airfare: n/a

Lodging: 1,320 (2 x \$660, per GSA)

Meals: 782 (2 x \$391, per GSA)

Registration: 1,400 (2 x \$700)

Car Rental: n/a (County vehicle)

Other Transportation: n/a

Other: \$200 estimated fuel, tolls, etc.

TOTAL: 3,702



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

TO: Weston S. Young, Chief Administrative Officer
 Candace Savage, Deputy Chief Administrative Officer

FROM: Kelly Rados, Director of Recreation & Parks

DATE: September 29, 2025

RE: Out of State Travel Request - 2026 United Soccer Coaches Convention

Out of State Travel Request

Recreation	1	100.1601.400.7000.100
Department	# of Attendees	GL Account Code
Philadelphia, PA	1/14/2026	1/17/2026
Destination	Depart	Return

Purpose of Travel: I am requesting authorization for a Recreation Program Manager to attend the United States Coaches Convention held at the Pennsylvania Convention Center in Philadelphia, PA, January 14 - 17, 2026. This convention is the largest gathering of soccer coaches and youth league administrators in the country. More than 250 educational opportunities will be offered including live field demonstrations, classroom sessions, and an exhibit hall. This opportunity will allow our staff to receive education on running leagues, learn what top leagues are doing, latest trends in soccer and in coaching youth. County vehicle will be used for travel. Funding is available within our FY26 budget for this request.

Estimated Costs:	Airfare	\$0
	Lodging	\$585
	Meals	\$300
	Registration Fees	\$445
	Car Rental	\$0
	Other Transportation	\$0
	Other	\$0
	Total	\$1,330



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | 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: September 29, 2025

SUBJECT: Worcester County Arts Council Mini Art Grant

The Recreation & Parks Department is requesting permission to apply for the Worcester County Arts Council Mini Grant in the amount of \$500. The deadline to apply is October 15. The grant requires a 1:1 match, which Recreation has budgeted in the Recreation Programs-Youth Recreational Programs account 100.1601.400.6175.090 to meet this requirement. The grant funds will directly support artist compensation and art supplies needed for the proposed project.

The proposed project includes creating a mosaic-style ceiling art project in the After School Zone room at the Recreation Center. This project will involve painting 10-20 ceiling tiles with a vibrant design that highlights recreation sports (volleyball, soccer, tennis, basketball, pickleball and indoor track) interwoven with words that celebrate teamwork, sportsmanship, and community.

Local artist Olga Deshields will collaborate with our staff and participants, guiding the creative process and ensuring the project reflects both professional artistry and community engagement. Her expertise will help transform a functional ceiling into an inspiring work of art.

Goals & Impact:

- **Enhance the Environment:** The painted ceiling tiles will brighten the ASZone, creating a colorful and welcoming atmosphere for all who use the space.
- **Promote Positive Values:** By incorporating words of sportsmanship and teamwork, the design will reinforce the core values of recreation and youth development.
- **Foster Creativity:** Involving participants in the process will encourage self-expression, appreciation for the arts, and a sense of ownership in their community space.
- **Build Community Connections:** Partnering with a local artist provides visibility for the arts and strengthens ties between recreational programming and cultural enrichment.

Last year's Worcester County Art Grant allowed our Department to work with local kids and families to paint a mural located at Showell Park. This sea turtle mural will complement the "under the sea" themed new playground and can be found near the concession stand.

cc: Ben Kirk, Recreation Superintendent
Kelly Buchanan, Program Manager IV

Revised: August 5, 2025



COMMUNITY ARTS DEVELOPMENT (CAD) GRANT AND MINI-GRANT GUIDELINES

GENERAL INFORMATION:

The Community Arts Development (CAD) Grants program is administered by the Worcester County Arts Council, a not-for-profit organization. The funds distributed through this program are provided by the Maryland State Arts Council (MSAC) and, therefore, subject to availability, review, and audit by the MSAC. These grants are designed to strengthen local arts organizations and enhance cultural opportunities for Worcester County residents.

ELIGIBILITY:

To be eligible for this grant program, an organization must be:

1. a not-for-profit, tax-exempt organization incorporated in Maryland, or a government-related organization, such as a school or parks & recreation department, located in Worcester County.
2. Out of county sponsors will be considered if the project occurs in Worcester County.

Applications will NOT be accepted from:

1. Individuals, commercial businesses, or for-profit ventures
2. Groups which discriminate based on age, race, sex, religion, sexual orientation or disability
3. Previous CAD grant recipients who have not properly submitted the required reports or acknowledged WCAC and MSAC support for the grant.

MINI-GRANT REQUESTS:

MINI-GRANT REQUESTS NOT TO EXCEED \$500.00.

The MINI GRANT program is intended for the following purposes:

1. To provide funds to a new organization or new project that emerges between grant periods and deserves immediate Arts Council support.
2. To provide funding for an established organization or project that encounters an urgent need or a unique opportunity outside the regular grant submission deadlines of April 15th or October 15th.

GRANT FUNDING LIMITS AND EQUITY PRIORITIES

The Worcester County Arts Council (WCAC) is committed to ensuring equitable access to arts funding across our county and to supporting diverse and inclusive artistic programming. To promote responsible use of public funds and serve a broad range of community members, the following funding policies are in place:

Maximum Award Limit

- Organizations may request **up to \$5,000 per fiscal year** in total grant funding from WCAC.
- This funding cap helps ensure **equitable distribution** of limited resources and allows a broader range of groups to benefit from grant opportunities.
- **WCAC may offer partial funding if it allows the Council to support more projects countywide.**

Countywide Distribution

- WCAC aims to support projects **throughout all areas of Worcester County**.
- Applications are encouraged from **rural, small-town, and geographically underrepresented communities** to ensure a balanced reach across the region.

Prioritizing Underserved Populations

WCAC prioritizes funding for projects that:

- Serve historically under-served or marginalized populations, including individuals with disabilities, those who are institutionalized, older adults, and low-income communities.
- Increase access to the arts for individuals or communities with limited exposure to cultural opportunities.
- Celebrate and preserve Worcester County's rich cultural heritage by supporting diverse artistic expressions from all ethnic and racial backgrounds.
- Recognize the essential role of the arts in every community, with a focus on supporting high-quality programs that reach small towns and rural areas throughout the county.

Evaluation Criteria

Applications will be reviewed based on the following key factors:

- Artistic merit and community impact
- Alignment with WCAC's mission and commitment to art inclusivity
- Geographic and demographic reach
- Fiscal responsibility and clarity of budget
- Past funding history (**with new applicants and new projects benefiting under-served groups given strong consideration**)

REQUIREMENTS FOR WORCESTER COUNTY ARTS COUNCIL GRANTS & MINI-GRANTS

1. Proposed project must be sponsored or presented by a not-for-profit, tax-exempt organization incorporated in Maryland, or a government-related organization, such as a school or parks & recreation department, located in Worcester County. Out of county sponsors will be considered if the project occurs in Worcester County.
2. **Projects already completed will not be considered.**
3. Project must be open to the general public, beyond the organization, without discrimination based on race, color, national origin, sex, or age.
4. Site of project must be accessible to persons with disabilities.
5. **Grants must be matched one-for-one by your organization funds.** Earned income from the project and other grant money may be used. Donated goods may not constitute part of the match. Grant funds awarded may be less than your request. **In the event of cancellation, grant funds received must be returned.**
6. The grantee must notify the Worcester County Arts Council in writing of any major changes to the project as described in the original grant application. If changes occur, the grantee will be required to submit a Grant Amendment for review and approval. If the project is rescheduled to a date outside of the approved grant period, the grant will be canceled, a new application must be submitted, and any grant funds received must be returned.
7. Grantee must supply Worcester County Arts Council with six (6) complimentary tickets to the funded event/project (if applicable).
8. **Credit** for the grant **must be given** to the Worcester County Arts Council and the Maryland State Arts Council in all brochures, programs, public service announcements, press releases, social media posts, and advertising.
 - a) Logo of the Worcester County Arts Council must be included in all promotional materials.
 - b) Failure to acknowledge the Councils as a funding source will disqualify future requests.
 - c) The Worcester County Arts Council poster or banner **must** be displayed at the project site. The poster is available for pick up at the WCAC office.
9. A final report must be completed **within 30 days** after the completion of the project and submitted via email to: anna@worcestercountyartscouncil.org. If the project takes place in June, the report is due no later than June 30. **Future grant requests will not be considered if final report is not received on time, as required.**

The final report must include:

 - a) An image (jpg format) from the event/project
 - b) A copy of one of the following: flyer, program, press announcement, advertising, etc. acknowledging WCAC grant support
 - c) A copy of the grantee's letters sent to local officials (list enclosed in policies letter)
10. Grantee should attend the Worcester County Arts Council's Annual Arts Celebration, which is held in the final quarter of each fiscal year.
11. Grantee is strongly encouraged to become a member of the Worcester County Arts Council. Membership application is available at www.worcestercountyartscouncil.org or by calling 410- 641-0809.

GRANT RESTRICTIONS AND ELIGIBLE USE OF FUNDS

To ensure the proper stewardship of public funds and alignment with the mission of the Arts Council, all grant recipients must adhere to the following use-of-funds guidelines:

Ineligible Use of Grant Funds

Grant funds **may not be used** for the following purposes:

1. **Sub-granting or re-granting** to other organizations or individuals.
2. **Awards, prizes, or cash recognition** distributed through contests, competitions, juried shows, or raffles.
3. **Honorariums or stipends** for individuals serving solely as judges for art competitions.
4. **Projects primarily intended for fundraising** for the sponsoring organization, beyond the cost of the event itself. Grant funds must be applied strictly to the **artistic component** of the project.
5. **Capital improvements**, including construction, renovations, or installation of permanent fixtures.
6. **Purchase of permanent equipment**, furniture, or technology not directly related to the delivery of the artistic program.
7. **General operating expenses** such as administrative salaries, office rent, utilities, or insurance.
8. **Social functions**, including parties, receptions, or other hospitality-related events.
9. **Travel or lodging expenses**, including hotel accommodations.
10. **Uniforms, costumes for staff, or non-artistic apparel.**
11. **Projects promoting political or religious viewpoints**, or any activity that seeks to proselytize political or religious beliefs or actions.

Eligible Use of Grant Funds

Grant funds **must support the artistic and cultural value** of the project and should demonstrate a clear benefit to the community.

Eligible uses include, but are not limited to:

1. **Artistic Fees** for artists, musicians, dancers, actors, or cultural professionals directly involved in the public presentation or instruction of art.
2. **Production Costs** such as lighting, sound, costumes (for performances), set construction, or technical staff.
3. **Art Supplies and Materials** for workshops, community projects, or hands-on activities.
4. **Marketing and Promotion** of the event or program (e.g., posters, flyers, website banners).
5. **Venue Rental Fees** when the project requires use of a space for an exhibit, performance, or workshop.
6. **Teaching Artist Compensation** for classes, lectures, or demonstrations open to the public or specific community groups.

All expenditures must occur within the approved grant period and must be directly tied to the approved project scope.

1. Applications must strictly adhere to deadlines.
2. All portions of the form should be completed and all figures clearly totaled.
3. **Grant application with all required attachments must be combined into one pdf document and submitted via email to: curator@worcestercountyartscouncil.org Please include CAD GRANT APPLICATION in the subject of your email.**
4. Grantee is requested to add Worcester County Arts Council to its mailing lists.

APPLICATION PROCEDURE AND DEADLINES:

Grant Periods:

1. Grants may be made for projects occurring during the 6-month periods of July through December (deadline to submit April 15th) and January through June (deadline to submit October 15th).
2. Organizations that hold projects year-round or in both 6-month periods may request grants that cover the entire fiscal year of July through the following June. Annual grant applications must be submitted by April 15th.

Grant Request Review Procedure:

1. Grant requests will be reviewed by the Executive Director and then submitted to Grants Committee for review.
2. Grants Committee presents awards recommendations to the Board of Directors, which makes the final funding decision.
3. Applicant will receive a notification letter stating the Board of Directors decision approximately one month after the application submission deadline.

Grant Payment Schedule:

1. If awarded a grant, the grantee will be required to sign a Grant Policies form, which serves as a formal grant agreement and acknowledgement of the grant.
2. Following the signing of the Grant Policies form, a check for 75% of the grant award will be issued a week prior to the event/project.
3. The remaining payment will be released upon successful submission of the final grant report, which is due within 30 days after completion of the event/project.

GRANT PAYMENT SCHEDULE AND GRANT AMOUNTS ARE SUBJECT TO RECEIPT OF FUNDS FROM THE MARYLAND STATE ARTS COUNCIL.

Do not make expenditures in advance of the grant award notification that you cannot cover with organizational funds.

QUESTIONS and TECHNICAL ASSISTANCE:

Email: curator@worcestercountyartscouncil.org Phone: 410-641-0809



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: Weston Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Lynn Wright, Senior Budget Accountant
DATE: September 30, 2025
RE: Change of Scope for CDBG CV-2 Grant

Diakonia would like to use \$6,200 in CV-2 grant funding to purchase 25 bed bug proof mattresses and frames. The original scope included food and other shelter items, but this request reflects a more pressing need. They are currently able to receive food donations, but not donations for other essential items.

CDBG has requested a letter signed by the Commissioner President to document this change. A draft letter is attached for signature if approved.

TEL: 410-632-1194
FAX: 410-632-3131
WEB: www.co.worcester.md.us



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ROSCOE R. LESLIE
COUNTY ATTORNEY

September 30, 2025

Cindy Stone
Community Development Programs
Maryland Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706

Dear Ms. Stone:

Please accept this request to amend the scope of work for Worcester County's CDBG CV-2 Grant. The subrecipient, Diakonia, would like to use \$6,200 of the grant funding to purchase bed bug proof mattresses and frames. This adjustment will be offset by a reduction in food expenditures originally planned under the grant.

Diakonia has determined that the mattresses represent a more pressing need at this time. While they are able to obtain food donations, they are not able to secure donations for essential supplies such as mattresses and frames.

We respectfully request the Department's approval of this modification.

Sincerely,

Theodore J. Elder
President, Worcester County Commissioners

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

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: September 25, 2025
SUBJECT: Mystic Harbor – Replacement Control Panel for Station F

Public Works is requesting Commissioner approval to award the replacement control panel and enclosure for Mystic Harbour Pump Station F to Lywood Automation, LLC. in the amount of \$130,555.00. Funds are available in the Mystic Harbour Capital Equipment account number 545.9010.080. This item was included in the approved FY 26 budget in the amount of \$200,000.

The request to directly award to Lywood Automation is a potential cost saving measure. Typically, work over \$25,000 is bid out, however to bid the work out, engineered electrical drawings and specifications would need to be generated at an estimated additional cost \$30,000-\$50,000. The electrical work is relatively straight forward, by bringing in several contractors to view the equipment needing to be installed, the contractors understood what was necessary without the need for drawings and specifications. Public Works reached out to other local contractors with experience working on pump station control panels and only Lywood responded with a not-to-exceed maximum price.

The replacement of this control panel is important to notify staff of any irregular operations while away from the lift station. It communicates with the operators who are on call for any alarms. Without those alarms the station could have inoperable pumps, potentially causing a danger to the environment, and lack of service to the surrounding residents/customers. The existing facility utilizes a system installed originally in 1997 when the facility was built.

Please let me know if there are any questions.

Attachment

CC: Quinn Dittrich
 Chris Clasing
 Tony Fascelli



BUILDING THE FUTURE. ONE PROJECT AT A TIME.

Date: 08/29/2025
Subject: Mystic F Service & Control Enclosure
Bid # B3504

Please find below our scope of work for the above project.

Lywood Automation, LLC. will furnish and install the following:

1. 1- Painted Steel 3R Service/Control Enclosure -----\$105,451.00
2. a. Pump Control Panel w/ SCADAPack 474 c. Single to 3 phase VFDs
3. b. Radio Study d. Electrical Gear
4. e. Pressure Transducer & Floats f. RTU w/ Antenna
5. 1- Extend existing Enclosure Concrete Pad-----\$4,500.00
6. 1- Open Air Gap Cage with 2 Enclosure
7. Drafting/ Submittals
8. 1- 20' Ant Pole W/ base-----\$7,500.00
9. Labor-----\$13,104.00
10. 1- Startup

Billing Terms: Net 30-----Total **\$130,555.00**

Note: No Spec provided,

No responsibility for any existing materials/equipment not working.

Re-use Existing Service

Programming by County

Re-use existing Conduit

Remove Equipment from Existing Concrete Pad. Turn over to Worcester County

Reuse existing Generator & ATS

Reuse existing Concrete Pad, extend to fit new Service/Control Enclosure

Reuse Exist Exhaust Fan & Light Pole

NO PREVAILING WAGE

EXCLUDED: This quotation does not include, Utility charges, Patching/replacing Driveway/sidewalk, Sod, Top Soil, Programming of PLC, By Pass Pumping, Pump & Haul, etc....

Lead time from Approval for the following: Service Enclosure 12-16 +- weeks , PLC Equipment- 8 +- weeks, Antenna Pole 16-26 +-weeks Service/Control Enclosure 4 weeks once all materials are Approved and available.

Tariff Adjustment Notice

Pricing in this proposal is based on current material costs and applicable tariffs as of the date of issuance. In the event of changes to tariffs, duties, or other government-imposed fees that impact the cost of materials or equipment, we reserve the right to adjust pricing accordingly. Any such adjustments will be communicated promptly, and we will work with you to minimize any potential impacts.

Confidentiality: This Document is intended solely for the individual or entity to whom it is addressed. The information contained in the Document is legally privileged and confidential.

All Rights Reserved & Confidential- prepared by Lywood Automation, LLC.

Quote Approved Proceed with Order: Sign: _____ Date: _____

Print Name: _____

Yours Truly,
Jeff Ruark
Lywood Automation, LLC

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: September 25, 2025
SUBJECT: FY 26 Slurry Seal Contract

Public Works is requesting Commissioner approval to piggyback off Cecil County's contract with Slurry Pavers for the application of slurry seal on county roads at a price of \$3.93/square yard. Funding in the amount of \$500,000.00 for the purchase of slurry seal was approved in the current FY26 operating budget in the general fund account 100.1202.6140.010.

In 2023, the Commissioners approved piggybacking on Howard County's contract, but that contract expired this past July. Cecil County competitively bid these services for a one-year term with two one-year renewal options. Their total estimated contract over those 3 years is \$2,464,518. By utilizing this existing contract, the county will take advantage of Cecil County's increased buying power, and we anticipate work starting next spring. The planned list of roads to be slurry sealed is attached.

Please let me know if there are any questions.

Attachment

CC: Kevin Lynch



Cecil County
Procurement Office
Connie S Kamit, Procurement Manager
200 Chesapeake Blvd, Elkton, MD 21921
(410) 996-5385

AWARD NOTICE
IFB No. IFB B-26-012
Asphalt Emulsion, Slurry Sealing and Crack Sealing

Tuesday, June 3, 2025

Slurry Pavers, Inc.
3617 Nine Mile Road
Richmond, VA 23223
Attention: Wally Wright

RE: IFB B-26-012 Asphalt Emulsion, Slurry Sealing and Crack Sealing

Dear Mr. Wright,

Cecil County, Maryland accepted your proposal for the solicitation I **IFB B-26-012 Asphalt Emulsion, Slurry Sealing and Crack Sealing**. Enclosed is the required contract document and award notice. Please expedite the signature, a certificate of insurance showing Cecil County, Maryland as an additional insurer, and return it to the Procurement Office.

Upon receipt of the document and budget appropriation, a purchase order will follow from our Department of Public Works, Roads Division.

If you have any questions, please email purchasingoffice@cecilcountymd.gov.

Thank you,

Connie S Kamit
Procurement Manager
Cecil County, Maryland



Cecil County
200 Chesapeake Blvd
Elkton, MD 21921

CONTRACT NO. IFB B-26-012

IFB B-26-012

Title: Asphalt Emulsion, Slurry Sealing and Crack Sealing

CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, between Cecil County, Maryland, the "COUNTY" and **Slurry Pavers, Inc.**, the "CONTRACTOR".

WHEREAS, the contract for the purpose of **IFB B-26-012: "Asphalt Emulsion, Slurry Sealing and Crack Sealing"** for Cecil County, the "PROJECT", in Cecil County, Maryland, for which terms and conditions are contained in the plans and specifications on file in the COUNTY'S Office, a copy of which is attached hereto and which was recently awarded to the CONTRACTOR by the COUNTY, for the pricing costs as proposed which is equal to the aggregate cost of the labor, and materials furnished at the unit and lump sum prices respectively named therefore in the proposal attached here to.

AND WHEREAS, this Award provides a formal contract should be executed by the Parties evidencing the terms of the said Award.

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

CONTRACTOR agrees to complete the PROJECT within the period as outlined within the bid proposal beginning from the time of the "Notice to Proceed" letter is received, in accordance with the terms and provisions contained in **IFB B-26-012: "Asphalt Emulsion, Slurry Sealing and Crack Sealing"** for the pricing costs as proposed which is equal to the aggregate cost of the labor, materials furnished, at the unit and/or lump sum prices respectively in the proposal attached hereto, and will well and faithfully comply with and conform to each and every obligation imposed upon the CONTRACTOR by said Specifications or the terms of said Award. Time is of the essence of this Agreement.

It is understood and agreed that no claim for extra work or materials, not specifically herein provided, done or furnished by the CONTRACTOR, will be allowed by the COUNTY, nor shall the CONTRACTOR do any work or furnish any materials not covered by these Specifications and Contract, unless the same is ordered in writing by the Cecil County, Maryland. Any such work or materials which may be done or furnished by the CONTRACTOR without such written order first being given shall be at said CONTRACTOR'S own risk, cost, and expense and the hereby covenants and agrees that without such written order he shall make no claim for compensation for

IFB B-26-012

Title: Asphalt Emulsion, Slurry Sealing and Crack Sealing

work or materials so done or furnished. In the event of an emergency, or in order to prevent delay in progress of work, the Director of the Department may give a verbal order for extra work or materials, provided, however, that said order must be reduced to writing within twenty-four hours.

AND THE COUNTY hereby agrees to pay to the CONTRACTOR, the aforementioned sum when due under the terms of the Specifications and the Award, and that it will well and faithfully perform all obligations imposed by said Specifications and the terms of the Award.

IN WITNESS THEREOF, this contract is executed, which shall be deemed an original.

WITNESS:

Wally Wright

Wally Wright

(name & signature)

(Notary)

(Seal)



WITNESS:

DocuSigned by:

Dan Schneckenburger

3F9B5933C403428...

(name & signature)

F. Carter Dabney

name, (signature & title)

F. CARTER DABNEY, PRESIDENT

Slurry Pavers, Inc.

3617 Nine Mile Road

Richmond, VA 23223

APPROVED:

Signed by:

Adam Streight

9C4332AAB4F44D...

Adam Streight

County Executive

Cecil County, Maryland

LEGAL FORM AND SUFFICIENCY APPROVED

Signed by:

Keith Baynes

40001B9FCAF742E...

Keith A. Baynes, Esq.

Cecil County Attorney

Cecil County, Maryland



Cecil County
Procurement
Connie Kamit, Procurement Manager
200 Chesapeake Blvd., Elkton, MD 21921

NOTICE OF AWARD

Project ID: **IFB B-26-012**

Project Name: **Asphalt Emulsion, Slurry Sealing and Crack Sealing**

Cecil County, Maryland solicited the following:

This project includes the application of preventative maintenance treatments on various roads located through Cecil County by furnishing and distributing emulsified asphalt for tar and operations, slurry sealing roadways, fog sealing roadways, and crack sealing roadways in accordance with the contract documents. The project also includes furnishing emulsified asphalt into a county storage tank for use by County Road Division forces. The contract may be used by other County Departments and Divisions for County infrastructure, to include but not limited to, County owned facility parking lots and internal access roads.

The solicitation process was conducted through the Cecil County OpenGov eProcurement Portal.

All proposals remained sealed with the OpenGov Procurement Portal until the scheduled due date and time of April 24, 2025, at 12:00 PM EST. Bids were electronically opened, and totals only were read aloud for each bid received. Line-item details were not read nor released for any submittal. Totals were then posted on the County website, and all present for the bid opening were notified that totals and bids have not been verified nor found to be responsive and/or responsible.

The Procurement Office is awarding to Slurry Pavers, Inc as submitted and detailed on Exhibit A for line item 501, 503A, 507, and 510.

This is a service type contract under which Cecil County, Maryland is obligated during the initial term of the contract.

Initial Term:

July 1, 2025, or final execution of contract documents through June 30, 2026

Renewal Options (by mutual agreement):

1st Renewal: July 1, 2026, through June 30, 2027



Cecil County
Procurement
 Connie Kamit, Procurement Manager
 200 Chesapeake Blvd., Elkton, MD 21921

2nd Renewal (last option): July 1, 2027, through June 30, 2028

Cecil County, Maryland reserves the right to accept or reject any option for contract renewal. Additionally, the Contractor is obligated to perform the services as agreed upon within the proposal, which the Cecil County, Maryland requires in its operation. Should an emergency arise, and the Contractor cannot perform the required service as outlined within this agreement, the County reserves the right to contract these services from other sources to meet these needs without prejudice of this contract.

Therefore, the Procurement Office awards the Invitation for Bid (IFB) B-26-012 Asphalt Emulsion, Slurry Sealing and Crack Sealing as submitted to Slurry Pavers, Inc.

All awards are contingent upon final execution of all contract documents and budget appropriation.

The solicitation for IFB B-26-012 Asphalt Emulsion, Slurry Sealing and Crack Sealing is accepted and hereby ratified and confirmed by Cecil County, Maryland.

Award Approval:

DocuSigned by:
Connie S. Kamit 5/19/2025
 33290C742E4049C
 Connie S Kamit Date
 Procurement Manager

Signed by:
Andrew Ondish 5/19/2025
 3B345544DCA84CC
 Andrew Ondish Date
 Deputy Director Finance

DocuSigned by:
Dan Schneckenburger 5/19/2025
 3F9B5933C403428
 Dan Schneckenburger Date
 Director of Administration

Signed by:
Adam Streight 5/19/2025
 9C4332AAAB4F44B
 Adam Streight Date
 County Executive

Cecil County, Maryland

Procurement Office



3617 Nine Mile Road
Richmond, VA 23223

May 6, 2025

Cecil County
Attn: Connie Kamit
410-996-8121
ckamit@cecilcountymd.gov

Re: IFB-26-012 – Asphalt Emulsion, Slurry Sealing and Crack Sealing

Ms. Kamit,

Slurry Pavers Inc. is pleased to provide pricing for the Asphalt Emulsion, Slurry Sealing and Crack Sealing Project, IFB-26-012.

Our pricing includes all traffic control, equipment, labor and materials necessary to perform the work in accordance with technical specifications. If any cost justifications are needed please reach out.

Please let me know if you have any questions or need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "F. C. Dabney", is written over a faint, larger version of the same signature.

F. Carter Dabney, President
Slurry Pavers, Inc.



IFB B-26-012

ASPHALT EMULSION, SLURRY SEALING AND
CRACK SEALING BID SHEET

Cecil County
200 Chesapeake Blvd
Elkton, MD 21921

SLURRY PAVERS, INC.

3617 NINE MILE RD RICHMOND, VA 23223

1. Bid Sheet

EMULSIFIED ASPHALT MATERIALS

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
501	ROADWAY SWEEPING	HR	40	\$225.00	\$9,000.00
503A	CRS2L EMULSIFIED ASPHALT FOR TAR AND CHIP OPERATIONS	GAL	30,000	\$3.89	\$116,700.00
503B	CRS2 EMULSIFIED ASPHALT FURNISHED	GAL	8,000	\$3.41	\$27,280.00
TOTAL					\$152,980.00

SLURRY SEAL AND CRACK SEALING

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
501	ROADWAY SWEEPING	HR	56	\$270.00	\$15,120.00
507	SLURRY SEAL TYPE II ON SURFACE TREATMENT	SY	110,000	\$3.98	\$437,800.00
510	SEALING CRACKS AND JOINTS IN PAVEMENTS	LB	15,000	\$3.79	\$56,850.00
TOTAL					\$509,770.00

CONTINGENT ITEMS

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
507B	SLURRY SEAL TYPE II ON PAVED SURFACE	SY	25,000	\$3.93	\$98,250.00
511	FOG SEAL PAVEMENT	SY	50,000	\$1.21	\$60,500.00
TOTAL					\$158,750.00

J. Carter 5/6/2025



Cecil County
Procurement Office
Connie S Kamit, Procurement Manager
200 Chesapeake Blvd, Elkton, MD 21921
(410) 996-5385

NOTICE OF INTENT TO AWARD

IFB No. IFB B-26-012

Asphalt Emulsion, Slurry Sealing and Crack Sealing

RESPONSE DEADLINE: April 24, 2025 at 12:00 pm

Monday, May 19, 2025

Slurry Pavers, Inc.
3617 Nine Mile Road
Richmond, VA 23223
Attention: Wally Wright

RE: IFB B-26-012 Asphalt Emulsion, Slurry Sealing and Crack Sealing

Dear Mr. Wright,

Cecil County, Maryland wishes to advise all bidders that on May 19, 2025, an award for the solicitation IFB B-26-012 Asphalt Emulsion, Slurry Sealing and Crack Sealing was made to Slurry Pavers, Inc. We greatly appreciate your time and efforts and look forward to doing business with your company in the future.

Any bidder wishing to protest the proposed award must submit a written notice of intent to protest within ten (10) days of this letter to the Cecil County Procurement Office, 200 Chesapeake Blvd., Elkton, MD 21921. If you have any questions, please email purchasingoffice@cecilcountymd.gov for further information.

Thank you,

Connie S Kamit 
Procurement Manager
Cecil County, Maryland

Road Name	Length	Width	Sq. Yards	\$3.93/SY
Beaverdam Creek Road	4,752	20.5	10,824	\$42,538
Carey Road (Rt.575-113)	2,429	22	5,938	\$23,336
Chandler Drive	1,795	23	4,587	\$18,027
Country Club Drive	1,795	16	3,191	\$12,541
Gaskin Drive	264	23	675	\$2,653
Hall Drive	2,165	20	4,811	\$18,907
Downs Road	10,983	20	24,407	\$95,920
Evans Road	8,131	21.5	19,424	\$63,128
Fox Ridge Court	581	24	1,549	\$6,088
Heathland Drive	1,426	24	3,803	\$14,946
Lakeside Court	264	24	704	\$2,767
Pintail Drive	792	22	1936	\$7,608
Quillen Way	2,799	23	7,153	\$28,111
Savanna Court	581	24	1,549	\$6,088
South Hampton Drive	2,904	24	7,744	\$30,434
Taylor Road	12,936	18	25,872	\$101,677
Terrapin Point Road	1,003	22	2,452	\$9,636
Thoroughfare Farms Road	951	28	2,959	\$11,629

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 S. Young, P.E. Chief Administrative Officer
 Candace Savage, CGFM Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*
DATE: September 25, 2025
SUBJECT: Proposal for Engineering Services – Hotel Road Bridge Replacement

Public Works is requesting Commissioner approval to contract with Davis, Bowen, and Friedel, Inc. for engineering services for the Hotel Road Bridge replacement project. The total cost of engineering services for this bridge would be \$24,100.00 (see attached document). Funding is available in Road Maintenance State Aid Road Construction account 100.1202.6600.030.

Davis, Bowen, and Friedel, Inc. have provided engineering and design services for the County since the mid 80's and have always provided excellent service. Their knowledge of the area as well as State Aid requirements is an advantage which will ensure we are getting a quality service. This bridge has a bridge sufficiency rating below 50 and was recommended by the consultant for bridge replacement during our bridge inspection cycle.

Please let me know if there are any questions.

Attachments

cc: Kevin Lynch, Roads Superintendent

September 25, 2025

Worcester County Department of Public Works
Roads Division
5764 Worcester Highway
Snow Hill, Maryland 21863

Attn: Mr. Kevin Lynch, Roads Superintendent

Re: Professional Engineering Services
Hotel Road Bridge Replacement
Bishopville, Maryland
DBF # P0085B25.040

*Ring W. Lardner, P.E.
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA, LEED GA
Jason P. Loar, P.E.
Jamie L. Sechler, P.E.*

Dear Mr. Lynch:

Davis, Bowen & Friedel, Inc. appreciates the opportunity to submit this proposal for the above referenced bridge replacement project. We propose to render the following services for the total fee of **\$24,100** which excludes a geotechnical investigation:

SURVEY: **\$2,000.**

Survey the existing conditions as required for site design. A reference bench mark with an NAVD88 datum will be established at the site. We will locate the bridge, abutments, guardrails, utility poles, marked utilities, channel, embankments, relevant topography, pertinent trees and wetlands.

STATE HIGHWAY ADMINISTRATION: **\$1,600.**

Complete the State Highway Administration "Environmental Assessment Form". Submit letters of intent to state agencies including, DNR Wildlife & Heritage Division, DNR Environmental Review Unit, Maryland Historic Trust and U.S. Fish & Wildlife Service. Coordinate project with Worcester County/SHA Federal Aid Liaison.

CONSTRUCTION DOCUMENTS: **\$11,600.**

Prepare plans and specifications adequate for bidding and construction containing the following:

1. Site Plan drawing showing existing and new bridge location, approach roadway paving, approach vehicular railing, grading, utilities and erosion/sediment control structures.
2. Drawings will include pertinent existing conditions and demolition information.
3. Drawings will include details for new laminated timber superstructure, glue-laminated timber pile caps, driven timber pile foundation, timber or vinyl sheetpile abutments, timber bridge railing and W-Beam approach vehicular railing.
4. Pertinent technical specifications will be included on the plans providing load requirements for the bridge supplier, material and treatment specifications, demolition requirements, shop drawing requirements and factors pertinent to construction.

5. Bid documents will be prepared including bid form, bonds, general conditions, special conditions and technical specifications.

PERMITTING:

\$7,500.

Submit applications for environmental permits including Maryland Department of the Environment, Army Corps of Engineers, Worcester County Environmental Programs Department for stormwater management, and the Worcester County Soil Conservation District for erosion and sediment control.

BIDDING AND CONSTRUCTION PHASE:

\$1,400.

We will prepare a construction cost estimate, evaluate bids received and make recommendations for award. We will answer contractor's requests for information and review contractor's submittals. We will provide a final inspection and letter of certification.

Not included in this fee proposal are property line survey, landscaping design, geotechnical investigation, scour studies, material testing and pile inspection services. Requested additional services will be provided on an hourly basis utilizing the attached Schedule of Rates No. 50. Terms of the contract will be handled in accordance with the attached Terms and Conditions. The proposal is valid for a period of sixty (60) days.

We received a fee proposal from Hardin-Kight Associates, Inc. for a geotechnical investigation and recommendations for timber pile length. The fee provided is **\$7,770**. Typically, the County has waived the geotechnical investigation. We specify a test pile program during construction to determine minimum pile lengths to achieve the design pile capacity.

If this proposal is acceptable, please sign and return to our office. This will serve as our notice to proceed. Thank you for the opportunity to submit this proposal. We look forward to continued service to Worcester County.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.

Andrew E. Welch

Andrew E. Welch, P.E.
Senior Structural Engineer

Enclosures

ACCEPTED BY:

Signature

Date

Printed Name

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES
 SCHEDULE NO. 50
 Effective January 1, 2024

CLASSIFICATION	HOURLY RATE
Principal	\$230.00
Senior Architect, Sr. Landscape Architect, Sr. Engineer, Sr. Surveyor	\$195.00
Architect, Landscape Architect, Engineer, Surveyor	\$155.00
Senior Manager: Architecture, Landscape Architecture, Engineering, Surveying	\$160.00
Manager: Architecture, Landscape Architecture, Engineering, Surveying	\$140.00
Senior Environmental Specialist	\$160.00
Environmental Specialist	\$130.00
Construction Administrator	\$145.00
Senior Designer	\$150.00
Designer	\$130.00
GIS Specialist	\$140.00
Computer Graphics Designer	\$115.00
CAD I	\$115.00
CAD II	\$100.00
1 Person Survey Crew	\$150.00
2 Person Survey Crew	\$190.00
3 Person Survey Crew & UAV Crew (Excluding Equipment Charge)	\$230.00
Resident Project Representative	\$110.00
Computer Administrator	\$110.00
Administrative Support	\$90.00
Travel	\$0.655/mile
Direct Expense	Cost + 10%
UAV Equipment Charge	\$100/mission
Prints (In-house Reproduction)	\$3.50/sheet
Overtime	(1.5xHourly Rate)
24x36 Mounted Prints	\$90 (First Board)/ \$40 (Additional Boards from the Same Order)

GENERAL TERMS AND CONDITIONS

1. These General Terms and Conditions are an integral part of the Proposal dated July 16, 2025 (“Proposal”) between Davis, Bowen & Friedel, Inc. (“DBF”) and Worcester County. (“CLIENT”) (collectively, the “Parties”; individually, a “Party”).
2. The Proposal shall be valid for sixty (60) calendar days from its date. Upon execution by CLIENT, the Proposal, including these General Terms and Conditions, shall comprise the Parties’ Agreement for DBF’s services (collectively, the “Agreement”).
3. CLIENT Warranties and Understandings.
 - a. The CLIENT warrants that DBF will be able to proceed with the project outlined in the Proposal (the “Project”) without reasonable or agreed upon delays or interruption.
 - b. If CLIENT requests additional services outside the scope of services described in the Agreement, the method of compensation to accomplish the additional services shall either be agreed to in writing prior to DBF undertaking the additional services or, otherwise, DBF shall be compensated at its then prevailing schedule of rates (“DBF’s Rate Schedule”).
 - c. When the Project involves concept and/or process development, undefined or unanticipated factors or circumstances often arise that can change the direction of the Project and the scope or nature of DBF’s anticipated services. DBF will inform the CLIENT promptly if it becomes aware of such factors or circumstances. Upon receipt of such notice, CLIENT will negotiate in good faith for a change in Project scope and DBF’s compensation.
 - d. If any mark-outs or staking are destroyed by an act of nature or any person other than DBF, they shall be re-marked or re-staked as an extra cost and compensated in the manner provided in the Proposal or, if not specified, according to DBF’s Rate Schedule.
 - e. After final acceptance of any of DBF’s plans by the CLIENT and /or the appropriate public agencies, DBF shall not be required to make additional changes thereto unless the method of compensation to accomplish said change(s) shall be agreed to in writing by CLIENT or, in the absence of express agreement, DBF shall be compensated for such additional work according to DBF’s Rate Schedule.
 - f. Hazardous Materials and/or Asbestos
 - i. CLIENT represents and warrants that it has provided DBF with any and all information known to CLIENT with respect to the existence or suspected existence at, on, or under the Project site (the “Site”) of any hazardous substances and/or asbestos as such hazardous substances are defined in the Federal Comprehensive Environment Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976 or under any laws of similar import now or hereafter existing.

- ii. If potentially hazardous materials including asbestos are encountered during the course of services, DBF shall have the right to suspend its services immediately and the right, by written notice to CLIENT, to terminate the services described in the Agreement, unless DBF and CLIENT within ten (10) days of the DBF'S notice of intent to terminate, mutually agree to amend the Agreement by (for example) revising DBF's scope of services, adjustment of budget estimates, revising the General Terms and Conditions, and/or revised compensation to DBF. CLIENT shall at all times retain responsibility for the disposal or remediation of all contaminated materials which may be discovered or generated during the course of the work; and CLIENT will indemnify and hold harmless DBF and its employees and subconsultants from any claims for damages arising from the presence of potentially contaminated, hazardous, or toxic materials at the Site.
 - g. Client, for its own benefit may, from time to time, on its own retain others to perform certain tests, inspections and analyses or other information and materials for use by DBF ("client data"). DBF may rely and is expected to rely on such client data without the need for independent evaluation and/or verification. Client agrees to indemnify, defend and hold DBF harmless from any and all losses, damages and claims of any nature which may in any way arise out of or in connection with the use by DBF of the client data and other information issued and/or prepared by Client or others and furnished to DBF in connection with this project. Correction of work or services due to inaccurate Client provided information will be billed as an additional service.
 - h. In the event Client or Client's personnel, contractors, or subcontractors become aware that a suspected error or omission by DBF has been discovered, or that a change in the conditions reported by DBF is suspected, DBF shall receive prompt written notice of such suspected error, omission, or change in order that DBF may have the opportunity to take prompt, effective measures which in DBF's opinion will minimize the consequences of a defect in service. Failure to provide prompt notice or to provide DBF with the opportunity to remedy the situation shall relieve DBF of any further liability.
4. Construction Cost
- a. The estimated construction cost of the Project (herein referred to as "Construction Cost") means the cost to CLIENT of those specific portions of the entire Project designed and specified by DBF, but shall not include DBF's compensation and expenses, the cost of the Site, rights-of-way, or compensation for, or damages to, properties unless this Agreement so specifies. Neither shall Construction Cost include CLIENT'S legal, accounting, insurance, business counseling, auditing services, interest and financing charges or any other "soft costs" incurred by CLIENT in connection with the Project, or the cost of any other services provided to CLIENT by others.
 - b. Since DBF cannot control changes in the cost of labor, materials, equipment or services furnished by others, or over contractor(s)' methods of determining their prices, or over competitive bidding or market conditions, any estimates of Construction Cost prepared by

DBF, while offered on the basis of DBF's professional experience and qualifications are not to be considered guarantees of actual construction cost; DBF cannot and does not warrant that proposals, bids or actual construction costs will not vary significantly from Construction Cost estimates prepared by DBF. If prior to the bidding or negotiating phase of a Project, CLIENT requires greater assurance as to actual construction cost, CLIENT agrees to employ a specialist in construction cost estimating.

5. Construction Safety Standards

- a. With regard to any contractor working at the Site (a "Contractor"), DBF shall not be responsible for such Contractor's construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Contractor's work; nor for such Contractor's plans, specifications, and contracts, or the safety and integrity of any such Contractor's or third person's work, or the acts or omissions of any Contractor or third person, or their respective agents or employees.

6. Projects Involving Surveying

- a. The Client will provide DBF unrestricted access to the site and notification to parties now in possession.
- b. The Client, its representatives and consultants will provide access to all relevant existing data concerning the project, including prior surveys, easements and agreements. DBF assumes no responsibility for errors and/or omissions that may exist in the data or related design plans.
- c. The Client will provide a complete Report of Title from which this survey will be based. The Report of Title will contain complete copies of all deeds, plans, surveys, easements, agreements and other referenced materials that may burden or benefit the property.
- d. The current zoning for the site will be reviewed and illustrated on the survey.
- e. Only plans of record and the most recent deed of record for the subject property and the adjoining properties and information provided by the Client will be reviewed. No other record documents will be reviewed for agreements, easements or other factors that may benefit or burden the title to the property.
- f. Boundary Retracement Surveys: If this Agreement, within the scope of services, contains provisions in which DBF is to provide Survey services, the following assumption applies: the materials required to complete this survey (i.e., deeds, prior surveys, record plans, or physical evidence) are available and generally error and conflict free and meet the standard of care currently practiced in the Northeastern and Mid-Atlantic areas of the United States. Under this assumption, most Boundary Retracement Surveys can be completed within reasonable time frames and efficiencies. However, in a small percentage of surveys, errors, conflicts and deficiencies with the record information and physical evidence may cause significant problems in resolving the boundary. It is not possible to discover those

problems until well into the analytical and decision-making process. When such problems are discovered, the assumption stated above is no longer deemed valid. DBF, therefore, reserves the right to revise the original scope of service defined herein. The Client will be advised and authorizations to proceed with additional services must be acquired before DBF can complete its services.

7. Reuse of Instruments

- a. All documents including drawings, data and specifications prepared or furnished by DBF (and DBF's independent subconsultants) (collectively, "Instruments") pursuant to this Agreement are Instruments of service in respect of the Project and DBF shall retain full ownership and proprietary interests therein (including the right to reuse Instruments at the discretion of the DBF) whether or not the Project is completed.
- b. The only Instruments prepared by DBF that CLIENT shall be entitled to rely upon are printed, signed and/or sealed copies, including signed and/or sealed electronic copies (hereinafter, "Hard Copies") that are delivered by DBF to CLIENT or its agents as final. Files in computer-aided design program formats (such as AutoCAD, Revit, etc.) or similar formats that are furnished to CLIENT by DBF are furnished solely for convenience of CLIENT and do not substitute for Hard Copies; and any conclusion or information obtained or derived by anyone from such electronic files will be at the CLIENT's sole risk. If there is any discrepancy between such electronic files and the Hard Copies, the Hard Copies shall govern.
- c. Because data delivered or transferred by DBF in electronic media format can deteriorate or be modified (inadvertently or otherwise) without authorization of DBF, CLIENT shall evaluate or perform acceptance tests or procedures on such data within thirty (30) days of receipt, after which CLIENT and any recipients receiving same from CLIENT shall be deemed to have accepted that data. Any errors detected by CLIENT and reported to DBF within the 30-day acceptance period will be corrected at no charge by DBF. DBF shall not be responsible for maintaining or archiving documents stored in electronic media format after their acceptance by CLIENT.
- d. When transferring documents in electronic media format, DBF makes no representations or warranties as to long term compatibility, usability, or readability of such documents, which may be unread, misread, corrupted, or modified by software application packages, operating systems, or computer hardware differing from those used by DBF at the beginning of this Project.
- e. CLIENT may make and retain copies of DBF's Instruments for record retention purposes and/or in connection with use and occupancy on the Project by CLIENT and others. CLIENT shall not be authorized to use, or to permit others to use, such Instruments for any other project or for any purpose unrelated to the Project. Such Instruments are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by DBF, as appropriate for the specific purpose intended, shall be at CLIENT'S

sole risk and without any liability or expense to DBF and its professional subconsultants. DBF reserves the right to claim additional compensation for any unauthorized use or reuse of its Instruments, whether modified for the new application or not. CLIENT shall indemnify and hold harmless DBF and its professional subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from unauthorized use of the Instruments.

- f. Any request made by CLIENT for verification or adaptation of the Instruments for extensions of the Project or for any other project shall entitle DBF to additional compensation at rates to be agreed upon by CLIENT and DBF or, in the absence of express agreement, according to DBF's Rate Schedule applicable at the time of the request.

8. Financial Matters.

- a. The CLIENT shall pay DBF monthly as the services progress based upon invoices issued by DBF. CLIENT shall remit full payment within Thirty (30) days of the invoice date. Overdue accounts are subject to a service charge of the lower of the maximum amount permitted by law or One and One-Half Percent (1.5%) per month (18% per annum) from the date of invoicing on the unpaid balance.
- b. Invoices shall be deemed correct and appropriate as rendered if not questioned by CLIENT in writing within Fourteen (14) days of the date of the invoice. CLIENT agrees to pay DBF, as its then prevailing rates, or for any clarifications and/or justification on invoices which are questioned beyond said 14 days.
- c. Failure to pay any invoice when due shall entitle DBF to immediately suspend all services on the Project; and, if a delinquency in payment of an undisputed invoice is not cured within Ten (10) days after written notice from DBF, DBF may, at its option, terminate services under the Agreement. In the event of such suspension or termination, CLIENT waives all rights, claims, damages etc. against DBF related to such suspension or termination.
- d. Should DBF engage counsel to seek collection of any delinquent invoice(s), and/or to bring any action or proceeding at law or in equity to enforce payment of such invoice(s), together with any accrued service charges, DBF shall be entitled to claim and collect its reasonable attorney's fees plus service charges, interest, and all litigation and collection expenses, including witness fees, court costs, and also including the cost of DBF's personnel whose time is expended in pursuing collection efforts charged at DBF's Rate Schedule.
- e. Notwithstanding any provision contained in this Agreement or the contract documents for the Project, in the event that any payment to DBF is not made as when provided for by the Agreement, DBF may (in addition to all other remedies available at law) file a mechanics lien against the Project in accordance with the procedures of State Law. If the Project is in the State of Delaware, CLIENT specifically waives the provision of 25 Del. C. §2703 (Mechanics' Lien Law of Delaware) entitled "Contract Requirements to Obtain Lien Based Solely on Improvement to Land," and CLIENT shall not avail itself of any legal defense based on said statutory provision.

- f. Payment to DBF shall not be in any way contingent upon CLIENT receiving payment, loans, or other monies from any other person or source.
 - g. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments shall be effective within 30 days after written notification to the CLIENT.
- 9. Reimbursement of Legal Expenses Defending Client Action
 - a. In the event the CLIENT institutes legal action of any kind (lawsuit, arbitration, etc., or counterclaim or crossclaim in any of the foregoing) against DBF because of any failure or alleged failure to perform, error, omission, or negligence, and if such legal action is not successfully prosecuted, is dismissed, and/or if the decision on such action is rendered for DBF, CLIENT agrees to pay DBF any and all costs of defense, including attorney's fees, expert witnesses fees, court costs, and the cost of any DBF employees whose time is spent in defending the action based on DBF's Rate Schedule, and any and all other expenses of defense immediately following such a dismissal or disposition in favor of DBF.
- 10. Omission. If CLIENT fails to include a necessary item or service in its construction budget due to an omission by DBF, CLIENT'S sole remedy shall be to request credit for the increase in cost of such item or service directly resulting from its delayed inclusion in CLIENT's budget.
- 11. Termination
 - a. The obligation to provide further services under this Agreement may be terminated by either Party upon Thirty (30) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof through no fault of the terminating Party.
 - b. In the event of termination by CLIENT for convenience or for any reason not the fault of DBF, DBF shall be paid per DBF's Rate Schedule for services performed to termination date, including reimbursable expenses then due and all termination expenses, termination expenses being computed as Ten Percent (10%) of all fees earned by DBF up to the date of termination. The Parties agree that such termination expenses represent a fair estimate of DBF's actual damages resulting from such termination, and agree, for their mutual convenience, and in lieu of DBF claiming any actual damages, that they are properly considered liquidated damages and not a penalty.
- 12. Insurance
 - a. DBF shall procure and maintain insurance with commercially reasonable coverage limits for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom.
- 13. Severability

- a. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any provisions, terms, condition, or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other party.

14. Successors and Assigns.

- a. This Agreement shall inure to, and be binding upon the Parties' respective successors, legal representatives and assigns.
- b. Neither Party shall assign nor transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph (or in any other provision of this Agreement) shall prevent DBF from employing such independent subconsultants as DBF may deem appropriate to assist in the performance of services hereunder.
- c. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and DBF, and all duties and responsibilities undertaken pursuant to this Agreement shall be deemed to be for the sole and exclusive benefit of CLIENT and DBF and not for the benefit of any third party.

15. Extent of Agreement

- a. This Agreement, including DBF's Proposal, Rate Schedule and any attachments to any of the same, represent the entire and integrated Agreement between the CLIENT and DBF, and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and DBF.

16. Resolution of Disputes

- a. This Agreement shall be governed by and construed in accordance with the laws of the State where the services are to be rendered and, if the services cover more than one State, the laws of Maryland shall apply exclusively, without regard to any applicable conflicts of law principles. Regardless of which State's law is applicable, all claims, counterclaims, disputes and other matters in question between the parties hereto, arising out of or relating to this Agreement or the breach thereof, will be decided by litigation in the Circuit Court for Wicomico County, Maryland, which is the agreed venue for such litigation; and the Parties hereto waive all rights to a jury trial in said Court, to federal diversity jurisdiction, and to any right of removal to federal court.

- b. The Client shall make no claim (whether directly or in the form of a third party claim) against DBF unless the Client shall have first provided DBF with a written certification executed by an individual licensed in the requisite discipline and State wherein the project site is located, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a designer performing professional services under similar circumstances. Such certificate shall be provided to DBF thirty (30) days prior to the presentation of any such claim.

17. Limitations of Professional Liability

- A. GENERAL - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE DBF, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE AGGREGATE LIABILITY OF DBF (INCLUDING DBF'S PRINCIPALS EMPLOYEES, AND SUBCONSULTANTS) TO THE CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSE ARISING FROM THE PROJECT OR THIS AGREEMENT, TO THE TOTAL FEES PAID TO DBF FOR THE PROJECT, OR THE AMOUNT OF \$20,000.00, WHICHEVER IS LESS. SUCH CLAIMS OR CAUSES INCLUDE, BUT ARE NOT LIMITED TO, NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT AND/OR WARRANTY, AND; THE EMPLOYEES OR AGENTS OF DBF SHALL NOT HAVE ANY INDIVIDUAL PROFESSIONAL LIABILITY TO THE CLIENT IN ADDITION TO, OR IN EXCESS OF, DBF'S LIABILITY UNDER THESE CONTRACT TERMS AND CONDITIONS.**
- b. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY OR ANY OF EITHER PARTY'S AFFILIATES OR SUBCONSULTANTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR COST OF REPLACEMENT SERVICES.
- c. THE REMEDIES AND LIMITATIONS SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER REMEDIES AVAILABLE TO CLIENT AND CONSTITUTE CLIENT'S EXCLUSIVE REMEDIES AGAINST DBF REGARDLESS OF WHETHER CLIENT'S CLAIM OR CLAIMS ARISE FROM THE NEGLIGENCE OF DBF, OR FROM BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT OR ABSOLUTE LIABILITY OR ANY OTHER ACT, ERROR OR OMISSION OR CAUSE OF ACTION WHATSOEVER OR ANY COMBINATION OF THE FOREGOING.
- d. It is agreed that if the professional services of DBF do not extend or include observation of the construction progress or performance of the Work, the Client will defend, indemnify and hold harmless DBF from any claim or suit whatsoever. Such claims shall include, but not limited to payments, expenses, or costs involved, arising from or alleged to have arisen

from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. DBF agrees to be responsible for its own negligent acts, errors or omissions, as limited above.

- e. Standard of Care. DBF will perform its services in accordance with generally accepted practices of consulting firms undertaking similar services, and in performing such services, DBF will observe that degree of care and skill as is generally exercised by members of such professionals in the same locale acting under similar circumstances and conditions. Neither DBF nor any of its principals or employees make any implied or express warranties with regard to any of the services to be provided hereunder and nothing herein should be construed as such. DBF disclaims any and all warranties, expressed or implied, of merchantability, fitness for a particular purpose, or otherwise.
- f. DBF shall not be responsible for any damage or consequences arising from interpretation or misinterpretation of DBF's documents during construction by any person including CLIENT, a contractor, architect, or other design professional, when DBF is not involved in that interpretation.
- g. On occasions when the CLIENT contracts directly with DBF, and also directly with additional consultants on the same Project, DBF shall be held harmless from any claims made and any judgments rendered against such other consultants. DBF shall not be responsible for the performance of any other consultants retained by the CLIENT to perform services on any Project. Legal expenses incurred by DBF defending its rights under this paragraph shall be reimbursable in accordance with paragraph 8 above.
- h. DBF will take reasonable precautions to identify underground structures, including contacting "Miss Utility" when subsurface work in developed areas is planned, and, in some cases, engaging public or private location services. DBF shall have no liability for damages to underground structures that could not be readily located prior to initiation of Client's work.

18. Privity of Contract

- a. CLIENT also agrees that any contract by the CLIENT with any contractor for work on the Project shall include language specifically stating that: "Contractor's sole basis for claim under this contract shall be breach of contract against the CLIENT, regardless of whether such claim is based on any alleged error or omission of Davis, Bowen & Friedel, Inc. and/or any of its subconsultants. Contractor also agrees to cause such a clause as this to be placed in all its agreements with any subcontractors for the Project."

19. Miscellaneous.

- a. Repose. As between the parties to this Agreement, any applicable statute of limitations or repose will begin to run, and any cause of action will have accrued, not later than the date of the last invoice sent to CLIENT by DBF for Project services performed. In no event shall CLIENT be permitted to make any claim against DBF or any party, including third parties not in privity with this Agreement, after Three (3) years from the date of substantial

completion of the Project, or the date of the last payment from Client to DBF for this Project, whichever event occurs earliest (referred to as the date of repose), whether the basis of any claim is known or discovered before or after that date of repose.

- b. Delay. Neither DBF nor any of its principals, employees or subconsultants shall be liable for any delay in performing services under this Agreement caused by circumstance beyond DBF's reasonable control, including but not limited to delay attributable to labor disputes, government action, epidemic, war, riot, civil disturbance, sabotage, terrorist act, supply chain issues, any *force majeure*, substantial modification of the scope of DBF's services, or any other cause beyond DBF'S control.

The Parties, by their authorized representatives signing below, as of the date(s) written next to their signatures, accept and agree to the provisions of this Agreement.

CLIENT: Worcester County

Date:

By: _____ (SEAL)

(name & title printed)

DAVIS, BOWEN & FRIEDEL, INC.

Andrew E. Welch

Date: July 16, 2025

By: Andrew E. Welch, P.E.

[https://d.docs.live.net/9fc0885fecb4423c/Proposed Terms and Conditions. JCS Rev 12.13.2023.docx](https://d.docs.live.net/9fc0885fecb4423c/Proposed%20Terms%20and%20Conditions.%20JCS%20Rev%2012.13.2023.docx)

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

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: September 25, 2025
SUBJECT: Purchase of Replacement Pump for Station T
Ocean Pines Water and Wastewater Service Area

Public Works is requesting Commissioner approval to use \$48,795.00 from the Ocean Pines Water and Wastewater Collections Capital Equipment to purchase a replacement pump for Pump Station T. The approved FY 2025 budget included \$70,000.00 for the purchase of the replacement pump in account no. 555.8004.9010.090.

The existing pumps are original to the lift station that were put in service in 1990. Flygt pumps are the approved sole source manufacturer for County wastewater pumps. The lead time is estimated at 16-18 weeks. Not approving this purchase would mean that if this pump failed wastewater would backup into public/private residents' property and potentially illicit fines from Maryland Department of the Environment.

Please let me know if there are any questions.

Attachments

CC: Tony Fascelli
 Quinn Dittrich

ITEM 9

2140 RENARD COURT

ANNAPOLIS, MARYLAND 21401

BALTIMORE PHONE (410) 841-6810 - WASHINGTON PHONE (301) 970-2181

FAX (410) 841-9860

Email: cpennisi@sherwoodlogan.com

DATE: September 9, 2025

QUOTE TRANSMITTAL

Attention: Jeff Tingle

From: Christine Pennisi

Firm: Worcester County

SLA Quote: 09-09-01

Total number of pages including cover sheet – 1. If you do not receive the total number of pages indicated please contact us.

Jeff,

We are pleased to quote the following Flygt Pump for your consideration. Note that the replacement PN is now 31711855770.

One (1) Xylem Flygt NT3171.185 Dry Pit Submersible Pump, 277 Hard Iron Impeller, 4” Discharge, 35.0 HP, 208 Volt, 3 Phase, Stainless Steel Cooling Jacket, FLS Leakage Sensor, and 65 feet of Shielded Power Cable. Pump includes Inlet Elbow, Minicas 120 Module, and Certified Testing. Inlet elbow dimensions are 8” Suction Pipe x 6” Pump Inlet.

Price: \$48,795.00 (Includes Start Up and Freight)

Delivery: 16 - 18 Weeks

Quote Validity November 9, 2025

Please note that installation, sales tax and start-up are not included in the above pricing. Please let me know if you need anything else.

Sincerely,

Christine Pennisi

Christine Pennisi



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: September 24, 2025
Re: Request to Schedule Public Hearing: Worcester County Housing Study

I am requesting that the Worcester County Commissioners schedule a required public hearing for Tuesday, November 4, 2025, associated with the Housing Study which was funded under the Maryland Community Development Block Grant Program. A draft public hearing notice is attached.

Representatives from Matrix Design Group will attend the public hearing to present their findings and recommendations. A copy of the report can be found on the county's website:

<https://www.co.worcester.md.us/departments/drp/2025-Housing-Study>

The Housing Study addresses the following topics:

- An update to the 2004 Substandard Housing Survey to identify and map substandard single-family housing units as indicated by the condition of the exterior structure and grounds.
- An update to the Affordable Housing report from 2004.
- An analysis of current demographic, economic and housing market conditions.
- A household and housing demand forecast for the County to the year 2050.
- Identification of current programs and potential funding sources that could be utilized to improve the County's housing stock.
- Provide recommendations that will allow the County to develop an overall housing program that will improve the existing housing stock, target areas identified in the study to provide the highest and best use of funding and provide a greater supply of affordable housing.

Thank you for your attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

WORCESTER COUNTY
NOTICE OF PUBLIC HEARING

The Worcester County Commissioners will conduct a Public Hearing and will receive public comment on **Tuesday, November 4, 2025, at _____ AM** in the Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland:

To provide information on the progress of the Housing Study which was funded under the Maryland Community Development Block Grant Program which is a federally funded program designed to assist governments with activities directed toward neighborhood and housing revitalization, economic development, and improved community facilities and services.

A copy of the Housing Study is available to view online at www.co.worcester.md.us or during normal business hours at the Department of Development, Review and Permitting, One West Market Street, Room 1201, Snow Hill, MD. Efforts will be made to accommodate the disabled and non-English speaking residents with _____ *days* advance notice to _____ *(name and phone number of contact)*.

The Worcester County Commissioners



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

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
Buck Browns, LLC

Date: 9/29/25

The Department is in receipt of an application for Critical Area Map Amendment/Refinement request from Mr. Mark Cropper on behalf of Buck Brown's, LLC to reclassify 2.19 acres from Resource Conservation Area (RCA) to Limited Developed Area (LDA). The subject property is shown on Worcester Tax Map 25 as Parcel 298.

Departmental staff have worked with the applicant and Critical Area Commission (CAC) staff in the examination of this application to conduct an in-depth review and CAC's preliminary comments are attached in the staff report completed by Brian Soper, our Natural Resources Administrator. This application seeks to amend the property's classification based upon the contention the mapping mistake was made due to a mistake in considering the existing land use at the time the property was mapped.

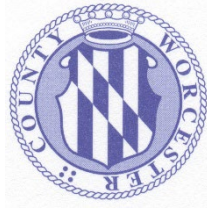
In accordance with the provisions of § NR 3-110(b)(4), we need to schedule the requisite public hearing necessary for this proposed correction of our local program maps.

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.

Attachments

cc: Brian Soper, Natural Resources Administrator



Worcester County
Department of Environmental Programs
Natural Resources Division

Memorandum

To: Robert Mitchell, Director

From: Brian Soper, Natural Resources Administrator *BS*

Subject: Atlantic Coastal Bays Critical Area Amendment/Refinement Request

Date: September 26, 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 Buck Browns, LLC located at Tax Map 25 Parcel 298, also known as 10702 Assateague Rd. The applicant would like to reclassify 2.19 acres, as shown on Attachment 3, from Resource Conservation Area (“RCA”) to Limited Development Area (“LDA”).

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.

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 it must meet the following requirements:

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

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. Commercial activities are not permitted in the RCA and are considered nonconforming uses.

Per § NR 3-107(a), LDAs are those areas that are currently developed in low- or moderate-intensity uses. They also contain areas of natural plant and animal habitats. The quality of run-off from these areas has not been substantially altered or impaired. At the time of the initial mapping, these areas shall have at least one of the following features:

- (1) *Housing density ranging from one dwelling unit per five acres up to four dwelling units per acre;*
- (2) *Areas not dominated by agricultural, wetland, forest, barren land, surface water, or open space;*
- (3) *Areas meeting the conditions of an Intensely Developed Area but comprising less than twenty acres; or*
- (4) *Areas having public sewer or public water, or both.*

The request meets this requirement, specifically number one and two as zoning at the time of the 2002 Atlantic Coastal Bays Critical Area map adoption was commercial. It is improved with a single-family dwelling and a building that has been used for various commercial activities.

(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.

A rezoning application was approved by the County Commissioners on July 23, 1985, to change the district from A-1 Agricultural to B-1 Neighborhood Business. A business/commercial type of zoning has continued, with the property today zoned C-1 Commercial.

(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 3-107(a) mimics the State's mapping criteria for LDAs as listed above in (i).

At the time of map adoption, most commercially zoned areas throughout the County were designated as LDA.

(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 this commercially zoned property is more appropriately designated as LDA instead of RCA.

The Critical Area Commission provided preliminary comments in a letter from Kathryn Hayden, dated May 29, 2025, (Attachment 2). The Commission requested additional information that has been addressed by County staff 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 business/commercial zoning at the time of map adoption. The RCA designation is a limiting factor in a potential commercial redevelopment of the property.

As noted above, this request is to introduce to the County Commissioners for their consideration at a public hearing for the proposed amendment/refinement to reclassify 2.19 acres of land, designated as RCA, to LDA, located on the lands of Buck Browns LLC. located at Tax Map 25 Parcel 298, also known as 10702 Assateague Road.

Attachment 1: Amendment Application
Attachment 2: Critical Area Commission Comments
Attachment 3: 10702 Assateague Road Critical Area Map

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 03

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):

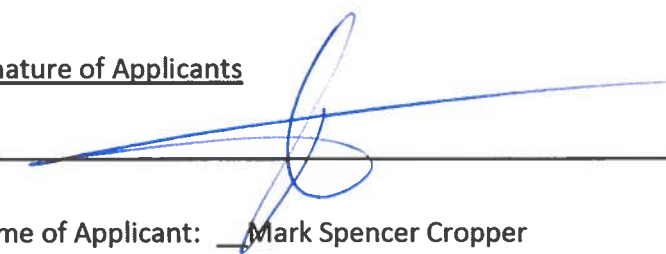
That improved real property generally referred to as Tax Map 25, Parcel 298 with a mailing address of 10702 Assateague Road, Berlin, Maryland (the "Property") is mistakenly designated Resource Conservation Area (RCA) on the Atlantic Coastal Bays Critical Area Maps (the "Maps") (See Exhibit "A"). The property should be designated Limited Development Area (LDA) 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:

In 1964, the Property was zoned A-1 (Agricultural District) and C-1 (Conservation District)(See Exhibit "B"). In 1978, those zoning classifications remained the same (See Exhibit "C"). In 1985, as a result of Rezoning Case #204, the Property was rezoned B-1 (Business District) and C-1 (See Exhibit "D"). In 1992, those zoning classifications remained the same (See Exhibit "E"). In 2009, the Property was zoned C-1 (Commercial District) and RP (Resource Protection District) (See Exhibit "F"). Therefore, for the last 40 years, a portion of the Property has been zoned for business/commercial purposes. Also, during that period of time, the Property has had a business/commercial use operating thereon.

IV. Signature of Applicants

Signature:  Date: 5/1/25

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@aigalaw.com

V. Signature of Attorney

Signature: _____ Date: 5/1/25

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@aigalaw.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”

Atlantic Coastal Bays Critical Area Program Map Sheet 25/32

Legend

- IDA - Intensely Developed Areas
- LDA - Limited Development Areas
- RCA - Resource Conservation Areas
- Initial Development Exempt From Program
(Color under cross hatching indicates the lot's classification)
- Out of Program
- Tidally Influenced Areas
(Open Water and Tidal Marsh)
- Streams

The Worcester County Critical Area Boundary was established by Worcester County in compliance with the Atlantic Coastal Bays Protection Act. This data set was reviewed, updated and converted to digital format by the Maryland Department of Natural Resources and the Worcester Regional GIS Program.

The tidal wetland boundary lines depicted on this map are for guidance purposes only. The State of Maryland does not recognize these boundaries as its official Tidal Wetlands boundaries in Worcester County. Maps depicting the State's regulatory jurisdictions may be viewed by contacting the Worcester County Department of Development Review and Permitting.

The first 100' landward measured from mean high water line to tidal waters, tidal wetlands and tributary streams is called "THE BUFFER". No alterations, vegetation removal, grading, paving or building can take the place within "THE BUFFER" without additional approvals. The line 100' landward is not mapped hereon. A field survey may be required to accurately establish this line. See program for additional information.

These maps are designed for use as a planning tool and not a primary regulatory tool. The information shown is a compilation from various information sources and maps. Field verification will be required.



This Box Represents Twenty Acres

Source: Worcester Regional GIS, 2002. Stream data provided by the USDA Natural Resource Conservation Service (NRCS), 1997. Adopted by Worcester County Commissioners, Nov 19, 2002.

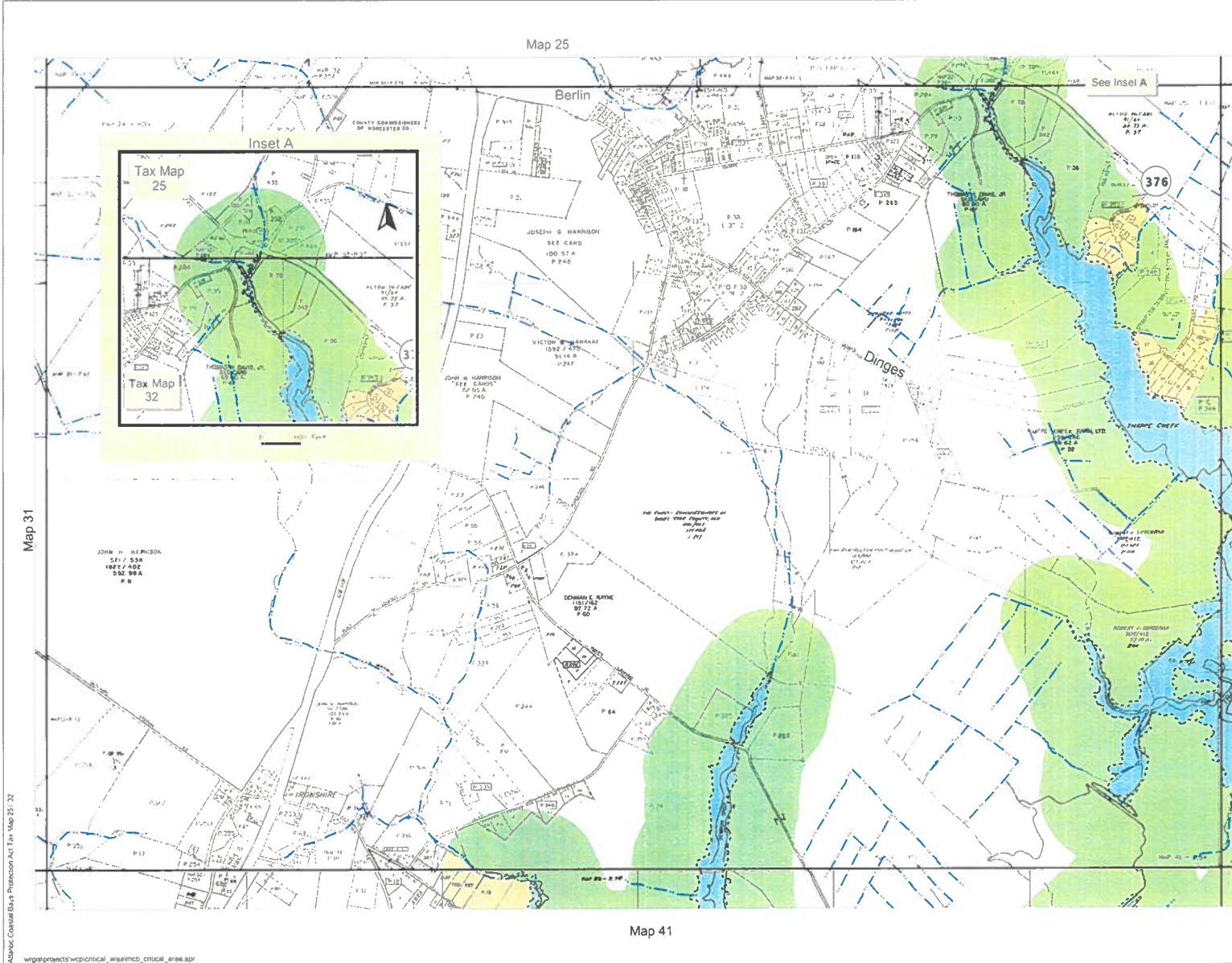


EXHIBIT “B”

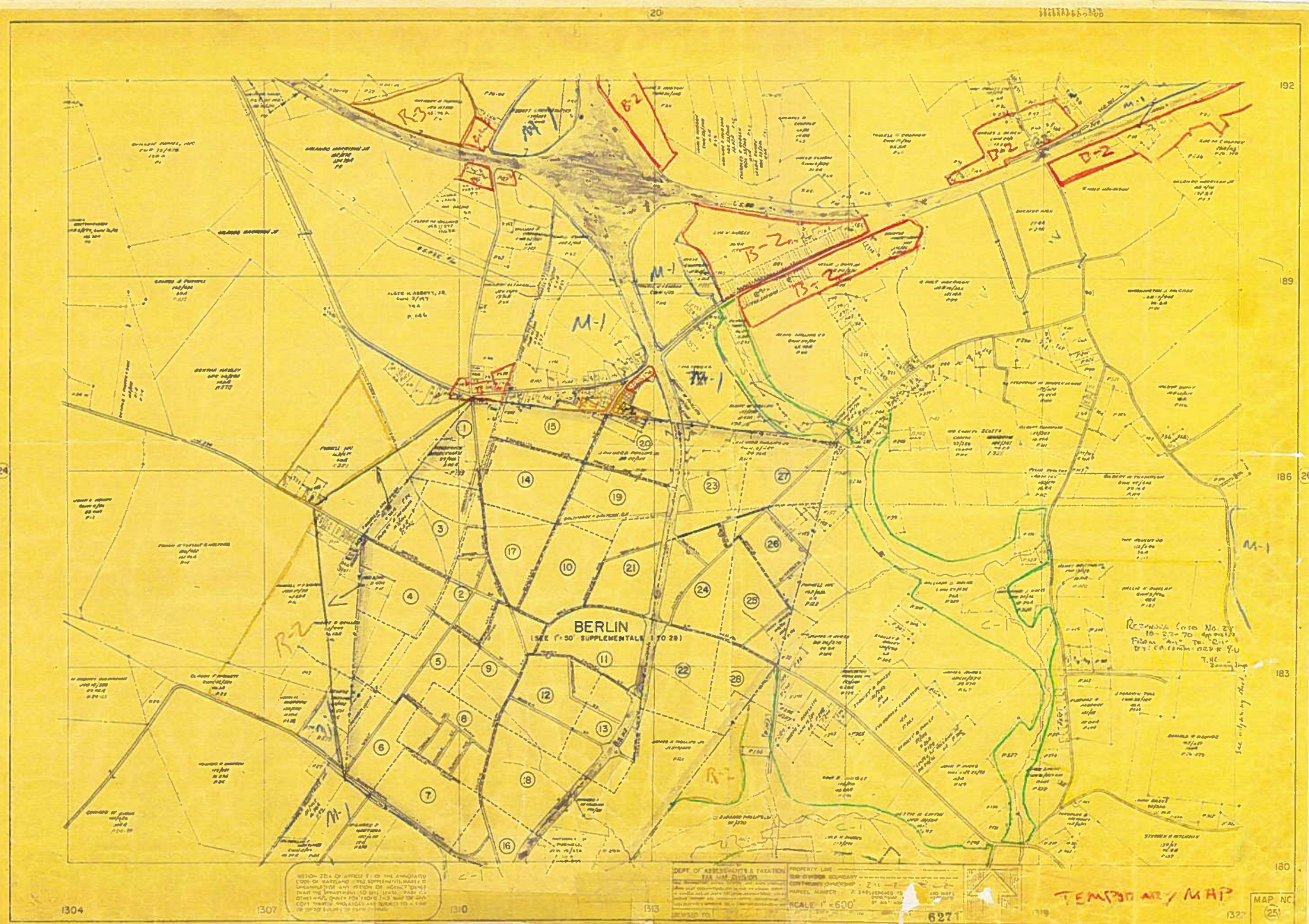


EXHIBIT “C”

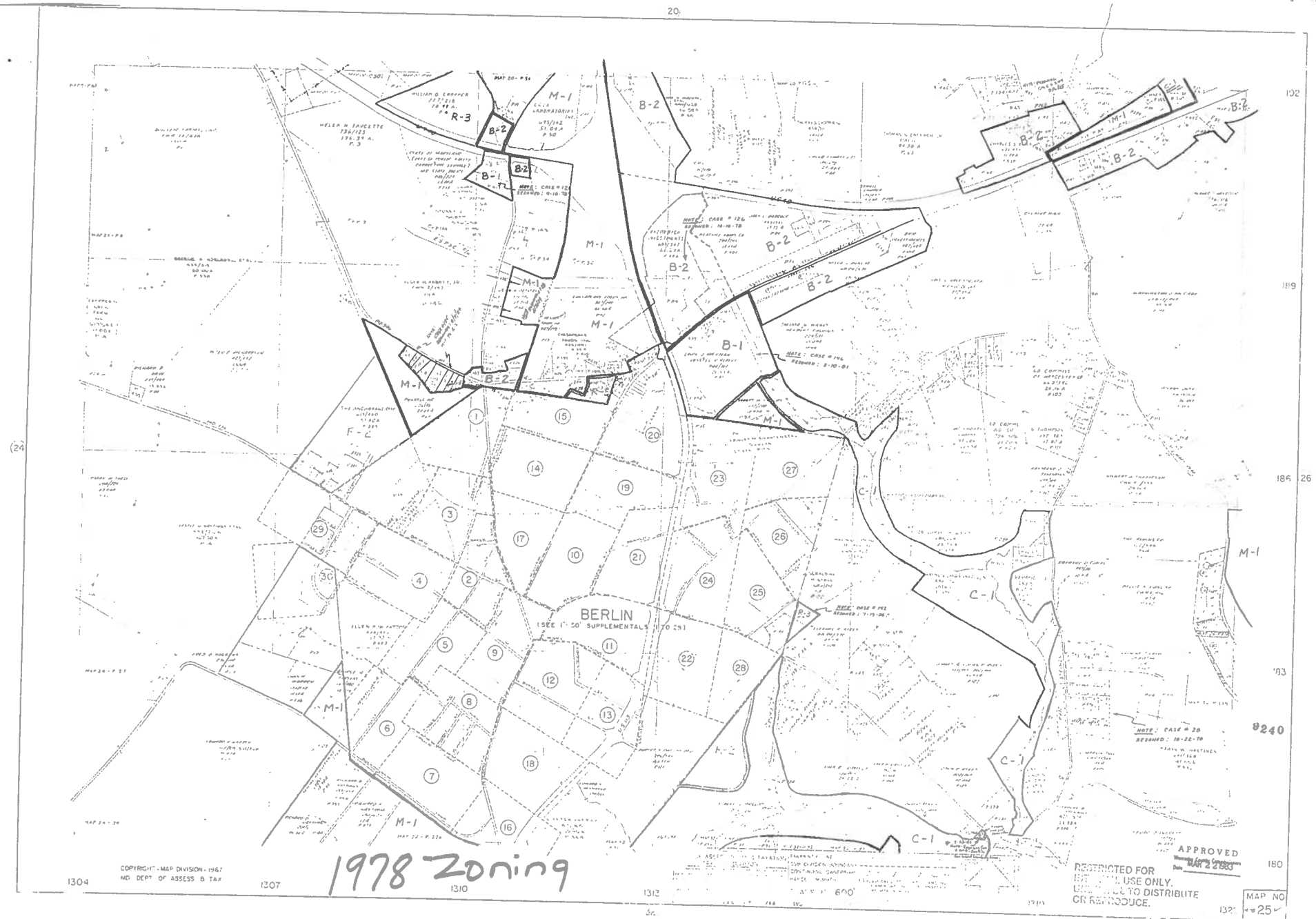
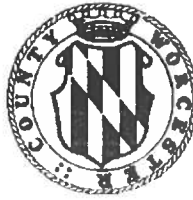


EXHIBIT “D”

TEL. #632-1194



COMMISSIONERS
CARLTON E. MASSEY, PRESIDENT
K. BENNETT BOZMAN, VICE PRESIDENT
JAMES G. BARRETT
PAUL C. EWELL
RANDOLPH F. WILKERSON

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

ROOM 127 COURT HOUSE
SNOW HILL, MARYLAND
21863

July 24, 1985

ADMINISTRATIVE DIRECTOR
JOHN A. YANKUS
COUNTY ATTORNEY
EDWARD H. HAMMOND, JR.

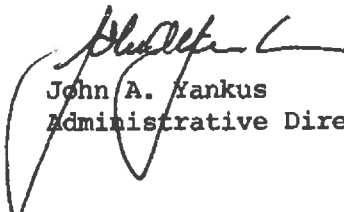
Worcester County Planning Commission
111 N. Washington Street
Snow Hill, Maryland 21863

Gentlemen:

Pursuant to the Public Hearing held on July 23, 1985 the Worcester County Commissioners have agreed to adopt the findings of fact of the Planning Commission and to approve Rezoning Case No. 204 (Amatucci/Trappe Road) as recommended.

I trust you will notify the applicant and other interested parties of this decision.

Sincerely,


John A. Yankus
Administrative Director

JAY:dd

IN THE MATTER OF
THE REZONING APPLICATION OF
THOMAS AMATUCCI
BERLIN, MARYLAND

REZONING CASE NO. 204

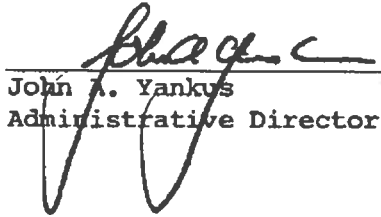
FINDINGS OF FACT

Subsequent to a public hearing held on July 23, 1985 and after a review of the entire record and all pertinent plans, the Worcester County Commissioners hereby adopt the findings of the Worcester County Planning Commission, as set forth in its Planning Commission Recommendation on Rezoning Case No. 204, dated April 4, 1985 as the Commissioner's Findings of Fact pursuant to the provisions of Section 4.05(a), Article 66B, Annotated Code of Maryland and Section 1-112 of the Worcester County Zoning Ordinance. The Planning Commission's Report and Recommendation setting forth its findings relative to this rezoning petition is included as Attachment "A" hereto.

As a result of the evidence presented before the Board and the findings as set forth in Attachment "A", the County Commissioners of Worcester County find that there is a mistake in the existing zoning classification of the petitioned property and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan. The County Commissioners hereby approve the rezoning application of Thomas Ammatucci thus changing a portion of the zoning classification of Parcel 298 on Tax Map 25 from A-1 Agricultural District to B-1 Neighborhood Business District as recommended by the Planning Commission and located in the Third Election District of Worcester County, Maryland.

Adopted as of July 23, 1985. Reduced to writing and signed August 20, 1985.

ATTEST:


John A. Yankus
Administrative Director

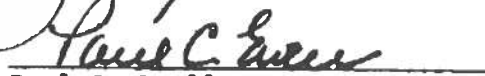
WORCESTER COUNTY COMMISSIONERS


Carlton E. Massey, President


Randolph F. Wilkerson


K. Bennett Bozman


James G. Barrett


Paul C. Ewell

ATTACHMENT "A"
PLANNING COMMISSION RECOMMENDATION
REZONING CASE #204

Thomas Amatucci
Barbara Amatucci
Route 4, Box 387
Berlin, Maryland 21811

APRIL 4, 1985

WORCESTER COUNTY PLANNING COMMISSION

TABLE OF CONTENTS

I.	Introductory Data	1
II.	Findings and Conclusions	1,2
III.	Planning Commission Recommendation	2
IV.	Related Material and Attachments	2
	A. Copy of Petition	3,4,5
	B. Map of Petitioned Area	6
	C. Map of Area Recommended for Zoning Change by the Planning Commission	7

I. INTRODUCTORY DATA

- A. Rezoning Case Number 204 filed March 7, 1985.
- B. Petitioner: Thomas Amatucci
Barbara Amatucci
Route 4, Box 387
Berlin, Maryland 21811
- C. The petition requests a change in zoning classification from existing A-1 Agricultural District to B-1 Neighborhood Business District for approximately 1.6 acres of land located on the southerly side of Maryland Route 376 and immediately west of Trappe Road. The petitioned area is in the Third Election District and is shown as Parcel 298 on Tax Map 25.
- D. The petitioned area is shown in the Rural Land Use Category of the County's Land Use Plan. The petitioned area is in the No Foreseeable Requirement Category for water and sewer systems in the County Comprehensive Water and Sewer Plan.
- E. The petitioned area will be served by Maryland Route 376 which is a State Highway designated as a Collector Road on the County Highway Plan. The road will also be served by Trappe Road which is a County Road.
- F. The petitioned area is now zoned A-1 Agricultural District which is the original 1965 zoning classification of the property. Adjoining property on all sides of the petitioned area is zoned A-1 Agricultural District. The petitioned area has one house located on it as well as the Dailey's General Store.

II. FINDINGS AND CONCLUSIONS

- A. The applicant in this rezoning petition claimed that there was a mistake in the existing zoning classification of the petitioned property and was therefore not required to define a neighborhood for the rezoning petition. For purposes of its findings, the Planning Commission considered the neighborhood of the petitioned property to be that area immediately surrounding the petitioned parcel.
- B. Regarding population change; the Planning Commission found that there had been very little population change in the immediate area and that this trend would probably continue in the future.
- C. Regarding availability of public facilities; the Planning Commission found the area would continue to be served by private sewer and water systems as approved by the Worcester County Health Department. The Planning Commission also found that the petitioned area would be adequately served by other facilities such as the Worcester County Sheriff's Department and fire and ambulance service from the nearby town of Berlin.

- D. The Planning Commission found the petitioned area would be served by Maryland Route 376 and Trappe Road. The Planning Commission feels that both of these highways are adequate to serve the petitioned area both now and in the future.
- E. Regarding compatibility with existing and proposed development for the area; the Planning Commission found that the property has been used as a commercial site for many years and that the continuance of this use would not adversely affect the immediate area.
- F. The Planning Commission found that the rezoning petition would be compatible with the County's Plan in that the rezoning is located at the intersection of two roads which have created an activity center for many years.

III. PLANNING COMMISSION RECOMMENDATION

- A. In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there is a mistake in the existing zoning classification of the petitioned property and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan. The Planning Commission placed great weight on the fact that a successful country store has been located on this property for many years and was active at the time of the 1965 zoning classification. Accordingly, the Planning gives a favorable recommendation to Rezoning Case No. 204, Thomas and Barbara Amatucci, Petitioners, subject to the condition that the B-1 zoning boundary line be established in a northeasterly/southwesterly direction approximately 40 feet northwest of the westerly property line of Parcel 1 shown on a Plat of Survey for the property by John B. Gary, Inc. dated April 4, 1985. The Planning Commission feels that this will provide enough B-1 area for the store to be rebuilt if destroyed or if a relocation is desired.

IV. RELATED MATERIAL AND ATTACHMENTS

- A. Copy of Petition.
- B. Map of Petitioned Area.
- C. Map of Area Recommended for Zoning Change by the Planning Commission.

PETITION FOR AMENDMENT OF OFFICIAL ZONING MAP

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

Rezoning Case No.: 204

Date Received by Office of County Commissioners:

Date Received by Planning Commission: 3/7/85

Date Reviewed by Planning Commission: 4/4/85

Planning Commission Recommendation Received By og Byrd
on 6/6/85
(date)

I. Application - Proposals for amendment of the Official Zoning Maps may be made only by a governmental agency or by the property owner, contract purchaser, option holder, leasee, their attorney or agent, of the property to be directly affected by the proposed amendment. Check applicable status below:

- A. ☐ Governmental Agency
B. ☐ Property Owner
C. ☐ Contract Purchaser
D. ☐ Option Holder
E. ☐ Leasee
F. ☒ Attorney - for above
G. ☐ Agent

F

(Insert A, B, C, D or E.)

II. Legal Description of Property

A. Tax Map/Zoning Map Number: #25

B. Tax Map Parcel Number: 298 ED # 3

C. Deed Reference: W.C.L. No. 1040, folio 352, et seq.

III. Physical Description of Property

A. Located on southerly side of Maryland Route 376 Road

 feet/miles, north, east, south, west of
(circle as appropriate)

TRAPPE Road.

- B. Consisting of 10+ acres of land.
- C. Other descriptive physical features or characteristics necessary to accurately locate petitioned area.
site of "Dailey's General Store".

- D. Petitions for map amendments shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and such other information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Map

- c. Other descriptive physical features or characteristics necessary to accurately locate petitioned area.
site of "Dailey's General Store".

site of "Dailey's General Store".

- D. Petitions for map amendments shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and such other information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Map

IV. Requested Zone Classification Change

- A. Existing zone classification/s: A-1
(insert name and number of zone)
- B. Acreage of zone/s in "A" above: _____
- C. Requested zone classifications: B-1
(insert name and number of zone)
- D. Acreage of zone/s in "C" above: _____

- B. Acreage of zone/s in "A" above:

- C. Requested zone classifications: B-1
(insert name and number of zone)

- D. Acreage of zone/s in "C" above:

V. Reasons for Requested Change

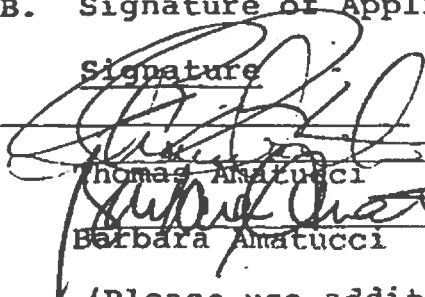
- A. Please list reasons or other information as to why the rezoning change is necessary and therefore requested: Since at least 1947, this property has been the site of "Dailey's General Store", and was not re-zoned to reflect this use. Property is currently zoned A-1 and should be zoned B-1. There was a mistake in zoning when this property was not re-zoned B-1 when the comprehensive zoning came into effect.

VI. Filing Information and Required Signatures

- A. Every application shall contain the following information:
1. If the applicant is a corporation, the names and residences of the officers, directors and all stockholders owning more than 20 percent of the capital stock of the corporation.
 2. If the applicant is a partnership, whether a general or limited partnership, the names and residences of all partners who own more than 20 percent of the interest of the partnership.
 3. If the applicant is an individual, his name and residence.
 4. If the applicant is a joint venture, unincorporated association, real estate investment trust or other business trust, the names and residences of all persons holding an interest of more than 20 percent in the joint venture, unincorporated association, real estate investment trust or other business trust.

5. If the application is made by a person other than the property owner, the application shall be co-signed by the property owner or the property owner's attorney.

B. Signature of Applicant in Accordance With VI. A above.

Applicant's Attorney Property owners	Signature	Address	Phone	Date
		3505 Coastal Hwy. Ocean City, MD 21842	289-1414	2-5-85
	Thomas Amatucci	Route 4, Box 387 Berlin, MD 21811	641-4050	2-5-85
	Barbara Amatucci			

(Please use additional pages and attach to petition if more space is required.)

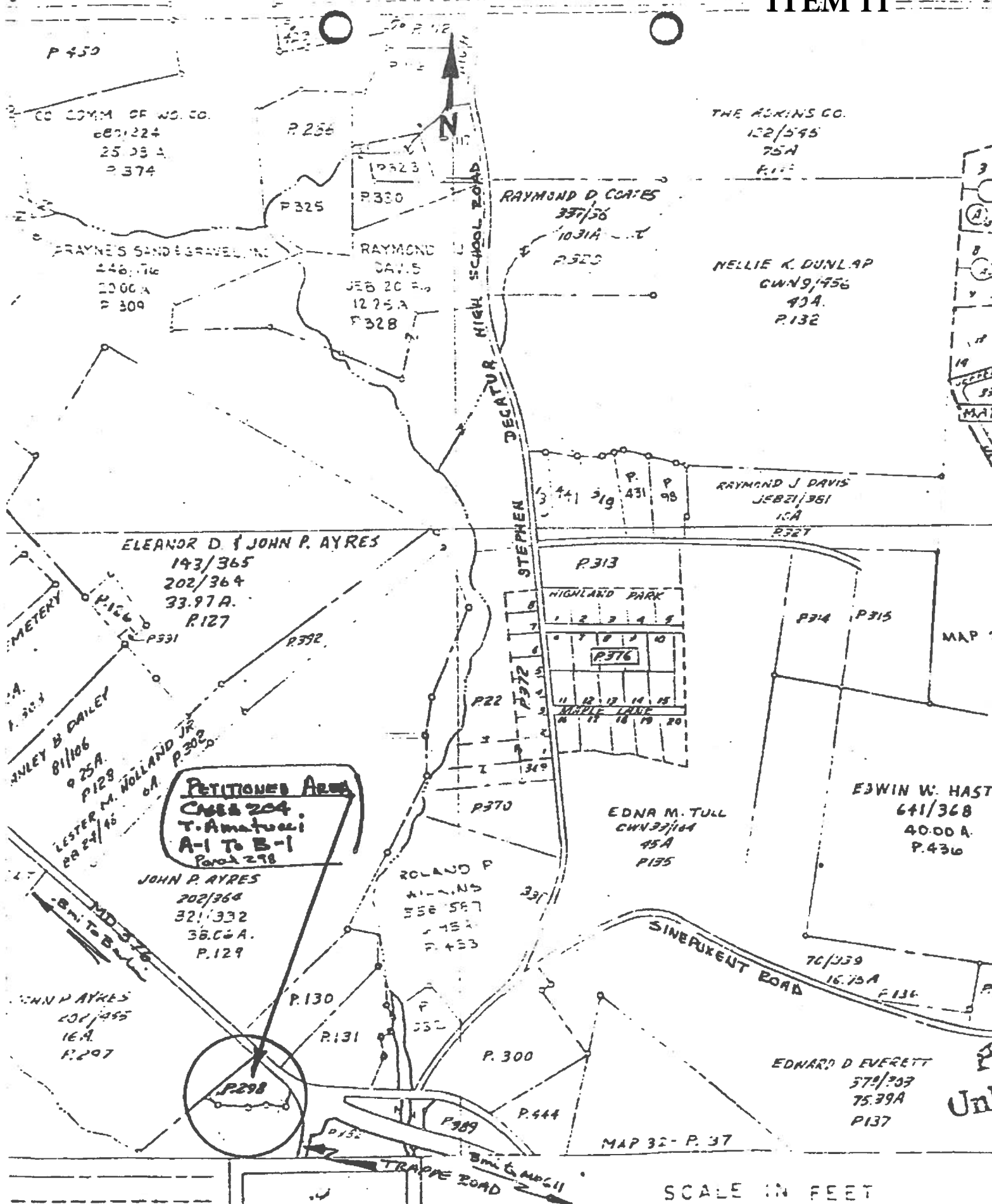
VII. General Information Relating to the Rezoning Process

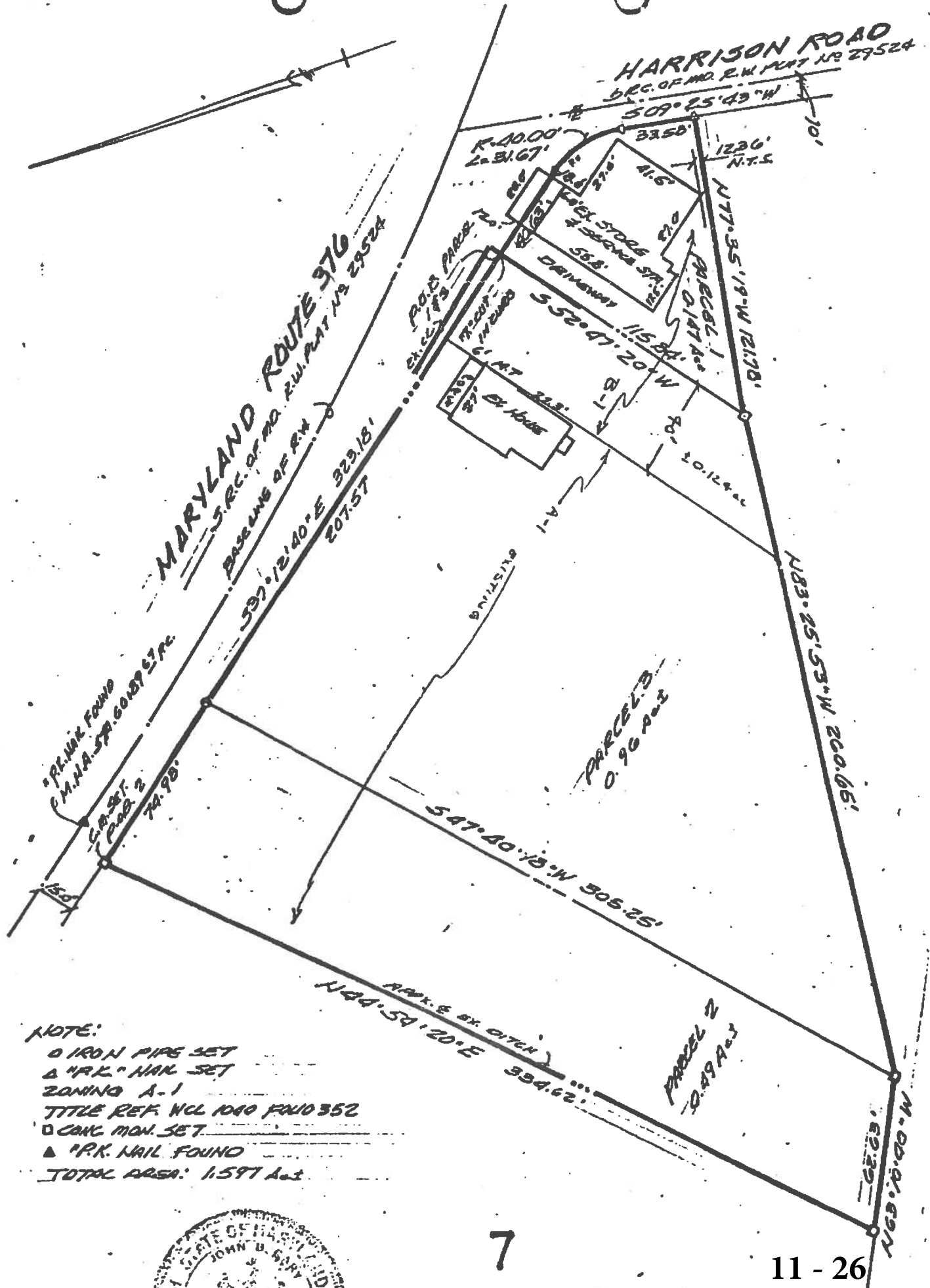
- A. Applications for map amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- B. Any officially filed amendment or other change shall first be referred by the County Commissioners to the Planning Commission for an investigation and recommendation. The Planning Commission may make such investigations as it deems appropriate or necessary, and for the purpose may require the submission of pertinent information by any person concerned, and may hold such public hearings as are appropriate in its judgement.

The Planning Commission shall formulate its recommendation on said amendment or change and shall submit its recommendation and pertinent supporting information to the County Commissioners within 60 days after the Planning Commission first regular meeting after its receipt of said amendment from the County Commissioners, unless an extension of time is granted by the County Commissioners.

After receiving the recommendation of the Planning Commission concerning any such amendment, and before adopting or denying same, the County Commissioners shall hold a public hearing in reference thereto in order that parties of interest and citizens shall have an opportunity to be heard. The County Commissioners shall give public notice of such hearing.

- C. Where the purpose and effect of the proposed amendment is to change the zoning classification of property, the County Commissioners shall make findings of fact in each specific case including but not limited to the following matters: population change, availability of public facilities, present and future transportation patterns, compatibility with existing and proposed development for the area, the recommendation of the Planning Commission, and compatibility with the County's Comprehensive Plan. The County Commissioners may grant the map amendment based upon a finding





ZONING RECLASSIFICATION RESOLUTION NO. 1985-4

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND PURSUANT TO SECTION 1-112 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, CHANGING A PORTION OF THE ZONING CLASSIFICATION OF A CERTAIN PARCEL OF LAND SHOWN ON ZONING MAP 25 FROM A-1 AGRICULTURAL DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT.

Pursuant to Section 1-112 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, Thomas Amatucci, owner, filed a petition for rezoning of approximately 1.6 acres of land shown as Parcel 298 on Tax Map 25, located on the southerly side of Maryland Route 376 and immediately west of Trappe Road in the Third Election District of Worcester County, Maryland, requesting a change in the zoning classification thereof from A-1 Agricultural District to B-1 Neighborhood Business District; and

WHEREAS, the said petition was reviewed by the Worcester County Planning Commission and given a favorable recommendation on April 4, 1985 subject to the condition that the zoning boundary line be located approximately forty (40) feet northwest of the westerly property line of Parcel 1 shown on a Plat of Survey for the property by John B. Gary, Inc. dated April 4, 1985; and

WHEREAS, subsequent to a public hearing held on July 23, 1985 following due notice and all procedures as required by Sections 1-112 and 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, and Article 66B of the Annotated Code of Maryland; the County Commissioners adopted in its entirety the County Planning Commission's Report and Recommendation and Findings on Rezoning Case No. 204 as the findings of the County Commissioners, further found that there is a mistake in the existing zoning classification of the property and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and also made findings of fact relative to the other criteria as required by law; now therefore this resolution is hereby resolved by the County Commissioners of Worcester County, Maryland.

Section 1: A portion of the petitioned property owned by Thomas Amatucci shown as Parcel 298 on Tax Map 25, located on the southerly side of Maryland Route 376 and immediately west of Trappe Road consisting of approximately 0.271 acres of land running from Harrison Road (Trappe

Road) in a northwest direction to the southeast wall of the existing home on Parcel No. 3 of this property is hereby reclassified from A-1 Agricultural District to B-1 Neighborhood Business District as recommended by the Worcester County Planning Commission. The B-1 zoning boundary line is therefore established approximately 40 feet northwest of the westerly property line of Parcel 1 shown on a Plat of Survey for the subject property by John B. Gary, Inc., dated April 4, 1985 said zoning boundary line to extend from the Route 376 right-of-way in a south-westerly direction to the rear property line of the subject property.

Section 2: The effective date of this resolution shall be nunc pro tunc, July 23, 1985.

SIGNED THIS 20TH DAY OF AUGUST, NINETEEN HUNDRED AND EIGHTY-FIVE (1985).

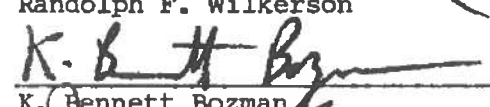
ATTEST:


John A. Yankus
Administrative Director

WORCESTER COUNTY COMMISSIONERS


Carlton E. Massey, President


Randolph F. Wilkerson


K. Bennett Bozman


James G. Barrett

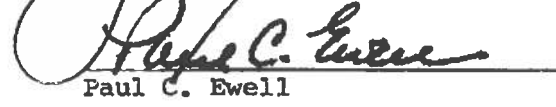

Paul C. Ewell

EXHIBIT “E”

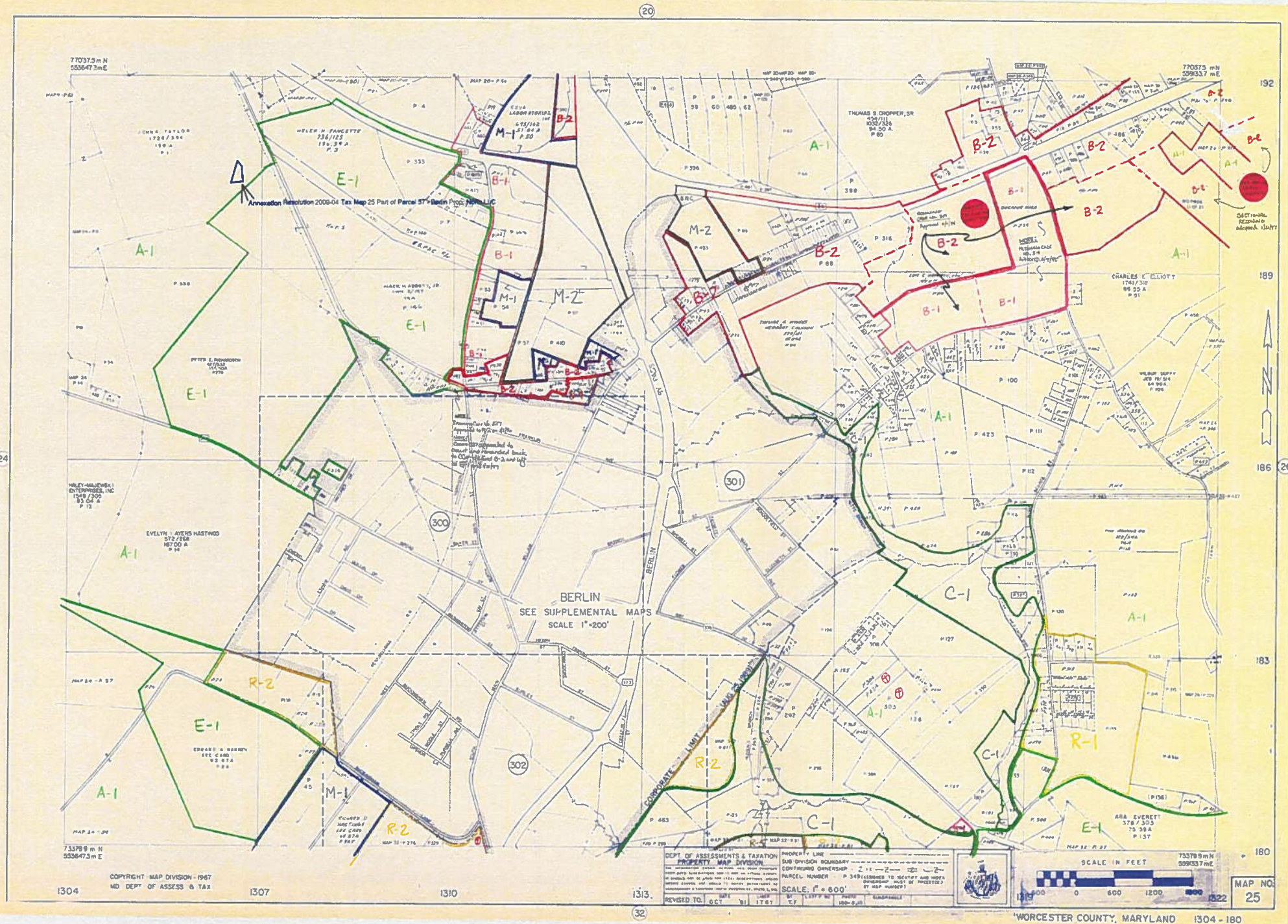
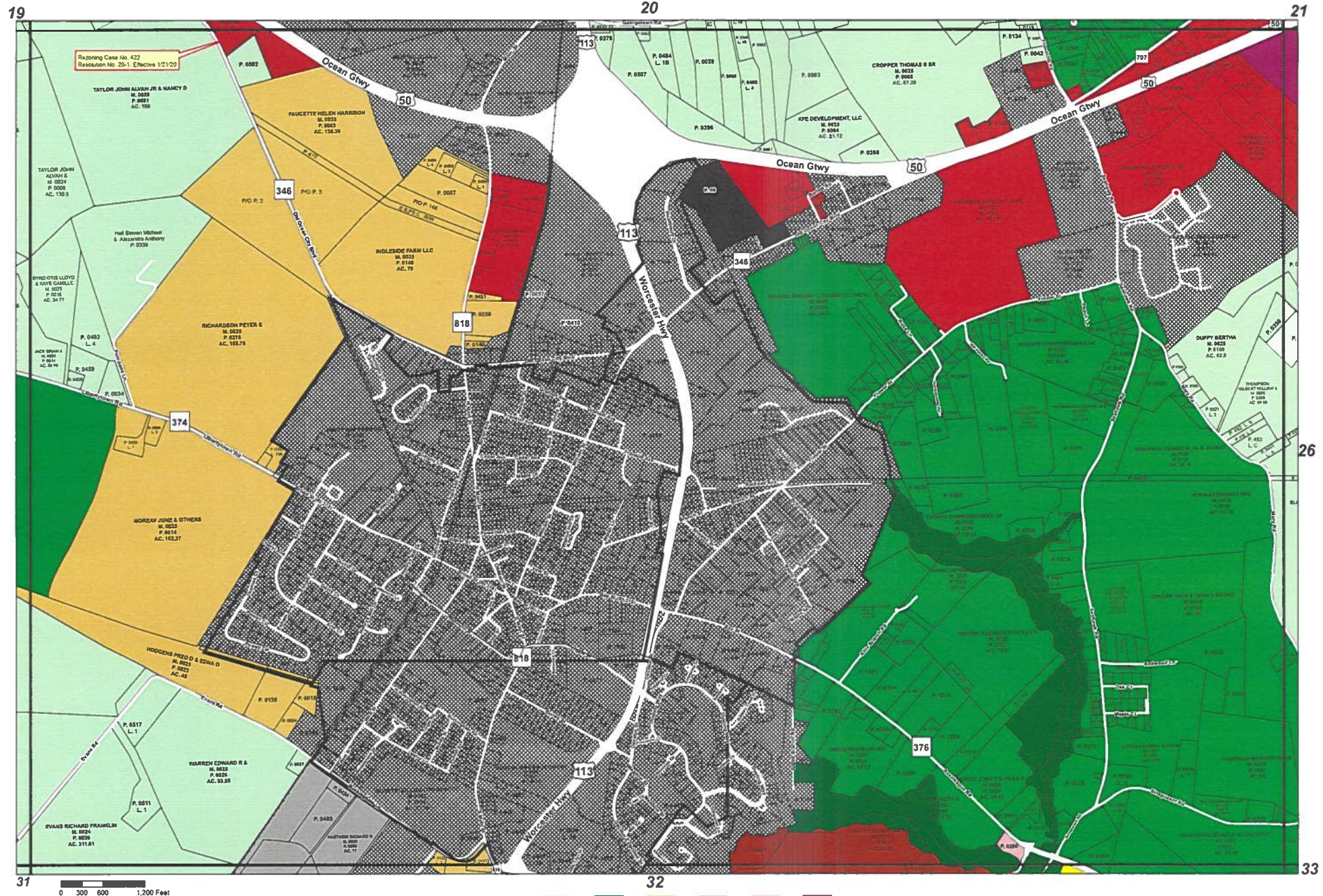


EXHIBIT “F”



Tax Map 25

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 29, 2025

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

Re: 10702 Assateague Rd – Mapping Mistake Amendment

Dear Mr. Soper,

Thank you for submitting information regarding the above-referenced amendment to Worcester County's Critical Area Map to our office for preliminary comment. The County proposes to change the critical area designation at 10702 Assateague Road, Berlin MD (Tax Map 25, Parcel 298) due to a mapping mistake. The property is currently designated Resource Conservation Area (RCA). The County requests that the designation be changed to Limited Development Area (LDA). There are two existing buildings onsite, a house and a commercial/mixed use building that was previously used as a restaurant. The site is located within the Coastal Bays portion of Worcester County's Critical Area.

Site History and Background

The property is 2.18 acres in size and prior to 1985, it was zoned Agricultural District (A-1). In 1985, the property was rezoned to Neighborhood Business District (B-1) due to its use as a country store. The property was zoned B-1 when the Coastal Bays were added to the Worcester County Critical Area Program in 2002. The purpose of the B-1 zoning district is to provide for small neighborhood commercial areas to serve the convenience shopping and service needs of the local community. In 1994, the country store on the property changed to a restaurant. In the B-1 zoning district, restaurants, retail business, and general offices are an allowed use by right.

In 2009, the property was rezoned C-1. The B-1 district no longer exists within the County's code. The purpose and intent of the C-1 district is to "provide for convenient commercial areas strategically based to serve the day-to-day shopping and service needs of the local neighborhood" and is specific to "small-scale commercial operations". Uses that are allowed within the C-1 district include retail businesses and general offices. Uses that may be permitted by special exception include neighborhood restaurants. From preliminary plans submitted separately from this map amendment application, it is our understanding that the property owner wishes to maintain the house on the property and, expand the existing commercial/mixed use building onsite for retail and office space.

Preliminary Comments

Natural Resources Article 8-1809 (j)(2) states that a change to a Critical Area designation may be granted by a local approving authority if the proposed Critical Area classification:

1. Conforms to the State Critical Area mapping criteria;
2. (a) Is based on land uses or natural features in existence as of June 1, 2002 in the Atlantic Coastal Bays; or
2. (b) 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.
3. Follows the local jurisdiction's documented mapping methodology for Critical Area classifications at the time of original program adoption; and
4. Is consistent with the purposes, policies, and goals of this subtitle and all criteria of the Commission.

COMAR 27.01.02.04.A. lists the State Critical Area mapping criteria for LDAs:

Limited Development Areas are those areas which are currently developed in low or moderate intensity uses. They also contain areas of natural plant and animal habitats, and the quality of runoff from these areas has not been substantially altered or impaired. These areas shall have at least one of the following features:

1. Housing density ranging from one dwelling unit per 5 acres up to four dwelling units per acre;
2. Areas not dominated by agriculture, wetland, forest, barren land, surface water, or open space;
3. Areas meeting the conditions of Regulation .03A¹ but not .03B², of this regulation;
4. Areas having public sewer or public water, or both.

The County will need to provide additional information detailing how the proposed mapping mistake meets the above requirements laid out in the law and the mapping criteria laid out in the regulations.

Thank you for the opportunity to provide preliminary review and comment. Please contact me with any questions: 410.260.3479 or kathryn.hayden@maryland.gov.

Sincerely,

¹ COMAR 27.01.02.03A: Intensely Developed Areas are those areas where residential, commercial, institutional and/or industrial, developed land uses predominate, and where relatively little natural habitat occurs. 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;

² COMAR 27.01.02.03.B: (1) Except as authorized under B(2) of this regulation, the features in A(1)-(3) of this regulation shall be located in an area of at least 20 adjacent acre, or that entire upland portion of the Critical Area within the boundary of a municipality, whichever is less; (2) The features may be located in an area of less than 20 adjacent acres if (a) as part of a local program, the Commission has approved an alternative standard for designation of an IDA; and (b) the area is part of a growth allocation approved by the Commission.

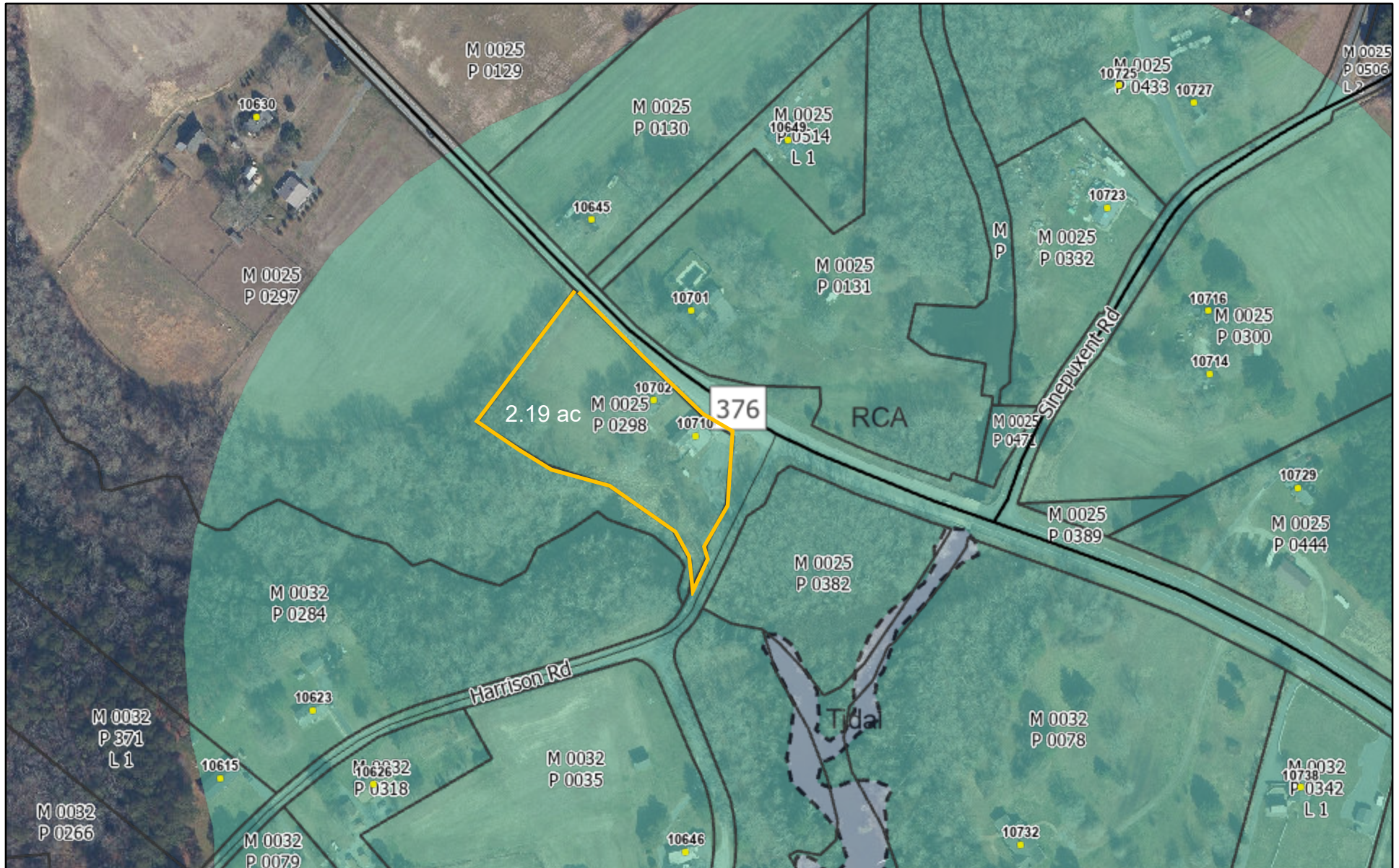
A handwritten signature in cursive script, reading "Kathryn Hayden".

Kathryn Hayden
Planner

File: Case 2809
cc: Charlotte Shearin, Critical Area Commission
Joy Birch, Worcester County

10702 Assateague Rd - Critical Area Remapping

ITEM 11



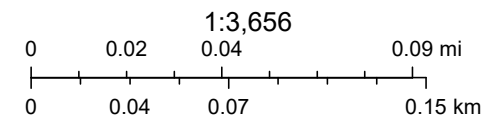
9/26/2025, 3:13:45 PM

- Address number
- Parcel Boundaries
- Worcester Roads
- Major
- Local
- Critical Area - MD Coastal Bays
- RCA - Resource Conservation Areas
- Tidally Influenced Areas

2024_Worcester_MG4_20to1_Mosaic_Feet.sid

- Red: Band_1
- Green: Band_2
- Blue: Band_3

Attachment 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.

11 - 36



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

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**
The Estate of Olivia Harrison Phillips

Date: 9/29/25

The Department is in receipt of an application for Critical Area Map Amendment/Refinement request from Mr. Mark Cropper on behalf of the Estate of Olivia Harrison Phillips to reclassify 6.60 acres from Resource Conservation Area (RCA) to Intensely Developed Area (IDA). The subject property is shown on Worcester Tax Map 22 as Parcel 268.

Departmental staff have worked with the applicant and Critical Area Commission (CAC) staff in the examination of this application to conduct an in-depth review and CAC's preliminary comments are attached in the staff report completed by Brian Soper, our Natural Resources Administrator. This application seeks to amend the property's classification based upon the contention the mapping mistake was made due to a mistake in considering the presence and availability of utilities at the time the property was mapped.

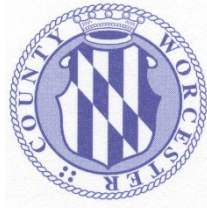
In accordance with the provisions of § NR 3-110(b)(4), we need to schedule the requisite public hearing necessary for this proposed correction of our local program maps.

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.

Attachments

cc: Brian Soper, Natural Resources Administrator



Worcester County
Department of Environmental Programs
Natural Resources Division

Memorandum

To: Robert Mitchell, Director

From: Brian Soper, Natural Resources Administrator *BS*

Subject: Atlantic Coastal Bays Critical Area Amendment/Refinement Request

Date: September 26, 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 Olivia H Phillips & Olivia Harrison Phillips Trustee located at Tax Map 22 Parcel 268 bordering on Center Drive and North Road. The applicant would like to reclassify approximately 6.60 acres that comprise Lots 41-59 from the plat created July 24, 1950 and duly recorded in the Worcester County Land Records, from Resource Conservation Area ("RCA") to Intensely Development Area ("IDA").

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.

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 it must meet 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 three as the existing lots would be served by existing public utilities and the surrounding lots of similar size are mapped IDA.

(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.

The lots were platted in 1950 and are legally existing. During the original mapping the tax maps used did not reflect the platted lots. As other lots of similar sizes in the area were mapped IDA, these lots would have been mapped IDA as well.

(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 (ii) above, other lots of similar size in this area of 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 lots of similar sizes in this area were mapped IDA and these lots would be served by existing public utilities.

The Critical Area Commission provided preliminary comments in a letter from Kathryn Hayden, dated June 25, 2025, (Attachment 2). The Commission requested additional information that has been addressed by County staff 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 existing lots 41-59 as these were not shown on the tax maps used to prepare the Atlantic Coastal Bays Critical Area maps.

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 approximately 6.60 acres of land as shown on the recorded plat dated July 24, 1950, designated as RCA, to IDA, located on the lands of Olivia H Phillips & Olivia Harrison Phillips Trustee located at Tax Map 22 Parcel 268 Lots 41-59.

- Attachment 1: Amendment Application
- Attachment 2: Critical Area Commission Comments
- Attachment 3: Center Dr and North Rd Critical Area Map
- Attachment 4: Area of Remapping

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: 6/6/25 CB

Date Received by Department of Environmental Programs: 6/6/25 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 and known as Tax Map 22, Parcel 268 with a mailing address of Keyser Point Road, West Ocean City, 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 be designated Intensely Development Areas (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:

The Property was subdivided inclusive of Lots 41-59, pursuant to a plat entitled "Plat No. Two of Thoroughfare Corner, Tenth Election District, Worcester County, a Subdivision of the Thoroughfare Farm by The Farms Company", dated July 24, 1950, recorded in the Land Records of Worcester County, Maryland in Plat Book CWN 1, Page 89 (the "Plat") (See Exhibit "B"). All of the properties in Captains Hill located east of and adjacent to the Property, and most of the properties west of the Property, including all of Cape Isle of Wight, are classified IDA (See Exhibit "C").

IV. Signature of Applicants

Signature: _____ Date: 05/15/2025

Printed Name of Applicant: Mark Spencer Cropper, Esq. as the attorney for the Estate of Olivia Harrison Phillips (Estate No. 20444)

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

Phone Number: 410-723-1400 Email: mcropper@ajgalaw.com

V. Signature of Attorney

Signature: _____ Date: 05/15/2025

Printed Name of Applicant: Mark Spencer Cropper, Esq., as the attorney for the Estate of Olivia Harrison Phillips (Estate No. 20444)

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

Phone Number: 410-723-1400 Email: 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"

Real Property Data Search ()
Search Result for WORCESTER COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: AGRICULTURAL TRANSFER TAX

Account Identifier:

District - 10 Account Number - 008778

Owner Information

Owner Name:

PHILLIPS OLIVIA H & OLIVIA
HARRISON PHILLIPS TRUSTEE
Mailing Address: 12903 WINDY DR
OCEAN CITY MD 21842-0000

Use:

RESIDENTIAL

Principal Residence:

YES

Deed Reference:

/02854/ 00468

Location & Structure Information

Premises Address:

KEYSER POINT RD
WEST OCEAN CITY 21842-0000
Waterfront

Legal Description:

34.4 ACS (PARCEL C)
N SIDE KEYSER POINT RD
W OF OCEAN CITY

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0022	0020	0288	10010060.24	71H8				2023	Plat Ref:
Town: None									

Primary Structure Built
1985

Above Grade Living Area
8,639 SF

Finished Basement Area

Property Land Area
34.4000 AC

County Use

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
2	YES	STANDARD UNIT	STONE/	7	4 full/ 1 half	1 Attached	

Value Information

	Base Value	Value As of 01/01/2023	Phase-In Assessments As of 07/01/2024	As of 07/01/2025
Land:	430,800	430,800		
Improvements	904,300	1,378,000		
Total:	1,335,100	1,808,800	1,650,900	1,808,800
Preferential Land:	0	0		

Transfer Information

Seller: PHILLIPS, OLIVIA H. & OLIVIA
Type: NON-ARMS LENGTH OTHER
Seller: PHILLIPS OLIVIA H
Type: NON-ARMS LENGTH OTHER
Seller: PHILLIPS STEPHEN B &
Type: NON-ARMS LENGTH OTHER

Date: 03/02/1999
Deed1: SVH /02854/ 00468
Date: 03/02/1999
Deed1: SVH /02854/ 00463
Date: 11/13/1996
Deed1: RHO /02331/ 00048

Price: \$0
Deed2:
Price: \$0
Deed2:
Price: \$0
Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2024	07/01/2025
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: AGRICULTURAL TRANSFER TAX

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application

Date:



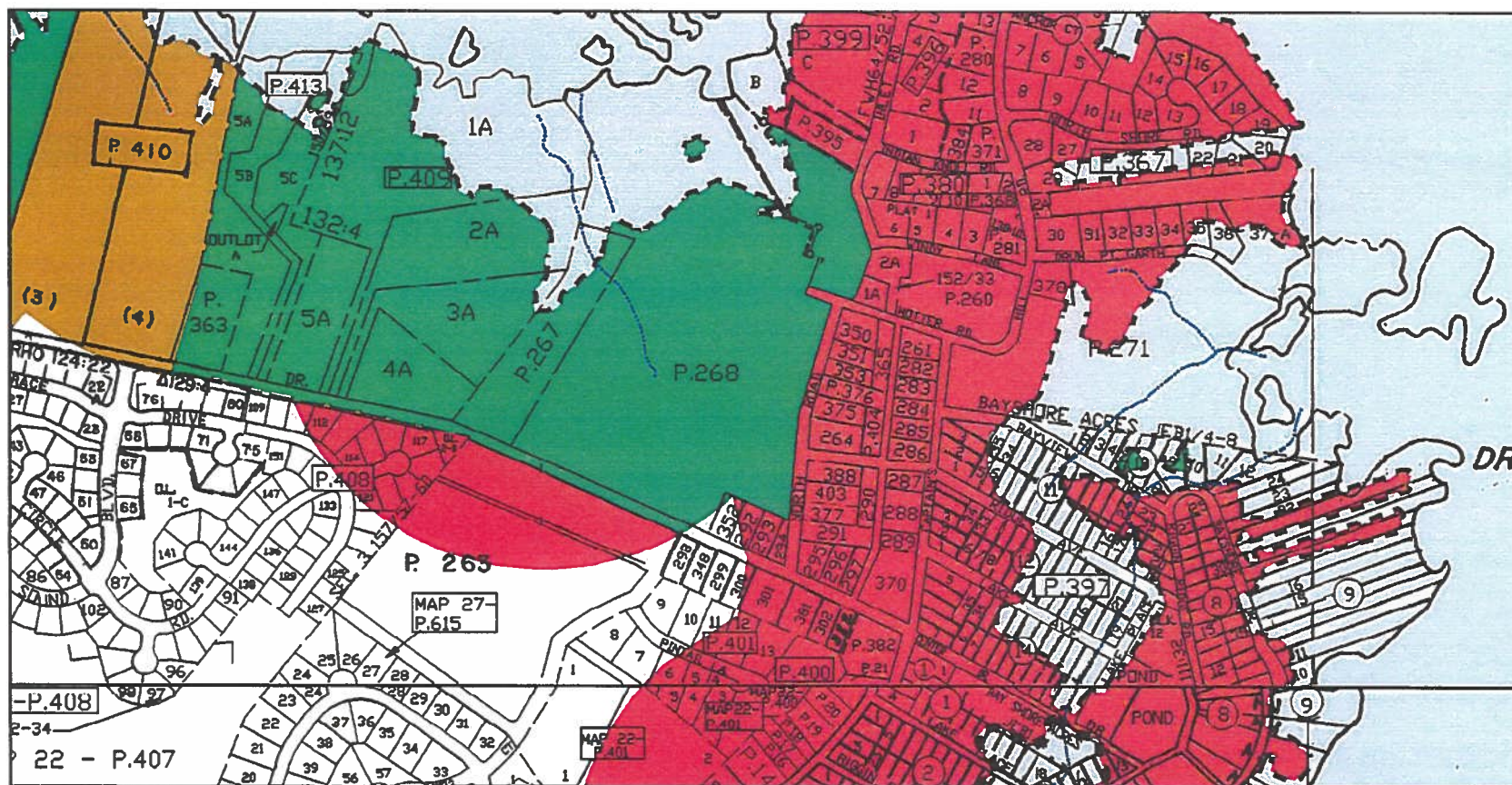


EXHIBIT “B”

Plat No. Two of
THOROUGHFARE CORNER
 Tenth Election District, Worcester County,
 a Subdivision of the
 Thoroughfare farm

The Farms Company
 Snow Hill, Maryland
 Scale: 1 inch = 100 feet
 Surveyed July 24th, 1950

M.B. 1976

by *Am. D. S. Co.*
Ray Carr.

Meridian Line-Magnetic-North & South of
 March 4th, 1946-also of Thoroughfare Corner
 Plat and Zero-East or West.

Coordinates	
1 N. 22.16 - W. 33.30	Traverse Pts
2 S. 119.35 - W. 127.50	A N. 206.69
3 N. 102.30 - W. 460.47	E. 530.08
4 N. 243.81 - W. 366.27	N. 762.49
5 N. 265.98 - W. 399.57	E. 766.23
6 N. 124.46 - W. 493.77	N. 374.86
7 N. 301.78 - W. 760.15	E. 336.01
8 N. 443.30 - W. 665.98	S. 28.68
9 N. 476.57 - W. 643.79	E. 422.07
10 N. 618.11 - W. 549.39	
11 N. 440.79 - W. 283.21	
12 N. 299.28 - W. 377.41	
13 N. 277.11 - W. 344.11	
14 N. 418.63 - W. 249.91	
15 N. 241.31 - E. 16.47	
16 N. 99.79 - W. 77.73	
17 N. 77.63 - W. 44.43	
18 N. 33.30 - E. 22.16	
19 N. 219.14 - E. 49.77	
20 N. 86.15 - E. 249.56	
21 N. 451.40 - E. 395.40	
22 N. 840.12 - E. 616.34	
23 N. 781.20 - E. 730.84	
24 N. 642.39 - E. 926.20	
25 N. 157.60 - E. 807.27	
26 N. 153.74 - E. 826.47	
27 N. 130.83 - E. 778.74	
28 N. 235.06 - E. 538.24	
29 N. 360.67 - E. 573.56	

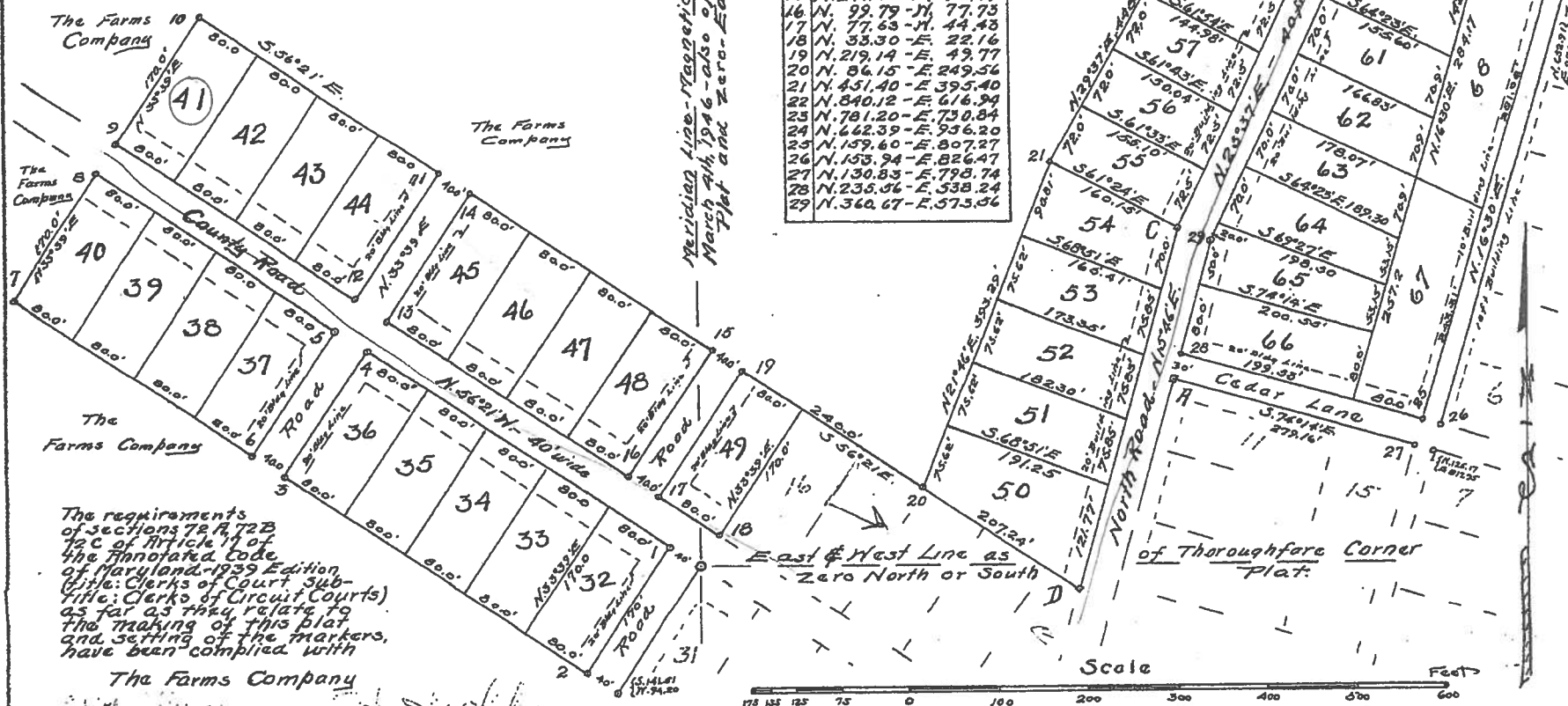
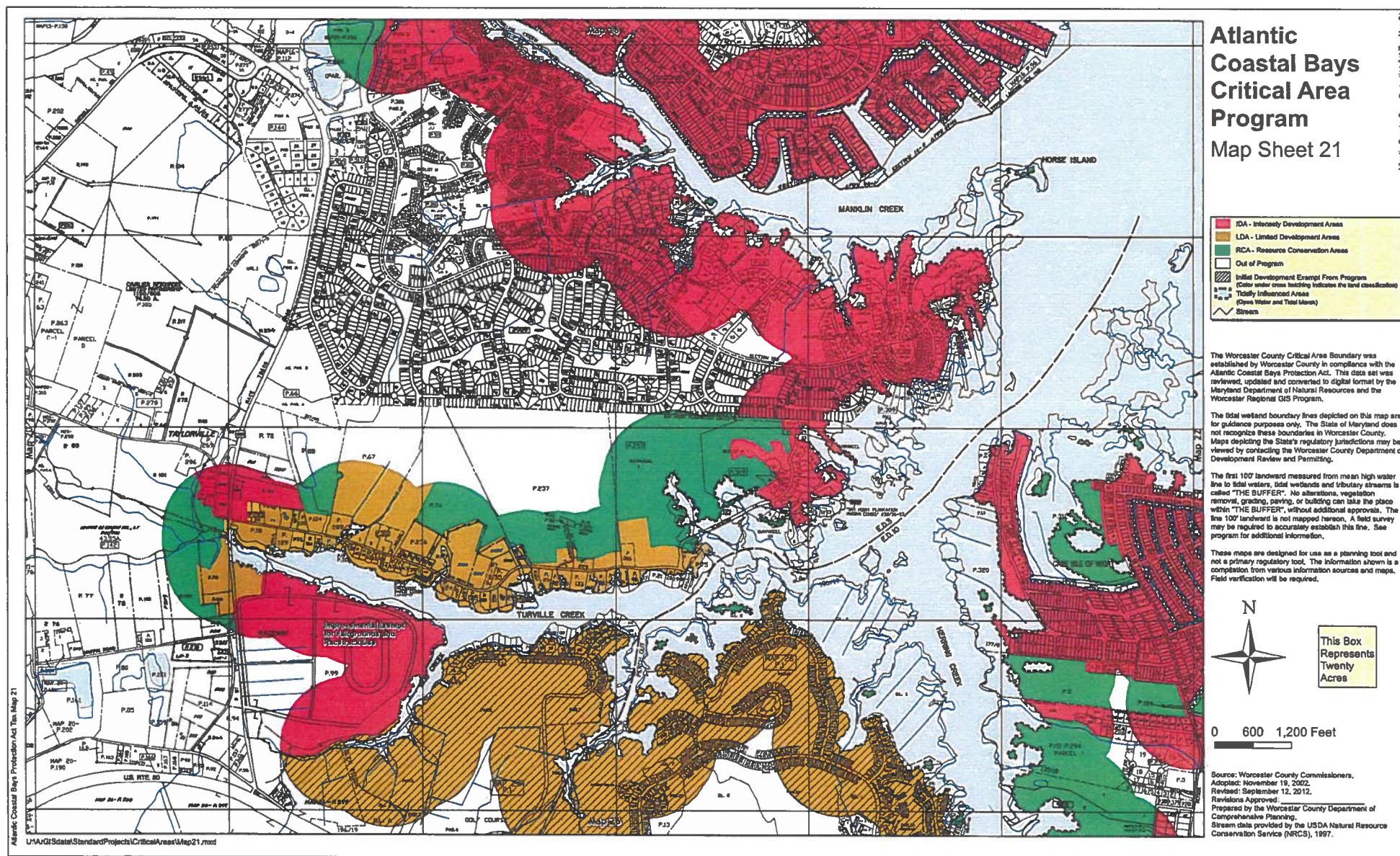
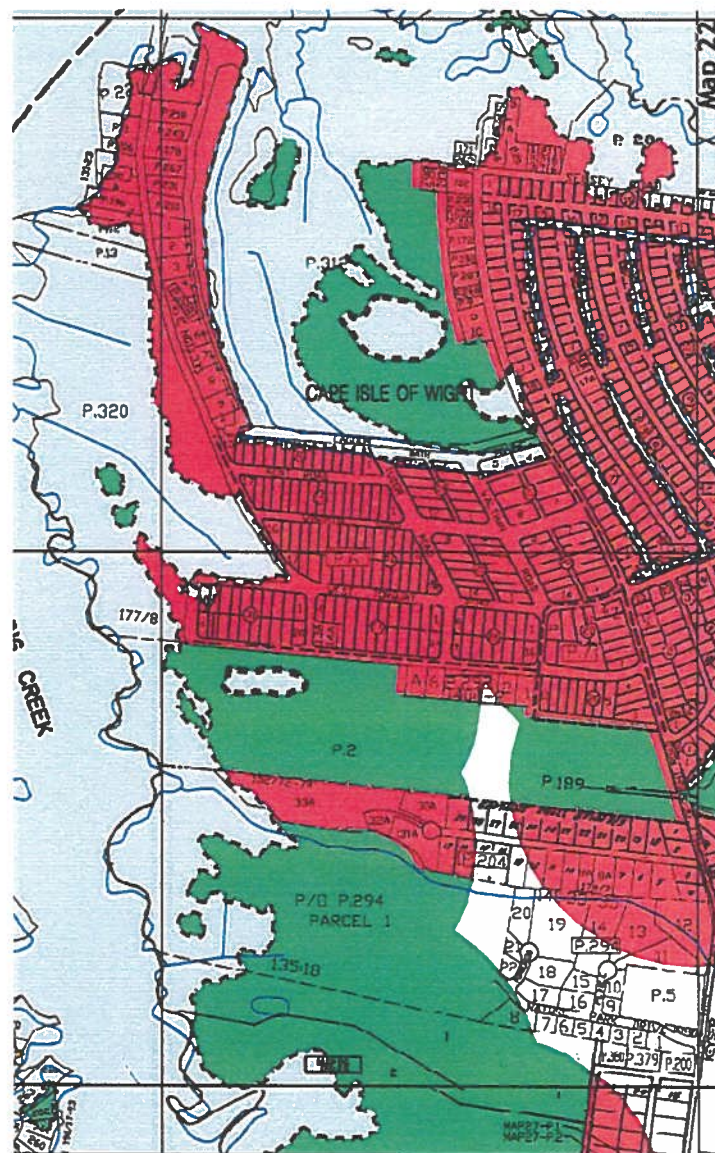


EXHIBIT “C”



Map 21 Closeup



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**

June 25, 2025

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

Re: Center Dr and North Rd – Mapping Mistake Amendment

Dear Mr. Soper,

Thank you for submitting information regarding the above-referenced amendment to Worcester County's Critical Area Map to our office for preliminary comment. The County proposes to change the critical area designation for Tax Map 22 Parcel 268 (includes 12903 Windy Dr, Ocean City, MD) along Center Drive and North Road due to a mapping mistake. The property is currently designated Resource Conservation Area (RCA). The County requests that the designation be changed to Intensely Developed Area (IDA). There is currently one house on the property. The site is located within the Atlantic Coastal Bays portion of Worcester County's Critical Area.

The property is 34.4 acres in size. A plat dated July 24, 1950 shows a subdivision on the property with 19 lots (lots 41 through 59) designated along Center Drive and North Road and surrounding one of the wetlands on the property. The properties immediately on the other side of Center Drive and North Road are designated IDA. From information submitted with this application, we understand that lots 41 through 59 have an equivalent dwelling unit (EDU) allocation for sewer. The underlying zoning district for this property and the surrounding neighborhood is R-2 Suburban Residential District. The purpose of the R-2 district is to preserve existing residential subdivisions throughout the County and provide for compatible infill development in those areas.

Preliminary Comments

Natural Resources Article 8-1809 (j)(2) states that a change to a Critical Area designation may be granted by a local approving authority if the proposed Critical Area classification:

1. Conforms to the State Critical Area mapping criteria;
2. (a) Is based on land uses or natural features in existence as of June 1, 2002 in the Atlantic Coastal Bays; or
2. (b) 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.
3. Follows the local jurisdiction's documented mapping methodology for Critical Area classifications at the time of original program adoption; and

4. Is consistent with the purposes, policies, and goals of this subtitle and all criteria of the Commission.

COMAR 27.01.02.03 lists the State Critical Area mapping criteria for IDAs:

Intensely Developed Areas are those areas where residential, commercial, institutional, or industrial developed land uses predominate, and where relatively little natural habitat occurs.

This land classification shall have at least one of the following features:

1. Housing density is at least 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.

The County will need to provide additional information detailing how the proposed mapping mistake meets the above requirements laid out in the law and the mapping criteria laid out in the regulations. Based on the information provided with this application, it does not appear that Parcel 268 conforms to the State Critical Area mapping criteria for IDAs, considering the density on the property. Based on aerial imagery, it does not appear that the use on the property has changed since it was mapped as RCA in 2002.

Thank you for the opportunity to provide preliminary review and comment. Please feel free to contact me with any questions: 410.260.3479 or kathryn.hayden@maryland.gov.

Sincerely,

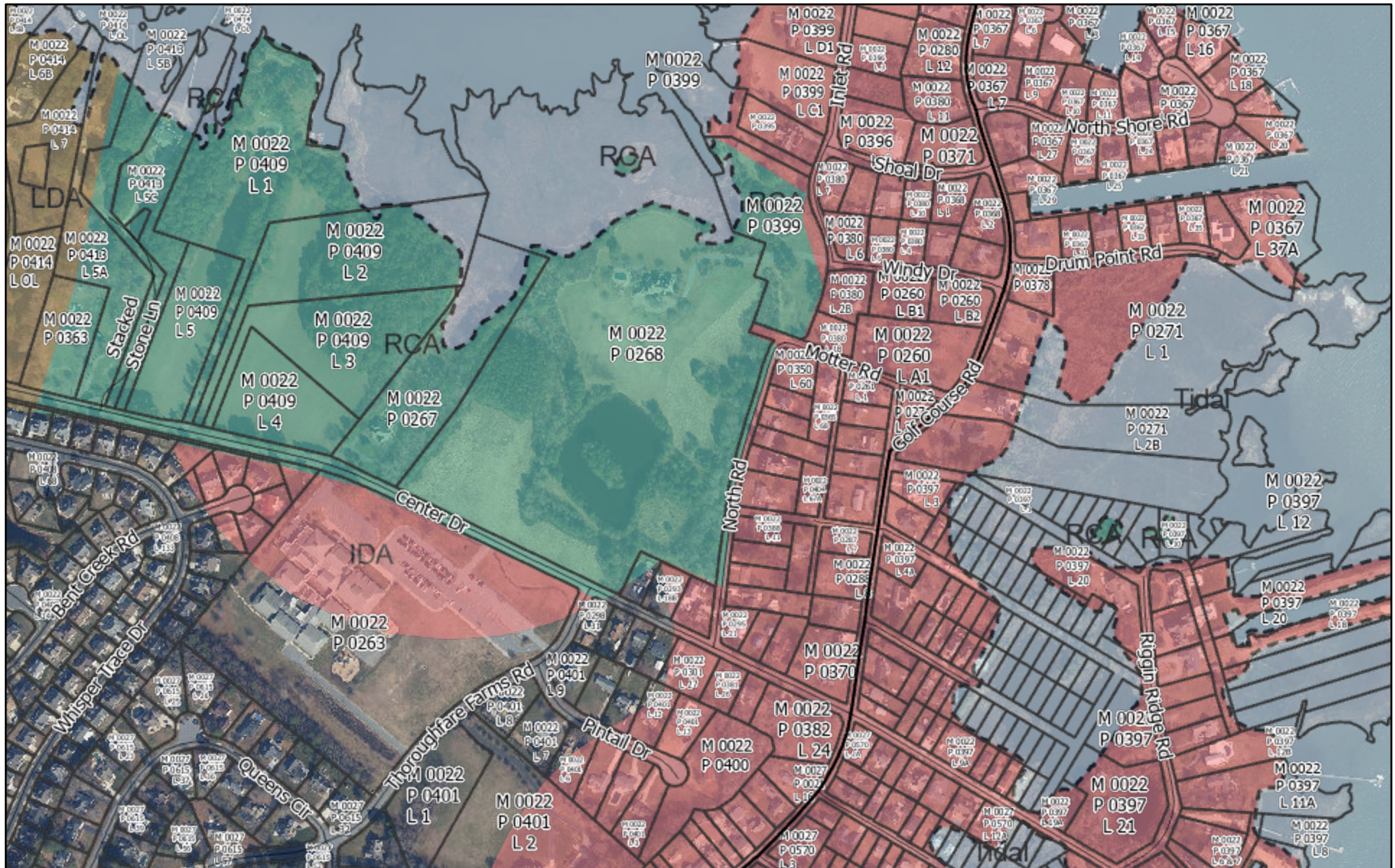


Kathryn Hayden
Planner

File: Case 2859
cc: Charlotte Shearin, Critical Area Commission
Brian Soper, Worcester County

Center Dr and North Rd - Critical Area

ITEM 12



9/26/2025, 4:31:46 PM

Worcester Roads

- Major
- Local
- Parcel Boundaries

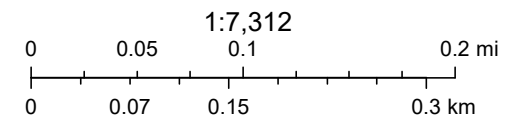
Critical Area - MD Coastal Bays

- IDA - Intensely Development Areas
- 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

Attachment 3



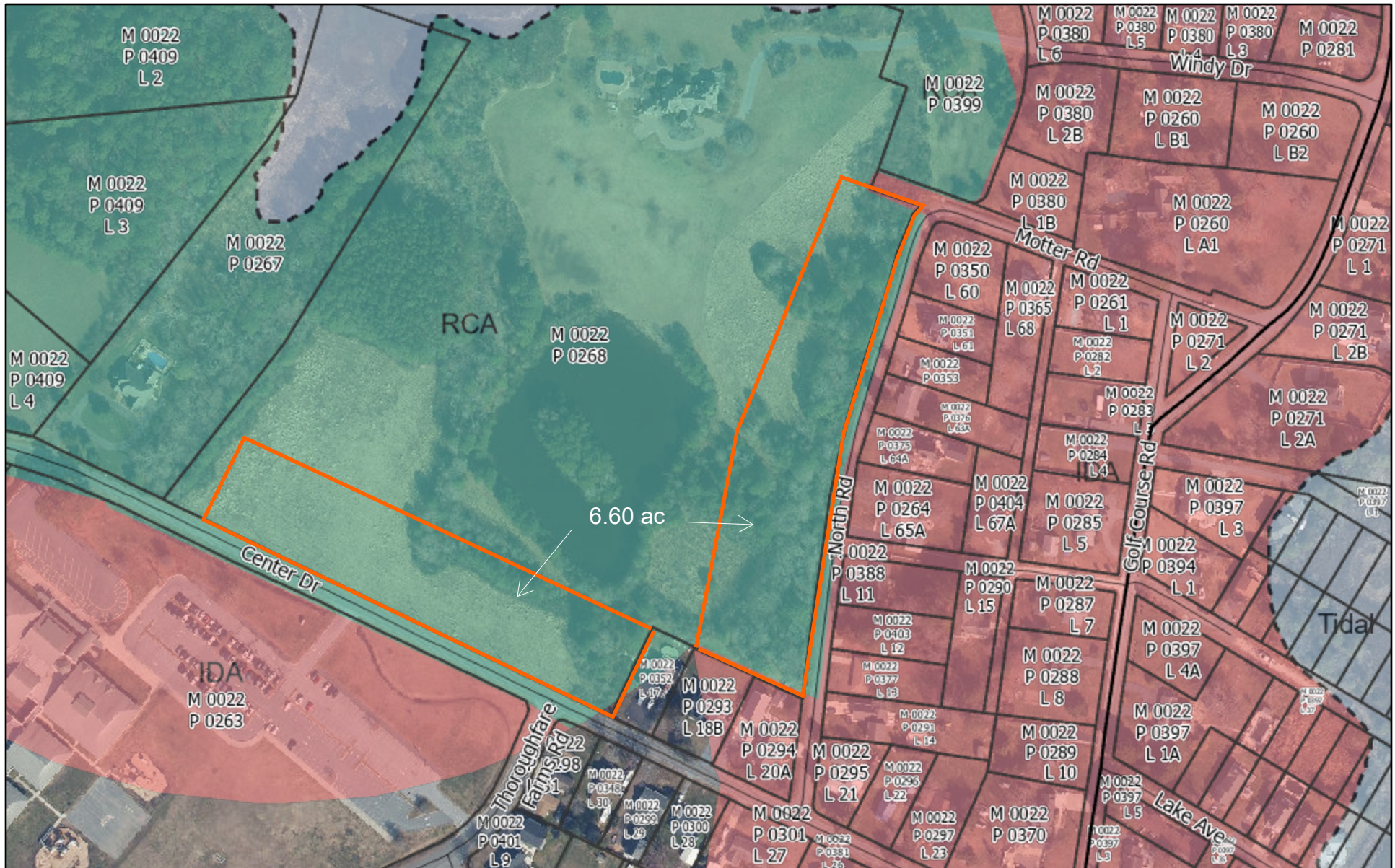
Originally, Spatial Systems Associates, Inc.
Worcester County GIS. Since receiving back from SSA, Worcester County

Web AppBuilder for ArcGIS

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

Center Dr and North Rd - Critical Area Remapping

ITEM 12



9/26/2025, 4:33:41 PM

Worcester Roads

Major

Local

Parcel Boundaries

Critical Area - MD Coastal Bays

IDA - Intensely Development Areas

RCA - Resource Conservation Areas

Tidally Influenced Areas

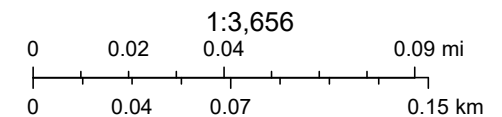
2024_Worcester_MG4_20to1_Mosaic_Feet.sid

Red: Band_1

Green: Band_2

Blue: Band_3

Attachment 4



Esri, HERE, Garmin, INCREMENT P, NGA, USGS, Originally, Spatial Systems Associates, Inc.

Web AppBuilder for ArcGIS

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

12 - 21



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: Kelly Rados, Director of Recreation & Parks
 Jacob Stephens, Deputy Director of Recreation & Parks
 DATE: October 7, 2025
 RE: Request to Award – Public Landing Shoreline Protection

Please see the attached bid tabulation for the Public Landing Shoreline project. Recreation and Parks is requesting the Commissioner's approval to award this project to the lowest responsive and responsible vendor, Brittingham Construction & Landscaping, in the amount of \$214,462.50, which includes the add alternate. Bids were due and opened on Monday, September 8, 2025 at 2:30pm. Ten bids were received. The lowest bidder withdrew their bid after the bid opening.

Funding for these services is available in the Waterway Improvement Fund, DNR, and is 93 percent reimbursable.

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

Public Landing Shoreline Protection	
Monday, September 8, 2025 @ 2:30 pm	
Bid Tabulation	
<u>Vendor Name</u>	<u>Base Bid</u>
Brittingham Construction & Landscaping	\$199,500.00
Bridges Land Management	\$167,500.00
Sweitzer Marine LLC	\$358,000.00
Ben's Marine Construction	\$347,276.00
Superior Contractor Service	\$344,065.00
Cianelli Construction Inc.	\$369,500.00
Bay Coastal Contracting	\$264,417.00
Eastern Shore Marine	\$239,990.00
Murtech Marine	\$193,350.00
Stevens Marine Construction	\$299,350.00

cc: David Bradford, Deputy Director of Environmental Programs



Worcester County

Government Center

Department of Human Resources

One West Market Street, Room 1301

Snow Hill, Maryland 21863-1213

410-632-0090

Fax: 410-632-5614

STACEY E. NORTON
Human Resources Director

PAT WALLS
Deputy Director

To: Weston Young, Chief Administrative Officer
From: Stacey Norton, Human Resources Director
Date: September 30, 2025
Subject: Request to Change Liquor License Inspector Position from Part Time to Full Time

We are requesting to change the part-time Liquor License Inspector, G20/S5, \$31,291 annually (\$30.38 per hour for 1030 annual hours) to a full-time position, G20/S5, \$63,190 annually. The additional hours are needed to focus on investigating complaints and property checks for special events.

This request can be funded by not replacing the License Permit Clerk II position, G12/S13, \$52,582 annually that was vacated due to a retirement 8/12/25. This change will create a salary savings to general fund account 100.1008 of \$20,683 annually.

Attachment

Worcester County Job Opportunities

DEPARTMENT: DEVELOPMENT, REVIEW & PERMITTING

JOB TITLE: LIQUOR LICENSE INSPECTOR

COMPENSATION: GRADE 20/STEP 1 \$27.66 HOURLY/ \$57,533 ANNUALLY -
GRADE 20/STEP 5 \$30.38 HOURLY/ \$63,190 ANNUALLY * BASED ON
QUALIFICATIONS

WORK LOCATION: WORCESTER COUNTY GOVERNMENT CENTER, ONE W. MARKET ST. SNOW
HILL, MD

WORK SCHEDULE: WORK HOURS ARE BETWEEN 8:00 AM AND 4:30 PM, WITH THE POTENTIAL FOR
EVENING AND WEEKEND HOURS AS NEEDED.

APPLICATION PERIOD: UNTIL FILLED

JOB SUMMARY: This individual will review and evaluate applications for new liquor licenses, license transfers, requests for changes to an existing license or the licensed premises and identify potential compliance issues. The position is responsible for conducting both **field work**—including on-site inspections, meetings with applicants and licensees, compliance checks, and investigations of complaints—and **office work**, including assisting with license renewals, reviewing new applications, preparing written reports, coordinate with law enforcement and State agencies and presenting findings to the Board of License Commissioners (Board). **This position requires approximately 50% field inspections and investigations and 50% office-based review and reporting.** The Liquor License Inspector reports directly to the Liquor License Administrator and the Board, under the supervision of the Director of Development, Review and Permitting.

GENERAL REQUIREMENTS:

- Pre-employment background check, fingerprinting and Criminal Background Check - State and Federal
- Safety sensitive position subject to Drug and Alcohol Testing
- Possession of a valid driver's license, and a motor vehicle history with less than 4 points
- Available to work weekends and evenings when needed
- Prior law enforcement experience is required

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES:**Field Work**

- Conduct investigations and prepare clear, detailed written reports of inspections, compliance checks, and complaint investigations for review by the Board and/or Liquor License Administrator.
- Meet with applicants/ licensees to review plans and premises for new license requests or modifications/ special temporary changes to a licensed premises. Identify potential problems and make suggestions that would help to avoid potential violations of the Alcoholic Beverage Article and the Board's Rules and Regulations.
- Inspect special events, check properties for license restriction violations and investigate certain types of complaints which may occur on weekends and/or evenings.
- Visit and investigate licensed premises that are suspected of violations or improper practices that may precipitate a violation, and document findings in a report.

ITEM 14

- Coordinate with various law enforcement agencies and investigators with the State Comptroller's Office on issues involving alcoholic beverages or licensed premises; including problem spots, alleged violations of the alcoholic beverage laws, compliance checks, and any other issues that they may have.
- Inform the Liquor License Administrator in a timely manner of all investigation/allegations of serious misconduct by licensees and their staff.
- Maintain awareness of licensed properties via various sources, including but not limited to social media.

Office Work & Reporting

- Draft thorough investigative reports, inspection summaries, and maintain case files that are accurate, timely, and professionally written for submission to the Board and/or Liquor License Administrator.
- Assist with preparation of agendas, legal advertisements, staff reports, and presentations for Board hearings, ensuring reports are clear and well organized.
- Advise the Liquor License Administrator on any policies, laws or rules that may be needed to address specific problems.
- Answer questions from licensees regarding what may constitute license modifications, including construction or changes of ownership that they may be contemplating (phone, email or in-person office visits).
- Assists office staff with the intake and processing of annual renewal licenses.
- Completes assigned tasks accurately and by established deadlines.

Additional Duties

- Cross train and back up other staff as needed.
- Establishes and maintains harmonious working relationships with co-workers, elected or appointed officials, and the general public using tact, discretion, sound judgment, and professionalism.
- Complies with safety programs, procedures training, fire drills, COOP plans, etc. and works safely.
- Ensures confidentiality of information and records and complies with record retention schedule.
- Adheres to the Worcester County Government Personnel Rules & Regulations.
- Performs other related duties as directed by the Liquor License Administrator in a timely and thorough fashion.
- Availability to answer questions or perform tasks at the request of the Liquor License Administrator with little or no notice.

QUALIFICATIONS AND SKILLS:

- Familiarity with State laws and regulations and the Board's Rules and Regulations governing the sale and possession of alcoholic beverages.
- Proficiency in writing skills: average or above average Office 365 skills pertaining to Word and Excel.
- High school diploma or GED. Additional education desired, not required.
- Ability to express oneself accurately, clearly, and effectively, both in writing and verbally.
- Ability to follow verbal/ written instructions; prepare thorough reports; keep records/logs; complete written forms; and to communicate effectively with the public and coworkers.
- Ability to apply acquired knowledge to increasingly varied and complex tasks.
- Professional, personable demeanor and appearance.
- Ability to work effectively with little supervision and minimal direction.
- Self-starter that takes initiative and has a sense of urgency.

SAFETY ANALYSIS:

(Rarely (<5% of the time), Occasional (5-25% of the time), Frequent (25-75% of the time); Constant (<75% of the time)

The work is performed both indoors and outdoors. Light Work: Constant viewing, hearing, talking, sitting, standing; Frequent walking and pushing, pulling, lifting and moving of objects up to 10lbs; Rarely up to 25lbs. Known hazards include risks associated with heat, humidity, noise, poor ventilation, slippery and uneven surfaces.



TIMOTHY MULLIGAN
WARDEN

Worcester County Jail
P.O. BOX 189
SNOW HILL, MARYLAND 21863
TEL: 410-632-1300
FAX: 410-632-3002

SHYTINA DRUMMOND
ASSISTANT WARDEN

LATOYA EVERETT
ASSISTANT WARDEN

MEMORANDUM

TO: Worcester County Commissioners
FROM: Timothy Mulligan
DATE: September 24, 2025
RE: Uninterruptible Power Supply (UPS) Replacement

A UPS is equipment that provides power to systems from a built-in battery. The UPS provides immediate backup power to computers, servers, and other electronic systems (security systems controls, video surveillance) during power outages. UPS systems condition and filter power supply to sensitive electronics systems and bridge power gaps during outages or until backup systems are energized. Many electronics require immediate power with no transfer time unlike power provided by a generator. Immediate power ensures systems do not reset and continue to function as intended. For the jail, a UPS system is paramount to power our control centers, doors, gates, and cameras without interruption. In the event of a power outage without the UPS system, contractors would need to come to the jail and reset specific equipment. Additionally, more officers would need to be pulled from their posts to provide security at doors/gates.

The jail has a UPS system in place; however, the batteries were last replaced in 2015 and are no longer functioning. Additionally, the model we currently have is no longer being manufactured. I am requesting to replace our current UPS system with an Eaton 20Kva UPS system. The original MSRP for an Eaton 20Kva UPS system is \$66,990, but due to a pre-negotiated bid under state procurement the county would save roughly \$34,489. The cost of the Eaton 20Kva UPS system for the county is \$32,500.07. There is currently \$31,500 budgeted for this expense in FY26.

Although this will overextend the budget, the Eaton 20Kva UPS system will ultimately provide a safer and more secure environment.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy Mulligan", is written over a horizontal line.

Timothy Mulligan, Warden



Hardware
Software
Networking
Cabling
Supplies

Core Values, Experience ...
Partnerships

ITEM 15
712 N. East Street
Frederick, MD 21701
301-846-9901 PH
301-846-9902 FX



Thank you for the opportunity. We realize there are many vendors from which to choose. Thank you for selecting En-Net.

Quote Information:

Quote #: 087447
Version: 1
Quote Date: 09/18/2025
Terms: Net 30
Delivery: 1-30 Days ARO
FOB: Destination

Quote Name: Eaton 20Kva UPS (REV2)

Expiration Date: 10/18/2025

Prepared for:

MD - Worcester County Government
Bill Bradshaw
BBradshaw@co.wocester.md.us

Prepared by:

En-Net
Tax ID: 52-1977379
Cage Code #: 08LC5
Duns #: 947383410
CCR #: 1997J167284
E-Rate Spin #: 143034194
eMMA Vendor ID SUP011954
MD SBR #: SB12-22227
PA SB #: 342458-2014-05-SB
VA SWAM #: 626984

Rep Information:

Greg Gordon
SLED Sales Manager
301-846-9901 x7673
ggordon@en-netservices.com

Items

Line #	Qty	MFG Name	Description	Part #	Price	Ext. Price
1	1	Eaton Corporation	Eaton 9355 20KVA 208V HARDWIRED (MSRP \$39850.00)	KB2013100000110	\$18,643.50	\$18,643.50
2	1	Eaton Corporation	Eaton Extended Battery Cabinet - Lead Acid (MSRP \$15,679.00)	103005183	\$7,443.60	\$7,443.60
3	1	Eaton Corporation	Eaton Bypass Panel - 30 kW - 225 A (MSRP \$7,493.00)	124100028-001	\$3,641.60	\$3,641.60
4	1	Eaton Corporation	Eaton Flex Onsite - Extended Service - Service - 24 x 7 x Next Day - On-site - Maintenance - Parts & Labor (MSRP \$1,112.00)	W1FLN7NXXX-0030	\$800.64	\$800.64
5	1	Eaton Corporation	Eaton Flex Onsite - Extended Service - 1 Year - Service - 24 x 7 x Next Day - On-site - Maintenance - Parts & Labor (MSRP \$2,222.00)	W2FLN7NXXX-0030	\$1,599.84	\$1,599.84
6	1	Eaton Corporation	Eaton Gigabit Industrial Gateway X2 Card - X-Slot - 1 x Network (RJ-45) Port(s) - USB (MSRP \$634.00)	INDGW-X2	\$370.89	\$370.89

Quote Summary

Total	\$32,500.07
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Manufacturer/Distributor Return and Warranty Policies Apply. Build to order products are non-cancellable and non-returnable without special exception.

Contracts Available

MD-DoIT Hardware #060B2490022
MD-DoIT PC #060B5400007
MD-DoIT Software #060B2490021
MD-MJUD Hardware #K18-0016-25L
MD-MJUD Software #K18-0002-25L

City of Baltimore #B50004091
City of Baltimore HW/SW #B50004090
COSTARS-003-E23-660 Hardware
COSTARS-006-E23-265 Software
MD CATS+ Services 060B2490023

MEEC - #UMD-972016
PEPPM CA - 2019 / PEPPM PA - 2019
TIPS-180501 - Networking
TIPS-180503 - Software



15 - 2



TOWN OF OCEAN CITY

ITEM 16

The White Marlin Capital of the World

September 5, 2025

Mr. Theodore J. Elder
President
Worcester County Commissioners
Government Center
One West Market Street – Room 1103
Snow Hill, MD 21863-1195

RE: Request to Increase Hotel Rental Tax (Room Tax) Rate to 6%

Dear President Elder and Distinguished Worcester County Commissioners:

On behalf of the Ocean City Mayor and City Council, I respectfully request to be placed on the October 16, 2025 County Commissioners meeting agenda to present a proposal to increase the Worcester County Hotel Rental Tax (commonly known as the room tax) from 5% to 6%.

During the 2024 session of the Maryland General Assembly, Worcester County, along with the other Eastern Shore Code Counties, successfully secured legislation authorizing Code Counties to increase the maximum Hotel Rental Tax rate from 5% to 6%. Implementing this increase requires a unanimous vote of the County Commissioners.

Ocean City believes that now is the appropriate time to adopt the increase, primarily due to the rising costs of providing essential public safety services throughout Worcester County, and especially in Ocean City. Costs for police, fire, and emergency medical services have risen dramatically over the past two years.

Recent changes to Maryland police training requirements eliminated our seasonal police program, requiring us to add ten new full-time officers. At the same time, strong statewide demand for qualified police officers has increased salaries, which is reflected in our new collective bargaining agreement. Over the next three years, police salaries and benefits alone are projected to increase by \$13 million.

Similarly, due to nationwide shortages of EMTs and paramedics, our part-time pool has decreased from more than 100 pre-pandemic to fewer than 35 today. At the same time, an aging year-round population in Ocean City and West Ocean City has driven increased calls for service, with 40 occasions in 2022 when no ambulance crews were available. To meet demand, we have added 18 full-time EMT/paramedic positions, along with additional equipment purchases, raising the department's annual budget by more than \$1.5 million.

P.O. Box 158, Ocean City, Maryland 21843-0158 | oceancitymd.gov | City Hall: (410) 289-8221 | Fax: (410) 289-8703

MAYOR
Richard W. Meehan

CITY COUNCIL
Matthew M. James
President

Anthony J. DeLuca
Secretary

John F. Gehrig, Jr.
Jacob H. Mitrecic
Carol Proctor
Will Savage
Larry R. Yates

CITY MANAGER
Terence J. McGean, PE

CITY CLERK
Diana L. Chavis, MMC

State-mandated training changes for dispatchers have also required us to replace our seasonal model with six new full-time positions, at an annual added cost of approximately \$200,000. Because much of the demand for these services arises from our summer transient population, we do not believe it is fair to pass the full cost of these increases on to our property owners. Increasing the room tax rate will allow these costs to be shared by all who benefit. A 1% increase will generate an additional \$5 million for Ocean City and additional revenue for Worcester County as well. Even with this increase, our room tax rate will remain below those of comparable resort destinations such as the Jersey Shore, Virginia Beach, and Myrtle Beach.

Time is of the essence for this request because any change in the room tax rate would have to take place by January 1 in order to implement it during the 2026 calendar year. In closing, we respectfully request your support for increasing the room tax and look forward to meeting with you on October 16 to discuss this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Meehan". The signature is fluid and cursive, with a large initial "R" and "M".

Rick Meehan
Mayor



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

ITEM 17

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: September 30, 2025
SUBJECT: MDOT's CTP Tour

The Maryland Department of Transportation has requested to present its annual Consolidated Transportation Plan (CTP) update to the County.

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: September 11, 2025
SUBJECT: Out-of-County Waste Fines & Suspensions

Public Works respectfully requests the Commissioners' approval to implement a penalty and suspension schedule targeting commercial haulers who dispose of Out-of-County waste at the Central Site Lane Landfill, in violation of County regulations.

Recently, Wicomico County has encountered operational challenges resulting in their landfill reaching capacity faster than projected. In response, Wicomico has instituted a structured schedule of escalating fines and suspensions to deter the import of additional waste.

Since Wicomico adopted this policy, Worcester County has observed a noticeable uptick in waste volumes at Central Site Lane. Spot checks have confirmed that a portion of this increase is due to Out-of-County waste, which is prohibited under § PW 2-201.d, stating:

"No solid waste collected outside of Worcester County shall be deposited in any public landfill."

To preserve the longevity and integrity of our landfill and deter violations, Public Works proposes the following enforcement structure for commercial haulers found in violation:

Proposed Penalty Schedule

- 1st Offense: \$500 fine
- 2nd Offense: \$1,000 fine + 1-week suspension
- 3rd Offense: \$1,000 fine + 1-month suspension
- 4th Offense: 1-year suspension

Violations would be tracked over a rolling 12-month period. All suspensions would require at least 30 days' notice to the hauler and an opportunity for a hearing before the County Commissioners, in accordance with:

- § PW 2-104 – *Revocation or Suspension of License*
- § PW 2-105 – *Notice and Hearing Requirements*

A Team of Teams making a Difference

For comparison, Wicomico County's penalty structure is outlined below. Please note, Wicomico is a Charter County which State law allows for a higher fine structure than Code Counties such as Worcester.

Wicomico County Penalty Schedule

- 1st Offense: Two-year probation + \$1,000 civil penalty
- 2nd Offense: \$2,500 fine
- 3rd Offense: \$5,000 fine
- 4th Offense: \$5,000 fine + permanent prohibition from landfill use

We welcome your guidance and support in ensuring the continued responsible operation of Worcester County's landfill resources.

Please let me know if there are any questions.

CC: Roscoe Leslie
Charlene Sharpe
David Candy



TIMOTHY MULLIGAN
WARDEN

Worcester County Jail
P.O. BOX 189
SNOW HILL, MARYLAND 21863
TEL: 410-632-1300
FAX: 410-632-3002

SHYTINA DRUMMOND
ASSISTANT WARDEN

LATOYA EVERETT
ASSISTANT WARDEN

MEMORANDUM

TO: Worcester County Commissioners
FROM: Timothy Mulligan
DATE: September 23, 2025
RE: Medical Contract

Our current contract for medical services with Wellpath ended on June 30th, 2025, and the proposed annual renewal cost is \$1,899,740 for FY26. I am requesting to enter a contract for medical services with CFG Health Systems. CFG Health Systems has provided a cost proposal of \$1,799,992 for year one, year two will be a 3.75% cost increase, year three will be a 3.25% cost increase, and years four and five will be a 1.75% cost increase. CFG Health Systems' cost proposal is a flat rate with no passthrough costs based on an average daily population of 132. If the average daily population goes above 132, the jail is charged at a rate of \$3.17 per day. In addition to 24-hour medical care and providing their own equipment, CFG Health Systems also provides specialized in-house services such as dental, wound care, podiatry, etc. Additionally, CFG Systems pays for non-mental health related hospitalizations and all medication except methadone.

I am additionally requesting to extend the current medical contract with Wellpath until December 1st, 2025, to allow for a smooth transition with CFG Health Systems. The proposed cost of extending the Wellpath contract is anticipated to be \$129,005.92 per month. I have included both the CFG Health Systems contract and Wellpath contract for your review.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy Mulligan", is written over a horizontal line.

Timothy Mulligan, Warden

**CONTRACT BY AND
BETWEEN THE
COUNTY OF
WORCESTER AND
CFG HEALTH
SYSTEMS, L.L.C.**

This Agreement for Incarcerated Individuals Health Care Services (hereinafter, the “Agreement”) entered into by and between the **COUNTY COMMISSIONERS OF WORCESTER COUNTY**, a political subdivision in the State of MARYLAND (hereinafter, the “Client”), and **CFG HEALTH SYSTEMS, L.L.C.**, a New Jersey limited liability company registered to do business in the State of Maryland, and **CFG DENTAL CORRECTIONAL CARE, L.L.C.**, a New Jersey limited liability company registered to do business in the State of Maryland (collectively referred to herein as “Company”).

RECITALS

WHEREAS, the Client is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Worcester County Detention Center located at 5022 Joyner Road, Snow Hill, Maryland 21863 (hereinafter, "Jail"); and

WHEREAS, the objective of the Client is to provide for the delivery of quality health care to the Incarcerated Individuals and Detainees of the Jail (hereinafter, “Jail Population”), in accordance with applicable law; and

WHEREAS, Company is in the business of administering correctional health care services and desires to administer such services on behalf of the Client to the Jail Population under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

DEFINITIONS

“As Soon As Possible” – This reference shall mean as soon as the staffing pattern provided for herein, the Client’s level of custody staff, and conditions within the Client’s custody facility all taken together permit, at all times it being understood that Company cannot provide services without reasonably timely and secure access to patients.

Client Incarcerated Individuals/Detainees – An Incarcerated Individual/Detainee held under the jurisdiction of the Client. Client Incarcerated Individuals/Detainees may be housed in the Jail or in another jurisdiction's correctional facility. However, Client Incarcerated Individuals/Detainees housed in another jurisdiction are not covered by the provisions of this Agreement unless Company administers health care services at the other jurisdiction's facility and is specifically set forth below.

Contract Year – The initial, and any successive, twelve (12) month period beginning with the effective date of the Agreement.

Covered Persons – An Incarcerated Individual/Detainee of the Jail who is: (1) part of the Jail's MADP; and (2) Fit for Confinement; and (3)(a) incarcerated in the Jail; or (b) on work release status while they are at the facility. NOTE: Covered Persons include Other Client Incarcerated Individuals/Detainees for purposes of delivery of basic health care services, however, the cost of certain services provided to Other Client Incarcerated Individuals/Detainees are borne by the Client as set forth in Section 5.0.

Detainee – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

Fit for Confinement – A determination made by Company authorized personnel that an Incarcerated Individual/Detainee is medically stable and has been medically cleared for acceptance into the Jail. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

Health Assessment – A health assessment conducted by a qualified nurse or Provider, with the consent of a Covered Person, within fourteen (14) days of the Covered Person's booking into the facility.

Health Care Staff – Medical, mental health, and support staff provided or managed by Company.

Hospitalization – Admission of a Covered Person to a licensed health care facility for inpatient treatment.

Incarcerated Individual – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

Laws – Any applicable federal, state, or local statutes, codes, ordinances, regulations or court rules and orders.

Licensed Independent Practitioner – An advanced level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

Medical Record – A record of the care and treatment provided to a Covered Person which is generated or housed at the Facility and does not include materials, documents, or records which are subject to an evidentiary privilege, designated or considered Patient Safety Work Product, or otherwise deemed confidential pursuant to the Federal Patient Safety and Quality Improvement Act of 2005, 42 USC § 299b-22.

Monthly Average Daily Population (MADP) – The average number of Incarcerated Individuals/Detainees housed in the Jail on a daily basis for the period of one month. The MADP shall include, but separately list, Other Client Incarcerated Individuals/Detainees. The MADP shall be figured by summing the daily population for the Jails and Other Client Incarcerated Individuals/Detainees (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. Jail records shall be made available to Company upon request to verify the MADP. Persons on home confinement, housed outside of the Jail, and parolees and escapees shall not be considered part of the Jail's MADP.

NCCHC – The National Commission on Correctional Health Care.

MCCS – Maryland Commission on Correctional Standards

Other Client Incarcerated Individual/Detainee – An Incarcerated Individual/Detainee under the jurisdiction of another Client, state or federal agency, who is being housed in the Jail.

Provider - A physician or Licensed Independent Practitioner employed by or contracted with Company providing services under this Agreement.

Receiving Screening - A health screening conducted, with the consent of a Covered Person, after the Covered Person is booked into the Correctional Facility by Client personnel.

Specialty Services – Medical services that require Providers to be trained and/or certified in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, excluding services that are otherwise provided for in this Agreement.

ARTICLE I **SERVICES**

- 1.0 SCOPE OF SERVICES. Company shall administer health care services and related administrative services at the Jail according to the terms and provisions as stated in the attached Staffing Matrix labeled EXHIBIT A. The costs of the various health care services shall be borne by Company, or the Client as set forth in this Article. This Agreement, including the attachments, and documents incorporated herein as the Exhibits constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersede all previous written or oral agreements and representations.
- 1.1 GENERAL HEALTH CARE SERVICES. Company will arrange and bear the cost of the following health care services:
 - 1.1.1 RECEIVING SCREENING. A receiving screening of a Covered Person shall be performed as soon as possible after the Covered Person's booking into the Jail, not to exceed 24 hours after the Covered Person's arrival at the Jail.
 - 1.1.2 PATIENTS WITH CHRONIC DISEASE AND OTHER SPECIAL NEEDS. Patients identified with chronic disease and/or special needs, and to whom the Company and provider have access, shall have a physician and/or midlevel evaluation, in person or via tele-medicine, within five (5) business days of their intake, which must include a treatment plan.
 - 1.1.3 HEALTH ASSESSMENT. Company staff shall complete a health assessment of all Covered Persons to whom Company staff has access, as soon as possible, but no later than fourteen (14) calendar days after the Incarcerated Individual/Detainee's arrival at the Jail. The health assessment shall follow current Maryland Commission on Correctional Standards (MCCS) guidelines.
 - 1.1.4 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for Covered Persons on a timely basis and in a clinical setting.
 - 1.1.4.1 All Incarcerated Individual, regardless of housing assignment, are given the opportunity to submit written health care requests at least daily.
 - 1.1.4.2 Health care requests refer to petitions for medical, dental, or mental health services.
 - 1.1.4.3 A face-to-face encounter for a health care request is conducted by a qualified health care professional within 24 hours of receipt by health staff.

Face to face may include in person, telemedicine, agency providers and PRN staff.

- 1.1.4.4 All aspects of the health care request process, from review and prioritization to subsequent encounter, are documented, dated, and timed.
- 1.1.5 TELEHEALTH. Health services may be provided via Telehealth, in accordance with the Laws of Maryland, when deemed appropriate by Company personnel with managerial authority.
- 1.1.6 NON-URGENT CONSULTS. Incarcerated Individual shall be seen within forty-five (45) days of referral, or as soon as both an outside provider appointment is available and custody staff are able to transport.
- 1.1.7 MEDICATION MANAGEMENT. Company will ensure each new intake, to whom Company has access, have resumed their verified medication regime within 24 hours of the medication verification.
- 1.1.8 CONTINUING MEDICATION FOR HIV & HCV. Company will ensure any eligible Incarcerated Individual, known to have HIV or HCV who has been on treatment continues to receive treatment assuming both the patient and medication are available, and that Company has access to the patient.
- 1.1.9 PLACING TSTs (TUBERCULOSIS SKIN TESTS). Company will ensure all eligible Incarcerated Individual or resident TSTs are placed, read, and recorded within 72 hours after the Incarcerated Individual's intake or resident's admission. Company will also place TSTs on staff where indicated.
- 1.2 AMBULANCE SERVICE. Company shall be responsible for the provision or cost of any ambulance services.
- 1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. Company Health Care Staff will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.).
- 1.4 DENTAL - Company shall arrange and bear the cost of dental services, including but not limited to exams and treatment (e.g., emergency fillings and extractions) of all Covered Persons and Other Client Incarcerated Individuals/Detainees.
- 1.5 ELECTIVE MEDICAL CARE - NOT COVERED. Company shall not be responsible for the provision or cost of any elective care. In the event a member of the Jail Population requires elective care, the Incarcerated Individual/Detainee or Client shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of Company's Chief Medical Officer or designee, cause the Incarcerated Individual/Detainee's health to deteriorate or cause harm to the Incarcerated Individual/Detainee's wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.
- 1.6 HOSPITALIZATION. Company shall be responsible for the provision or cost of hospitalization services, excluding mental health hospitalization.

- 1.7 LONG TERM CARE. Company shall not be responsible for the provision or cost of any long-term care facility services. In the event that a member of the Jail Population requires skilled care, custodial care or other services of a long-term care facility, the Client shall bear the cost.
- 1.8 BEHAVIORAL HEALTH CARE. Company shall arrange and bear the cost of on-site mental health services for Covered Persons which shall include initial evaluations, medication management, individual therapy and follow-up contacts, triaging and managing referrals, crisis management, suicide intervention and monitoring, basic community linkage and re-entry, and continuity of care. Company shall not be responsible for the provision or cost of any off-site or inpatient mental health services. The Client shall be responsible for the provision and cost of off-site or inpatient mental health services for the Jail Population. Company may assist with promoting the system linkage between the Jail and community inpatient psychiatric services. Company may also assist with any specialized training for facility staff (e.g., suicide prevention, mentally ill offenders) upon Client's request. Company shall also assist with CQI efforts to assure quality services are provided.
- 1.9 PATHOLOGY/RADIOLOGY SERVICES. Company shall be responsible for the provision or cost of any professional or technical component pathology or radiology services.
- 1.10 PREGNANT COVERED PERSONS. Company shall arrange and bear the cost of on-site health care services for any pregnant Covered Person in accordance with MCCS standards and this Agreement, but Company shall not arrange or bear the cost of any health care services for newborns or infants. To the extent off-site health care services are required for any pregnant Covered Person, Company shall make arrangements for rendering such care.
- 1.11 SPECIALTY SERVICES. Company shall be responsible for the provision or cost of any necessary Specialty Services.
- 1.12 VISION CARE. Company shall be responsible for the provision of eyeglasses or any other vision services other than care for eye injuries or diseases where medically necessary.
- 1.13 ADDICTION MEDICINE TREATMENT. Company shall be responsible for the provision and cost of any medication-assisted addiction treatment services, with the exception of Methadone and counseling services, for which the Client shall bear the cost.
- 1.14 OFFICE EQUIPMENT AND SUPPLIES. Company shall be responsible for the provision or cost of any and all office equipment and office supplies including, but not limited to, books, medical record folders, and forms as required for the administrative operations of the medical unit. All office equipment shall remain the Company's property upon termination of this Agreement.
- 1.15 MEDICAL SUPPLIES/EQUIPMENT. Company shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the services required by the terms of the Agreement. Company will create an asset tab upon transition into the Jail as soon as reasonably possible. All medical equipment currently in Client's possession will remain in the Jail during Company's transition, including, but not limited to, AED, med cart, and emergency equipment. All medical equipment shall remain the property of the Client upon termination of this Agreement.
- 1.16 MEDICAL WASTE. Company shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this Agreement in accordance with applicable laws/rules.

- 1.17 DISCHARGE PLANNING. Company shall ensure all patients receive a discharge planning assessment.
- 1.18 PHARMACY SERVICES. Company shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Except as provided below, Company shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed Company Provider for a Covered Person.
- 1.18.1 GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed, or certified Provider.
- 1.18.2 EXCEPTIONS. Company shall bear the cost of all prescription medication except Methadone.

ARTICLE II **HEALTH CARE STAFF**

- 2.0 STAFFING HOURS. Company shall provide or arrange for the provision of Health Care Staff necessary to render the health care services contemplated in Article I as set forth in the staffing plan set forth in EXHIBIT A, which is attached hereto and incorporated herein and made a part hereof. Company reserves the right to assign the staff in EXHIBIT A to shift coverage as necessary based on operation needs to provide the health care services under this Agreement.
- 2.0.1 Additional hours may be provided if mutually agreed upon by both Parties in writing.
- 2.0.2 Company shall provide or arrange for the provision of an on-call Provider available by telephone 24 hours per day and 7 days per week.
- 2.0.3 Company shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of Company, after such reasonable efforts have been made, shall not constitute a breach of this Agreement. The Company may use tele-health, Agency, PRN staff, and over-time to meet the staffing requirements outlined in the Staffing Matrix in Exhibit A. Considering Client's concerns regarding Company staffing with Agency personnel, Company shall obtain written approval from the Client before hiring, contracting, or partnering with any Agency personnel wherein Client's approval shall not be unreasonably withheld.
- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Incarcerated Individual/Detainee population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the Client and Company.
- 2.2 STAFF SCREENING. The Client shall timely screen Company's proposed Health Care Staff, employees, agents and/or subcontractors providing services at the Jail to ensure they do not constitute a security risk. The Client shall have final approval of Company's Health Care Staff, employees, agents and/or subcontractors regarding security/background clearance but shall not unreasonably delay or withhold such approval. Client represents and warrants that it will provide any such screenings in good faith and in accordance with all applicable Laws.

ARTICLE III
ADMINISTRATIVE SERVICES

- 3.0 MONTHLY REPORTS. Company shall submit monthly health care reports concerning the overall operation of the health care services program rendered pursuant to this Agreement and the general health of the Jail Population. Any specific data/information requested by the Client in these reports shall be conveyed to Company with reasonable notice.
- 3.1 WEEKLY AND/OR DAILY MEETINGS. As requested by the Client, Company shall meet as agreed, or as soon thereafter as possible, with the Client, or designee, concerning health care services within the Jail and any proposed changes in health-related procedures or other matters, which both Parties deem necessary.
- 3.2 MEDICAL RECORDS MANAGEMENT. Company shall provide the following medical records management services:
- 3.2.1 MEDICAL RECORDS. Company Health Care Staff shall maintain, cause, or require the maintenance of complete and accurate electronic medical records (CorEMR) for Covered Persons who have received health care services. Medical records shall be kept separate from Covered Person's confinement records. A complete copy of the individual medical record shall be available to accompany each Covered Person who is transferred from the Jail to another location for off-site services or transferred to another institution. Company will keep medical records confidential and shall not release any information contained in any medical record except as required by published Jail policies, by a court order or by applicable law. Upon termination of this Agreement, all medical records shall be delivered to and remain with the Client, as the Client's property.
- 3.2.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.
- 3.2.3 RECORDS AVAILABILITY. As needed to administer the terms of this Agreement, Company shall make available to Client, unless otherwise specifically prohibited, at Client's request, all records, documents, and other papers relating to the direct delivery of health care services to the Jail Population hereunder. Company shall not be required to make available records which are privileged under applicable state or federal Laws, with the exception that the Client may access patient medical records related to the direct delivery of health care services to the Jail Population, but only as permitted by state and federal law.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

- 4.0 GENERAL. Except as otherwise provided in this Agreement, Company shall only be required to arrange for health care services under this Agreement to be provided to Covered Persons.
- 4.1 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. Company shall arrange for on-site first response emergency medical care as required for jail employees, contractors, and visitors to the Jail. The medical treatment shall be limited to the extent

reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

- 4.2 RELEASE FROM CUSTODY. The Client acknowledges and agrees that Company is responsible for the payment of costs associated with services rendered to Covered Persons as set forth in this Agreement only when such persons remain in the custody of, or under the jurisdiction of, the Jail. In no event shall Company be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of the Jail including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall Company be responsible for payment of costs associated with any medical services rendered to a Covered Person when said Covered Person is injured outside the Jail facility during transport to or from the Jail.

ARTICLE V

PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.0 OTHER CLIENT INCARCERATED INDIVIDUALS/DETAINEES. Company shall be responsible for arranging and the costs of health assessments, including receiving screening, dental, sick call, over-the counter medications, medical supplies, and medical waste services for Other Client Incarcerated Individuals/Detainees to whom the Company has access, including costs of individuals/detainees subject to federal jurisdiction (e.g. U.S. Marshal individuals/detainees). The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible for the Other Client Incarcerated Individual/Detainee, including those services listed in Article I of this Agreement not otherwise specifically covered in this Section 5.0, and all other medically related expenses associated with Other Client Incarcerated Individuals/Detainees.
- 5.1 CLIENT INCARCERATED INDIVIDUALS/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. Company shall not be responsible for arranging the medical care or treatment for Client Incarcerated Individuals/Detainees housed in other counties or jurisdictions. The Client or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of Client Incarcerated Individuals/Detainees removed from the Jail, including, but not limited to the services listed in Article I of this Agreement and any other health care related expenses associated with said Incarcerated Individuals/Detainees, unless the Incarcerated Individual/Detainee is housed in a facility where Company provides Incarcerated Individual/Detainee health care services. Company shall not be responsible for arranging the medical care or treatment for Client Incarcerated Individuals/Detainees housed outside the Jail.
- 5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED INCARCERATED INDIVIDUAL/DETAINEES. Company shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the Jail, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the Jail. In addition, Company shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life-threatening injury or illness or in immediate need of emergency medical care. Company shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. The arresting authority or the Client shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present a medically stable individual that

is Fit for Confinement. To the extent Company is billed for medical services provided to an individual who is not Fit for Confinement the Client shall reimburse Company for all such costs. Company shall not charge an additional fee simply to examine an individual to determine if he is suitably Fit for Confinement.

ARTICLE VI **COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT**

- 6.0 SERVICES NOT LISTED. If the Client requests Company provide any health care services that are not mentioned in this Agreement, the parties shall meet in good faith to come to a mutual agreement.

ARTICLE VII **COMPENSATION**

- 7.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base amount to be paid by the Client to Company is **\$1,799,992.00** for the first twelve (12) months of the Initial Term,¹ payable in equal monthly installments. Company's list of services used to submit the appropriate price for this Agreement is attached hereto as **Exhibit B** and is fully incorporated into this Agreement as if set forth herein verbatim. Each monthly installment shall be at **\$149,999.34**, pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to Company on January 1, 2026. Each monthly payment thereafter is to be paid by the Client to Company before or on the 1st day of the month of service.

Annual compensation/cost increases shall take effect at the beginning of the 13th month of the Initial Term which are illustrated in detail by **Exhibit D** attached hereto and which is fully incorporated into this Agreement as if set forth verbatim herein. Monthly installments shall be pro-rated for any partial months and subject to any reconciliations as set forth below.

- 7.1 CHANGE IN NUMBER OF FACILITIES. Company agrees a change in the number of facilities shall result in a re-negotiation of compensation.

- 7.2 Should the average daily population (ADP) exceed 132 in any month, the client will invoice the county at a rate of \$3.17 per day, for the number of days in that month, by the ADP amount over 132. An illustrative example of this ADP model is provided herein in **Exhibit C**.

ARTICLE VIII **TERM AND TERMINATION**

- 8.0 TERM. The term of this AGREEMENT shall be three (3) years beginning on December 1, 2025 ("Initial Term"), unless earlier terminated in accordance with the terms of the provisions of this Agreement.

Upon expiration of the Initial Term, this Agreement may be renewed for up to two (2) additional one (1) year periods (each a "Renewal Term") upon the mutual written agreement of Company and the Client, provided that such agreement is executed no later than ninety (90) days prior to the expiration of the then-current term. Any Renewal Term shall be on the same terms and conditions as set forth herein, unless otherwise agreed in writing by Company and the Client.

¹ See Section 8.0 herein which defines "Initial Term."

8.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to annual appropriations by the Client.

8.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for Company and the Client shall act in good faith and make every effort to give Company reasonable advance notice of any potential problem with funding or appropriations.

8.1.2 If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the Client may terminate this Agreement without penalty or liability, by providing a minimum of sixty (60) days advance written notice to Company.

8.2 TERMINATION FOR CAUSE. The Agreement may be terminated for cause under the following provisions:

8.2.1 TERMINATION BY COMPANY. Failure of the Client to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by Company upon sixty (60) days advance written notice to the Client specifying the termination effective date and identifying the “basis for termination.” The Client shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the Client shall have ten (10) days to provide a written response to Company. If the Client provides a written response to Company which provides an adequate explanation for the “basis for termination” and the Client cures the “basis for termination” to the satisfaction of the Company, the sixty (60) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to Company.

8.2.2 TERMINATION BY CLIENT. Failure of Company to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the Client who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the “basis for termination.” The Client shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice Company shall have ten (10) days to provide a written response to the Client. If Company provides a written response to the Client which provides an adequate explanation for the “basis of termination,” or cures the “basis for termination” to the satisfaction of the Client, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the Client.

8.3 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this Agreement, the Client or Company may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving 90 days advance written notice to the other Party.

8.4 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the Parties to this Agreement, the Client shall pay Company for all services rendered by Company up to the date of termination of the Agreement regardless of the Client’s failure to appropriate funds.

8.5 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this Agreement, Company shall be allowed to remove from the Jail any stock medications or supplies purchased by Company that have not been used at the time of termination. However, Client may have the option to purchase stock medications and/or supplies purchased by the Company at the Company's discretion. Additionally, upon termination of this Agreement, Client shall retain any and all completed forms, documents, and/or inventories in its possession. At the commencement of this Agreement, Company shall provide Client copies of Company's Policies and Procedures, with the understanding that such materials are proprietary to the Company. Company shall also be allowed to remove its property from the Jail including its proprietary Policies and Procedures, Manuals, Training Material, and (blank) Forms upon termination of this Agreement. Nothing herein shall be construed to require Company to provide copies of policies, procedures, manuals, training materials and/or forms to any successor provider, it being understood that such materials are proprietary to Company.

ARTICLE IX **INSURANCE**

9 INSURANCE COVERAGE. Company shall purchase and maintain throughout the term of this Agreement the types and limits of insurance set forth by the Client. Company shall require each subcontractor, if any, to carry insurance coverage equal to or exceeding the type and level of coverage required to be carried by Company. Company shall provide an appropriate Certificate of Insurance upon execution of this Agreement.

9.1 Client requires a thirty (30) day notice of cancellation, non-renewal, or change in insurance coverage. In such an event, if Company declines to cure the defect, Client may purchase additional coverage as may be necessary to meet these requirements and deduct the cost therefore from any payment due to Company.

9.2 Insurance

Requirements.

a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.

b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".

c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.

ARTICLE X **INDEMNIFICATION**

10 INDEMNIFICATION. Company agrees to defend, indemnify and hold harmless the Client and the Sheriff and their respective officers, elected officials, agents, servants and employees, from any and all

claims, actions, lawsuits, damages, judgments, liabilities and costs of any kind whatsoever, including without limitation attorney's fees and litigation expenses, arising out of (i) the negligent, reckless, willful or wanton acts and omissions of Company, its agents, officers, employees, subcontractors, or independent contractors in the operation and maintenance of the aforesaid program of health care services, as conducted by Company employees, subcontractors, independent contractors and agents, (ii) tortious acts by Company, its officers, employees, agents, subcontractors and independent contractors, (iii) personnel disputes of claims of whatsoever kind, including, but not limited to, claims involving work place injuries, involving employees, subcontractors, independent contractors and agents of Company, (iv) noncompliance by Company, its agents, employees, subcontractors or independent contractors, with any applicable laws or regulations of any governmental authority having jurisdiction over the services provided pursuant to this Agreement; and (v) Company's (including its employees, agents, subcontractors and independent contractors) performance of this Agreement and/or Company's (including its employees, agents, subcontractors and independent contractors) violation of any of the terms and conditions of this Agreement. Notwithstanding the foregoing, Company will not be responsible for any claim, action, lawsuit, damages, judgment, or liabilities to the extent it resulted from the negligent, willful or wanton acts or omissions of the Client, or their respective officers, agents, servants or employees.

To the extent allowed by law, the County agrees to indemnify and hold harmless Company, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities to the extent caused by or arising out of any negligent, reckless, willful or wanton acts and omissions of Client, its agents, or employees, other than the Company.

The indemnified party agrees to promptly (within 60 days of service of process) notify the indemnifying party in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. Failure to provide such notice shall not relieve the indemnifying party of its obligations to provide indemnification. However, the indemnified party will be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

ARTICLE XI **ACCREDITATION & LICENSURE**

- 11 ACCREDITATION. Company shall make its services under this contract comply with all applicable standards under the Maryland Commission on Correctional Standards (MCCS). For this initial contract period, Client has expressly informed Company that accreditation by the National Commission on Correctional Health Care (NCCHC) and/or the American Correctional Association (ACA) is not required.

- 11.1 Company shall submit to the Client, for each professional performing services under this agreement, proof of registration with the Maryland State Board of Medical Examiners, or other Board as appropriate, for the practice of their respective professions in the State of Maryland. Said proof shall consist of either a photostatic copy of a valid Maryland license for each professional or a photostatic copy of a valid certificate of registration with a Maryland State Board of their respective professions. Company shall also provide similar proof of valid licensure for any paraprofessional personnel rendering services pursuant to this Agreement. Failure to maintain the documentation or to provide the same upon request shall be cause for immediate termination of this agreement in the sole discretion of the Client.

ARTICLE XII **MISCELLANEOUS**

12 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the Parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Client to exercise control or direction over the manner or methods by which Company, its employees, agents or subcontractors perform hereunder, or Company to exercise control or direction over the manner or methods by which the Client and its employees, agents or subcontractors perform hereunder, other than as provided in this Agreement.

12.1 AGENCY. For purposes of asserting any statutory rights afforded to the Client to pay providers for medical services at certain reduced rates, Client designates Company as their agent to assert such rights and privileges.

12.2 EQUAL EMPLOYMENT OPPORTUNITY. Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran.

12.3 WAIVER OF BREACH. The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

12.4 FORCE MAJEURE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

12.5 MATERIAL CHANGES IN SCOPE OR CIRCUMSTANCES, OR EMERGENCY CIRCUMSTANCES. If at any time during the Term of this Agreement, Client requests a change in the scope, volume, quality/degree or quantum of services to be provided by Company, or the scope of services set out herein must materially be changed as a result of any of the following, any of which would result in an increase to the cost of providing the services or which Company notifies the Client affects Company's ability to provide the requested scope of services under the circumstances (a "**Material Change Circumstance**"), including, but not limited to any of the following:

- There is or are new, amended, and/or repealed law(s) or regulation(s) (including statutes, codes, Agency orders/memoranda and/or case law), or changes to the Client's policies, procedures, practices, or circumstances, any or all of which render performance under the Agreement partially or completely impracticable or impossible under the Agreement's existing terms;

- The United States Food and Drug Administration (“FDA”) or another regulatory body approves (or issues an emergency use authorization for) a new therapy/ies or treatment modality/ies, there are changes to legal/regulatory requirements concerning the treatment of Client’s patients, and/or changes to the applicable standard of care that materially impact the Client’s ability to provide services and/or costs under the Agreement.
- Client’s performance hereunder is impacted by any event related to a Public Health Emergency (PHE) declared pursuant to Section 319 of the Public Health Service Act, a Disaster declaration pursuant to the Stafford Act (2 U.S.C. §§ 5121-5207), or any similar announcement or proclamation made by the Federal Government or any Federal Agency, any Federally recognized Native American Tribe, or any State, Client/Parish or Local Government pursuant to an analogous provision of Federal or non-Federal law or rule (each, an “**Emergency Circumstance**”). Future changes to accreditation standards resulting in a material cost increase.

Then the Parties shall follow the procedures outlined below:

In the event of the occurrence of any **Material Change Circumstance**, upon notice from a Party, the Parties shall meet and in good faith re-negotiate the terms of this Agreement. Neither Party shall unreasonably delay or withhold consent to such negotiations, or the proposed modifications resulting from such negotiations. In the event the Parties are not able to reach mutually acceptable changes to the Agreement after thirty (30) days, either Party may thereafter terminate the Agreement without cause upon providing ninety (90) days’ notice thereafter.

12.6 ASSIGNMENT. Except as otherwise provided herein, no Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties.

12.7 NOTICES. Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the Parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below; (c) upon receipt when transmitted via e-mail addressed to an e-mail address listed above; or (d) upon confirmation of receipt if sent by facsimile to the fax number of the Party listed below:

If for Company:
 Alex Mohseni, M.D.
 President
 CFG Health Systems, L.L.C.
 250 Century Parkway, Suite 250
 Mount Laurel, NJ 08054
 Email: amohseni@cfghealth.com

With an e-mail copy to: lguerrero@cfghealth.com, or any substitute e-mail address provided by Company pursuant to a change of notice as provided under this Section.

If for Client:
 Warden, Worcester County Jail
 5022 Joyner Road
 Snow Hill, MD 21863

With an e-mail copy to: rleslie@worcestermd.gov or any substitute e-mail address provided by Company pursuant to a change of notice as provided under this Section.

Such address may be changed from time to time by either Party by providing written notice as provided above.

12.8 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to the conflicts of laws or rules of any jurisdiction.

12.9 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other than any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

12.10 SURVIVAL. The following provisions will survive any termination or expiration of the Agreement: Article XI.

12.11 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

12.12 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

12.13 SEVERABILITY. In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

12.14 ENTIRE AGREEMENT. This Agreement, with any incorporated Exhibits and/or attachments, constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and Agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

[SIGNATURES ON FOLLOWING PAGE]

AGREED TO AND ACCEPTED AS STATED ABOVE

CLIENT

Name: _____
Title: _____
Date: _____

CFG HEALTH SYSTEMS, L.L.C.

Name: _____
Title: _____
Date: _____

**EXHIBIT A
STAFFING MATRIX**

Worcester County Staffing Matrix									
Position	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total Hrs.	FTEs
Day Shift Staffing (7:00 AM-3:30 PM)									
Health Services Administrator (RN)		8	8	8	8	8		40	1.00
Administrative Assistant		8	8	8	8	4		36	0.90
Site Medical Director						2		2	0.05
Nurse Practitioner					4			4	0.10
Charge RN		8	8	8	8	8		40	1.00
Registered Nurse (RN)	8						8	16	0.40
Licensed Practical Nurse		8	8	8	8	8		40	1.00
CNA/Cert Med Tech	8						8	16	0.40
Mental Health Coordinator		8	8	8	8	8		40	1.00
APN			4		4			8	0.20
Dental Assistant/Hygienist							0	0	0.00
Dentist							0	0	0.00
Day Shift Total								<u>246</u>	<u>6.05</u>
Evening Shift Staffing (3:00PM - 11:30 PM)									
Registered Nurse (RN)	8	8	8	8	8	8	8	56	1.40
Licensed Practical Nurse	8	8	8	8	8	8	8	56	1.40
Evening Shift Total								<u>112</u>	<u>2.80</u>
Night Shift Staffing (11:00PM - 7:30 AM)									
Registered Nurse (RN)	8	8	8	8	8	8	8	56	1.40
Licensed Practical Nurse	8	8	8	8	8	8	8	56	1.40
Night Shift Total								<u>112</u>	<u>2.80</u>
GRAND TOTAL								470	11.65

EXHIBIT B

**Worcester County, MD pricing proposal inclusions:**

- ✧ **As needed Dentist and Dental Hygienists clinics**
- ✧ **All Dental equipment, chair, sterilization, and tools**
- ✧ **MAT services for induction and continuation**
 - Methadone Maintenance/continuation
 - Suboxone induction and continuation
 - Other partial agonists and antagonists treatment
- ✧ **Refreshed staffing matrix providing national accreditation compliance**
- ✧ **Start up/transition costs**
- ✧ **Off-site specialty services**
- ✧ **Administrative on-call costs**
- ✧ **Direct Access to CFG Specialty Board providers potentially lowering costs**
 - Wound Care
 - Surgical Podiatry
 - OB/GYN
 - Optometry/Optical Services
 - Forensic Evaluations
 - Orthopedics
 - Psychiatry
- ✧ **Telemedicine (Medical and BH clinics and on-call)**
- ✧ **CFG Regional Director of Operations**
- ✧ **All medical supplies and equipment**
- ✧ **Office supplies including hardware**
- ✧ **Durable Medical Equipment**
- ✧ **EMSAR for assessment and equipment maintenance**
- ✧ **Repair/replacement of all medical equipment**
- ✧ **Medicaid Application Assistance**
 - Our intake teams are certified by the Maryland Health Connection as navigators. They focus on identifying eligibility for government benefit support and connecting detainees to community resources such as housing, food access, and employment opportunities upon release. With detainee consent, navigators gather key demographic information and submit Medicaid applications to secure coverage. CFG is committed to providing this same level of support and seamless access to care at WCDC.
- ✧ **Medical Waste**

- ❖ **Pharmaceutical Waste**
 - ❖ **Pharmacy**
 - ❖ **MCCS readiness via Corporate Compliance Coordinator**
 - ❖ **Translation services including ASL**
 - ❖ **Training and Education for CFG and Custody staff including PPD/TST plants**
 - ❖ **CorEMR license and integration fees**
 - ❖ **Correctional Audit Billing System (CABS) -claims processing and auditing**
 - ❖ **Access to Informatics team for reporting and analytics**
 - This team is a dedicated group of Registered Nurses on the Corporate Support Network with specialized expertise in clinical and operational workflow optimization, EMR systems, and data-driven decision-making. Our team excels at implementing automation, standardization, and process improvements to drive efficiency and ensure compliance in correctional healthcare environments. We work seamlessly with cross- functional teams to lead system implementations and align workflows with organizational goals.
 - The CFG Informatics Team is dedicated to improving efficiency, accuracy, and compliance through standardization, streamlined workflows, and a focus on data-driven insights. Below are the key focus areas that drive end-user success:
 - ❖ **Standardization of Workflows and Data Entry:** We implement uniform documentation standards to streamline clinical workflows, reduce redundancy, and improve consistency. This includes maintaining a robust, stand-alone product downtime readiness plan to ensure continuity of care.
 - ❖ **End-User Training and Onboarding:** Our structured onboarding and offboarding procedures ensure that new hires are quickly up to speed with EHR system workflows and that departing staff follow secure processes to maintain data integrity. We also offer ongoing training to support system updates and process improvements.
 - ❖ **Enhanced and Centralized Reporting:** We maintain a centralized reporting system that improves data accessibility, facilitates trending analytics, and supports real-time reviews for leadership and facility partners.
 - ❖ **Uniform Data Collection:** We establish standardized data collection frameworks that align with regulatory requirements and organizational objectives, ensuring data integrity and consistency.
 - ❖ **CFG Generated Reports submitted by HSA or designee**
- Monthly Reports**
- ❖ **Position Control & Staffing Status:** Includes hires, terminations, open positions, and staff changes, along with filled/vacant FTEs and overtime utilization.
 - ❖ **Specialty Referral Status Report:** Tracks all on- and off-site specialty care referrals, scheduling progress, and any cancellations or delays.
 - ❖ **Performance Indicator & Quality Assurance Summary:** In alignment with MCCS and any additional WDCDC-defined metrics, this narrative and statistical report will outline clinical activity, critical incidents, deaths (with cause, date, and circumstances), and corrective actions.
 - ❖ **Continuous Quality Improvement (CQI):** Includes CQI meeting minutes, sentinel event reviews, morbidity and mortality trends, and documented quality initiatives.
 - ❖ **Drug Utilization and Pharmacy Review:** Detailed medication usage, prescribing trends, and formulary compliance analysis.
 - ❖ **On-Call Schedule:** Includes current 24/7 clinical and administrative leadership contact information, updated monthly.

Quarterly Reports

- ❖ **Accreditation & Compliance Summary:** Status update on MCCS standards, any site audits, and corrective action plans.
- ❖ **Litigation/Legal Activity Summary:** Reports on any pending litigation, notice of claims, or potential liability matters relating to care delivery at WCDC.

Annual Reports

CFG will submit an annual report reflecting a comprehensive review of monthly data and key trends. This report will:

- ❖ Summarize utilization statistics, staffing performance, incident response, and CQI outcomes
- ❖ Provide a narrative of major accomplishments, challenges and mitigation efforts

- ✧ Include recommendations for programmatic enhancements, policy revisions, or resource optimization
- ✧ Include a compensation and benefits report summarizing ranges and averages for personnel, excluding independent contractors
- ✧ Submit a Management Plan outlining our strategic goals, short-term initiatives, and long-term projections, accompanied by quarterly progress updates
- ✧ Include a formal Peer Review with any associated corrective action plan

Additional Reporting Commitments

CFG will comply with all regulatory reporting requirements, including:

- ✧ Reportable Diseases
- ✧ Regulatory Citations from OSHA or other governing agencies
- ✧ Special Incident Reports, including:
 - Missed assessments or delayed physical exams
 - Delays in medication administration or sick call responsiveness
 - Disruption in service delivery due to facility-based barriers
 - Suicide attempts, self-harm, or behavioral health crises—accompanied by full analysis and preventive action plans
- ✧ Litigation Reports:
 - In any instance of litigation or claim, CFG will immediately submit a full incident report, copies of relevance records, and an analysis of any needed policy changes. We understand the County reserves approval rights for selected legal representation.
- ✧ Special Reports:
 - Prepared upon request of the Director or designee, tailored to the issue or initiative at hand.

CFG uses a single, cloud-based reporting hub to capture data from every facility we serve. Built on Microsoft 365, Azure, and SQL, the system lets our Informatics team pull, analyze, and trend information automatically, so metrics are always current and presented in consistent format.

Real-time and periodic dashboards are accessible to both medical and custody staff and feed directly into our regular CQI, MAC, Infection Control, and Monthly staff meetings.

- ✧ **RL Datix - Risk Management Information System**
- ✧ **CPR/ACLS/Delegating Nurse Instructor certification and recertification**
- ✧ **Complete access to HealthStream - CFG Learning Management System**
- ✧ **Access to First Call IV Pharmacy – same day specialty drug support**

National, ACHC-accredited reach. First Call maintains more than **10,000 health- network affiliations** and is fully accredited by the Accreditation Commission for Health Care (ACHC), ensuring every sterile infusion meets the highest quality and safety standards.

“One-call, 24-hour” fulfillment. A live, centralized intake team (no phone trees) coordinates hard-to-source or last-minute IV and specialty medications and **guarantees shipment to the facility within 24 hours**, eliminating costly emergency transports or hospital admissions caused by drug stock-outs.

True backup pharmacy. Because the service covers all U.S. regions, CFG can initiate therapy for any incarcerated

individual who is transferred, newly booked, or experiences an acute change in condition without supply-chain delays.

Financial impact. Fast in-house delivery reduces reliance on premium “stat” hospital pharmacies and minimizes wastage fees for partially used doses, converting what are typically high-margin rush charges into **budget-neutral internal inventory**.

Why it matters to WDC: By embedding First Call IV Pharmacy into daily operations, CFG guarantees uninterrupted access to critical infusions while shielding the County from avoidable overtime, transport, and hospital markup costs, delivering both superior patient outcomes and measurable fiscal stewardship.

✧ **Access to CFG Health proposal/grant writer**

- Partnering with the County to identify and implement innovative models of care and confinement that reduce recidivism and strengthen community linkages. To further this commitment, CFG has engaged a dedicated Grant Writer, John Newby, who will actively collaborate with Worcester County to seek funding for these initiatives, maximizing available resources and driving impactful change.

✧ **Routine and Stat Laboratory services**

✧ **Radiology Services**

✧ **CLIA waiver and permits**

✧ **OmniSure – third party Risk Assessment management group**

- OmniSure is an independent perspective on risk management and quality, CFG has partnered with **OmniSure to conduct third-party OnSight® Risk Assessments** across our facilities. These assessments evaluate our risk management and quality improvement processes, delivering a comprehensive report with tailored recommendations for further improvement. This external review complements CFG’s internal efforts, supporting better decision-making, risk mitigation, and continuous enhancement of care delivery.

✧ **Organization with less than 1% litigation**

✧ **Participation as Patient Safety Organization/Facility**



Exhibit C

ADP Overage Calculation Example

Month	<u>July</u>																														
Day of Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Daily Pop	132	132	132	132	132	132	132	132	132	133	133	133	131	132	132	132	132	132	133	133	133	136	136	136	136	136	136	136	137	137	137

Average Daily Population	134
Base Population	<u>132</u>
Difference	2 A
Per Diem Rate	\$ 3.17 B
Calendar Days per Month	<u>31</u> C
Amount Owed to CFG	\$152.16 A*B*C



Exhibit D

Annual Cost Increase Ledger

	<u>Annual Base</u>	<u>Per Diem</u>	<u>Annual Increase</u>
Cost proposal at 132 ADP - YEAR 1	\$ 1,799,992	\$ 3.17	
Cost proposal at 132 ADP - YEAR 2	\$ 1,867,492	\$ 3.29	3.75%
Cost proposal at 132 ADP - YEAR 3	\$ 1,928,185	\$ 3.40	3.25%
Cost proposal at 132 ADP - YEAR 4	\$ 1,961,928	\$ 3.46	1.75%
Cost proposal at 132 ADP - YEAR 5	<u>\$ 1,996,262</u>	\$ 3.52	1.75%
	\$ 9,553,859		

September 18, 2025

Timothy Mulligan, Warden
Worcester County Jail
5022 Joyner Road
Snow Hill, MD 21863

Re: December 1, 2025 Extension for the Inmate Medical Services Agreement

Greetings Warden Mulligan:

The current Agreement between Worcester County and WPMed ended on June 30, 2025. At the County's request, WPMed agrees to extend the Agreement for an additional period beginning July 1, 2025 through December 1, 2025.

The Parties agree that the Management Fee cost for administering the County's medical care program will continue to be billed in equal monthly installments of **\$22,855.42** during the extension period. The anticipated pass-through costs will continue to be billed at **\$129,005.92** per month and subject to any reconciliations to match the County's actual costs. If the County's costs exceed the monthly estimate, WPMed will be due a credit. If the County's costs are lower, WPMed will reimburse the County for the difference. Each monthly payment is to be made on or before the first day of the month of service.

All other terms of the current Agreement shall remain in full force and effect and remain unchanged for the extension period.

We appreciate our partnership with Worcester County, and we look forward to continuing our important work in the years ahead. Should you have any questions, please do not hesitate to contact Michelle Autrey, Regional Director of Operations, at 443-944-2131.

To move forward, please sign below to indicate the County's acknowledgement and acceptance of the extension and email a signed copy to Andrea Knox at akknox@wellpath.us.

Sincerely,



Erik Hamnes
Division President

AGREED TO AND ACCEPTED AS STATED ABOVE:

WORCESTER COUNTY, MD

By: _____

Name: _____

Title: _____



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: Weston Young, Chief Administrative Officer
 FROM: Kim Reynolds, Budget Officer *Kimberly Reynolds*
 DATE: September 30, 2025
 SUBJECT: Fiscal Year 2025 Budget Transfer and Encumbrance Requests

As part of the General Fund annual audit, departments and external agencies are required to submit year-end budget transfer requests to consolidate accounting into a single journal entry. Throughout the fiscal year, department directors and agency heads must monitor accounts for potential overages and submit transfer requests at year end to cover unforeseen expenditures.

For FY2025, the total budget transfer request amounts to \$4,724,250, as detailed on pages 2–9. This includes a transfer of \$4,500,000 from Interfund to Economic Development to streamline accounting for the Riddle Farm Bypass and Rehabilitation projects.

Additionally, the Reserve for Encumbrances is a required audit component, ensuring funds are committed for contracts and purchase orders extending into the next fiscal period. Expenses incurred in July and August are recorded back to June 30, 2025, and any open encumbrances at year-end are reserved in the fund balance.

Following a review of departmental and agency submissions, adjustments have been made where necessary. The total FY2025 encumbrance request is \$8,621,698 outlined as follows:

- Page 10 – Part A: \$8,551,514 for approved projects with purchase orders and committed expenditures.
 - Includes \$524,913 in grant-funded expenditures covered by grant revenue.
 - Includes \$622,182 in public safety capital funded by the Casino/VLT Fund.
- Page 11 – Part B: \$70,184 for consulting services and an easement match commitment.

All proposed purchases must comply with procurement regulations. Purchases exceeding \$25,000 require review by the county procurement officer and approval by the County Commissioners.

Attachments:

- Budget Transfers – pages 2-9
- Encumbrance Requests – pages 10-11



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: Weston Young, Chief Administrative Officer
 FROM: Kim Reynolds, Budget Officer
 DATE: September 29, 2025 *Kimberly Reynolds*
 SUBJECT: Fiscal Year 2025 Budget Transfer and Encumbrance Requests

As part of the General Fund annual audit, departments and external agencies are required to submit year-end budget transfer requests to consolidate accounting into a single journal entry. Throughout the fiscal year, department directors and agency heads must monitor accounts for potential overages and submit transfer requests at year end to cover unforeseen expenditures.

For FY2025, the total budget transfer request amounts to \$4,724,250, as detailed on pages 2–9. This includes a transfer of \$4,500,000 from Interfund to Economic Development to streamline accounting for the Riddle Farm Bypass and Rehabilitation projects.

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Following a review of departmental and agency submissions, adjustments have been made where necessary. The total FY2025 encumbrance request is \$8,621,698 outlined as follows:

- Page 10 – Part A: \$8,551,514 for approved projects with purchase orders and committed expenditures.
 - Includes \$524,913 in grant-funded expenditures covered by grant revenue.
 - Includes \$467,969 in public safety capital funded by the Casino/VLT Fund.
- Page 11 – Part B: \$70,184 for consulting services and an easement match commitment.

All proposed purchases must comply with procurement regulations. Purchases exceeding \$25,000 require review by the county procurement officer and approval by the County Commissioners.

Attachments:

- Budget Transfers – pages 2-9
- Encumbrance Requests – pages 10-11

ITEM 20

FY2025 GENERAL FUND BUDGET TRANSFER REQUEST			DUE: September 16, 2025	
Department Name/Number: Commissioners/1001			Whole Dollars Only, Round UP to nearest Dollar	
Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1 Uniforms & Personal Equipment - Uniforms	100.1001.6150.050	341		Additional logo shirts ordered for new employees in FY25
2 Advertising - Legislative Advertisements	100.1001.6900.030		(341)	Savings in advertising to cover uniforms
3 Legal Services - County Code	100.1001.6510.035	896		Rising cost in county code
4 Advertising - Legislative Advertisements	100.1001.6900.030		(896)	Savings in advertising to cover county code expenses
5 Building Site Expenses - Telephone	100.1001.6550.270	56		Increasing cost of telephone exp
6 Advertising - Legislative Advertisements	100.1001.6900.030		(56)	Savings in advertising to cover telephone expenses
Department Name/Number: Circuit Court/1002			Whole Dollars Only, Round UP to nearest Dollar	
Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1 Building Site Expenses, Building Site Expenses-Cable	101.1002.6550.028	52		funds needed to cover cable services
2 Supplies and Equipment, Supplies and Equipment Office Furniture	100.1002.6110.280		(52)	office furniture savings to cover cable services
Department Name/Number: Treasurer/1005			Whole Dollars Only, Round UP to nearest Dollar	
Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1 Building Site Expenses Telephone	100.1005.010.6550.270	323		Slightly higher than anticipated phone expenses for FY25
2 Advertising Legal Advertisements	100.1005.010.6900.025	27		Funds needed to cover cost of bid posting for External Audit RFP
3 Consulting Services Programming	100.1005.010.6530.110		(350)	Consulting savings needed to cover phone and advertising expenses

ITEM 20

Department Name/Number: Elections/1006			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Uniforms & Personal Equipment	100.1006.6150.050	79		Overage in Uniform & Personal Equipment
2	Building Site Expenses - Pest Control	100.1006.6550.180		(79)	Account savings to cover Personal Equipment & Uniform Account
3	Other Maint & Svcs. - Relocation Expense	100.1006.6700.550	1,139		Overage in Relocation Expense
4	Building Site Expenses - Office Rent	100.1006.6550.170		(1,139)	Account savings to cover Relocation Expense
Department Name/Number: Human Resources/1007			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Consulting Services, Physicals, Shots & Drug Testing	100.1007.090.6530.080	3,169		Funds needed to cover more physicals, DOT renewal physicals, and drug testing
2	Administrative Expense Background Checks	100.1007.090.6100.050		(3,169)	Background check savings to cover overage on physicals and drug testing
3	Supplies & Equipment Computers & Printers	100.1007.090.6100.090	151		Funds needed to cover computer expenses
4	Administrative Expense Background Checks	100.1007.090.6100.050		(151)	Background check savings to cover overage on computer equipment
Department Name/Number: DRP/1008			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Advertising - Legal Advertisements	100.1008.6900.025	1,558		Funds needed to cover legal advertisement over expenditure
2	Travel, Training & Expense - Board Member Allowance	100.1008.7000.020		(1,558)	Funds needed to cover legal advertisement over expenditure
Department Name/Number: Environmental Programs/1010			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Uniforms and Personal Equipment	100.1010.6150.050	784		Clothing and safety clothing for staff
2	Supplies and Equipment Safety Program Equipment	100.1010.6110.340		(784)	Savings in Supplies & Equipment to cover overage in uniforms
3	Building Site Expenses Cleaning Contract	100.1010.6550.040	318		There was an unanticipated extra billing for services
4	Administrative Expenses Office Supplies	100.1010.6100.190		(318)	Savings in Office Supplies to cover overage in cleaning contract

ITEM 20

Department Name/Number: Other General Govt/1090					Whole Dollars Only, Round UP to nearest Dollar
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Other Maint & Svcs - Internet	100.1090.020.6700.250	1,298		Overage of internet service exp
2	Consulting Services - Programming	100.1090.020.6530.110		(1,298)	Savings in consulting to cover internet expense overage
Department Name/Number: Sheriff/1101					Whole Dollars Only, Round UP to nearest Dollar
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Advertising	100.1101.030.6900.040	530		funds needed to cover overage in Advertising (Personnel Advertising)
2	Building Site Expenses	100.1101.030.6550.090		(530)	savings in Building Site Expenses (General Maintenance Repairs) to cover overage in Advertising (Personnel Advertising)
Department Name/Number: Emergency Services/1102					Whole Dollars Only, Round UP to nearest Dollar
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	BUILDING SITE EXPENSES-TELEPHONE	100.1102.044.6550.270	19,468		OVERAGE IN BUILDING SITE EXPENSES
2	EQUIPMENT MAINTENANCE - RADIO MAINT CONTRACT	100.1102.044.6130.050		(19,468)	SAVINGS TO COVER EMERGENCY GEN COSTS
3	BUILDING SITE EXPENSES - GENERATOR SERVICE & REPAIRS	100.1102.045.6550.100	28,013		FUNDS NEEDED TO COVER EMERGENCY GEN COSTS
4	EQUIPMENT MAINTENANCE - RADIO MAINT CONTRACT	100.1102.044.6130.050		(28,013)	SAVINGS TO COVER EMERGENCY GEN COSTS
Department Name/Number: Worcester County Jail/1103					Whole Dollars Only, Round UP to nearest Dollar
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Building Site Expenses - Heating Fuel	100.1103.6550.110		(46,412)	To cover funds needed for other line item expenses
2	Administrative Expenses - Background Checks	100.1103.6100.050	359		Funds needed to cover background checks
3	Equipment Maintenance - Copier Lease	100.1103.6130.010	2,539		Funds needed to cover copier lease & software maintenance expense
4	Uniform & Personal Equipment - Uniforms	100.1103.6150.050	2,492		Funds needed to cover uniforms for new hires
5	Consulting Services - Psychological Svcs	100.1103.6530.115	4,800		Funds needed to cover Psychological services for new hires

ITEM 20

6	Vehicle Operating Expenses - Vehicle Maint	100.1103.6540.030	2,203		repairs and fuel for increased trips across the bridge for medical transportation
7	Training & Expenses - Educational Training	100.1103.7000.060	10,484		Funds needed to cover new hire training and current staff training
8	Capital Equipment	100.1103.9010.060	1		Funds needed to cover the .70 over for grass cutter purchase.
9	Inmate Expenses - Food Services	100.1103.6190.010	23,534		Funds needed to cover inmate food services
10	Supplies & Equipment - Law Enforcement Equip	100.1103.6110.190		(1,543)	To cover funds needed for inmate food item expenses
11	Inmate Expenses	100.1103.6190.010	1,543		Funds needed to cover inmate food services
12	Other Maint, & Svcs - Prison Labor	100.1103.6700.700		(3,405)	To cover funds needed for inmate food item expenses
13	Inmate Expenses - Food Services	100.1103.6190.010	3,405		Funds needed to cover inmate food services

Department Name/Number: Fire Marshal's Office/1104

Whole Dollars Only, Round UP to nearest Dollar

	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Vehicle Operating Expenses Fuel/Maintenance	100.1104.6540.030	10,707		Increase due fuel/maintenance cost
2	Administrative Expense	100.1104.6100.100		(2,732)	Transfer to cover 100.1104.6540
3	Administrative Expense - paper	100.1104.6100.210		(134)	Transfer to cover 100.1104.6540
4	Consulting Services	100.1104.6530.080		(7,841)	Transfer to cover 100.1104.6540
5	Building Site Expenses	100.1104.6550	29		Increased Service Fees
6	Uniforms & Personal Equipment Uniforms	100.1104.6150		(29)	Transfer to cover 100.1104.6550

Department Name/Number: Roads/1202

Whole Dollars Only, Round UP to nearest Dollar

	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Equipment Maintenance - Copier lease	100.1202.6130.010	347		Funds to cover increase in copy services
2	Equipment Maintenance - Management System	100.1202.6130.055	236		Increase for Pub Works annual fee

ITEM 20

3	Equipment Maintenance - Software Upgrades	100.1202.6130.075	1,475		Approved over-expenditure 9/3/24 for mechanic scan tool software upgrade
4	Building & Site Expenses - Electricity	100.1202.6550.060	4,830		Increase in electricity costs
5	Building & Site Expenses - General Maintenance Repairs	100.1202.6550.090	1,573		Funds to cover increase in building repairs/maintenance
6	Building & Site Expenses - Pest Control & Termite Inspection	100.1202.6550.180	3,998		Funds needed to cover pest control at all 3 Roads shops and termite infestation at Pocomoke Shop
7	Road Maintenance	100.1202.6600.040	11,046		Increase in roads maintenance and HUR to OP
8	Road Maintenance Materials - Blacktop	100.1202.6140.010		(23,505)	Savings left over from Blacktop Contract
Department Name/Number: Public Works/1203		Whole Dollars Only, Round UP to nearest Dollar			
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Vehicle Operating Expenses	100.1203.220.6540.030	434		Funds needed to cover coverage on vehicle repair's and fuel use.
2	Equipment Maintenance	100.1203.220.6130.075		(434)	Equipment maintenance savings to cover vehicle operating expenses.
3	Other Maint. & Services	100.1203.220.6700.050	149		Funds needed to cover coverage on landfill tipping fees for tire disposal.
4	Uniforms & Personal Equipment	100.120.200.6150.050		(149)	Uniform savings to cover other maint & services.
5	Consulting Services	100.1203.200.6530.065	29,993		Approved over-expenditure for PFAS testing of groundwater at closed landfills (\$44,040); In addition, there were \$20,635.98
6	Building Site Expenses	100.1203.200.6550.043		(29,993)	Saving from closed landfill building site expenses. Repairs conducted by in-house mechanic Cody White allowed for less outside contractor
7	Advertising	100.1203.200.6900.025	896		required as part of USDA grants including Lewis Road and St. Martin's by the Bay
8	Supplies & Equipment	100.1203.200.6110.090		(896)	Savings from supplies and equipment to cover coverage in Fleet
9	Fleet Services	100.1203.220.6750.010	4,789		to employee labor hours charged for work and rollover work during budget year change.
10	Building Site Expenses	100.1203.200.6550.043		(3,289)	Saving from building site expense to cover coverage in Fleet
11	Travel, Training, & Expense Continuing Education / Certification	100.1203.200.7000.100		(1,500)	Travel training savings to cover overage in Fleet

ITEM 20

Department Name/Number: HOCC/1205			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Uniforms & Personal Equipment	100.1205.6150.050	256		Overage due to new employees' uniforms.
2	Administrative Expenses	100.1205.6100.010		(256)	Savings from office supplies covers overage of new employees' uniforms
Department Name/Number: Recycle/1206			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Building Site Expenses	100.1206.6550.280	6,519		Overage due to unforeseen building repairs/maintenance needed.
2	Vehicle Operating Expenses	100.1206.6540.020		(6,519)	Funds available due to less vehicle repairs than anticipated.
3	Other Maint & Services	100.1206.6700.620	2,326		Overage due to unforeseen building repairs/maintenance needed.
4	Vehicle Operating Expenses	100.1206.6540.020		(2,326)	Funds available due to less vehicle repairs than anticipated.
Department Name/Number: Health Dept/1301			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Other Maint. & Svcs - Internet Service	100.1301.300.6700.250	4,018		Funds needed to cover the cost of maintenance internet service expense
2	Building Site Expenses - Electricity	100.1301.300.6550.060		(4,018)	Building site savings to cover maintenance and services expense
Department Name/Number: Library/1603			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Other Maintenance & Services	100.1603.310.6700.250	2,205		funds need to cover additional and internet services at the temporary Pocomoke library
2	Legal Services	100.1603.200.6510.085	137		funds needed to review new legislation
3	Equipment Maintenance	100.1603.200.6130.030		(2,342)	Savings in Shared Computer System to cover Legal & Maint

ITEM 20

	Department Name/Number: Extension Office/1701		Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Administrative Expenses - Office Supplies	100.1701.6100.190		(749)	Savings in office supplies to cover copier lease
2	Equipment Maintenance - Copier Lease	100.1701.6130.010	749		Overage in copier lease
	Department Name/Number: Economic Development/1801		Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Equipment Maintenance	100.1801.6130.060	2,609		Overage in Software Licensing
2	Consulting Services	100.1801.6530.040		(2,609)	Savings in Consulting to cover overage in Equipment Maintenance
3	Capital Equipment - Other WWW Equipment	100.1801.9010.090	4,500,000		Economic Development Capital Equipment WWW for Riddle Bypass & WWW Upgrade
4	Transfer Out - Transfer to Other Funds	100.1985.8100.010		(4,500,000)	Transfer from Interfund to Economic Development Capital Equipment WWW
	Department Name/Number: Tourism/1803		Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Advertising: Advertising Supplemental Advertising	100.1803.200.6900.052	14,054		Overage on advertising partially covered by grant funds need additional funds from consulting to
2	Consulting Services: Consulting Services	100.1803.200.6530.180		(10,763)	Use savings in consulting to cover advertising costs.
3	Travel, Training & Expense	100.1803.200.7000.100		(3,291)	Use savings in travel, training to cover advertising costs.
4	Supplies & Equipment	100.1803.200.6110.393	9,283		Overage in Supplies and Equipment
5	Consulting Services: Consulting Services	100.1803.200.6530.180		(9,283)	Savings in consulting services to cover overage in supplies & equipment
6	Building Site Expenses	100.1803.200.6550.170	1,270		Overage in rent & electricity
7	Equipment Maintenance	100.1803.200.6130.010		(44)	Savings in Equipment Maintenance to cover building site expenses
8	Uniforms & Personal Equipment	100.1803.420.6150.050		(41)	Savings in uniforms to cover building site expenses

ITEM 20

9	Administrative Expense	100.1803.200.6100.100		(834)	Savings in admin expense to cover building site expenses
10	Travel, Training & Expense	100.1803.200.7000.100		(351)	Savings in travel training to cover building site expenses
11	Vehicle Operating Expenses	100.1803.200.6540.020	760		Overage in fuel expense
12	Travel, Training & Expense	100.1803.200.7000.100		(760)	Savings in travel training to cover fuel expenses
	TOTAL TRANSFER REQUEST		\$4,724,250	(\$4,724,250)	

FY2025 BUDGET ENCUMBRANCE REQUEST

A ENCUMBRANCE REQUEST-CURRENTLY APPROVED PROJECTS (UNCOMPLETED AT 6/30/25):

	Department	General Ledger Account No.	Project Description	Remaining funds to Encumber as of 6/30/25	Meeting Date Approved by Commissioners
1	DRP	100.1008.6530.040	Consulting Services - Comprehensive Plan	17,702	PO#2024-00000068
* 2	DRP	100.1008.6180.040	CDBG Grant - Housing Study	12,475	PO#2025-00000147
3	Other General Govt	100.1090.070.6130.070	Granicus, LLC - One Meeting Management Software	10,182	PO#2025-00000159
* 4	Other General Govt	100.1090.070.6160.400	ARPA Grant - Maryland Broadband Cooperative	100,000	PO#2025-00000103
5	Other General Govt	100.1090.070.9010.040	Capital Equipment IT Equip - IT Camera Project	2,500,000	FY25 Budget Amendment Cameras
6	Sheriff's Office	100.1101.030.6150.050	Howard Uniform Company, Inc.	19,079	PO#2025-00000187
7	Sheriff's Office	100.1101.030.9010.020	Public Safety Equipment for FY25 Vehicles received & ready to be installed	154,213	Approved in FY25 budget
8	Sheriff's Office	100.1101.040.9010.060	Animal Control - Cover for incinerater shelter (waiting on MDE use permits)	3,400	Approved encumbrance in FY24/25
9	Sheriff's Office	100.1101.030.6150.010	Bullet Proof Vests	2,601	PO#2025-00000165
10	Sheriff's Office	100.1101.030.9010.010	Vehicles budgeted in FY25 received in FY26	451,337	FY25 Approved Budget
11	Emergency Services	100.1102.044.9010.020	Capital Equipment Budgeted in FY25 received in FY26	16,632	FY25 Approved Budget
12	Emergency Services	100.1102.044.6110.320	Eastern Comms - Radio Shop Supplies	3,235	PO#2025-00000181
13	Roads	100.1202.9010.010	Capital Equipment - Tandem Dump Truck	269,991	PO#2025-00000061
14	Roads	100.1202.6600.025	Engineering Services - Gum Point Road	6,459	PO#2025-00000148
15	Public Works - Admin	100.1203.200.6530.040	Consulting Services - Core & Main LP - Neptune Meter Setup & Training	7,500	PO#2025-00000136
16	Public Works - Admin	100.1203.200.6530.170	Consulting - George Miles & Buhr - Refuge at Windmill Creek Force Main Discharge	1,800	PO#2025-00000030
17	Public Works - Admin	100.1203.200.6530.170	Consulting - Davis Bowen & Friedel - Proposal for Newark Water Treatment Plant Upgrade	4,445	PO#2025-00000038
18	Public Works - Admin	100.1203.200.6530.170	Consulting - George Miles & Buhr - Engineering Services to Complete a PER for Mystic	1,805	PO#2025-00000121
19	Public Works - Admin	100.1203.200.6530.170	Consulting - EA Engineering Science - 2 grant applications funding for new emergency generators	5,000	PO#2025-00000202
20	Recycling	100.1206.9010.070	Capital Equipment - Eastern Lift Truck New Forklift	49,985	PO#2025-00000050
21	Other Social Services	100.1402.7100.137	County Grant PCDC/Davis Strategic Solutions	51,282	FY25 Budget Amendment
* 22	Parks	100.1602.500.6160.241	Grant Program New Park Development - All Recreation Showell Playground	184,333	PO#2025-00000169
* 23	Parks	100.1602.500.6160.241	Grant Program New Park Development - All Recreation Showell Playground	18,737	PO#2025-00000193
* 24	Economic Development	100.1801.6160.151	Tri County Grant - George Miles & Buhr - Riddle Farm WWTP Construction	209,369	PO#2025-00000051
25	Economic Development	100.1801.9010.090	Capital Equipment - Other WWW Equipment	4,434,505	\$2.5M for Riddle WWTP Upgrades & \$2M for Riddle Bypass Interconnect
26	Grants to Towns-Pocomoke	100.1902.100.7100.193	City of Pocomoke Restricted Grant - updates to log cabin	15,447	Log Cabin - decking, floors, bathroom
* Number 2, 4, 22, 23 & 24 are covered by grant funding				Sub-Total Part A:	8,551,514

ITEM 20

B ENCUMBRANCE REQUEST-OTHER (PLEASE EXPLAIN)

	Department	General Ledger Account No.	Project Description	Encumbrance \$ Request as of 6/30/25	Detailed Description
1	DRP	100.1008.6530.040	Consulting Services - Comp Planning work sessions	20,184	Per Commissioner request- Comp Planning Worksessions
2	Natural Resources	100.1702.7130.040	Matching Appropriation - MALPF	50,000	MALPF Easement match committed (match letter signed by Commissioners on 3/26/25)
3					
4					
Sub-Total Part B:				70,184.00	

Total All Parts: 8,621,698



The Worcester Commission on Aging provides programs and services that support the quality of life, independence and health goals desired and needed by Worcester County's senior residents.

MEMO

TO: Worcester County Commissioners

RE: FY25 Over Expenditures

DATE: September 23, 2025

WorCOA is requesting the approval of \$9,975.70 in over expenditures for the fiscal year 2025. This amount is the net deficit of multiple line item expenses that are paid directly by the County on behalf of WorCOA, primarily for the upkeep and maintenance of the four County facilities used by WorCOA for the delivery of its services. Included are repairs, cleaning, custodial supplies, building and grounds maintenance, utilities and vendor fees for floor cleaning, pest control, fire alarm testing, security monitoring and fire extinguishers.

Budget projections for these expenditures are based on prior years' costs. The FY25 costs for the various line items exceeded the net total of what was projected.

Worcester Commission on Aging

Coast Villages • River Oaks Day Center • Senior Care • Senior Ride • Caregiver Services • Meals On Wheels • Congregate Meals
Berlin 50plus Center • Ocean City 50plus Center • Pocomoke City 50plus Center • Snow Hill 50plus Center

4767 Snow Hill Road • PO Box 159 • Snow Hill, Maryland 21863

410.632.1277 • FAX 855.230.5496 • info@worcoa.org • www.worcoa.org

MEMORANDUM

TO: Worcester County Commissioners

CC: Weston Young CAO; Candace Savage, Deputy CAO

FROM: Melanie Pursel, Director, Office of Tourism and Economic Development

DATE: September 16, 2025

RE: Continued Support for the Stop Offshore Wind Campaign

Dear Commissioners,

The attached summary outlines the Stop Offshore Wind Coalition's activities since October 2024, following the commissioners' decision to support this critical initiative alongside the Town of Ocean City and a growing network of partner organizations. These include the Ocean City Chamber of Commerce, the Hotel-Motel-Restaurant Association, the Coastal Association of Realtors, the Ocean City Development Corporation, and the Worcester County Watermen's Association.

We are requesting an overexpenditure approval for the \$20,586 over expended in the 6170 Program Expense Account for the Offshore Wind Campaign in FY25

The funds invested so far have been used judiciously and effectively, but the battle is far from over. Continued support from Worcester County will enable us to expand our outreach, respond to misinformation, and amplify the voices of residents, visitors, and businesses that depend on a healthy, vibrant, and accessible coast.

Please feel free to contact me with any questions or if further information is needed. Thank you for your continued leadership and commitment to protecting Maryland's Coast.





ITEM 22 Detail General Ledger Report

G/L Date Range 07/01/24 - 06/30/25
Include Sub Ledger Detail
Include Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	100.1803.200.6170.090	Program Expense Tourism Events						Balance To Date:	\$0.00
02/03/2025	2025-00007945	JE	AP	A/P Invoice Entry	Accounts Payable		1,565.95		1,565.95
Invoice Number	Vendor	Description	Invoice Date	Payment Type	Payment Number	Amount	Distribution Amount		
1317	XPLOATIONER LLC	Offshore Wind products	02/03/2025	Check	466357	1,565.95	1,565.95		
					Total	\$1,565.95	\$1,565.95		
02/03/2025	2025-00011320	JE	AP	Change AP Invoice Post	Change AP		1,565.95		3,131.90
				Advertising Wind - Advertising Anti-Wind Campaign					
Invoice Number	Vendor	Description	Invoice Date	Payment Type	Payment Number	Amount	Distribution Amount		
1317	XPLOATIONER LLC	Offshore Wind products	02/03/2025	Check	466357	1,565.95	1,565.95		
					Total	\$1,565.95	\$1,565.95		
02/03/2025	2025-00011320	JE	AP	Change AP Invoice Post	Change AP			1,565.95	1,565.95
Invoice Number	Vendor	Description	Invoice Date	Payment Type	Payment Number	Amount	Distribution Amount		
1317	XPLOATIONER LLC	Offshore Wind products	02/03/2025	Check	466357	1,565.95	(1,565.95)		
					Total	\$1,565.95	(\$1,565.95)		
02/10/2025	2025-00008271	JE	AP	A/P Invoice Entry	Accounts Payable		54,497.00		56,062.95
				Advertising Wind - Advertising Anti-Wind Campaign					
Invoice Number	Vendor	Description	Invoice Date	Payment Type	Payment Number	Amount	Distribution Amount		
1446	BEDROCK ADVOCACY COMMUNICATIONS LLC	Worcester County Windmill Proj: Public Education Efforts	02/10/2025	Check	466459	54,497.00	54,497.00		
					Total	\$54,497.00	\$54,497.00		
02/28/2025	2025-00009497	JE	AP	A/P Invoice Entry	Accounts Payable		2,592.22		58,655.17
Invoice Number	Vendor	Description	Invoice Date	Payment Type	Payment Number	Amount	Distribution Amount		
2025-00000236	M & T BANK - ACH WIRE - CO ADMIN	January 2025, P Card Transactions - Admin	02/28/2025	EFT	3748	31,347.02			
(I) PC - 1792	M & T BANK - ACH WIRE - CO ADMIN	P-Card Import Invoice	01/14/2025	EFT	3748	1,738.00	1,738.00		
(I) PC - 1782	M & T BANK - ACH WIRE - CO ADMIN	P-Card Import Invoice	01/13/2025	EFT	3748	26.88	26.88		
(I) PC - 1759	M & T BANK - ACH WIRE - CO ADMIN	P-Card Import Invoice	01/06/2025	EFT	3748	800.00	800.00		
(I) PC - 1760	M & T BANK - ACH WIRE - CO ADMIN	P-Card Import Invoice	01/06/2025	EFT	3748	27.34	27.34		
					Total	\$33,939.24	\$2,592.22		
02/28/2025	2025-00011144	JE	GL	Add Project Code Advertising Wind to M&T CC Purchases		26.88			58,682.05
				Advertising Wind - Advertising Anti-Wind Campaign					
02/28/2025	2025-00011144	JE	GL	Add Project Code Advertising Wind to M&T CC Purchases			26.88		58,655.17
02/28/2025	2025-00011144	JE	GL	Add Project Code Advertising Wind to M&T CC Purchases		1,738.00			60,393.17



ITEM 22 Detail General Ledger Report

G/L Date Range 07/01/24 - 06/30/25
Include Sub Ledger Detail
Include Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	100.1803.200.6170.090 Program Expense Tourism Events							Balance To Date:	\$0.00
02/28/2025	2025-00011144	JE	GL	Advertising Wind - Advertising Anti-Wind Campaign				1,738.00	58,655.17
02/28/2025	2025-00011144	JE	GL	Add Project Code Advertising Wind to M&T CC Purchases			800.00		59,455.17
02/28/2025	2025-00011144	JE	GL	Advertising Wind - Advertising Anti-Wind Campaign				800.00	58,655.17
02/28/2025	2025-00011144	JE	GL	Add Project Code Advertising Wind to M&T CC Purchases			27.34		58,682.51
02/28/2025	2025-00011144	JE	GL	Advertising Wind - Advertising Anti-Wind Campaign				27.34	58,655.17
02/28/2025	2025-00012926	JE	GL	Reclass Camera Expense				1,738.00	56,917.17
Month February 2025 Totals							\$62,813.34	\$5,896.17	\$56,917.17
03/03/2025	2025-00009043	JE	AP	A/P Invoice Entry	Accounts Payable		1,370.00		58,287.17
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
1330	XPLORATIONER LLC			Advertising Wind	03/03/2025	Check	467123	1,370.00	1,370.00
Total								\$1,370.00	\$1,370.00
03/03/2025	2025-00011320	JE	AP	Change AP Invoice Post	Change AP		1,370.00		59,657.17
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
1330	XPLORATIONER LLC			Advertising Wind	03/03/2025	Check	467123	1,370.00	1,370.00
Total								\$1,370.00	\$1,370.00
03/03/2025	2025-00011320	JE	AP	Change AP Invoice Post	Change AP			1,370.00	58,287.17
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
1330	XPLORATIONER LLC			Advertising Wind	03/03/2025	Check	467123	1,370.00	(1,370.00)
Total								\$1,370.00	(\$1,370.00)
03/17/2025	2025-00009508	JE	AP	A/P Invoice Entry	Accounts Payable		925.00		59,212.17
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
1335	XPLORATIONER LLC			Advertising Wind	03/17/2025	Check	467638	925.00	925.00
Total								\$925.00	\$925.00
03/17/2025	2025-00011320	JE	AP	Change AP Invoice Post	Change AP		925.00		60,137.17
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
1335	XPLORATIONER LLC			Advertising Wind	03/17/2025	Check	467638	925.00	925.00
Total								\$925.00	\$925.00



ITEM 22 Detail General Ledger Report

G/L Date Range 07/01/24 - 06/30/25

Include Sub Ledger Detail

Include Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	100.1803.200.6170.090 Program Expense Tourism Events							Balance To Date:	\$0.00
03/17/2025	2025-00011320	JE	AP	Change AP Invoice Post	Change AP			925.00	59,212.17
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
1335	XPLORATIONER LLC			Advertising Wind	03/17/2025	Check	467638	925.00	(925.00)
							Total	\$925.00	(\$925.00)
03/31/2025	2025-00009970	JE	AP	A/P Invoice Entry	Accounts Payable		40,010.63		99,222.80
				Advertising Wind - Advertising Anti-Wind Campaign					
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
1461	BEDROCK ADVOCACY COMMUNICATIONS LLC			Worcester County Windmill Proj	03/31/2025	Check	467811	40,010.63	40,010.63
							Total	\$40,010.63	\$40,010.63
Month March 2025 Totals							\$44,600.63	\$2,295.00	\$99,222.80
04/28/2025	2025-00010976	JE	AP	A/P Invoice Entry	Accounts Payable		16,897.00		116,119.80
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
1382	HD MKTG LLC			Offshore Wind Mobile Billboard, Beach Truck Adv	04/28/2025	Check	468434	16,897.00	16,897.00
							Total	\$16,897.00	\$16,897.00
Month April 2025 Totals							\$16,897.00	\$0.00	\$116,119.80
05/05/2025	2025-00011252	JE	AP	A/P Invoice Entry	Accounts Payable		44,163.14		160,282.94
				Advertising Wind - Advertising Anti-Wind Campaign					
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
1465	BEDROCK ADVOCACY COMMUNICATIONS LLC			Worcester County Windmill Proj	05/05/2025	Check	468563	44,163.14	44,163.14
							Total	\$44,163.14	\$44,163.14
05/05/2025	2025-00011263	JE	AP	A/P Invoice Entry	Accounts Payable		940.00		161,222.94
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
1351	XPLORATIONER LLC			Advertising Wind	05/05/2025	Check	468705	940.00	940.00
							Total	\$940.00	\$940.00
05/19/2025	2025-00011786	JE	AP	A/P Invoice Entry	Accounts Payable		42,110.00		203,332.94
				Advertising Wind - Advertising Anti-Wind Campaign					
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
1478	BEDROCK ADVOCACY COMMUNICATIONS LLC			Worcester County Windmill Proj - Ad Placement Invoice	05/19/2025	Check	468937	42,110.00	42,110.00
							Total	\$42,110.00	\$42,110.00



ITEM 22 Detail General Ledger Report

G/L Date Range 07/01/24 - 06/30/25
Include Sub Ledger Detail
Include Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	100.1803.200.6170.090	Program Expense Tourism Events						Balance To Date:	\$0.00
05/20/2025	2025-00012364	JE	AP	A/P Invoice Entry	Accounts Payable		1,295.06		204,628.00
Invoice Number	Vendor	Description		Invoice Date	Payment Type	Payment Number	Amount	Distribution Amount	
2025-00000330	M & T BANK - ACH WIRE - CO ADMIN	April 2025, P Card Transactions - Admin		05/20/2025	EFT	3804	43,686.42		
(I) PC - 4065	M & T BANK - ACH WIRE - CO ADMIN	P-Card Import Invoice		04/29/2025	EFT	3804	647.95		647.95
(I) PC - 3975	M & T BANK - ACH WIRE - CO ADMIN	P-Card Import Invoice		04/16/2025	EFT	3804	626.87		626.87
(I) PC - 3945	M & T BANK - ACH WIRE - CO ADMIN	P-Card Import Invoice		04/11/2025	EFT	3804	20.24		20.24
Total							\$44,981.48		\$1,295.06
Month May 2025 Totals							\$88,508.20	\$0.00	\$204,628.00
06/30/2025	2025-00013466	JE	GL	Town of OC Reimbursement				47,253.82	157,374.18
06/30/2025	2025-00013466	JE	GL	Town of OC Reimbursement				22,081.57	135,292.61
06/30/2025	2025-00013466	JE	GL	Town of OC Reimbursement				21,055.00	114,237.61
06/30/2025	2025-00013494	JE	AP	A/P Invoice Entry	Accounts Payable		25,958.00		140,195.61
Advertising Wind - Advertising Anti-Wind Campaign									
Invoice Number	Vendor	Description		Invoice Date	Payment Type	Payment Number	Amount	Distribution Amount	
1487	BEDROCK ADVOCACY COMMUNICATIONS LLC	Worcester County Windmill Proj		06/30/2025	Check	470693	25,958.00		25,958.00
Total							\$25,958.00		\$25,958.00
06/30/2025	2025-00013671	JE	GL	Offshore Wind Coalition Reimbursement	Lynn Wright			19,609.61	120,586.00
Advertising Wind - Advertising Anti-Wind Campaign									
Month June 2025 Totals							\$25,958.00	\$110,000.00	\$120,586.00
Account	Program Expense Tourism Events Totals						\$238,777.17	\$118,191.17	\$120,586.00
Location	Administration Totals						\$238,777.17	\$118,191.17	
Department	Tourism Totals						\$238,777.17	\$118,191.17	
Fund	General Fund Totals						\$238,777.17	\$118,191.17	
Grand Totals							\$238,777.17	\$118,191.17	



TEL: 410-632-0686
FAX: 410-632-3003

OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1105
P.O. Box 248
SNOW HILL, MARYLAND
21863

Vacant
Finance Officer

Ondrea Starzhevskiy
Deputy Finance Officer

Quinn M. Dittrich, CPA
Enterprise Fund Controller

MEMORANDUM

TO: Worcester County Commissioners
FROM: Quinn M. Dittrich, CPA, Enterprise Fund Controller
DATE: September 29, 2025
SUBJECT: Response to Shared Facilities Escrow Fund (Fund 505) Memo and Next Steps

The Treasurer's Office has reviewed the concerns raised regarding Fund 505, the Shared Facilities Escrow Fund, and acknowledges issues related to its negative cash balance, internal fund transfers, and insufficient developer contributions during the 2022 to 2024 period.

Fund 505 was created to collect developer contributions for project-related costs, but beginning in mid-2022, it experienced a sustained cash shortfall that led to \$231,260 in internal transfers and \$92,653 in unpaid payroll expenses. These gaps were not followed by formal recovery efforts.

Under the direction of Administration, the Treasurer's Office has taken several corrective actions. A full reconciliation of escrow activity has been completed, including a review of developer contributions, project expenditures, and internal transfers, covering all projects using Fund 505 since 2009. Documentation is available from 2014 onward, and we are evaluating the legal collectability of outstanding balances under the Small Project Agreements and Project Turnover Documents.

To ensure accountability, we recommend monthly reviews of Fund 505 activity. Additionally, we are reviewing internal fund management processes to strengthen controls. This includes implementing formal notification requirements for low balances, mandatory project coding for all revenues and expenses, increased initial escrow amounts of 7.5% of estimated construction costs, and requiring verification of account balances before project turnover is approved.

To stabilize the fund in the short term we propose that the General Fund restore Fund 505 by covering the \$231,260 in transfers and the \$92,653 in unpaid payroll costs, for a total remediation amount of \$323,913. This action will allow Fund 505 to restore fund integrity while long-term recovery and process improvements are implemented. The projected repayment period for the Shared Facilities' Fund to replenish General Fund is dependent on developer cooperation, estimated at one to six months, with initial billings intended to go out within four to eight weeks. Current and ongoing review of legal and turnover documents will impact the initial billing.

We acknowledge the deficiencies in the oversight of Fund 505 and take full responsibility for its current condition. The Treasurer's Office is committed to corrective action and transparent reporting. Please advise if there are additional directives or priorities you would like included in the recovery plan.



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: Charlene Sharpe, Legislative Analyst
 DATE: September 25, 2025
 RE: Recommendation to Award – Lobbying Services

Proposals for Lobbying Services were due and opened July 7. Seven proposals were received. An evaluation team consisting of three county employees reviewed each proposal individually prior to establishment of an overall group average. Scores were based on multiple factors including price, experience, understanding of the scope of work and personnel qualifications. Interviews were conducted with the top four scored proposals during the October 7, 2025, closed session commissioner meeting.

Lobbying Services
Monday, July 7, 2025 at 2:30pm
Request for Proposals Tabulation Sheet
<u>Respondent's Name(s):</u>
Manno & Associates
Z & C LLC
R & R Solutions
Nelson Mullins
Brownstein Hyatt Faber Schreck LLP
Paul Ellington
Capital Strategies

County Administration Office
 1 West Market Street, Room 1103
 Snow Hill, MD 21863
 Phone: 410-632-1194
 Fax: 410-632-3131





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: September 25, 2025
Re: Text Amendment– Solar Energy Systems

.....

In preparing for the October 7, 2025, public meeting on the solar energy systems text amendment, I have updated the attached draft bill (strike and replace format) to reflect the following modifications:

- Updated the code section number for the C-2 District use as a result of the passage of the C-2 multi-family bill at the last hearing (page 9).
- Further simplified the definition of major and utility solar energy systems to simply reflect the size of the systems by eliminating the specified means by which the power is sold (page 1 and page 2).

As always, I will be available at the upcoming meeting to discuss any questions or concerns that you have regarding the proposed amendment.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

EMERGENCY BILL 25-04

BY: Commissioners Abbott, Bertino, Elder, Fiori, Mitrecic, and Purnell

INTRODUCED: August 19, 2025

AMENDED:

AN EMERGENCY BILL ENTITLED

AN ACT Concerning

Zoning – Solar Energy Systems
and
Public Health - Nuisances

For the purpose of amending the Zoning and Subdivision Control Article to amend definitions for solar energy systems; refine the review process for utility scale solar systems; and add decommissioning procedures and bonding for certain systems. To amend the Public Health Article to add non-decommissioned solar energy systems as a public nuisance.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the repeal of the definition of “solar energy power system” and the replacement of the term “solar energy system” to read as follows:

SOLAR ENERGY SYSTEM — Any device or facility that converts solar energy into electrical energy either directly, as in the case of photovoltaic cells, or indirectly by first capturing and/or concentrating solar radiation for the purpose of converting any liquid to a gas used to fuel or propel an electrical generator. All references herein to the rated capacity of solar systems or equipment are as stated in the manufacturer's maximum power rating for the solar panel system as alternating current (AC) wattage.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the repeal of the definition of “solar energy system, large” and the replacement of the term “solar energy system, major” to read as follows:

SOLAR ENERGY SYSTEM, MAJOR — A ground-mounted solar energy system with a rated capacity of more than two hundred kilowatts up to and including two megawatts, ~~the principal purpose of which is to provide electrical power for sale to the general power grid or to be sold to other power consumers through a power purchase agreement as part of a net metering project which may include both physical or virtual aggregation, or be consumed on-site.~~

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the repeal of the definition of “solar energy system, medium” and the replacement of the term “solar energy system, minor” to read as follows:

SOLAR ENERGY SYSTEM, MINOR — A ground-mounted solar energy system with a rated capacity of no more than two hundred kilowatts or a roof mounted solar energy system of any capacity and serving, or designed to serve, any agricultural, residential, commercial, institutional or industrial use the principal purpose of which is intended to reduce on-site consumption of utility power by generating electricity on a single lot or parcel or group of adjacent lots or parcels.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the deletion of a definition of the term “solar energy system, small”.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the repeal of the definition of “solar energy system, utility scale” and the replacement of the term “solar energy system, utility” to read as follows:

SOLAR ENERGY SYSTEM, UTILITY— A ground-mounted solar energy system with a rated capacity in excess of two megawatts, ~~the principal purpose of which is to provide electrical power for sale to the general power grid.~~

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-344(d) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (d) Solar energy system or heating equipment. Solar energy systems and solar energy heating equipment shall be permitted subject to the following conditions and limitations:
 - (1) Minor solar energy systems and solar energy heating equipment shall be permitted in all zoning districts subject to the following requirements:
 - A. Solar energy heating equipment may be a part of or attached to a principal or accessory structure located on a site and shall be subject to the same setback and height limitations of said structure except as may be modified by § ZS 1-305(k)(1)D hereof. Where not a part of or attached to a principal or accessory structure, solar energy heating equipment shall be considered an accessory use on any lot or parcel of land and shall be subject to the setback and height limitations as contained in the particular zoning district for other customary

accessory structures which are directly incidental to the permitted principal uses and structures on the site.

- B. Minor solar energy systems may be attached to or a part of a principal or accessory structure located on a site or may be located as freestanding independent arrays, systems or structures. In all cases they shall be subject to the setback and height limitations for the principal structure.
- C. All mechanical equipment associated with and necessary for the operation of the solar energy system shall not be located in the minimum front yard setback and shall be subject to the setback requirements for customary accessory structures in the zoning district.
- D. All mechanical equipment shall be screened from any adjacent property which is in the R-1, R-2, R-3, R-4 or V-1 Districts or used for residential purposes. The screen shall consist of shrubbery, trees or other ornamental or natural vegetation sufficient to provide an immediate visual barrier to the equipment. In lieu of a vegetative screen a decorative fence may be used.
- E. All solar panels shall be situated in such a manner as to prevent concentrated solar radiation or glare from being directed onto adjacent properties, roads, or public gathering places.
- F. All power transmission lines for freestanding ground-mounted solar energy systems or pipes from solar energy heating equipment connecting freestanding systems to a building shall be located underground.
- G. Signage or text on solar energy systems may be used to identify the manufacturer, equipment information, warning or ownership but shall not be used to display any commercial advertising message or anchor any streamers, balloons, flags, banners, ribbons, tinsel or other materials to attract attention.
- H. Any ground-mounted system which has not produced any electricity for a period of twelve months or more or found to be unsafe by the Building Official shall be considered abandoned and, as such, shall be repaired or decommissioned and removed by the property owner. The decommissioning shall include the removal of the solar energy system and all equipment, electrical components, support structures, cabling, or any other part of the system that is at ground level or above. The property owner shall be responsible for completing the decommissioning within ninety days of abandonment.
- I. Individual photovoltaic cells or small groups of such cells attached to and used to either directly power, or charge a battery which does so, an individual device such as a light fixture, fence charger, radio or water pump shall not be considered as a minor solar energy system as defined herein and may be used

in any zoning district without regard to lot or setback requirements.

- (2) Major and utility solar energy systems with a rated capacity over one megawatt shall comply with the provisions of § 7-218 of the Public Utilities Article, Annotated Code of Maryland, as from time to time amended. The County Commissioners may adopt policies for the approval of modifications to the standards listed therein.
- (3) Major and utility solar energy systems shall be set back a minimum of one hundred feet from all property lines. Notwithstanding the provisions of § ZS 1-116, the Planning Commission or County Commissioners may reduce the setback for any system subject to the provisions of § 7-218 of the Public Utilities Article, Annotated Code of Maryland, as from time to time amended.
- (4) All major solar energy systems with a rated capacity of more than two hundred kilowatts up to and including one megawatt shall provide a vegetated buffer along all sides of the facility between any fencing and the property line. Existing landscaped or forested areas on the property may be considered as part of the buffer, if they are determined by the Department to be of sufficient width and vegetative density to meet the intent of this section. The buffer shall consist of staggered, four-season plantings, including a mix of evergreen and deciduous vegetation and in accordance with the provisions of § ZS 1-322 hereof.
- (5) All major solar energy systems shall be reviewed and processed as a major site plan in accordance with the provisions of § ZS 1-325 hereof.
- (6) Utility solar energy systems shall be reviewed in accordance with a two-step process. The first step must be completed in its entirety, including the obtaining of all necessary decisions, prior to proceeding to the second step.
 - A. Step I concept plan approval. In this step the applicant shall submit a draft environmental review document as specified in COMAR 20.79.02-.04 and a concept site plan as specified in COMAR 20.79.03.01 as from time to time amended. This submission shall constitute the application for a utility solar energy system.
 1. The Department shall review the concept plan and written information. The Department may request additional information from the applicant and may require changes or make suggestions to the applicant with regard to the application and its conformance with other sections of the Zoning and Subdivision Control Article and other pertinent laws and programs. The Department shall prepare a report to the County Commissioners of its findings and recommendations, a copy of which shall also be supplied to the applicant. The findings shall include:
 - (i) A statement or finding whether the proposed project is consistent

with the current Comprehensive Plan.

- (ii) A statement or finding whether the proposed project is consistent with the Zoning and Subdivision Control Article.
 - (iii) Compliance with or modifications requested to the provisions of § 7-218 of the Public Utilities Article, Annotated Code of Maryland, as from time to time amended.
 - (iv) Suggestions for improving or modifying the application.
2. The County Commissioners shall consider the application and recommendation of the Department within ninety days of receipt of the Department's report, unless extended by a majority vote of the County Commissioners. The County Commissioners shall review the application and the Department's report and shall find the application consistent or inconsistent with the required findings. Should the County Commissioners fail to render a decision on the application within six months of their review, the findings outlined in the Department's report shall be adopted as the final report.
- B. Step II master site plan approval. Upon completion of Step I the project shall be reviewed and processed as a major site plan in accordance with the provisions of § ZS 1-325 hereof.
- (7) Decommissioning. Major and utility solar energy systems shall provide a decommissioning plan and bond for review and approval by the Department as part of the site plan review process.
- A. The plan shall include:
1. The expiration date of the contract, lease, easement, or other agreement for installation of the solar energy system and a timeframe for removal of the solar energy system within one year following termination of the use.
 2. A requirement that the operator or property owner provide the Department with written notice whenever the solar energy system is out of active production for more than six months. At any point in time that the Department suspects that a solar energy system is no longer in active production, the operator and property owner grant the Department the right to conduct an on-site inspection. Any facility that ceases to produce electricity for twelve months shall be considered abandoned.
 3. An initial cost estimate prepared by an independent certified professional engineer approved by the county for decommissioning, dismantling, restoration of the site and lawful disposal of all components. While

recycling and reuse of materials is recommended, the salvage costs shall not be deducted from the overall estimate.

4. A decommissioned site shall be restored to its original predevelopment condition within twelve months of the proposed date of discontinued operation or abandonment. Restoration to predevelopment conditions shall be documented in the decommissioning plan and include:
 - (i) Removal of all above and below ground solar electric systems, buildings, cabling, electrical components, foundations, pilings, and any other associated facilities.
 - (ii) Disposal of all solid and hazardous waste shall be in accordance with local, state, and federal waste disposal regulations.
 - (iii) Removal of all concrete pads, graveled areas, fences, and access roads unless agreement is presented, in writing, in which the property owner agrees for these features to remain.
 - (iv) Removal of substations, overhead poles, and/or aboveground electric lines located on-site or within a public right-of-way that are not usable by any other public or private utility.
 - (v) Replacement of topsoil removed or eroded.
 - (vi) Re-vegetation of disturbed areas with native seed mixes and plant species suitable to the area or evidence of an approved nutrient management plan.
 - (vii) Onsite burial of any material associated with the solar energy generating system during restoration of the site to predevelopment conditions is prohibited.
 - (viii) A REQUIREMENT TO PROVIDE A GEOTECHNICAL REPORT TO THE COUNTY IDENTIFYING THE ACTIONS TAKEN TO RESTORE THE SITE TO PREDEVELOPMENT CONDITIONS, INCLUDING AN ASSESSMENT OF SOIL CONDITIONS, AND ANY MONITORING ACTIVITIES THAT MAY BE REQUIRED.
 - (ix) ~~(viii)~~ A requirement for county inspection and approval of the decommissioning and reclamation of the site before the release of any financial surety.

- B. Failure to comply with the requirements of this section shall authorize, but not require, the county to remove the solar energy system and restore the site to its predeveloped condition at the expense of the operator or property owner. 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.

- C. Prior to issuance of a building permit, the operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form acceptable to the county to secure payment of 125% of the anticipated cost of removal of associated site improvements and restoration of the site to its predevelopment condition. The financial assurance will be reviewed and approved by the Department and shall remain in full force and effect while the solar energy generating system remains in place. The financial assurance shall be established with automatic renewals.
 - 1. Every five years, the operator shall provide the Department with an updated cost estimate prepared by an independent certified professional engineer for decommissioning and restoration of the site. The Department may increase or decrease the amount of financial surety required if the county determines, in its sole discretion, that the posted security no longer equals 125% of the decommissioning cost.
 - 2. Before decommissioning can commence, a decommissioning cost estimate must be prepared by an independent certified professional engineer, regardless of the amount of time that has passed since the prior cost estimate. If the change in the estimated cost to decommission and restore the site exceeds the current financial surety, then the financial surety shall be increased to reflect the new estimated costs.
- D. Notice must be provided to the County within 30 days of the sale or transfer of the lease or property, and a new financial guarantee must be provided by the new lease holder or property owner.
- E. Decommissioning must be completed within twelve months of the proposed date of discontinued operation or abandonment. If decommissioning is not successfully completed within twelve months, the solar energy system becomes a nuisance and the County may act in accordance with § PH 1-101(a)(14) of the Public Health Article of the Code of Public Local Laws of Worcester County, Maryland.

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-305(k)(1)D of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- D. Bay windows, balconies, chimneys and solar energy heating equipment may project a distance not to exceed three feet, provided that such features do not occupy, in the aggregate, more than one-third of the length of the wall on which they are located.

Section 8. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-105(c)(6) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (6) Minor solar energy systems and solar energy heating equipment, subject to the requirements of § ZS 1-344(d) hereof.

Section 9. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-201(b)(18) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (18) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 10. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-202(b)(19) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (19) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 11. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-203(c)(15) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and subsections § ZS 1-203(c)(16) through § ZS 1-203(c)(20) be renumbered as § ZS 1-203(c)(15) through § ZS 1-203(c)(19).

Section 12. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-203(b)(17) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

- (17) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 13. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-204(c)(17) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and subsections § ZS 1-204(c)(18) through § ZS 1-204(c)(20) be renumbered as § ZS 1-204(c)(17) through § ZS 1-204(c)(19).

Section 14. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-204(b)(12) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

- (12) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 15. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-209(c)(14) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and subsections § ZS 1-209(c)(15) through § ZS 1-209(c)(17) be renumbered as § ZS 1-209(c)(14) through § ZS 1-209(c)(16).

Section 16. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-209(b)(12) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

- (12) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 17. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-210(c)(15) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and subsections § ZS 1-210(c)(16) through § ZS 1-210(c)(17) be renumbered as § ZS 1-210(c)(15) through § ZS 1-210(c)(16).

Section 18. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-210(b)(~~21~~ 22) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

- (~~21~~ 22) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 19. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-211(c)(10) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and subsections § ZS 1-211(c)(11) through § ZS 1-211(c)(12) be renumbered as § ZS 1-211(c)(10) through § ZS 1-211(c)(11).

Section 20. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-211(b)(27) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

- (27) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 21. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-212(b)(21) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (21) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 22. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-213(b)(24) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (24) Major and utility solar energy systems in accordance with the provisions of §§ ZS 1-325 and ZS 1-344 hereof.

Section 23. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § PH 1-101(a)(14) of the Public Health Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § PH 1-101(a)(15) and a new subsection § PH 1-101(a)(14) be enacted to read as follows:

- (14) A major or utility solar energy system not successfully decommissioned within twelve months of the proposed date of discontinued operation or abandonment pursuant to § ZS 1-344(d)(7) of the Zoning and Subdivision Control Article of the Public Local Laws of Worcester County.

Section 24. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect immediately upon passage.



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

September 18, 2025

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

Commissioner Bertino – You have Six (6) positions open:

- George Solyak – **Term Ended** – Agricultural Reconciliation Bd.
- J. T. Novak – **Term Ending** – Electrical Examiners Board
- Maria C- Lawrence – **Term Ended** – Housing Review Board
- Bob Gilmore – **Term Ending** – Local Development Council- Ocean Downs
- Josh Davis – **Resigned** – Tourism Advisory Board
- John Collins – **Term Ending** – W & S Advisory Board – Ocean Pines

Commissioner Purnell – You have Two (2) positions open:

- Roy Case – **Term Ending** – Electrical Examiners Board
- Nancy Howard – **Termed Out** – Social Services Advisory Board

Commissioner Bunting - You have Four (4) positions open:

- Mike Poole – **Term Ending** – Building Code Appeals Board
- Debbie Hileman – **Term Ending** – Housing Review Board
- William Gabeler – **Term Ending** – Recreation Advisory Board
- Harry Hammond – **Term Ended** – Social Services Advisory Bd.

Commissioner Abbott – You have Six (6) positions open:

- Glen Holland – **Termed Out** – Agricultural Preservation Advisory Board
- Kevin Holland – **Term Ended** – Building Code Appeals Bd.
- Keri-Ann Byrd – **Resigned** – Housing Review Board
- Patricia Tomasovic – **Termed Out** – Board of Library Trustees
- Jerry Barbierrri – **Term Ending** – Planning Commission
- Larry Fykes – **Term Ending** – Zoning Appeals Board



Commissioner Mitrecic – You have Six (6) positions open:

- Bill Paul – **Resigned** – Building Code Appeals Board
- Ashley Harrison – **Term Ending** – Economic Development
- Kimberly List – **Termed Out** – Commission for Women
- Robert Duke – **Term Ending** – Lower Shore Workforce Development Board
- Rebecca Ferguson – **Resigned** – Social Services Advisory Board
- Lauren Taylor – **Term Ending** – Tourism Advisory Board

Commissioner Elder – You have Eight (8) positions open:

- Joan Scott - **Resigned** - Commission for Women
- Ed Phillips – **Termed Out** – Agricultural Preservation Advisory Board
- Alan Hudson - **Termed Out** – Agricultural Preservation Advisory Board
- Curt Lambertson - **Termed Out** – Agricultural Preservation Advisory Board
- Kelley Gravenor - **Termed Out** – Agricultural Preservation Advisory Board
- Harry Wimbrow – **Term Ending** – Economic Development
- Carl Smith - **Term Ending** – Electrical Examiners Board
- Kerrie Bunting – **Term Ending** – Tourism Advisory Board

Commissioner Fiori - You have Nine (9) positions open:

- Joe Schanno – **Term Ended** – Economic Development
- Bruce Spangler – **Term Ending** – Ethics Board
- Ken Church – **Term Ending** – Planning Commission
- Norman Bunting – **Term Ending** – Recreation Advisory Board
- Keith Swanton - **Term Ended** - Water & Sewer Advisory Council, West Ocean City
- Blake Haley – **Term Ended** - Water & Sewer Advisory Council, West Ocean City
- Todd Ferrante - **Term Ending** - Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier - **Term Ended** - Commission for Women- Not a Reappointment
- Voncelia Brown – **Termed Out** – Social Services Advisory Board



(4)-Adult Public Guardianship Board -

3– Terms Expiring – Dr. Greer, Richard Collins, and Nancy Howard

1 – Vacancy – Psychiatrist

(3)-Drug and Alcohol Abuse Council –3- Term Ends – Kim Moses, Rev. Jones, and Alyce Marzola

(3)-Local Development Council for the Ocean Downs Casino-

Previously Expired Terms - **Mark Wittmyer, At-Large -Suggested Replacement.** David Massey (At-Large-Business O.P.), and Bob Gilmore (Resident O.P. – Bertino)

(1)- Property Tax Assessment Appeal Board - Alternate Seat Vacancy

(2) – Social Services Advisory Board – Commissioner Diana Purnell has served the maximum term; this Board requires one member to be a commissioner. Mary White has served the maximum term for this seat, which is At-Large.

(2) – Solid Waste Advisory Board - Town of Berlin member – James Charles’s term is ending, and Town of Ocean City member – Brian Scarborough’s term is ending.

(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 disability
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24-27
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24-27
Dr. William Greer	Physician	07-10-13-16-19-22-25 Term Exp.
Richard Collins	Lawyer	95-16-19-22-25 Term Exp.
Nancy Howard	Lay Person	*17-19, 19-22-25 Term Exp.
Brandy Trader	Comm. On Aging	*15-17, 17-20, 20-23-26
Stephanie James	Wor. Co. Dev. Center	23-26
Vacancy	Psychiatrist	
Tina Dykes	Commission on Aging Rep.	25-28

* = Appointed to fill an unexpired term

AGRICULTURAL PRESERVATION ADVISORY BOARD

Reference: PGL Agriculture 2-504.1, Annotated Code of Maryland

Appointed by: County Commissioners

Functions: Advisory
Advise the County Commissioners and State Agricultural Preservation Foundation on establishment of agricultural districts and priorities for purchase of easements; promote preservation of agriculture in the County.

Number/Term: 7/4 years***
Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: 4 members to be owner-operators of commercial farms
Membership limited to two consecutive full terms

Staff Contact: Katherine Munson, Dept. of Environmental Programs (410-632-1220)

Current Members: (O-O = Commercial Farm Owner-Operator)

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Terms (Year)</u>
Glen Holland (O-O)	Abbott	D-1, Pocomoke	13-17-21-25 Termed Out
Ed Phillips (O-O)	Elder	D-4, Whaleyville	05-10-14-18-22-26 Termed Out
Alan Hudson (O-O)	Elder	D-4, Berlin	14-18-22-26 Termed Out
Christian Martin	Purnell	D-2, Berlin	22 -23-27
Curt Lambertson	Elder	D-4, Snow Hill	15-19-23-27 Termed Out
Stuart Cooper	Bunting	D-6, Bishopville	23-27
Kelley Gravenor	Elder	D-4, Snow Hill	*14-16-20-24-28 Termed Out

Prior Members:

Norman Ellis	Ed Anderson (98-03)
Richard Bradford	Robert Gray (00-05)
Charles Fulton	Orlando Bishop (01-06)
Elmer Hastings	Roger Richardson (96-07)
David Stevens	Anne Hastings (06-11)
Curtis Shockley	Earl Ludey (07-13)
Gerald Redden	George Lee Clayville (00-14)
William Sirman, Jr.	Sandra Frazier (03-14)
Harold Purnell	Donnie Powell (06-15)
Chauncy Henry (96-97)	Bill Bruning(O-O) (11-19)
Lieselotte Pennewell (93-98)	Billy Thompson (19-23)
Carlton Magee (90-00)	Kathy Drew (06-23)
Harry Mitchell (90-00)	
Frank Baker (98-01)	

* = Appointed to fill an unexpired term

** = Appointed to partial term to create proper staggering of terms

***=Membership expanded from 5 to 7 members and terms reduced from 5 to 4-years each in 2006

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 Resigned
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>
<u>At-Large Members</u>		
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
<u>Ex-Officio Members</u>		
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>
Joe Schanno	D-3, Fiori	West Ocean City	*19-20, 20-24
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)

BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory
Regulate licensing of electricians in Worcester County.

Number/Term: 7/3 years
Terms expire December 31st

Compensation: \$100 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

Special Provisions: 1 must be electrical contractor in Worcester County for 5-years prior.
1 must be electrician in Worcester County.
All must be residents of Worcester County.

Staff Contact: Department of Development Review & Permitting
Deborah Mooney 410-632-1200

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Roy M. Case (ME)	D-2, Purnell	Berlin	10-13-16-19-22-25
Carl Smith (ME-5)	D-4, Elder	Snow Hill	98-10-13-16-19-22-25
J.T. Novak (ME-5)	D-5, Bertino	Ocean Pines	07-10-13-16-19-22-25
Kenneth Lambertson (ME-5)	D-1, Abbott	Pocomoke	96-11-14-17-20-23-26
Michael Patchett (ME-5)	D-7, Mitrecic	West Ocean City	08-11-14-17-20-23-26
Steve Kolarik (ME)	D-6, Bunting	Bishopville	12-21-24-27
Duane Duncan (ME-5)	D-3, Fiori	Berlin	*05-12-15-18-21-24-27

(Key: ME-5 = Master Electrician at least 5-years; ME = Master Electrician; EL = Electrician Limited)

Prior Members: (Since 1972)

Harrison Lambertson	Elwood Bunting
William Molnar	W. Prentiss Howard
Thomas Ashby	Frank Bradshaw (90-96)
Billy Burton Cropper	H. Coston Gladding (90-96)
Alonza Anderson	Willard W. Ward (92-97)
Gus Foltz	Walter Ward (92-98)
Robert Conner	Dale Venable (94-00)
Gus Payne	Gary Frick (96-03)
Robert Farley	Thomas Duncan (02-05)
Mike Costanza	Mike Henderson (00-06)
Herbert Brittingham	Brent Pokrywka (02-07)
Otho Mariner	Joel Watsky (03-08)
Mark Odachowski	Bob Arnold (97-10)
Howard Pusey	Jamie Englishmen (06-12)

* = Appointed to fill an unexpired term

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory
Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years
Terms expire December 31st

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bruce Spangler	D-3, Fiori	Berlin	*02-05-09-13-17-21-25
Iola Tariq	D-2, Purnell	Berlin	*22-26
Mickey Ashby	D-1, Abbott	Pocomoke	14-18-22-26
David Deutsch	D-6, Bunting	Ocean Pines	17-21-23-27
Frank Knight	D-7, Mitrecic	Ocean City	*14-19-23-27
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24-28
Joseph Stigler	D-4, Elder	Berlin	16-20-24-28

Prior Members: (Since 1972)

J.D. Quillin, III	Walter Kissel (05-09)
Charles Nelson	Marion Chambers (07-11)
Garbriel Purnell	Jay Knerr (11-14)
Barbara Derrickson	Robert I. Givens, Jr. (98-14)
Henry P. Walters	Diana Purnell (09-14)
William Long	Kevin Douglas (08-16)
L. Richard Phillips (93-98)	Lee W. Baker (08-16)
Marigold Henry (94-98)	Richard Passwater (09-17)
Louis Granados (94-99)	Jeff Knepper (16-21)
Kathy Philips (90-00)	Faith Mumford (14-22)
Mary Yenney (98-05)	
Bill Ochse (99-07)	
Randall Mariner (00-08)	
Wallace D. Stein (02-08)	
William Kuhn (90-09)	

* = Appointed to fill an unexpired term

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
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 LIBRARY TRUSTEES

Reference: PGL Education 23-403, Annotated Code of Maryland

Appointed by: County Commissioners (from nominees submitted by Board of Library Trustees)

Function: Supervisory
Responsible for the general control and development of the County library system. Oversees management of the libraries, assists in preparation of library budget and other fiscal matters, arranges for an annual audit, makes an annual report to the County Commissioners, make recommendations to the County Commissioners regarding library acquisitions/development.

Number/Term: 7/5 years
Terms expire December 31st.

Compensation: None

Meetings: 1 per month except July, and August

Special Provisions: Nominees submitted by Library Board; Maximum 2 consecutive terms

Staff Contact: Library Director - Jennifer Ranck (410) 632-2600

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Patricia Tomasovic	Pocomoke	*19, 19-24
Sandra Buchanan	Pocomoke	21-26
Jocelyn Briddell	Newark	21-26
Nancy Howard	Ocean City	16-21, 21-26
Kathryn Culbertson	Snow Hill	*21-23-28
Vicki O'Mara	Ocean Pines	*18-23-28
Jeff Smith	Berlin	19-24-29

Prior Members: Since 1972

Herman Baker	Jere Hilbourn	Beverly Dryden Wilkerson (06-10)
Lieselette Pennewell	Janet Owens	John Staley (97-11)
Edith Dryden	Ruth Westfall	James Gatling (01-11)
Clifford D. Cooper, Jr.	Helen Farlow	Shirley Dale (02-12)
Klein Leister	Judy Quillin	Edith Barnes (07-13)
Evelyn Mumford	Gay Showell	Richard Polhemus (11-16)
Ann Eschenburg	Susan Mariner	Richard Warner Davis (11-16)
Barbara Ward	Jacqueline Mathias	Frederick Grant (13-17)
Donald F. McCabe	Ann S. Coates (88-97)	Rosemary S. Keech (12-18)
Fannie Russell	Jim Dembeck (91-97)	Vivian Pruitt (09-19)
Stedman Rounds	Bill Waters (88-98)	Ron Cascio 09-19
Donald Turner	Geraldine Thweatt (97-98)	Donald James Bailey (16-21)
Sarah Dryden	Martha Hoover (87-99)	Holly Anderson (*10-21)
L. Richard Phillips	Eloise Henry-Gordy (98-00)	Leslie Mulligan (*17-21)
Barbara Bunting	William Cropper (91-01)	
Joanne Mason	Ms. Willie Gaddis (89-01)	
	Leola Smack (99-02)	
	Jean Tarr (94-04)	
	Lois Sirman (01-06)	
	Amanda DeShields (00-07)	
	David Nedrow (04-09)	
	Belle Redden (99-09)	

* = Appointed to fill an unexpired term

**LOCAL DEVELOPMENT COUNCIL
FOR THE OCEAN DOWNS CASINO**

ITEM 26

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 ^c	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 ^c	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 ^c	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 ^c (09-10)
Mark Wittmyer ^c (09-11)
John Salm ^c (09-12)
Mike Pruitt ^c (09-12)
Norman H. Conway ^c (09-14)
Michael McDermott (10-14)
Diana Purnell ^c (09-14)
Linda Dearing (11-15)
Todd Ferrante ^c (09-16)

Since 2009

Joe Cavilla (12-17)
James N. Mathias, Jr. ^c (09-18)
Ron Taylor ^c (09-14)
James Rosenberg (09-19)
Rod Murray ^c (*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
^c = Charter Member

LOWER SHORE WORKFORCE DEVELOPMENT BOARD
(Previously Private Industry Council Board - PIC)

Reference: Workforce Innovation and Opportunity Act of 2014, Section 107

Appointed by: County Commissioners

Functions: Advisory/Regulatory
Provide education and job training opportunities to eligible adults, youth and dislocated workers who are residents of Somerset, Wicomico and Worcester counties.

Number/Term: 26 - 5 Worcester County, 11 At-Large (by Tri-County Council), 10 Other
2, 3 or 4-year terms; Terms expire September 30

Compensation: None

Meetings: Quarterly (March, June, September, December) on the 2nd Wednesday

Special Provisions: Board must be at least 51% business membership.
Chair must be a businessperson

Staff Contact: Lower Shore Workforce Alliance
Leslie Porter-Cabell – LSWA Director (410-341-3835, ext. 2502)
American Job Center, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

Current Members (Worcester County - also members from Wicomico, Somerset and Tri-County Council):

<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
Robert "Bo" Duke	Ocean City	*17-21, 21-25	Business Rep.
Alicia Warren	Berlin	22-26	Business/Healthcare Ind.
Sarah Chapman	Pocomoke	23- 27	Business Rep.
Matthew Culbertson	Snow Hill	24-28	Private Business Rep.
Lauren Martin	Berlin	24-28	Business Rep.

Prior Members: Since

Baine Yates	Walter Kissel (03-07)	Whitney Palmer(*20-24)
Charles Nicholson (98-00)	Heidi Kelley (07-08)	
Gene Theroux (97-00)	Bruce Morrison (05-08)	
Jackie Gordon (98-00)	Margaret Dennis (08-12)	
Caren French (97-01)	Ted Doukas (03-13)	
Jack Smith (97-01)	Diana Nolte (06-14)	
Linda Busick (98-02)	John Ostrander (07-15)	
Edward Lee (97-03)	Craig Davis (13-17)	
Joe Mangini (97-03)	Donna Weaver (08-17)	
Linda Wright (99-04)	Geoffrey Failla (15-18)	
Kaye Holloway (95-04)	Melanie Pursel (18-*20)	
Joanne Lusby (00-05)	Ivy Wells (20-21)(21-public appt.)	
William Greenwood (97-06)	Jason Cunha (*16-23)	
Gabriel Purnell (04-07)	Walter Maizel(*12-24)	

Reference: Public Local Law ZS §1-112

Appointed by: County Commissioners

Functions: Advisory/Regulatory
Make investigations and recommendations regarding zoning text and map amendment applications; recommend conditional rezoning; make recommendations to the Board of Zoning Appeals; review public projects, proposed facility development plans, regulations and standards; review and approve site plans; review and make recommendations regarding residential planned communities; review and approve subdivision plats.

Number/Term: 7/5 years; Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: 1 regular meeting per month; additional meetings held as necessary

Special Provisions: Historically - one member from each Commissioner District, plus two At-Large members; one member per district once expanded to seven districts.

Staff Contact: Department of Development Review & Permitting
Jennifer Keener, Director (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>
Ken Church	D-3, Fiori	Berlin	20-25
Jerry Barbieri	D-1, Abbott	Pocomoke	*12-15-20, 20-25
Phyllis Wimbrow	D-4, Elder	Snow Hill	23-28
Marlene Ott	D-5, Bertino	Ocean Pines	08-13-18-23-28
Kathy Drew	D-6, Bunting	Bishopville	*23-26
Betty M. Smith	D-2, Purnell	Berlin	*07-09-14-19-24-29
Mary Knight	D-7, Mitrecic	Berlin	*20-24-29

Prior Members:

Since 1972

David L. Johnson	Terry Bayshore	Wilbert "Tom" Pitts (99-07)
N. Paul Joyner	Larry Widgeon	Doug Slingerland (07-08)
Daniel Trimper, IV	Charles D. "CD" Hall	Carolyn Cummins (90-94, 99-09)
Hugh F. Wilde	Ernest "Sandy" Coyman	Madison "Jimmy" Bunting (05-10)
Warren Frame	Rev. Donald Hamilton	Jeanne Lynch (06-11)
Roland E. Powell	Dale Stevens	H. Coston Gladding (96-12)
Harry Cherix	Marion L. Butler, Sr.	Wayne A. Hartman (09-14)
W. David Stevens	Ron Cascio (96-97)	Jay Knerr (14-20)
Granville Trimper	Louie Paglierani (90-99)	Mike Diffendal (10-20)
J. Brad Aaron	Robert Hawkins (96-99)	Brooks Clayville (02-22)
Lester Atkinson	Ilia Fehrer (94-99)	Richard Wells (11-23)
Paul L. Cutler	Rob Clarke (99-00)	
Edward R. Bounds	W. Kenny Baker (97-02)	
Edward Phillips	James Jarman (99-03)	
Vernon McCabe	Harry Cullen (00-03)	
R. Blaine Smith	Ed Ellis (96-04)	
Edward A. Tudor	Troy Purnell (95-05)	
	Larry Devlin (04-06)	
	Tony Devereaux (03-07)	

* = Appointed to fill an unexpired term

RECREATION ADVISORY BOARD

Reference: County Commissioners' Action 6/13/72 and Resolution of 12/27/83 and Resolution 97-51 of 12/23/97 and Resolution 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the recreation needs of the County and recommendations regarding current programs and activities offered.
Review and comment on proposed annual Recreation Department budget.

Number/Term: 7/4-year term
Terms expire December 31st

Compensation: \$100 per meeting expense allowance, subject to funding

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Support: Recreation and Parks Department - Lisa Gebhardt (410) 632-2144

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
William Gabeler	D-6, Bunting	Ocean Pines	21-25
Norman Bunting, Jr.	D-3, Fiori	Berlin	*16-17-21-25
Alvin Handy	D-2, Purnell	Ocean City	06-10-14-18-22-26
John Gehrig	D-7, Mitrecic	Ocean City	14-18-22-26
Joseph Stigler	D-4, Elder	Snow Hill	*21-23-27
Missy Denault	D-5, Bertino	Berlin	*15-16-20-24-28
Scott Holland	D-1, Abbott	Pocomoke	24-28

Prior Members: Since 1972

Howard Taylor	Warren Mitchell	Jr.(83-98)	Shawn Johnson(15-19)
Arthur Shockley	Edith Barnes	Richard Ramsay (93-98)	Devin Bataille (19-20)
Rev. Ray Holsey	Glen Phillips	Mike Daisy (98-99)	Chris Klebe (*11-21)
William Tingle	Gerald Long	Cam Bunting (95-00)	Mike Hooks (12-24)
Mace Foxwell	Lou Ann Garton	Charlie Jones (98-03)	
Nelson Townsend	Milton Warren	Rick Morris (03-05)	
J.D. Townsend	Ann Hale	Gregory Purnell (97-06)	
Robert Miller	Claude Hall, Jr.	George "Eddie" Young (99-08)	
Jon Stripling	Vernon Davis	Barbara Kissel (00-09)	
Hinson Finney	Rick Morris	Alfred Harrison (92-10)	
John D. Smack, Sr.	Joe Lieb	Janet Rosensteel (09-10)	
Richard Street	Donald Shockley	Tim Cadotte (02-12)	
Ben Nelson	Fulton Holland (93-95)	Craig Glovier (08-12)	
Shirley Truitt	Gregory Purnell (83-96)	Joe Mitrecic (10-14)	
Cyrus Teter	Vernon Redden,	Sonya Bounds (12-15)	
		Burton Anderson (05-15)	
		William Regan (02-16)	

* = 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 Term Expired
Shelly Daniels	D-1, Abbott	Pocomoke City	22-25
Rebecca Colt-Ferguson	D-7, Mitrecic	Ocean City	22-25 Resigned
Janice Chiampa	D-5, Bertino	Ocean Pines	22-25
Diana Purnell	ex officio - Commissioner		14-18-22-25 Term Expired
Voncelia Brown	D-3, Fiori	Berlin	16-19-22-25 Term Expired
Mary White	At-Large	Berlin	*17-19-22-25 Term Expired
Margaret Labesky	D-4, Elder	Snow Hill	23-26
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20-23-26 Term Expired

* = Appointed to fill an unexpired term

Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$100 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent – David Candy - (410-632-3177)
Solid Waste - Recycling Coordinator – Bob Keenan - (410-632-3177)
Department of Public Works - Dallas Baker- (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
James Charles	Town of Berlin		21-25
Brain Scarborough	Town of Ocean City		21-25
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22, 22-26
George Linvill	D-1, Abbott	Pocomoke	14-18-22-26
George Dix	D-4, Elder	Snow Hill	*10-18-22-26
John O'Brien	D-6, Bunting	Bishopville	*22-23-27
Don Furbay	D-3, Fiori	Berlin	20-24-28
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20-24-28
Mike Wyatt	Town of Pocomoke City		24-28
Aaron Lumpkins	Town of Snow Hill		25-29
Vaughn White	D-2, Purnell	Berlin	*19-21, 21-25-29

Prior Members: (Since 1994)

Ron Cascio (94-96)
 Roger Vacovsky, Jr. (94-96)
 Lila Hackim (95-97)
 Raymond Jackson (94-97)
 William Turner (94-97)
 Vernon "Corey" Davis, Jr. (96-98)
 Robert Mangum (94-98)
 Richard Rau (94-96)
 Jim Doughty (96-99)
 Jack Peacock (94-00)
 Hale Harrison (94-00)
 Richard Malone (94-01)
 William McDermott (98-03)
 Fred Joyner (99-03)
 Hugh McFadden (98-05)
 Dale Pruitt (97-05)

Frederick Stiehl (05-06)
 Eric Mullins (03-07)
 Mayor Tom Cardinale (05-08)
 William Breedlove (02-09)
 Lester D. Shockley (03-10)
 Woody Shockley (01-10)
 John C. Dorman (07-10)
 Robert Hawkins (94-11)
 Victor Beard (97-11)
 Mike Gibbons (09-14)
 Hank Westfall (00-14)
 Marion Butler, Sr. (00-14)
 Robert Clarke (11-15)
 Bob Donnelly (11-15)
 Howard Sribnick (10-16)
 Dave Wheaton (14-16)
 Wendell Purnell (97-18)
 George Tasker (*15-20)

Rodney Bailey *19
 Steve Brown *10-19
 Bob Augustine 16-19
 Michael Pruitt *15-19
 James Rosenburg (*06-19)
 Jamey Latchum *17-19
 Hal Adkins (*20-21)
 Mike Poole (11-22)
 Michelle B-El Soloh (*19-24)
 Michael Pruitt (*22-24)

Reference: County Commissioners' Resolution of May 4, 1999 and 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
Advise the County Commissioners on tourism development needs and recommend programs, policies and activities to meet needs, review tourism promotional materials, judge tourism related contests, review applications for State grant funds, review tourism development projects and proposals, establish annual tourism goals and objectives, prepare annual report of tourism projects and activities and evaluate achievement of tourism goals and objectives.

Number/Term: 7/4-Year term - Terms expire December 31st

Compensation: \$100 per meeting expense allowance

Meetings: At least bi-monthly (6 times per year), more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Contact: Tourism Department – Melanie Pursel, Director of Tourism 410-632-3110

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)²</u>
Josh Davis	D-5, Bertino	Berlin	*19-21, 21-25 Resigned
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17-21, 21-25 Term Ending
Kerrie Anne Bunting	D-4, Elder	Snow Hill	21-25 Term Ending
Gregory Purnell	D-2, Purnell	Berlin	14-18-22-26
CL Marshall	D-1, Abbott	Pocomoke	*24-27
Thomas Shuster	D-3, Fiori	West Ocean City	23-27
Ruth Waters	D-6, Bunting	Bishopville	19-23-27

Prior Members: Since 1972

Isaac Patterson ¹	Klein Leister (99-03)	Michael Day *19-21
Lenora Robbins ¹	Bill Simmons (99-04)	Barbara Tull (03-23)
Kathy Fisher ¹	Bob Hulburd (99-05)	Elena Ake *16-23 Released
Leroy A. Brittingham ¹	Frederick Wise (99-05)	Nola Tullar (23-24) Released
George "Buzz" Gering ¹	Wayne Benson (05-06)	
Nancy Pridgeon ¹	Jonathan Cook (06-07)	
Marty Batchelor ¹	John Glorioso (04-08)	
John Verrill ¹	David Blazer (05-09)	
Thomas Hood ¹	Ron Pilling (07-11)	
Ruth Reynolds (90-95)	Gary Weber (99-03, 03-11)	
William H. Buchanan (90-95)	Annemarie Dickerson (99-13)	
Jan Quick (90-95)	Diana Purnell (99-14)	
John Verrill (90-95)	Kathy Fisher (11-15)	
Larry Knudsen (95)	Linda Glorioso (08-16)	
Carol Johnsen (99-03)	Teresa Travatello (09-18)	
Jim Nooney (99-03)	Molly Hilligoss (15-18)	
Barry Laws (99-03)	Denise Sawyer (*18-19)	
	Isabel Morris (11-19)	

* = Appointed to fill an unexpired term

1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999

2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

**WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES 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 of Ocean Pines Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing- (410-641-5251)

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26
Robert Kane	Ocean Pines	22-26
James Spicknall	Ocean Pines	07-10-14-18-22-26
Frederick Stiehl	Ocean Pines	*06-24, 24-28

Prior Members: (Since 1993)

Andrew Bosco (93-95)
 Richard Brady (96-96, 03-04)
 Michael Robbins (93-99)
 Alfred Lotz (93-03)
 Ernest Armstrong (93-04)
 Jack Reed (93-06)
 Fred Henderson (04-06)
 E. A. "Bud" Rogner (96-07)
 David Walter (06-07)
 Darwin "Dart" Way, Jr. (99-08)
 Aris Spengos (04-14)
 Gail Blazer (07-17)
 Mike Hegarty (08-17)
 Michael Reilly (14-18)
 Bob Poremski (17-20)
 Gregory Sauter (17-21)

* = 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 ^c (93-96)	Andrew Delcorro (*14-19)
John Mick ^c (93-95)	
Frank Gunion ^c (93-96)	
Carolyn Cummins (95-99)	
Roger Horth (96-04)	
Whaley Brittingham ^c (93-13)	
Ralph Giove ^c (93-14)	
Chris Smack (04-14)	

* = Appointed to fill an unexpired term
^c = 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 (3rd 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 Termed Out
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21 Resigned
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25 Will Term Out
Windy Phillips	Board of Education		19-22-25 Will Term Out
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 Resigned
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 ^c (95-97)	Marie Velong ^c (95-99)	Christine Selzer (03)
Helen Henson ^c (95-97)	Carole P. Voss (98-00)	Linda C. Busick (00-03)
Barbara Beaubien ^c (95-97)	Martha Bennett (97-00)	Gloria Bassich (98-03)
Sandy Wilkinson ^c (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Carolyn Porter (01-04)
Helen Fisher ^c (95-98)	Lil Wilkinson (00-01)	Martha Pusey (97-03)
Bernard Bond ^c (95-98)	Diana Purnell ^c (95-01)	Teole Brittingham (97-04)
Jo Campbell ^c (95-98)	Colleen McGuire (99-01)	Catherine W. Stevens (02-04)
Karen Holck ^c (95-98)	Wendy Boggs McGill (00-02)	Hattie Beckwith (00-04)
Judy Boggs ^c (95-98)	Lynne Boyd (98-01)	Mary Ann Bennett (98-04)
Mary Elizabeth Fears ^c (95-98)	Barbara Trader ^c (95-02)	Rita Vaeth (03-04)
Pamela McCabe ^c (95-98)	Heather Cook (01-02)	
Teresa Hammerbacher ^c (95-98)	Vyoletus Ayres (98-03)	
Bonnie Platter (98-00)	Terri Taylor (01-03)	

* = Appointed to fill an unexpired term

^c = Charter member

BOARD OF ZONING APPEALS

Reference: Public Local Law - ZS '1-116

Appointed by: County Commissioners

Function: Regulatory
Hear and decide on applications for special exceptions, variances from the setback or area provisions of the Zoning Ordinance, and on appeals where there is an alleged error in the application of the Zoning Ordinance; grant expansions of nonconforming uses.

Number/Term: 7 members (as of 1-31-97 per Bill 96-14)/3 years.
Terms expire December 31st

Compensation: \$100 per meeting, plus mileage for site inspections (policy)

Meetings: 2 per month

Special Provisions: None

Staff Contact: Department of Development Review & Permitting
Jennifer Keener -Deputy Director, DRP (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>
Larry Fykes	D-1, Abbott	Pocomoke	*16-19-22-25
Don Furbay	D-3, Fiori	Ocean City	23-26
Jake Mitrecic	D-7, Mitrecic	Ocean City	20-23-26
Beth Gismondi	D-5, Bertino	Ocean Pines	23-26
Thomas Babcock	D-4, Elder	Whaleyville	15-18-21-24-27
Robert M. Purcell	D-6, Bunting	Bishopville	*11-12-15-18-21-24-27
Lisa Bowen	D-2, Purnell	Berlin	* 22, 22-25-28

Prior Members: (Since 1972)

Robert B. Jackson	Marion Marshall (90-96)	Mike Diffendal (08-10)
Ruth Spinak	Madison Bunting (90-96)	James E. Clubb, Jr. (06-11)
Merrill Lockfaw	Howard ABuzz@ Taylor (97-98)	Joe Fehrer, Jr. (06-12)
Winnie Williams	Edward Bounds (90-99)	Beth Gismondi (96-14)
Randolph F. Wilkerson	Marion Butler, Sr. (96-99)	Bill Bruning (12-15)
Cashar J. Hickman	Dwight Campbell (95-00)	Robert L. Cowger, Jr. (10-16)
E. Paige Boston	Larry Widgeon (94-00)	Rodney C. Belmont (07-17)
Elbridge Murray	Robert Ewell (95-01)	Larry Duffy (*17-19)
Gary McCabe	Lester Shockley (99-02)	Glen Irwin (14-20)
Harley Day	Robert Mitchell (02-05)	James Purnell (19-22)
Charles Lynch	Janice Foley (99-05)	David Dypsky(*11-23)
Dwight E. Campbell	Richard Outten (00-06)	Joseph Green (*05-23)
T. Clay Groton	Doug Parks (00-06)	
Albert Berger	Brian Roberts (06)	
Clifford Dypsky	Dale Smack (01-06)	
Donald Jones	Lou Taylor (05-08)	
George Ward, Jr. (92-95)	Jerre F. Clauss (98-10)	
Doris Glover (91-95)		

* = Appointed to fill an unexpired term



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: *The Salisbury Daily Times and The Ocean City Today Group*
 FROM: Candace Savage, Deputy Chief Administrative Officer
 DATE: September 17, 2025
 SUBJECT: Worcester County Public Hearing Notice

.....
 Please print the attached Public Hearing Notice in *The Salisbury Daily Times* and *Ocean City Digest/Ocean City Today* on **September 25, 2025**. Thank you.

NOTICE OF PUBLIC HEARING

The Worcester County Commissioners will conduct a Public Hearing to obtain the views of citizens on community, economic development, and housing needs to be considered for submission of an application to the Maryland Community Development Block Grant Program (CDBG). Citizens will have the opportunity to discuss proposed projects and to provide input on other needs to be considered. The hearing will be held on:

TUESDAY, October 7, 2025

AT 10:35 A.M.

IN THE COUNTY COMMISSIONERS' MEETING ROOM
 ROOM 1101 – GOVERNMENT CENTER – ONE WEST MARKET STREET
 SNOW HILL, MARYLAND 21863

The draft CDBG grant application will be available for the public to review on October 10, 2025 until October 17, 2025 at One West Market Street, Room 1103, Snow Hill, MD 21863 during normal business hours of 8:00AM to 4:30PM.

Citizens will be furnished with information including but not limited to:

- the amount of CDBG funds available for State Fiscal Year 2026;
- the range of activities that may be undertaken with CDBG funds; and
- the proposed projects under consideration by the Worcester County Commissioners.

The Maryland Community Development Block Grant (CDBG) Program is a federally funded program designed to assist governments with activities directed toward neighborhood and housing revitalization, economic development, and improved community facilities and services. It is administered by the Department of Housing and Community Development.

The Maryland CDBG Program reflects the State's economic and community development priorities and provides public funds for activities which meet one of the following national objectives, in accordance with the federal Housing Community Development Act of 1974, as amended, that:

1. benefit to low- and moderate-income persons and households;
2. aid in the prevention or elimination of slums or blight;
3. meet other community development needs of an urgent nature, or that are an immediate threat to community health and welfare.

Efforts will be made to accommodate the disabled and non-English speaking residents with 3 business days advance notice to Candace Savage, Deputy Chief Administrative Officer at 410-632-1194.

Theodore J. Elder, President
 WORCESTER COUNTY COMMISSIONERS

**RESOLUTION AUTHORIZING THE FILING OF A COMMUNITY DEVELOPMENT BLOCK
GRANT APPLICATION TO FUND THE DIAKONIA 611 SHELTER PROJECT IN
WORCESTER COUNTY, MARYLAND**

WHEREAS, State of Maryland through the Department of Housing and Community Development has solicited applications from eligible jurisdictions to apply for funding under the Maryland Community Development Block Grant Program; and

WHEREAS, Worcester County is eligible to apply for funds from the Maryland Community Development Block Grant program through the Maryland Department of Housing and Community Development; and

WHEREAS, the County Commissioners of Worcester County, Maryland held the required public hearing on October 7, 2025 related to the formulation of the Worcester County Commissioner's Block Grant Application; and

WHEREAS, the Worcester County Commissioners understand and acknowledge that they would be responsible for completion of grant activities and any corrective actions including the repayment of funds if necessary;

NOW, THEREFORE, BE IT RESOLVED, that the County Commissioners of Worcester County, Maryland hereby authorize the submittal of an application for Community Development Block Grant funds in the amount of \$800,000 this 7th day of October, 2025 for the following project: Diakonia 611 Shelter Project in Worcester County, Maryland.

BE IT FURTHER RESOLVED, that Commissioner President Theodore J. Elder is authorized and empowered to execute any and all documents required for the submission of the application.

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Attest:

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



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: September 29, 2025
RE: Comprehensive Plan Joint Work Session

Topic: Community Facilities Chapter, Economic Development/ Tourism Chapter and Transportation Chapter review

Background: These chapters were informed with direct input from a variety of County departments and agencies, including the Fire Marshal, Sheriff's Office, Recreation and Parks, Library, Health Department, Economic Development/ Tourism, Public Works and Environmental Programs. We appreciate the time, effort and data that staff have provided to develop these chapters.

Action requested: Feedback on the draft chapters.

Please note that any chapter language and maps are still in draft format and may be modified before the final draft plan is consolidated.

The public may view and comment upon any of the working draft chapters from our website:
<https://www.co.worcester.md.us/comprehensive-plan>



3. COMMUNITY FACILITIES

Community facilities and services are important elements for the County's health, safety, and welfare of its existing and future residents. This chapter helps guide facility and service establishments and programming to serve the County as efficiently as possible.

Goals and Objectives

1. Work with the State of Maryland to plan for future needs as the County grows, including emergency services, schools, and community facilities.
2. Partner with Worcester County Public Schools for essential services and schools with sufficient services demanded by the County's communities.
3. Look at opportunities to preserve and enhance the small-town character of the County through an increase in community and cultural activities.
4. Provide adequate public services, including health, safety, social, recreational, and waste disposal services to facilitate the County's desired amount and pattern of growth.

Government

The State of Maryland allows three different government structures that counties may adopt: Code Home Rule, Commissioner, and Charter. Worcester County is a Code Home Rule County. The County follows the following structure:

Structure of Government - Commissioners determine structure through local enactments.

Public Local Laws - Commissioners can enact, amend, or repeal local laws on a wide array of matters. Most powers granted Charter counties are also granted to Code counties. The General Assembly may still enact public local laws covering an entire class of Code counties, but not for one single Code county.

Bonding Authority - Commissioners authorize. No statutory maximum, but the General Assembly may establish a limit. Subject to local referendum if petitioned by 10% of voters.

Taxes (Caps, Credits) - General Assembly authorization required.

Impact Fees - Commissioners may establish.

Civil Infractions/Fines - Commissioners may enact subject to limitations.

Commissioner/Council Members - Determined through enactment of public local laws.

Police and Corrections Departments - The Corrections Department may be enacted by local Commissioners. Local Police Departments are approved by the General Assembly.

Government Structure

Worcester County is governed by a Board of County Commissioners elected from seven districts. Commissioners are elected by voters during the general election that's held every four years.

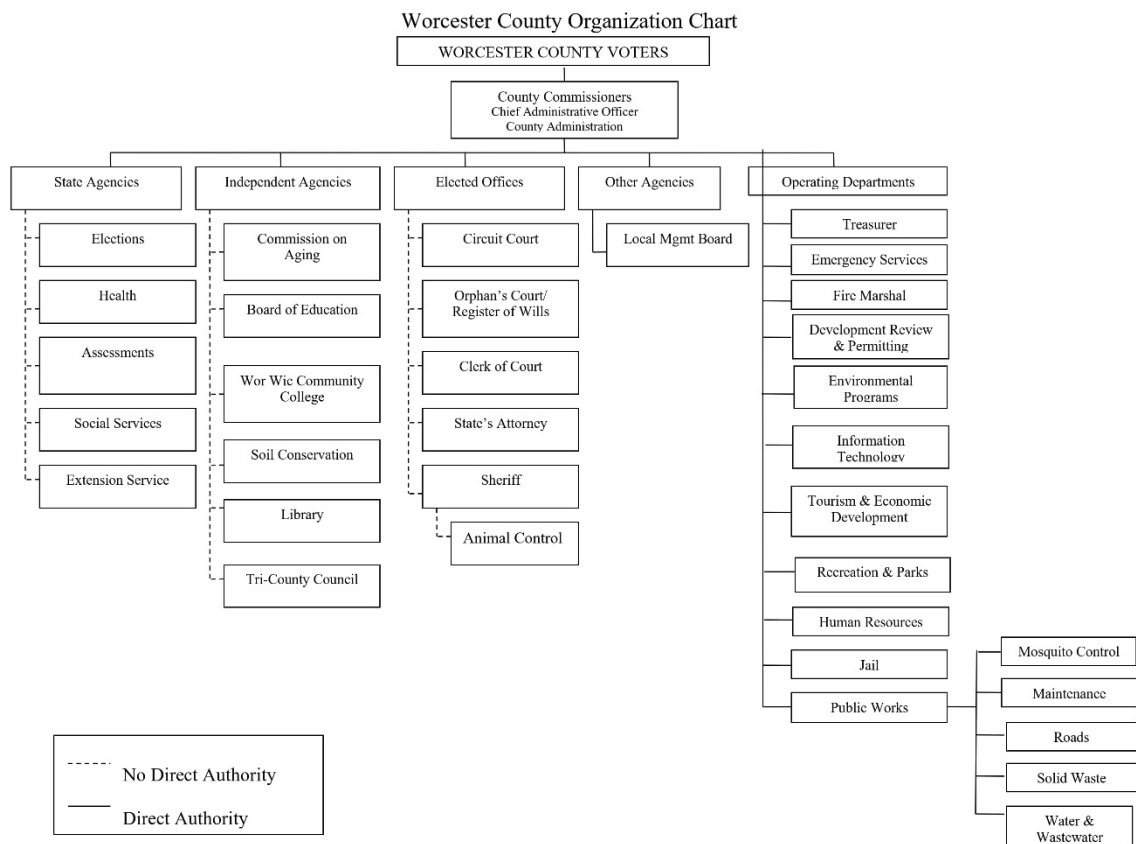
Departments

The County has the following local Government Departments:

- Administration
- Animal Control
- Board of Elections

3. COMMUNITY FACILITIES

- Boards and Committees
- Development Review & Permitting
- Economic Development
- Emergency Services
- Environmental Programs
- Fire Marshal's Office
- Human Resources
- Information Technology
- Jail
- Public Works
- Recreation and Parks
- Sheriff's Office
- State's Attorney
- Tourism
- Treasurer's Office



Public Safety

A variety of police protection and emergency services are provided by County, State, and municipal agencies and volunteer organizations. This section provides key information for these services.

3. COMMUNITY FACILITIES

Map 3-1, Public Safety Facilities, shows the locations of the facilities listed below.

Law Enforcement

Worcester County is committed to continuing to provide a safe environment for its residents. The Sheriff's office, located in Snow Hill, employs the Sheriff, Chief Deputy, two Captains, and five Lieutenants. In addition, the office provides judicial, field, and investigative services as well as supports the Worcester County School District with any needs through their School Resource Division.

Office of the Fire Marshal

The Worcester County Fire Marshal's Office is responsible for conducting fire investigations of all fires in the County where arson is suspected, the fire is undetermined by the fire department, and/or an injury or death has occurred. The Worcester County Fire Marshal's Office is the local enforcing agency for three municipalities and the County, including all provisions of the Maryland and Worcester County laws insofar as such powers and duties relate to fires, fire prevention, fire protection, fire inspections, fire investigations and explosive incidents.

The County Fire Marshal's Office is active in fire prevention, designing programs in fire education that are geared towards all ages of County citizens. The Worcester County Fire Marshal's Office is also responsible for the response and mitigation of all bio terrorism incidents in Worcester County.

The County Fire Marshal, Chief Deputy Fire Marshal, Deputy Fire Marshals, and Fire Investigators/Inspectors have the authority to enforce and perform the duties required under COMAR 29.06.01 (Maryland State Fire Prevention Code) and Code of Public Local Laws for Worcester County PS 1-201 & PS 1-401 (Worcester County Fire Prevention Code).

The County Fire Marshal's are deputized by the Maryland State Fire Marshal under the Annotated Code of Maryland, Public Safety Article 6, §6-304 and have the authority of Title 6, §6-305, §6-307, §6,309, §6-310, §6-312, §6-317, §6,318, §6-319 and §6-320 and the authority of a police officer when investigating fire related crimes under the Code of Public Local Laws for Worcester County PS 1-301(d), (**) the Annotated Code of Maryland, Public Safety Article, Title 3, Subtitle 1, § 3-101, & Title 3, Subtitle 2, § 3-201, Criminal Procedures Article, Title 2, Subtitle 2 § 2-208.4 and the Criminal Law Article, Title 4, Subtitle 2, § 4-201

Fire Departments located within the County include:

- Snow Hill Fire Department
- Berlin Fire Company
- Stockton Volunteer Fire Company
- Girdletree Volunteer Fire Company
- Pocomoke City Volunteer Fire Company
- Showell Volunteer Fire Department
- Newark Volunteer Fire Department
- Bishopville Volunteer Fire Department
- Ocean City Volunteer Fire Company
- Ocean Pines Fire Department

3. COMMUNITY FACILITIES

Parks and Recreation

Parks and recreation are critical to the quality of life in the County. Natural resources, open space, and recreational facilities add to the community's quality of life and make a positive contribution to the County's sustainability.

In 2023, the County approved a Land Preservation, Parks and Recreation Plan (LPPRP), a five-year plan that identifies the location and recreational opportunities available across the County, how these parks and facilities are used, the proximity of these parks to the County's population, as well as the need for additional parks and facilities and where these facilities could be located to fill any gaps. The LPPRP serves as the basis for the County's participation in the State's Program Open Space (POS) program.

In addition to the Parks and Recreational facilities identified in this Plan, the LPPRP identifies other open space, parks and recreational facilities that are not owned by the County but contribute to the inventory of parks, open space and recreational facilities that County residents may use. The LPPRP is incorporated into the Comprehensive Plan by reference as a functional plan that provides more information and guidance to County officials about these facilities.

The County has numerous park and recreation facilities for the public to utilize. These facilities offer a variety of amenities and serve various areas of the County and its shore. The County will continue to maintain these facilities as well as identify needs and opportunities to update or expand the facilities as needed. **Map 3-2, Parks & Recreation** shows the locations of some of the main facilities listed below.

3. COMMUNITY FACILITIES

Park Name	Location	Acreage	Designation
Assateague Island National Seashore	6850 Gatehouse Rd, Berlin, MD 00152	8,476*	Nature/Beach
Bishopville Park	10602 Bishopville Rd, Bishopville, MD 21813	5.02	Neighborhood
Girdletree Park	5901 Boxiron Rd, Girdletree, MD 21829	3	Neighborhood
Greys Creek Nature Park	13240 Rollie Rd E, Bishopville, MD 21813	574	Nature
Herring Creek Nature Park	12500 Nature Park Dr, Ocean City, MD 21842	43.55	Nature
Homer Gudelsky Park	13055 Old Bridge Rd, Ocean City, MD 21842	0.97	Nature
Isle of Wight Park	13070 St Martins Neck Rd, Bishopville, MD 21813	12	Nature
John Walter Smith Park	6030 Public Landing Rd, Snow Hill, MD 21863	80	Regional
Newark Park	8332 Newark Rd, Newark, MD 21841	4.2	Neighborhood
Newtown Park	2001 Groton Rd, Pocomoke City, MD 21851	58	Regional
Northern Worcester Athletic Complex	9906 Buckingham Ln, Berlin, MD 21811	76	Regional
Public Landing	8303 Public Landing Rd, Snow Hill, MD 21863	8.7*	Beach
Showell Park	11281 Racetrack Rd, Berlin, MD 21811	21	Regional
Stockton Park	5520 Hursley Rd, Stockton, MD 21864	4	Neighborhood
Whaleyville Park	11723 Sheppards Crossing Rd, Whaleyville, MD 21872	1	Neighborhood
Worcester County Recreation Center	6030 Public Landing Rd, Snow Hill, MD 21863	1	Multipurpose Fitness Center

Source: Worcester County Park GIS layer; * denotes that acreage values are calculated from this source using GIS analysis.

Assateague Island National Seashore

Assateague Island National Seashore is a 37-mile-long island along the coast of Maryland and Virginia. Activities available to visitors include beaches, swimming, surfing, wildlife viewing, birding, crabbing, fishing and kayaking. Annually, the park sees over 1 million visitors.

Bishopville Park

Bishopville Park is a 5-acre neighborhood park located just outside of the community of Bishopville. Amenities include a grassy open area that can be used for both informal activities and organized recreation functions, a playground, and free Wi-Fi.

3. COMMUNITY FACILITIES

Girdletree Park

Girdletree Park is a neighborhood park in the Village of Girdletree (30 miles southwest of Ocean City). This 3-acre park includes a playground with two adjoining sections and a pavilion with grills and picnic tables.

Greys Creek Nature Park

Greys Creeks Nature Park is a 574-acre nature area located at the northeast tip of Worcester County and offers views of Assawoman Bay, Ocean City, and Fenwick Island, Delaware. The property conserves the natural habitat and contains upland coastal forest, non-tidal wetlands, and tidal saltwater wetlands. The park is currently not open to the public.

Herring Creek Nature Park

Herring Creek Nature Park is a 44-acre park located in western Ocean City. The park features a pavilion that is available for picnics and gatherings, as well as walking/jogging paths and bird watching stations.

Homer Gudelsky Park

Homer Gudelsky Park is located at the end of Route 707 in western Ocean City. This location offers access to Sinepuxent Bay and provides shore access for fishing.

Isle of Wight Park

Isle of Wight Park is a 12-acre nature park that's located south of Rt. 90 in Bishopville. Offered amenities include a canoe and kayak launch site, two piers, and picnic tables.

John Walter Smith Park

John Walter Smith Park is an 80-acre park that's located on Public Landing Road in Snow Hill. The park includes pavilions, a frisbee golf course, trails, courts, and an athletic field. This location is also where Worcester County Department of Recreation & Parks programming and maintenance operations are administered.

Newark Park

Newark Neighborhood Park is a 4-acre park located in the community of Newark, between the towns of Snow Hill and Berlin. This park serves as a rural neighborhood park for the citizens of the area to enjoy. The park offers a pavilion, playground, and volleyball pit.

Newton Park

Newtown Park is a 58-acre park located in Pocomoke, serving as an athletic complex to citizens in the southern end of the County. Amenities include sport fields, a pavilion, a walking and biking trail, a fishing pond, and a playground.

Northern Worcester Athletic Complex

The Northern Worcester Athletic Complex is a 76-acre park located in Berlin. Amenities include sport fields, a pavilion, walking trails, and a playground.

Public Landing

Public Landing is located at the end of Public Landing Wharf Road in Snow Hill. The park offers a beach area, a pier to go crabbing or fishing, and 30 boat slips that are leased yearly through the Worcester County Recreation and Parks Department.

3. COMMUNITY FACILITIES

Showell Park

Showell Park is a 21-acre park located in Showell, Maryland. This park is used for county's softball leagues and as an overflow facility during large softball tournaments. Showell Park offers two playgrounds, one for 2-5 year olds and one for 5-12 year olds. Pavilions, a walking trail, and courts are also available for use.

Stockton Park

Stockton Park is a 4-acre neighborhood park that's located nine miles east of Route 113. The park offers a pavilion equipped with picnic tables and a barbeque grill. The park also has a playground unit, benches, and a baseball/softball backstop for the community to use.

Whaleyville Park

Whaleyville Park is located between the intersection of Route 610 and Shepperd's Crossing Road in Whaleyville. The park includes a playground and picnic tables under a shaded area for the community to use.

Worcester County Recreation Center

The Worcester County Recreation Center is in Snow Hill. The facility includes a climate-controlled 47,000 square-foot multi-purpose fitness arena along with the offices of the Recreation & Parks staff. The center includes a 520-seat arena, a 4-lane track, courts, meeting spaces, a childcare room, and a fitness room.

Educational Facilities

The purpose of reviewing educational facilities within the comprehensive plan is not to supersede the role of the Worcester County Public Schools (WCPS) in planning for school facilities, but rather to raise awareness of the critical nature of coordinating school facilities with community planning, open and recreation space planning, reliable access to broadband, and transportation planning. The type and quality of educational opportunities are directly linked to the economic viability of a community. Building new school facilities within a new or established community takes forethought, planning, and concern for both the student and the surrounding physical environment. Site selection requires careful consideration of the existing land uses, street capacity, location, and existing public services including water availability, wastewater treatment capacity, emergency services, and library facilities.

Worcester County Public Schools currently enroll approximately 6,800 students, between pre-k and 12th grade, through the 14 school buildings in their district. WCPS, like the other Local Education Agencies (LEAs) across Maryland, plan for capital facilities through their annual Educational Facilities Master Plans (EFMP). These annual plans are submitted to the Department of Development Review and Permitting, as well as to the Maryland Department of Planning, to review for consistency with the Comprehensive Plan.

Map 3-3, Educational Facilities, shows the locations of the schools listed below.

Elementary Schools

Buckingham Elementary School: located in Berlin; serves grades Pre-K through 4 and currently houses approximately 530 students

3. COMMUNITY FACILITIES

Ocean City Elementary School: located in West Ocean City; serves grades Pre-K through 4th grade and currently houses approximately 530 students

Showell Elementary School: located between the Towns of Showell and Ocean Pines, opened in 2020; serves grades Pre-K through 4 and houses approximately 621 students.

Berlin intermediate School: located in Berlin; serves grades 5 and 6 and currently houses approximately 625 students who come from Buckingham Elementary, Ocean City Elementary, and Showell Elementary Schools.

Pocomoke Elementary School: located in Pocomoke; serves grades Pre-K through 4, and currently houses 458 students.

Snow Hill Elementary School: located in Snow Hill; serves grades Pre-K through 3, and currently houses approximately 377 students.

Middle Schools

Pocomoke Middle School: located in Pocomoke City; serves grades 4 through 8, and currently houses approximately 456 students.

Snow Hill Middle School: located in Snow Hill; serves grades 4 through 8, and currently houses approximately 400 students.

Stephen Decatur Middle School: located in Berlin; serves grades 7 and 8 and currently houses approximately 700 students.

High Schools

Pocomoke High School: located in Pocomoke; currently houses approximately 355 students

Snow Hill High School: located in Snow Hill; serves grades 9 through 12 and currently houses approximately 358 students.

Stephen Decatur High School: located in Ocean City; serves grades 9 through 12 and is the largest of Worcester County's three high schools, housing 1400 students.

Other Locations

Cedar Chapel Special School: located in Snow Hill; Cedar Chapel Special School serves students with special needs, ages 3 through 21. Currently the school serves 50 students.

The Nest Early Learning Center: located in Newark; opened in 2023 with 5 teachers, as well as 12 high school students serving as apprentices. The building serves children ages 2 through 4.

Worcester Technical High School: located in Newark; serves grades 9 through 12

Library Facilities

Public libraries provide free access to information and resources to support literacy and learning. The Worcester County Library system includes five library branches located in Berlin, Ocean City, Ocean Pines, Pocomoke, and Snow Hill. In addition to collections of books, CDs, and DVDs, people can check out hot spots, laptops, and specialty learning kits. Each branch provides access to computers and

3. COMMUNITY FACILITIES

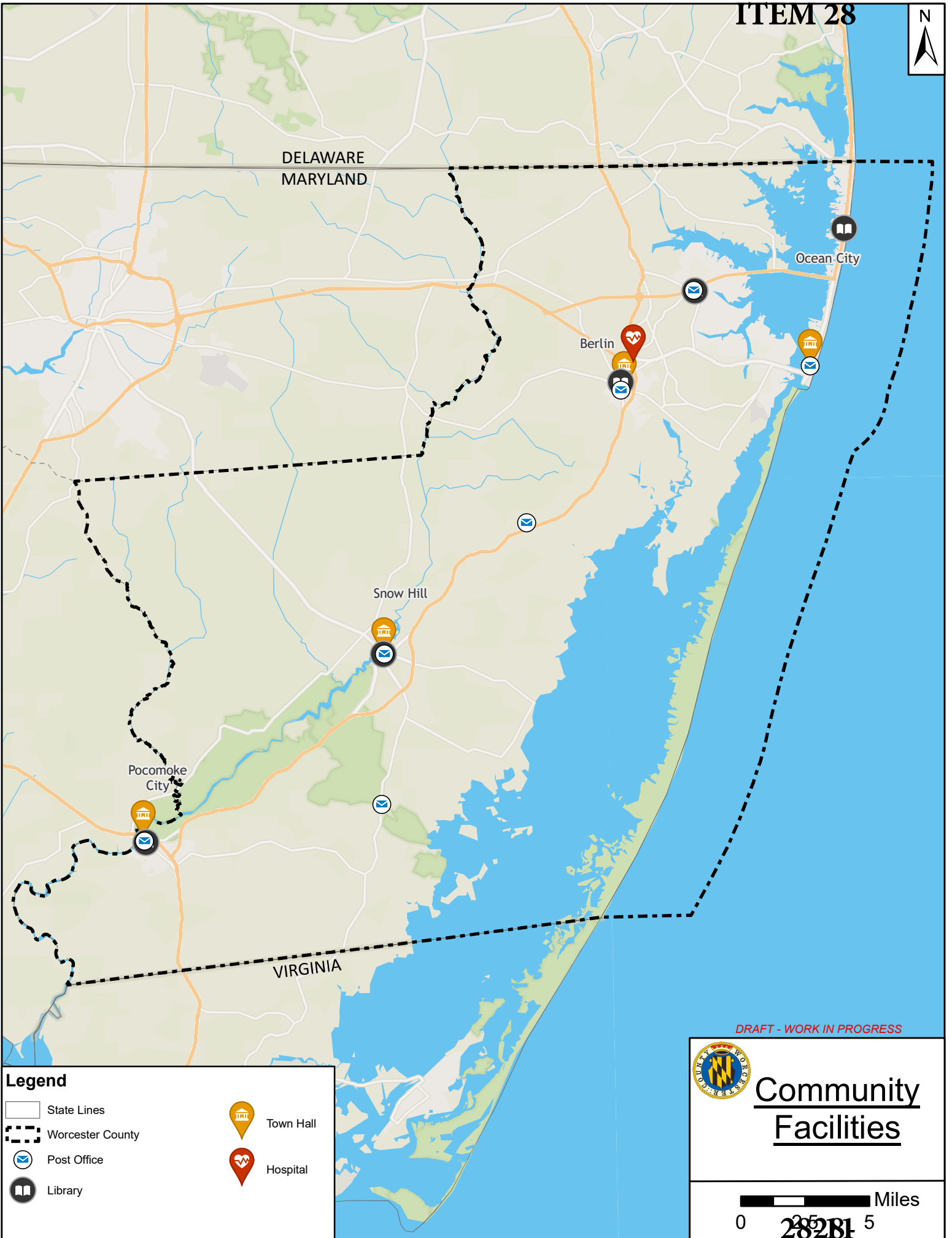
printing services. All branches have local history sections, and the Snow Hill branch houses the Worcester Room containing special collections and genealogy resources. A "Books by Mail" program helps those unable to leave their homes due to a temporary or permanent disability, and the Library operates the "Pop-Up Library," a mobile outreach vehicle.

Programs are offered for all ages and range from story times that support kindergarten readiness to personal enrichment classes. Job seekers use the library to search and apply for employment opportunities. Libraries also support digital literacy with one-on-one assistance and have taken on a greater technological role through the provision of eBooks, databases, and remote access to library materials. Libraries serve as community gathering places and provide space for studying, small group gatherings, and as a meeting place for community organizations. This is an important service, particularly in rural areas.

The Library Board of Trustees advise the Library Director, approve budgets, adopt policies, and ensure the library meets the needs of the community through its collection, services, and programs. Trustees are comprised of seven members of the public from various parts of the County. Public libraries are a resource that must be supported to encourage vibrant and sustainable communities.

Health Services

There are many dental, medical, physical therapy, and mental health practitioners within the County to serve the community. There are some medical centers and urgent care clinics within the County but the main health care facility is Atlantic General Hospital, located in Berlin. The location of this hospital can be found on **Map 3-4, Community Facilities**.



Legend

- State Lines
- Worcester County
- Post Office
- Library
- Town Hall
- Hospital

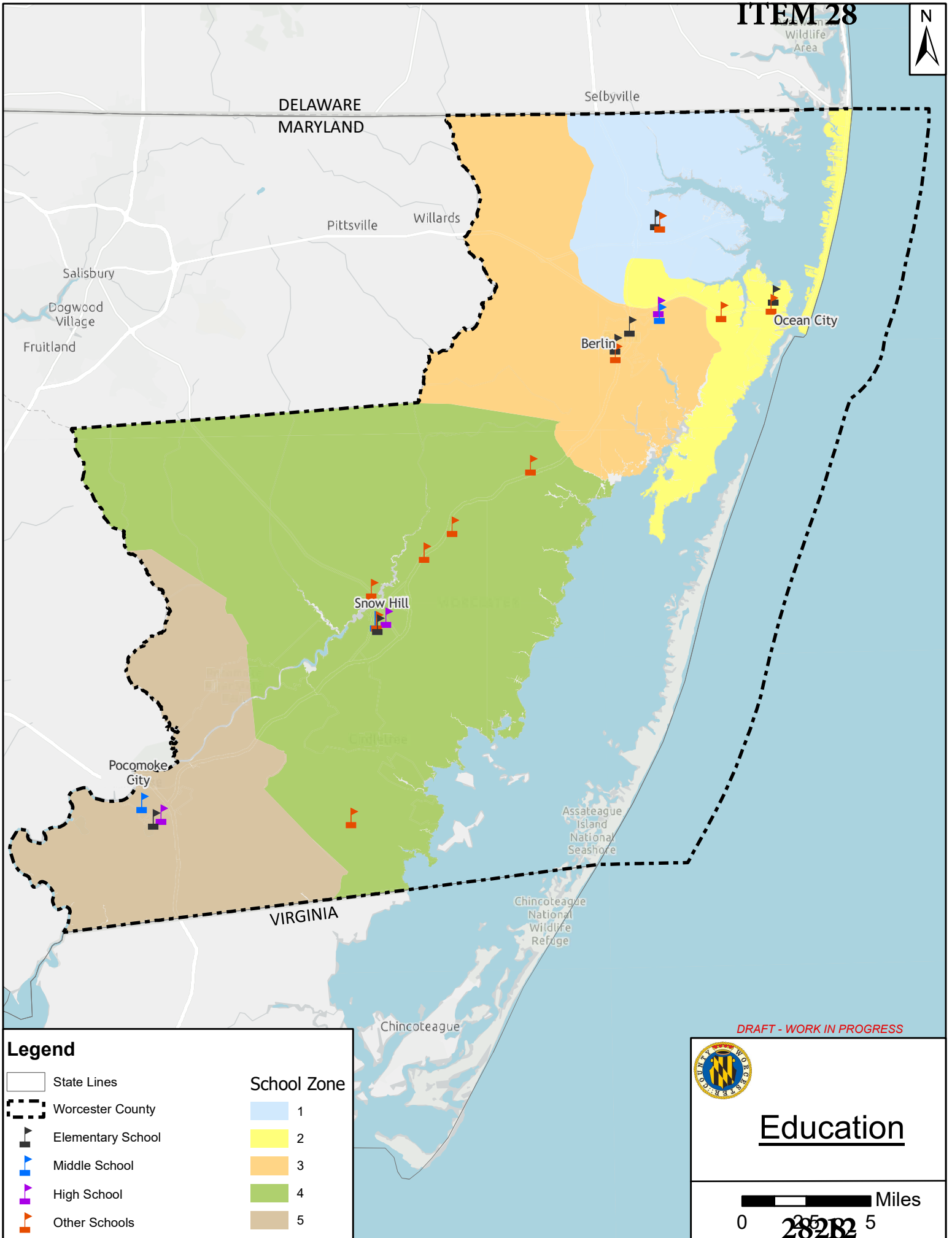
DRAFT - WORK IN PROGRESS



Community Facilities

0 2.5 5 Miles

28281



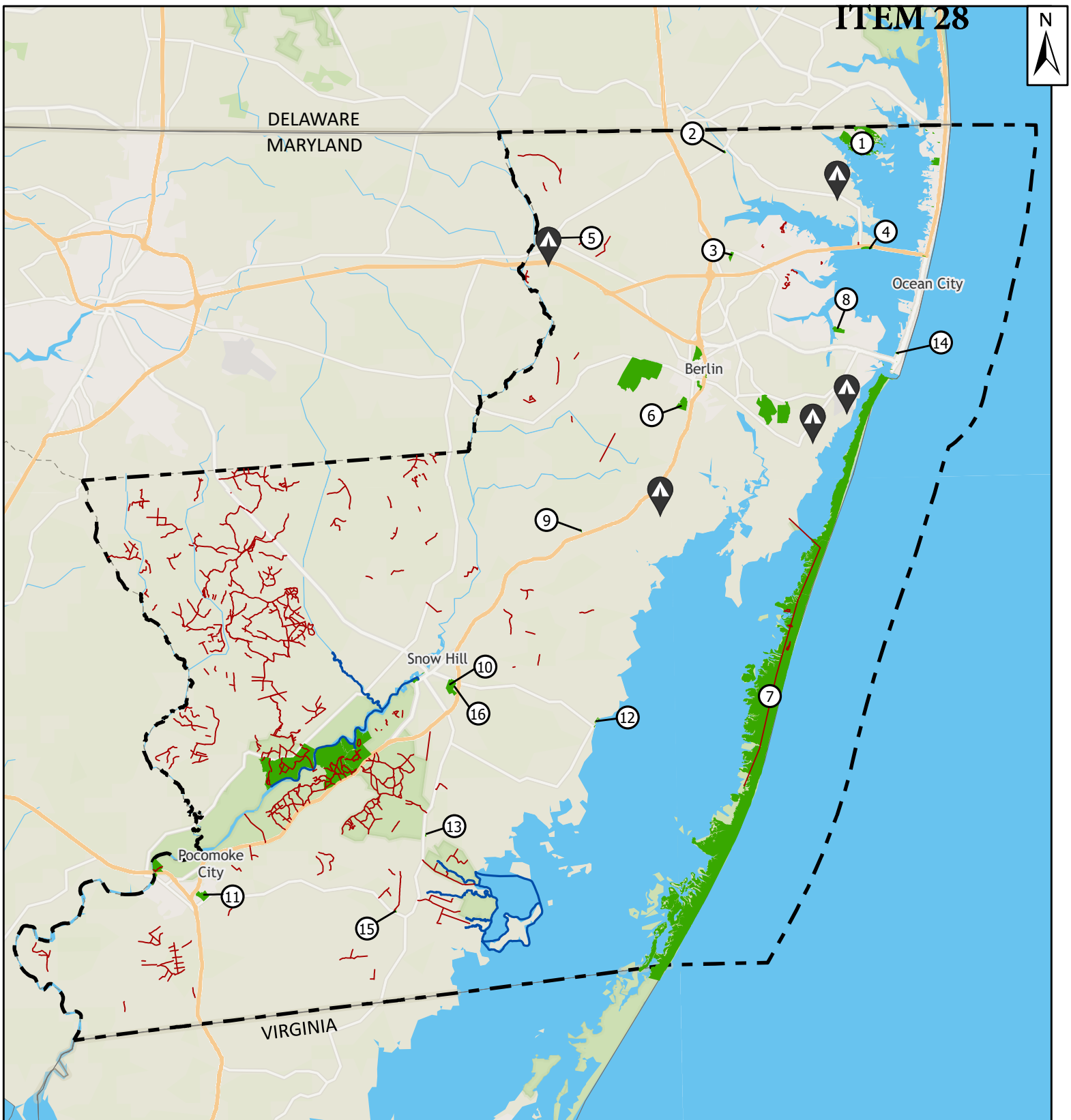
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Education

0 2.5 5 Miles

28282



Legend

- State Lines
- Worcester County
- Land Trails
- Water Trails
- Campgrounds
- Park

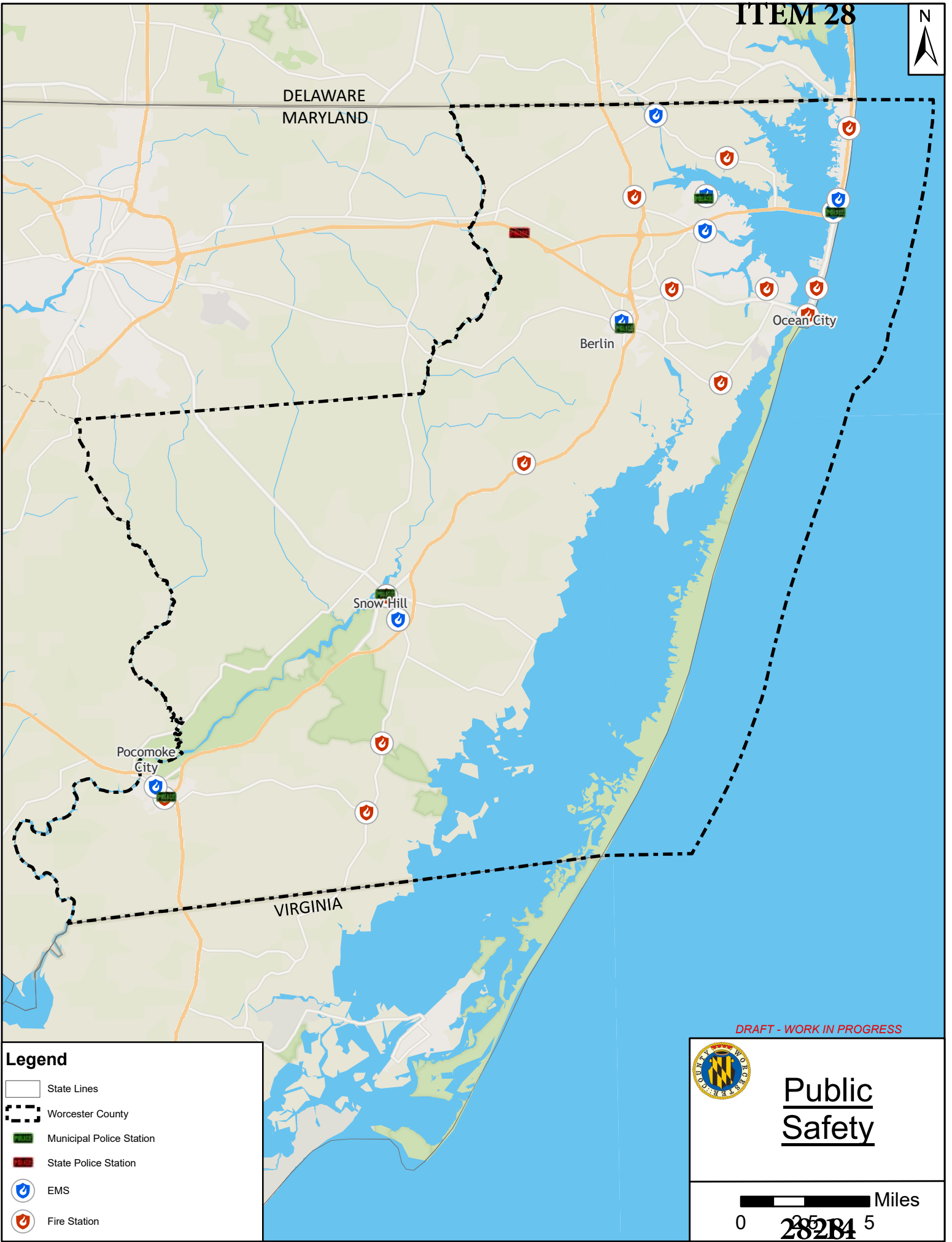
- | | |
|---------------------------------------|--------------------------------------|
| ① Greys Creek Nature Park | ⑨ Newark Park |
| ② Bishopville Park | ⑩ John Walter Smith Park |
| ③ Showell Park | ⑪ Newtown Park |
| ④ Isle of Wight Park | ⑫ Public Landing |
| ⑤ Whaleyville Park | ⑬ Girdletree Park |
| ⑥ N. Worcester Athletic Complex | ⑭ Homer Gudelsky Park |
| ⑦ Assateague Island National Seashore | ⑮ Stockton Park |
| ⑧ Herring Creek Nature Park | ⑯ Worcester County Recreation Center |

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Parks & Recreation

0 5 Miles



Legend

- State Lines
- Worcester County
- Municipal Police Station
- State Police Station
- EMS
- Fire Station

DRAFT - WORK IN PROGRESS



**Public
Safety**

0 2.5 5 Miles

6. ECONOMIC DEVELOPMENT AND TOURISM



Introduction

Worcester County's geographic position as the easternmost county in the state of Maryland, and the only county in Maryland to border the Atlantic Ocean, presents unique economic opportunities. The county is home to the popular vacation resort area of Ocean City, founded in 1875, as well as wild habitats on the primitive wilderness areas on Assateague Island and in the Pocomoke River and Swamp. Additionally, Worcester is the only county in Maryland that borders both Delaware and Virginia. It offers ready access to major metropolitan markets, including Washington D.C., Baltimore and Philadelphia. This resulting regional connectivity is an advantage for residents and visitors alike.

Worcester County's economy is in an era of growth and diversification, with key elements like supporting small businesses and fostering tourism remaining highly relevant. Promoting a diverse economy and creating opportunities in higher-wage industries continue to be critical goals.

Since the County's last Comprehensive Plan was adopted in 2006, the economic landscape has undergone dramatic shifts, particularly with the rise of remote work, the increasing importance of digital infrastructure, and the growth of agritourism. These changes should be integrated into this plan.

Currently, Worcester County faces several economic challenges, including seasonal dependence on tourism, workforce retention, the need to attract skilled talent, limited affordable housing for workers, and threats to agriculture and fisheries from environmental changes, such as the potential displacement of commercial fishing due to wind farm development.

Moving forward, strategic land use and infrastructure planning will be essential to balancing economic expansion with the preservation of the county's rural and coastal character. By focusing on higher-wage job creation, workforce development, and sustainable tourism, Worcester County can work towards long-term prosperity. Efforts to foster balanced growth, support small businesses, and create living-wage opportunities while investing in affordable housing and infrastructure will be vital to the County's continued prosperity.

Goals and Objectives

A primary goal of economic development is to foster a resilient and inclusive economy by driving sustainable growth in tourism, small business, technology, agriculture, and light industry. In Worcester County, this includes preserving and celebrating the County's unique rural and coastal heritage while creating opportunities for year-round employment, innovation, and community well-being.

The following general objectives have been specifically identified as critical to the ongoing success of Worcester County and its residents. These are grouped by category:

1. Business Retention and Expansion (BRE)

- Support existing businesses with resources, guidance, and financial support.
- Conduct regular outreach meetings to identify challenges and growth opportunities and provide connections and resources.

6. ECONOMIC DEVELOPMENT AND TOURISM



- Continue collaboration with local chambers of commerce, county and town communication, and legislative officials.

2. Economic Growth and Employment

- Seek to raise the County's median income to meet the state average by increasing access to higher-paying, year-round employment.
- Diversify the economic base by extending the tourist season and fostering growth in emerging industries, such as technology and health care.
- Increase employment opportunities to retain talented young workers and attract new talent to the county.
- Align vocational education and workforce development programs with current and anticipated employment demands, including technical and soft skills training.
- Support the expansion of existing employers and encourage entrepreneurship to grow the local economy.
- Reduce unemployment by targeting job creation efforts to underserved populations and regions.
- Promote southern Worcester's potential for housing employees and allied businesses of NASA and the Mid-Atlantic Regional Spaceport at Wallops Island.

3. Entrepreneurship and Innovation

- Establish small business incubators and co-working spaces to support startups and small enterprises.
- Provide resources for grants, loans, and incentives for innovative projects and new businesses.
- Continue to host workshops, business roundtable discussions, business groups, and networking events to foster a culture of entrepreneurship.

4. Tourism and Hospitality

- Strengthen the tourism and hospitality industry by supporting towns and cities that define the County's character.
- Promote the creation of sports, cultural, and major attractions to boost visitation and increase tax revenue.
- Develop attractions and initiatives to encourage visitation during off-peak seasons.
- Highlight eco-tourism through environmental, heritage, and cultural attractions in partnership with heritage areas and museums.
- Support programming in sports tourism and arts and entertainment industries.

5. Engagement and Collaborative Development

- Collaborate with towns, chambers of commerce, and local partners to advance tourism and business initiatives.
- Partner with state-level entities to advocate for increased funding for economic development and tourism programs.

6. ECONOMIC DEVELOPMENT AND TOURISM



- Address the needs of agricultural and agri-tourism sectors to ensure their continued growth and success.
- Involve residents and stakeholders in decision-making processes.
- Strengthen partnerships with state and regional economic development organizations.
- Recognize and celebrate the achievements of local businesses and entrepreneurs.
- Collaborate with businesses in the Aerospace industry to support sustainable expansion of operations and employment opportunities.

6. Community and Sustainability

- Develop and support facilities catering to the county's aging population, including health care and accessible housing options.
- Ensure economic development aligns with the county's rural and coastal sustainability goals.
- Address the needs of the agricultural and agri-tourism sectors to ensure their growth and continued contribution to the local economy.

Economic Markets

Worcester County's economy is a dynamic blend of tourism, agriculture, and small business entrepreneurship. Anchored by Ocean City, a premier East Coast vacation destination, the County benefits from a robust hospitality sector that drives seasonal economic activity. Beyond tourism, the region boasts a thriving agricultural industry, including poultry farming, crop production, and agritourism ventures that connect local farms to visitors.

Small businesses and local artisans play a significant role, supported by a business-friendly environment and community-focused initiatives. Emerging sectors, including renewable energy and technology, add to the County's economic diversity. With its unique combination of natural beauty, vibrant communities, and strategic location near the Atlantic coast, Worcester County continues to grow as a hub for business and leisure.

The resort industry, construction, real estate, the public sector, agriculture, and an evolving focus on workforce development are the county's largest employers. These sectors employ a significant portion of the workforce and depend on the county's natural resources, rural charm, and coastal character for their success. For this reason, growth and economic development must be pursued in a manner that preserves these unique characteristics.

Year-round and seasonal population growth has expanded the market for the county's businesses. Service industries, including health care and technology, are expected to lead economic growth. Economic development efforts should focus on nurturing existing local industries, attracting higher-wage industries, and investing in workforce development to support a skilled and adaptable labor force.

See **Table 6-2, Employment by Industry with 10-year forecast** for the complete breakdown.

6. ECONOMIC DEVELOPMENT AND TOURISM



Table 6-1. Largest Employers in Worcester County (2024)

Employer	Location	Product/Service	Employment
Harrison Group*	Ocean City	Hotels & Restaurants	975
Atlantic General Health Systems	Berlin	Medical Services	970
Blue Water Development / Blue Water Hospitality*	Ocean City, Berlin	Hospitality Management & Real Estate Development	608
Bay Shore Development*	Ocean City	Amusements & Hotels	600
Fagers Island*	Ocean City, Berlin	Hotels & Restaurants	600
O.C. Seacrets*	Ocean City	Restaurant, Distillery & Liquor Store	487
Ocean Enterprise 589 / Ocean Downs Casino*	Berlin	Casino gaming	349
Ashore Resort & Beach Club*	Ocean City	Hotel & Restaurant	300
Dough Roller*	Ocean City	Restaurants	275
91st Street Joint Venture / Princess Royale*	Ocean City	Hotels & Restaurants	250
Real Hospitality*	Ocean City	Hotel Management	215
Ocean Pines Association	Berlin	Nonprofit civic organization	190
Sunsations*	Ocean City	Beach Wear / Products & Souvenirs	180
Bel-Art Products/SP	Pocomoke City	Scientific & Lab Products	164
Carousel Resort Hotel & Condominiums*	Ocean City	Hotels & Restaurants	150
Trimper Rides*	Ocean City	Amusements	145
Berlin Nursing & Rehabilitation Center	Berlin	Nursing & Rehabilitation	127
Harrison House Senior Living¹	Snow Hill	Nursing & Rehabilitation	85
Hardwire	Pocomoke City	Protective armour products	83
Dolle's Candyland*	Ocean City	Candy	50
Benelli	Pocomoke City	Firearms	40

*Reflects summer employment levels

Source: Maryland Department of Commerce Brief Economic Facts sheet on Worcester County

¹ This facility is no longer owned or operated by Harrison Senior Living and is operating under the ownership of Snow Hill Nursing and Rehabilitation.

6. ECONOMIC DEVELOPMENT AND TOURISM



Table 6-2. Employment by Industry with 10-year forecast, 2024-33

Industry	Employment	Current Avg. Annual Wages	10-yr. Forecast Employment
Accommodation and Food Services	7,919	\$33,275	14,474
Retail Trade	3,987	\$35,934	5,150
Health Care and Social Assistance	2,412	\$59,965	2,579
Public Administration	1,839	\$60,449	1,682
Educational Services	1,743	\$62,415	1,686
Construction	1,658	\$50,044	1,475
Arts, Entertainment, and Recreation	1,308	\$36,837	1,951
Other Services (except Public Administration)	1,170	\$33,506	1,381
Professional, Scientific, and Technical Services	1,132	\$61,925	992
Administrative and Support and Waste Management and Remediation Services	956	\$47,197	1,135
Real Estate and Rental and Leasing	909	\$53,683	875
Manufacturing	812	\$54,667	821
Finance and Insurance	472	\$83,076	393
Wholesale Trade	352	\$50,529	348
Transportation and Warehousing	297	\$47,351	321
Agriculture, Forestry, Fishing and Hunting	280	\$107,255	328
Information	190	\$53,961	172
Management of Companies and Enterprises	67	\$66,461	61
Unclassified	9	\$56,225	11
Utilities	7	\$66,288	6
Mining, Quarrying, and Oil and Gas Extraction	5	\$19,029	5
Total - All Industries	27,524	\$45,865	30510

Source: JobsEQ 2024Q2

6. ECONOMIC DEVELOPMENT AND TOURISM



Construction and Real Estate

Worcester County has had a growing construction and real estate industry, driven by both residential and commercial development. Worcester has seen significant interest from both investors and developers due to its desirable location as the only coastal county in Maryland. In recent years, residential construction has been robust, with both new homes and housing renovations in high demand.

The commercial construction in Worcester has been similarly active, with developments focused on tourism-related infrastructure, retail spaces, office buildings, and mixed-use projects. Waterfront properties and developments catering to hospitality and leisure industries are key contributors to the local economy.

The construction and real estate industry can encounter challenges such as rising material costs, labor shortages, high interest rates, and the economic cycle. Additionally, balancing development and environmental factors has proven to be difficult, especially in waterfront areas where sea level rise adds to the pressure. While some challenges may be unavoidable, careful planning can support the local construction and real estate industries. As long as demand for growth and/or redevelopment is strong in the County, these industries will continue to be viable.

Recommendations for Construction and Real Estate in Worcester County should focus on the following:

- **Stable Growth:** Leverage planned population growth to sustain the construction sector while balancing affordability and rural character.
- **Workforce Housing:** Prioritize affordable housing projects to support workforce retention and attract new residents.

Industry-specific objectives have been identified as critical to fulfilling recommendations and supporting the ongoing success of Construction and Real Estate in the County:

1. Ensure the land use plan provides adequate land for growth to meet housing, commercial, and support service demands.
2. Continue to provide workforce training programs to supply skilled labor to the construction industry.
3. Offer continuing education opportunities to keep construction and real estate professionals informed of county policies and market trends.

Tourism and Hospitality

Worcester County has longstanding ties to the tourism and hospitality industry based on its geographic location as Maryland's only point of access to the Atlantic Ocean through the town of Ocean City. Ocean City is one of the most well-known resort towns on the East Coast, making it a vital part of not just the county's tourism and hospitality industry but also the states. With 11,000 hotel rooms and more than eight million visitors each year, the economic potential Ocean City brings to the County cannot be understated.

6. ECONOMIC DEVELOPMENT AND TOURISM



Tourism in Worcester County is not limited to the beach, boardwalk, and other oceanfront and resort amenities in Ocean City. Along with Ocean City's allure, Berlin, Pocomoke and Snow Hill also provide opportunities for tourism. The County and the towns should continue to expand their cooperative tourism efforts.

Berlin is a historic community known for Victorian architecture and eclectic shops and restaurants. Snow Hill offers two museums, bustling streets filled with art and antique vendors, restaurants, and small shops. Pocomoke City is home to the Delmarva Discovery Museum and the historic Mar-Va Theater. Worcester is home to the only casino on the Eastern Shore, the Casino at Ocean Downs, nine championship golf courses, several state parks and forests, and Assateague Island National Seashore. The County's commitment to the protection of public and private open space has created opportunities for a plethora of recreational activities such as hiking, biking, kayaking, bird watching, golf, marine mammal tours, and more.

Worcester County is home to a wide variety of events throughout the year, enhancing its appeal to tourists. Notable annual events include:

Ocean Pines

- Bay Day in Ocean Pines
- Arts Day in the Pines
- Classic Car & Jeep Show
- 4th of July Fireworks Celebration
- Summer Series

Berlin

- Jazz and Blues, Wine & Brews
- Bathtub Races
- Smalltown Throwdown
- Fiddler's Convention
- Oktoberfest
- Ice Ice Berlin
- New Year's Eve

Pocomoke

- 4th Friday Street Festivals
- Concerts in Cypress Park
- Great Pocomoke Fair
- Boat Docking Challenge

Snow Hill

- Annual Oyster Roast

6. ECONOMIC DEVELOPMENT AND TOURISM



- Blessing of the Combines
- First Fridays - Arts on the River
- Worcester County Fair
- Dicken's Holiday Weekend
- Iron Furnace Fifty
- Furnace Town Renaissance Faire

Ocean City

- Ocean City Music Festivals, Oceans Calling, Country Rock, Boardwalk Rock, Rising the Tides Festival, drawing in crowds from all across the country.
- Home of the White Marlin Open, largest billfish tournament in the world
- Summer Concert Series at Sunset Park
- Annual Springfest, Sunfest, and Winterfest
- Dreamfest
- Sundaes in the Park
- OC Film Fest
- OC Air Show

These events, along with the region's history, culture, and recreational offerings, contribute to making Worcester County a vibrant destination year-round.

Based on summer employment numbers, three of the top five employers are in the tourism and hospitality industry – Harrison Group, Bay Shore Development, and Fagers Island.

Tourism and the Hospitality industry in Worcester County should focus on the following planning considerations:

- **Tourism Diversification:** Build on the success of outdoor recreation by expanding eco-tourism, cultural tourism, and off-season events to lengthen the shoulder seasons.
- **Protecting Rural and Coastal Character:** Prioritize natural resource stewardship and sustainable growth to differentiate from competing resorts and prevent sprawl.
- **Collaborative Marketing:** Strengthen partnerships with towns to promote distinctive attractions like Ocean City, Berlin, Snow Hill, and Pocomoke as complementary destinations.

Industry-specific objectives have been identified as critical to fulfilling recommendations and supporting the ongoing success of Tourism and Hospitality in the County:

- Invest in marketing campaigns to promote Worcester County's unique attractions, including Assateague Island, Ocean City, and Pocomoke River State Park.
- Expand off-season tourism by creating and promoting events, festivals, and eco-tourism opportunities.

6. ECONOMIC DEVELOPMENT AND TOURISM



- Partner with local businesses (outfitters, retail, restaurant), attractions (museums, historical sites) and other organizations such as the Heritage Area to enhance visitor experiences, encourage guests to have multi night stays and increase repeat visits.
- Support the traditional resort industry while diversifying offerings with high-quality recreational, cultural, and heritage experiences.
- Encourage the development of large-scale attractions, including sports, cultural, and environmental venues, to enhance the County's appeal.
- Continue support for beach replenishment projects to preserve coastal attractions.
- Collaborate with towns to strengthen their tourism efforts.
- Expand eco-tourism opportunities by leveraging the county's environmental, cultural, and heritage assets.
- Facilitate year-round recreational and resort-oriented developments to mitigate seasonality.
- Address the needs of hunting, fishing, and boating sectors as part of the county's tourism strategy.

Industrial

Industrial attraction and location are a challenge. Successfully recruiting compatible industries requires a strategic approach that ensures access to the necessary utilities, transportation, and infrastructure. With limited opportunities for industry relocation and intense competition from neighboring regions, offering incentives such as tax abatements, below-market land prices, and other financial advantages is often essential. Therefore, economic development efforts should focus on supporting and expanding existing industries by providing the fundamental infrastructure they need to grow. Heavy industry and the hospitality sector can be incompatible. For this reason, both the type and location of industrial development must go through an intensive planning process. In addition to tactical site selection, adhering to architectural design standards and ensuring adequate public services, including reliable electrical, natural gas, and other utilities, is vital. Given this, industrial development should focus on light and heavier industry in the Pocomoke area and light industry in the existing industrial areas near Berlin and near the Village of Showell. Ongoing economic development efforts should continue to focus on attracting higher-wage jobs and industries that align with the county's infrastructure and regional characteristics.

Neighboring Accomack County is home to Wallops Flight Facility (WFF), located on Wallops Island, Virginia, a prominent rocket launch site operated by NASA's Goddard Space Flight Center. The anticipated growth of this facility in upcoming years presents a tremendous opportunity for southern Worcester to house Wallops employees and allied businesses. Additionally, the aerospace industry attracts a skilled workforce with higher-wage jobs and capitalizing on the expanding market would help advance the County's economic development efforts.

The recommendations for the Industrial industry in Worcester County should focus on the following:

6. ECONOMIC DEVELOPMENT AND TOURISM



- **Strategic Industry Development:** Focus on light and medium industries in Pocomoke, Berlin, Bishopville, and Showell, emphasizing industries that align with the county's rural character and existing infrastructure.
- **Incentives and Infrastructure:** Continue offering competitive incentives (tax abatements, land subsidies) alongside investments in utilities, transportation, and broadband to attract compatible industries.
- **Design Standards:** Continue to enforce architectural and site design standards to ensure industrial development aligns with the county's aesthetic and environmental values.

Industry-specific objectives have been identified as critical to fulfilling recommendations and supporting the ongoing success of industrial activity in the County:

- Identify and promote available industrial sites for immediate development.
- Maintain an inventory of suitable industrial sites and infrastructure to support business relocation and expansion.
- Focus industrial development efforts in designated industrial parks.
- Conduct a feasibility study for upgrading broadband and natural gas infrastructure in key industrial areas.
- Upgrade industrial infrastructure, including electrical supply, natural gas, and broadband connectivity.
- Develop industrial parks with state-of-the-art infrastructure to attract advanced manufacturing and technology firms.
- Offer short-term incentives, such as reduced fees or expedited permits, to attract light industries.
- Retain existing industries while attracting light industries in technology, research, health care, and advanced manufacturing.
- Identify and rehabilitate "brownfields" for potential industrial use.

Health Care

Worcester County has several major healthcare assets that serve the community and the surrounding region. Some notable ones include:

- **Atlantic General Hospital (AGH):** Located in Berlin, Atlantic General Hospital is a major healthcare provider in Worcester County. It offers a range of services, including emergency care, surgery, diagnostics, cancer care, and outpatient services. AGH serves as the primary hospital for many residents of Worcester County and the surrounding areas.
- **TidalHealth Worcester:** Located in Berlin, MD, this facility is an important extension of the TidalHealth network, based out of Salisbury, Maryland in Wicomico County. This TidalHealth campus providing both inpatient and outpatient services to residents of Worcester County. It

6. ECONOMIC DEVELOPMENT AND TOURISM



offers emergency care, diagnostic services, and specialized medical care, helping to improve healthcare access in the area.

- **Chesapeake Health Care:** This organization operates multiple healthcare centers in Worcester County, offering a wide range of services including primary care, mental health, and dental services. It has a focus on underserved populations and provides services across various locations.
- **UM Shore Regional Health:** While located primarily in the neighboring counties, UM Shore Regional Health extends its healthcare services to Worcester County as part of its regional healthcare network. It provides access to specialists, emergency services, and other advanced medical care in the region.
- **Health Departments and Community Clinics:** The Worcester County Health Department operates multiple clinics and community outreach programs to support public health initiatives, preventive care, and access to healthcare for vulnerable populations.
- **Veteran's Administration Outpatient Clinic in Pocomoke:** This is the only United States Department of Veteran Affairs outpatient clinic in all of Wicomico, Somerset and Worcester Counties and Virginia Eastern's Shore, servicing veterans from 5 counties.

These assets contribute significantly to the healthcare infrastructure in Worcester County and support the local community's healthcare needs. Additionally, TidalHealth, AGH, and other medical facilities significantly contribute to the local economy through sustainable job creation and regional economic growth by contributing to an environment conducive to business expansion and development.

The recommendations for the Health Care industry in Worcester County should focus on the following:

- **Healthcare Workforce Growth:** Collaborate with Atlantic General Hospital and TidalHealth to expand services and attract skilled healthcare professionals through targeted incentives and community integration initiatives.
- **Aging Population Needs:** Enhance healthcare infrastructure and services to cater to the county's growing senior population.

Industry-specific objectives have been identified as critical to fulfilling recommendations and supporting the ongoing success of Health Care activity in the County:

- Work with Atlantic General Hospital and TidalHealth to expand recruitment efforts for health care professionals.
- Launch a public awareness campaign showcasing Worcester County as an attractive place for health care workers to live and work.

6. ECONOMIC DEVELOPMENT AND TOURISM



- Support Atlantic General Hospital and TidalHealth in growing and expanding as they consolidate systems across the region. Provide health care employees with collateral information to assist in their decision to relocate to the county to live, work, and play.
- Anticipate growth in health care needs and work to expand the health care sector, addressing both service provisions and employment opportunities.

Agriculture

The recommendations for Agriculture in Worcester County should focus on the following:

- **Sustainable Farming:** Support local farmers through incentives for value-added products, alternative crops, and agricultural tourism.
- **Right-to-Farm Policies:** Preserve rural character by protecting farmland and encouraging innovative income streams for farmers.
- **Infrastructure Investments:** Address challenges in the grain supply chain and support local processing facilities to bolster agricultural viability.

Agricultural operations in Worcester County continue to face significant economic pressures due to fluctuating commodity prices, rising input costs, and global market competition. The past decade has also seen the effects of climate change, such as more frequent extreme weather events, including flooding and drought, impacting yields and increasing operational risks. Inflationary pressures have further compounded these challenges by raising the costs of fertilizer, fuel, and equipment.

The poultry industry remains a cornerstone of the local agricultural economy, though it has undergone notable changes. While the county continues to be a major player in poultry production, consolidation in the industry has led to fewer processing plants, further reducing competition. This dynamic continues to exert downward pressure on grain prices and limits profit margins for grain farmers. However, recent investments in renewable energy by some poultry companies have created potential opportunities for farmers to partner on sustainability initiatives.

Field crop production, primarily corn and soybeans, continues to serve as a critical input for poultry feed. While the County remains a net importer of grains for feed, some local farms are exploring diversified cropping systems, including specialty grains and organic production, to meet growing demand for high-value, sustainable products.

To bolster farm income, there has been a significant push toward value-added agriculture and agritourism. Local farmers are increasingly embracing opportunities to process and market their products directly, such as producing artisan cheeses, craft beverages, and packaged goods. Agritourism ventures, including pick-your-own farms, farm-to-table events, and educational tours, have grown in popularity, driven by consumer interest in local food and experiences.

6. ECONOMIC DEVELOPMENT AND TOURISM



According to the most recent USDA Census of Agriculture (2017), the value of agricultural products sold in Worcester County was approximately \$141 million, reflecting modest growth compared to previous decades. Average sales per farm increased to \$340,000. The diversification of products, alongside higher-value ventures, has played a key role in maintaining this growth despite challenges.

Industry-specific objectives have been identified as critical to fulfilling recommendations and supporting the ongoing success of Agriculture in the County:

- Preserve farming and enhance its economic viability by promoting agricultural tourism, value-added products, and alternative crops such as hemp, organic vegetables, and wine grapes.
- Support agricultural infrastructure and marketing cooperatives to improve profitability.
- Implement zoning and preservation programs to reduce farmland fragmentation.
- Enforce the “right-to-farm” policy to protect agricultural operations.
- Encourage educational and recreational agricultural initiatives to enhance public awareness.
- Preserve forestry by limiting fragmentation and supporting related industries.
- Organize workshops for farmers on value-added products and sustainable farming practices.
- Launch pilot programs for alternative crops, such as hemp or organic vegetables, with funding from state and federal grants.
- Establish partnerships with local retailers to market locally produced agricultural goods.
- Create a regional marketing cooperative to sell local products directly to consumers and retailers.

Commercial Services

Retailing is one of the largest employers in the county and is a significant contributor to the economy.

The Ocean City Boardwalk in Ocean City provides a vibrant space for businesses to cater to tourists. Shops selling souvenirs, apparel, and beach gear contribute to local sales tax revenue and support seasonal employment for residents.

The Outlets Ocean City in West Ocean City are a major shopping destination for both locals and tourists. This retail center attracts a range of retail, home accent stores, and restaurants and generates sales tax revenue, drawing in consumers year-round. These outlets not only support retail jobs but also create demand for maintenance, logistics, and service roles.

Downtown Berlin is known for its charming historic district and eclectic small shops, restaurants, and art galleries. These businesses boost sales and generate local tax revenues, while also enhancing Berlin’s reputation as a popular destination for day-trippers.

Downtown Snow Hill offers a mix of locally owned boutiques, antique shops, and seasonal markets, providing a unique shopping experience in this historic town. As part of an ongoing effort to revitalize, Snow Hill is a Main Street Affiliate. That is a community that is approved by the State to work on Main

6. ECONOMIC DEVELOPMENT AND TOURISM



Street Designation but has not yet achieved that status. Main Street Maryland oversees and awards grants to Main Street efforts such as Snow Hill's.

Downtown Pocomoke City is a treasure trove of independent boutiques and antique shops. Like the downtown districts in Berlin and Snow Hill, downtown Pocomoke City has the potential to attract tourists with its unique selection of local businesses and reputation as a quaint and charming.

The recommendations for Commercial Services in Worcester County should focus on the following:

- **Right-Sized Development:** Reassess commercial zoning to align with actual demand, reducing traffic congestion and underutilized spaces.
- **Mixed-Use Planning:** Encourage local commercial services in new residential developments while imposing strict design standards for large-scale commercial projects.
- **Support Small Businesses:** Provide resources and programs to nurture entrepreneurship while balancing the need for higher-wage industries.

Industry-specific objectives have been identified as critical to fulfilling recommendations and supporting the ongoing success of Commercial Service activity in the County:

- Locate commercial centers in major communities to serve as retail and service hubs.
- Encourage mixed-use developments that integrate commercial, office, and residential spaces.
- Balance commercial land supply with demand to prevent underutilization and over-congestion.
- Continue to implement design standards for commercial developments to ensure they enhance community aesthetics and functionality.
- Continue to implement siting and design standards for large-scale and commercial developments to ensure compatibility with community character.
- Continue to discourage "franchise architecture" in favor of unique, community-oriented designs.
- Host workshops for small business owners on digital marketing and e-commerce strategies.
- Offer grants to businesses that embrace mixed-use development and innovative designs.
- Collaborate with local chambers of commerce to identify underserved areas needing commercial development.

6. ECONOMIC DEVELOPMENT AND TOURISM



Employment

The County's labor force stands at approximately 24,600 with an unemployment rate of 3.3 percent (2023), the lowest unemployment rate on record for Worcester County in at least 20 years ([Maryland Unemployment Rates - by County](#)). This percentage was slightly higher than the State unemployment rate of 2.1 percent but lower the national rate of 4.1 percent. See **Table 6-3, Employment Status** for the comparisons.

Table 6-3. Employment Status (2023)

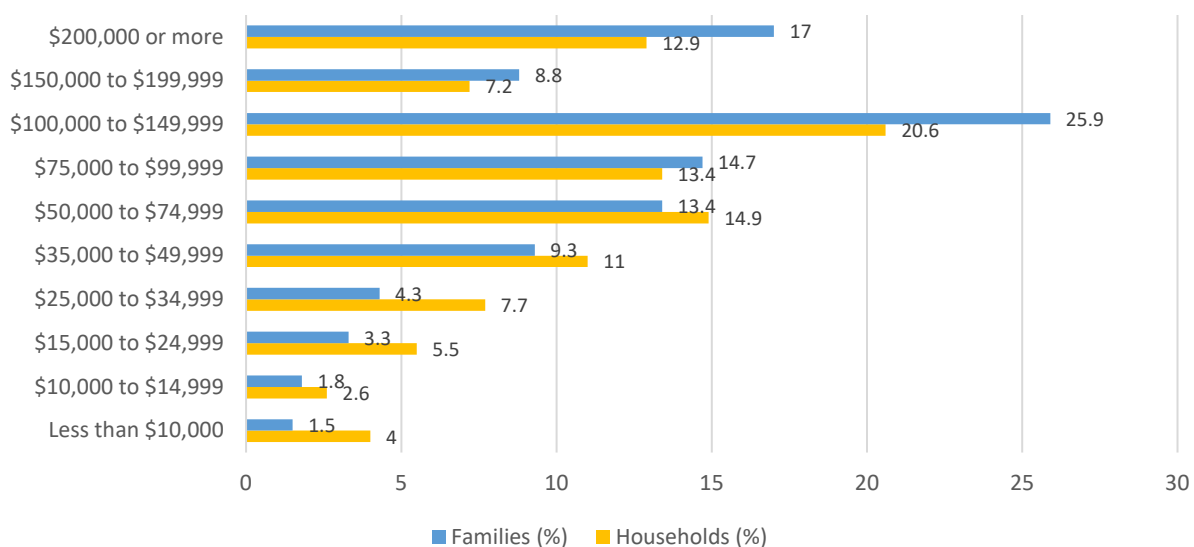
	Worcester County		Somerset County (MD)		Sussex County (DE)		State of Maryland	
	Estimate	%	Estimate	%	Estimate	%	Estimate	%
Civilian labor force	26,736	59.1	9,787	46.8	121,901	54.7	3,326,225	66.8
Employed	25,012	55.3	9,226	44.1	116,521	52.3	3,194,028	64.1
Unemployed	1,724	3.8	561	2.7	5,380	2.4	132,197	2.7

Source: 2023 ACS 5-year estimates

Income and Poverty

As of the 2023 American Community Survey (ACS), the County had a total of 23,827 households and 15,341 families. Of those, 12.1 percent of households and 6.6 percent of families had annual incomes less than \$25,000, while 40.7 percent of households and 51.7 percent of families had incomes greater than \$100,000. The income range of \$100,000-\$149,999 accounts for the largest single income range for households (20.6%) and for families (25.9%). (See **Figure 6-1. Worcester County Income Ranges**).

Figure 6-1. Worcester County Income Ranges (2023)



6. ECONOMIC DEVELOPMENT AND TOURISM



Source: 2023 ACS 5-year estimates

Table 6-4, Annual Income, shows the median household, family, and per capita income for the County, in comparison to neighboring counties and the State of Maryland. Worcester's median household, family, and per capita income was lower than the State but consistently higher when compared to neighboring counties, Sussex County (Delaware) and Somerset County (Maryland). Household income is typically defined as the total gross income received before taxes in a 12-month period by all members of the household above age 15, regardless of whether the individuals are related to each other. Family income measures the income of all people living in one household and that are related to each other through blood, adoption, or marriage.

Table 6-4. Annual Income (2023)

Income	Worcester County (MD)	Sussex County (DE)	Somerset County (MD)	State of Maryland
Median Household Income	\$81,455	\$78,162	\$52,462	\$101,652
Median Family Income	\$102,724	\$95,047	\$70,366	\$124,487
Per Capita Income	\$51,620	\$44,963	\$26,031	\$51,689

Source: 2023 ACS 5-year estimates

According to the 2023 ACS, 5.2% of families and 8.1% of all people in Worcester County had incomes in the past 12 months that fell below the poverty level, as depicted in **Table 6-5. Poverty in Worcester County**. More than a quarter of families with a female head of household and related children under 18 years old were considered to be living below the poverty level in the County.

Table 6-5. Poverty in Worcester County (2023)

	Total	% below poverty level
Population for whom poverty status is determined	52,574	8.1
Families	15,341	5.2
With related children of householder under 18 years	5,136	10.5
Married Couple Families	11,815	2.7
Female Householder, no spouse	2,601	16.1

Source: 2023 ACS 5-year estimates

Incentive Zones

Worcester County is committed to creating a business-friendly environment and assisting businesses in their growth and location in the County. To assist in this area, several incentive programs are available for assistance. The following are several of the programs available in support of sustaining and creating new opportunities for providing additional services to the residents of Worcester County.

6. ECONOMIC DEVELOPMENT AND TOURISM



Opportunity Zones

The Opportunity Zone program is a nationwide initiative administered by the U.S. Treasury created under the 2017 Tax Cuts and Jobs Act. This program provides federal tax incentives for investment in distressed communities over 10 years. Areas designated as opportunity zones will be able to reap the benefits of capital gains to help redevelop underserved communities. Snow Hill, Berlin, and Ocean City (from the inlet to approximately 33rd Street) are designated Opportunity Zones here in Worcester County ([link to map in Appendix](#))

Enterprise Zones

Businesses locating within an enterprise zone may be eligible for real property and state income tax credits. Upon application and approval, the zone offers a ten-year credit against local real property taxes on a portion of real property improvements. Credit is 80 percent for the first five years and decreases 10 percent annually to 30 percent in the tenth and final year. The zone also offers a one-time \$1,000 credit per new worker on state income taxes. In Worcester, the County has Enterprise Zones within the Berlin, Snow Hill and Pocomoke regions ([see attached or see Appendix? On website: Enterprise Zones – Worcester County](#))

The Enterprise Zone program provides real property and state income tax credits for businesses located in a Maryland enterprise zone in return for job creation and investments. Businesses located in Focus Areas may be also qualified for personal property tax credits on new investment in personal property and enhanced income tax credit for creating new jobs.

Business and Industrial Property

Worcester County offers a diverse range of commercial and industrial spaces across its regions, spanning 2 to 80 acres. The presence of three designated Maryland Enterprise Zones (as outlined above) provides new and expanding businesses with access to crucial property and job tax credits. Additionally, the county takes pride in its two Arts and Entertainment Districts, actively fostering and supporting diverse artistic and cultural initiatives.

Pocomoke City serves as the county's central manufacturing hub, housing the expansive 175-acre Pocomoke Industrial Park, with continued growth. Also, a designated SBA HUBZone, small and medium-sized businesses gain a competitive edge in government contracting. Additionally, there are three federally designated Opportunity Zones located in Snow Hill, Berlin, and downtown Ocean City, aiming to stimulate economic growth by offering tax incentives to investors. The VLT (video lottery terminal) program utilizes slot machine proceeds from Ocean Downs Casino to assist small, minority, and women owned businesses throughout the County.²

Arts and Entertainment (A&E) District

An Arts and Entertainment District is a geographically designated area in which a high concentration of arts and entertainment facilities serve as an anchor attraction. The intent of the A&E District is to

² Source: *Brief Economics Facts // Worcester County, Maryland*
(<https://commerce.maryland.gov/Documents/ResearchDocument/WorcesterBef.pdf>)

6. ECONOMIC DEVELOPMENT AND TOURISM



stimulate neighborhood revitalization, improve the attractiveness and safety of areas, stimulate business activity (particularly in the evenings and on weekends), attract residents and visitors and build the tax base.

The tax incentives available upon the designated Arts and Entertainment District include: an income tax subtraction modification for qualifying residing artists; a property tax credit; and an exemption from the Admissions and Amusement Tax.

Worcester County is home to two A&E districts with a concentration of cultural venues and arts activities: Berlin and Snow Hill. The program stimulates revitalization and business development, attracts residents and visitors, and builds the tax base.

The designation offers incentives to artists, arts organizations and creative businesses:

- Artist Income Tax Subtraction Modification
- Property Tax Incentives
- Admissions & Amusement Tax Exemption

Strategies supported by the A&E Districts program include:

- Creating accessible and unique arts destinations
- Leveraging the state's regional identities, natural resources, and heritage
- Facilitating dynamic arts experiences that engage community and attract visitors
- Enabling artists of all disciplines to live, work, and prosper
- Investing in the power of place

Financial Resources and Incentives

Working with state, federal, and non-profit partners, business owners on Maryland's Coast have access to targeted resources to start or expand in Worcester County. From farming and fishing to technology and manufacturing, these programs incentivize job creation, innovation, and expansion.³

The Maryland Department of Commerce

The Maryland Department of Commerce offers programs including venture capital investments and tax credits, direct loans, grants, and loan guarantors. These programs work together to attract new companies to the state, encourage expansions and job creation and revitalize our economy.

- Enterprise Zone Property Tax Credits
- Biotech Investment Incentive Tax Credit
- Buy Maryland Tax Credit
- Job Creation Tax Credit

³ Source: Choose Maryland's Coast - Economic Development Collateral Piece (<https://www.flipsnack.com/MarylandsCoast/choose-maryland-s-coast/full-view.html>)

6. ECONOMIC DEVELOPMENT AND TOURISM



- Maryland R&D Tax Credit
- One Maryland Tax Credit
- Partnership for Workforce Quality
- Video Lottery Terminal Fund (VLT)

More financial resources and incentives include:

- **Advantage Maryland** – Provides below-market, fixed-rate direct assistance to growth-industry-businesses.
- **Eastern Shore Entrepreneurship Center** – Loans from \$10,000 to \$100,000 for small business startups.
- **ExportMD** – Grants of up to \$5,000 to help offset international marketing costs.
- **Manufacturing Machinery Tax Exemption** – County tax rebate on new machinery and equipment of \$10,000 or more annually.
- **Maryland Agricultural & Resource-Based Industry Development Corp** – Assists farm, forestry, and seafood businesses.
- **Maryland Business Works** – Offers 50 percent reimbursement for worker training programs.
- **Maryland Capital Enterprises** – Funding for small and micro businesses to start or expand.
- **Maryland Industrial Partnerships** – Matching funding program for university-based research projects.
- **Maryland Industrial Development Financing Authority** – Ensures repayment on percentage of principal and interest for loans.
- **Maryland Economic Development Corporation** – Assists in the expansion, modernization, and retention of MD businesses.
- **MidAtlantic Trade Adjustment Assistance Center** – Provides technical assistance and grants to businesses impacted by foreign competition.
- **Neighborhood BusinessWorks** – Flexible financing loans to new or expanding small businesses and non-profit organizations.
- **Small Business Development Center (Eastern Shore Region)** – Located at Salisbury University, SBDC offers no-cost consulting to help startups refine business plans.
- **TEDCO** – Manages multiple programs designed to invest in and support entrepreneurs.
- **USDA** – Rural Development Business Programs provide technical and financial assistance.

Worcester County Tourism and Economic Development Office

In March 2023, the Department of Tourism and the Department of Economic Development completed a rebranding process and were combined into one office – the Worcester County Tourism and Economic Development (WCTED).

6. ECONOMIC DEVELOPMENT AND TOURISM



Located in Snow Hill, WCTED serves business owners, employers and entrepreneurs throughout the county. Under the direction of the County Commissioners and Chief Administrative Officer, the office develops partnerships and programs to support businesses on Maryland's Coast. The Economic Development team has established their mission, "to improve the quality of life for county citizens by increasing employment opportunities, expanding the tax base, protecting our environmental assets, and creating full-time, family supporting jobs."⁴ Services and technical assistance include:

- Manufacturing Machinery Tax Exemption
- Site Selection & Real Estate
- Small Business Development and Financing
- Start Up & Entrepreneurial Assistance
- Tax Incentive Navigation
- Workforce Development & Training

While Economic Development focuses on county residents, Tourism's objective is to increase visibility to outsiders and promote travel to the area. The Department maintains its own website, with information on lodging options, local businesses, entertainment, and an events calendar. The "Towns" tab allows users to explore what town in the County has to offer, highlighting the unique features of each community and further promoting regional connectivity.

⁴ Source: Maryland's Coast Worcester County (<https://choosemarylandscost.org/about-us/>)

8. TRANSPORTATION

Introduction

Transportation is an important element of County planning because it provides for connectivity, supports community sustainability, and helps to enable local economic activity. This chapter discusses the County's transportation infrastructure and examines the importance of maintaining and supporting the current and future vehicle and multimodal transportation needs of the County.

Goals and Objectives

Worcester County, in cooperation with local, state, and federal entities, will provide for safe and efficient movement of people and goods by the various transportation modes with an acceptable level of congestion.

- 1. Support transportation infrastructure and future transportation needs.**
 - Improve connectivity to recreational facilities and other points of interest by adding missing sidewalk or bicycle connections.
 - Conserve and maintain scenic roadway views to maintain the rural character of the County.
 - Integrate walkability and multi-modal transportation into land use planning and development.
- 2. Improve safety, mobility, accessibility, and resiliency in the transportation network.**

Policies and Guidelines

Three statewide and countywide plans provide context for the County's transportation planning.

The Playbook – 2025 Maryland Transportation Plan

The Playbook is Maryland's long-range transportation plan. It defines goals and objectives in support of the State's efforts to create safe, reliable, accessible, and sustainable transportation options across Maryland. This plan provides guidance to local officials to enhance safety for all, expand transportation infrastructure to serve local communities and support the economy, and to promote environmental stewardship.

2050 Maryland Statewide Bicycle & Pedestrian Master Plan

This Plan identifies statewide goals and strategies for improving active transportation access, safety, and connectivity. It establishes priorities and performance measures to guide future planning and investment based on the goals instituted in the *2023 Moore-Miller Transition Report* as well as *The Playbook*. Maryland counties and municipalities serve as partners in developing these connected and safe transportation networks.

Maryland's Coast Worcester County Greenway Trails Master Plan

This Plan provides guidance to help strengthen Worcester County's active transportation by providing healthy, equitable, and sustainable greenways. The goals identified in this Plan are to:

- Identify key origins, destinations, and trail corridor opportunities, including along existing roadways, utility corridors, parklands, or railroad rights of way.

8. TRANSPORTATION

- Identify safe, convenient, and cost-effective opportunities to make trail connections.
- Identify opportunities for additional trail amenities such as trailhead parking, wayfinding, seating areas, playgrounds, interpretive signage, landscape enhancements, or other amenities supported by community members.
- Identify engineering constraints such as needs for stormwater management, bridges, roadway crossings, or right of way acquisition.
- Inventory and assess existing environmental resources, including sensitive habitats and ecosystems, historic sites, and cultural amenities, and identify the permitting and regulatory requirements for any potential impacts.
- Build partnerships with key stakeholders for project support and participation, including potential for partnerships in trail funding and maintenance.
- Position priority trail corridors for the next steps towards implementation, including strategies to secure grant funding with the Maryland Department of Transportation Kim Lamphier Bikeways Grant program or through a multitude of Federal grant opportunities.

Functional Classification

The Maryland Department of Transportation State Highway Administration (MDOT SHA) identifies roadways by their functional classification, which is groups the highways, roads, and streets by the role each roadway plays in moving vehicles. The five classifications, as described and defined by MDOT SHA and the Federal Highway Functional Classification system are:

- Interstates - highest classification of roadway, designed and constructed with mobility and for long-distance travel.
- Principal Arterials - connectors that serve regional traffic. The primary function is to move traffic efficiently through the area with controlled access to neighboring roads or destinations.
- Minor Arterials - connect traffic from Principal Arterials to lower classified streets. They connect access to neighboring roads and local destinations. Direct access to individual properties and neighborhoods is usually discouraged.
- Collectors – provide road access to higher density residential neighborhoods and commercial areas. Traffic is usually a higher density of thru traffic from local roads and streets. They provide access to neighborhoods, commercial, and industrial areas.
- Local Roads - intended to provide access from residences to the higher roadway network. Local roads can be connected as an urban grid in smaller blocks or as a single road with direct connection to the main line.

Within the County, the existing roadway facilities are classified as Arterial Highways, Major Collector Highways, Minor Collector Highways, and Local. All roadways and their corresponding functional classifications for MDOT SHA are shown in **Map 8-1, Functional Classification. Table 8-1, County Classifications** lists the main roadways that connect the County to neighboring Counties and States along with their corresponding County classification.

8. TRANSPORTATION

Table 8-1: County Classifications

Roadway	Route	Functional Classification
Ocean City Expressway	MD 90	Arterial Highway
Ocean Gateway	US 50	Arterial Highway
Ocean Highway	US 13	Arterial Highway
Worcester Highway	US 113	Arterial Highway
Bay Street/Assateague Road	MD 376	Major Collector Highway
Racetrack Road	MD 589	Major Collector Highway
Snow Hill Road	MD 12	Major Collector Highway
Whaleyville Road	MD 610	Major Collector Highway
Stephen Decatur Highway	MD 611	Major Collector Highway
Old Ocean City Road	MD 346	Minor Collector Highway
Whiton Road	MD 354	Minor Collector Highway
Dividing Creek Road and Nassawango Road	MD 364	Minor Collector Highway
Public Landing Road and Bay Street	MD 365	Minor Collector Highway
Stockton Road	MD 366	Minor Collector Highway
Bishopville Road	MD 367	Minor Collector Highway
Saint Martins Neck Road	MD 368	Minor Collector Highway
Libertytown Road	-	Minor Collector Highway
Market Street	-	Minor Collector Highway
Beauchamp Road	-	Minor Collector Highway
Broad Street (Pocomoke)	-	Minor Collector Highway
Golf Course Road	-	Minor Collector Highway
Harrison Road	-	Minor Collector Highway
Keyser Point Road	-	Minor Collector Highway
Nassawango Road	-	Minor Collector Highway
Old Bridge Road	-	Minor Collector Highway
Pocomoke Baby Beltway	-	Minor Collector Highway

Source: Worcester County Zoning Code § ZS 1-326. Classification of highways.

Maintenance

The Roads Division of Worcester County Public Works is responsible for the day-to-day operation and maintenance of County-owned roads and bridges. MDOT SHA is responsible for all other state roadways and bridges. The Roads Division is responsible for maintaining approximately 571 miles of roads and 35 bridges within the County. Maintenance responsibilities include:

8. TRANSPORTATION

- Road repairs
- Paving
- Drainage
- Landscaping maintenance
- Installation of traffic signs
- Marking of County roadways
- Roadway design and construction

Traffic Volumes

MDOT SHA monitors roadway volumes by measuring traffic Annual Average Daily Traffic (AADT). AADT is measured by counting the total multi-direction vehicle volume of a roadway in 24 hours and dividing it by one year (365 days). **Table 8-2, Annual Average Daily Traffic** shows the MDOT SHA AADT's for the main arterial roadways within the County. **Map 8-2, AADT**, shows all 2022 AADT values for the existing roadway system.

Table 8-2: Annual Average Daily Traffic

Roadway	Route	Functional Classification	AADT
Ocean City Expressway	MD 90	Principal Arterial – Other Freeways and Expressways	24,830
Ocean Gateway	US 50	Principal Arterial – Other Freeways and Expressways	33,522
Ocean Highway	US 13	Principal Arterial – Other Freeways and Expressways	20,686
Worcester Highway	US 113	Principal Arterial – Other Freeways and Expressways	23,360
Coastal Highway	MD 528	Principal Arterial – Other	50,242
Baltimore Avenue	MD 378	Minor Arterial	18,172
Bay Street/Assateague Road	MD 376	Minor Arterial	6,010
Broad Street	MD 374	Minor Arterial	2,315
Old Ocean City Road	MD 346	Minor Arterial	2,673
Philadelphia Avenue	MD 528	Minor Arterial	37,882
Racetrack Road	MD 589	Minor Arterial	21,141
Snow Hill Road	MD 12	Minor Arterial	5,565
Stephen Decatur Highway	MD 611	Minor Arterial	11,670
Williams Street	MD 377	Minor Arterial	2,874

Source: MDOT SHA 2020 Roadway Functional Classification & 2022 Annual Average Daily Traffic (AADT)

Scenic Byway

Maryland has 19 designated scenic byways that cover approximately 2,487 miles of roadway. Scenic byways are mapped driving routes that tour of areas that are rich with nature, culture, and history. They offer a slower paced travel route that encompasses a travel theme such as, mountains, beaches, or

8. TRANSPORTATION

small-town Main Streets. There are two designated scenic byways in Worcester County, the Cape to Cape route and the Blue Crab Scenic Byway. The Cape to Cape route is a 79-mile route that promotes the East Coasts' historic beaches and islands that travel from the Delmarva Peninsula to Chincoteague, Sinepuxent, and Assawoman. This byway encourages users to stop and experience Ocean City, Berlin, Snow Hill, and Assateague Island. The Blue Crab Scenic Byway is a 210-mile route that promotes Crisfield/Smith Island, Ocean City, Assateague Island National Seashore and other public lands within the Lower Eastern Shore Heritage Area. The route combines several existing state scenic byways into one primary tour. More can be read about this route from the *Blue Crab Scenic Byway Corridor Management Plan*. The County should continue to promote, preserve, and maintain these scenic routes and their Corridor Management Plans.

Transit

Bus service in Worcester County is provided by Shore Transit and the Ocean City Beach Bus. Shore Transit is the public transit agency for the Maryland Lower Eastern Shore counties of Somerset, Wicomico, and Worcester. The agency's mission is to provide safe, reliable, friendly, and effective transportation services to the community. The fleet consists of 45 vehicles that operate 361 days a year (operation is 7 days a week along six fixed routes with 70 total bus stops). Worcester County has two of these fixed routes (Route 452 and 432) with 20 associated bus stops. The County continues to monitor the growing needs for transit and the existing workforce. **Table 8-3, Shore Transit Ridership** shows the available ridership data for all the route bus stops in 2024.

Table 8-3: Shore Transit Ridership

Bus Stop ID	Bus Stop Name	2024 Ridership
S236	Atlantic General Hospital	3,567
S242	Decatur St	1,540
S247	Walmart - Berlin	6,159
S253	Hardee's - Pocomoke City	657
S255	Pocomoke Plaza	3,178
S256	Snow Hill Detention Center	1,211
S258	Ocean City Transfer Point	13,542
S259	Walmart - Pocomoke City	10,246
S261	White Marlin Mall (at KFC)	3,688
S262	West Ocean City Park and Ride	20,571
S263	Worcester Addiction Cooperative Services (WAC)	408
S264	Worcester Co. Commission on Aging Inc (MAC)	1,865
S266	Market St. & Maple St	1,372
S267	Byrd Park - South	2,074
S268	Byrd Park - North	547
S296	Franklin Ave. (across from Medical Center)	564
S301	Market St. @ Pocomoke Family Medical Ctr	5,196
S304	Ocean Pines Sports Core Pool	805

8. TRANSPORTATION

S351	12th St. & Market St. - Pocomoke	1,087
S352	Market St. & 12th St. - Pocomoke	358
Total 2024 Ridership:		78,635

Source: Shore Transit 2024 Fixed Route Bus Stop Stats for Worcester County

The Ocean City Beach Bus and the Park-N-Ride Beach Bus are the public transit agencies serving Ocean City. Their mission is to provide transportation, which is safe, convenient, affordable, reliable, and friendly to the residents, visitors, and those who work or do business in Ocean City. The Park-N-Ride Beach Bus operates only during the summer season but is available 7 days a week. It provides service every 20 minutes from 6 a.m. to 11 p.m. from the South Division Street Transit Station to and from the West Ocean City Park-N-Ride located off Ocean Gateway.

The Ocean City Beach Bus operates year-round and provides service from the South Division Street Transit Station to/from the 144th Street Transit Station. There are 124 bus stops along these two routes.

Map 8-3, Transit, shows the routes and bus stops for all Worcester County transit agencies. Bus stop locations for the Ocean City lines were excluded due to the quantity and scale of the map. However, all bus stop locations can be found on the oceancitymd.gov website. **Table 8-4, Ocean City Transit Ridership** shows the available monthly and yearly ridership data for the last five years (2020 to 2024).

Table 8-4: Ocean City Transit Ridership

Month	2020 Ridership	2021 Ridership	2022 Ridership	2023 Ridership	2024 Ridership
January	15,331	10,741	12,544	15,608	14,310
February	17,943	9,605	15,105	15,383	15,134
March	23,815	17,168	22,957	26,390	28,802
April	6,472	19,119	40,393	37,627	30,007
May	15,578	86,115	137,772	123,981	117,583
June	97,150	247,089	317,916	307,986	291,727
July	98,753	277,627	328,366	307,320	281,775
August	88,510	234,971	304,006	277,667	251,744
September	62,630	156,845	176,429	203,125	200,118
October	31,024	60,294	66,867	83,223	107,874
November	12,827	17,921	19,013	18,435	18,147
December	11,189	16,619	17,702	19,134	16,801
Total Ridership	481,222	1,154,114	1,459,070	1,435,879	1,374,022

Source: Ocean City Transit – Bus Ridership by Calander Year for Worcester County

Pedestrian Facilities

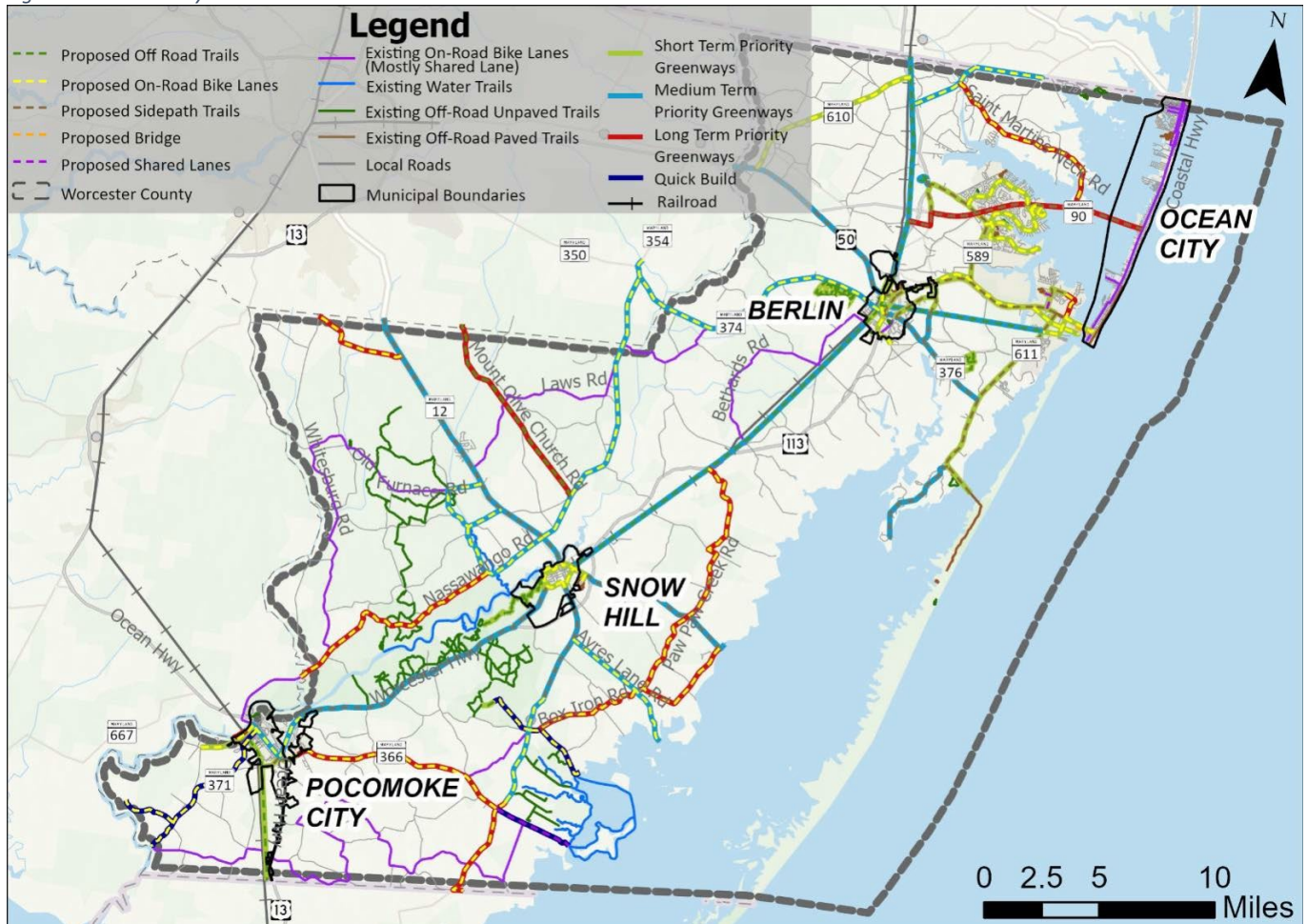
Pedestrian facilities include bicycle facilities, sidewalks, side paths, crosswalks, and trails. Accessible and connected non-motorized facilities are important to the County to encourage non-vehicle

8. TRANSPORTATION

transportation, community health, and environmentally friendly means of transportation. It is important for the County to consistent with all State bicycle and pedestrian master plans, as well as local municipal multimodal plans.

The County took an important step forward in 2024 in developing the *Worcester County Greenway Trails Master Plan*. This Plan sets goals and guidance for the County's pedestrian facilities, bicycle facilities, and greenways/trails that go hand in hand with this Comprehensive Plan. All existing and proposed facilities identified in this Greenway Plan are shown in **Figure 8-1, Greenway Facilities**.

Figure 8-1: Greenway Facilities



Source: Maryland's Coast Worcester County Greenways Trails Master Plan, page 28.

8. TRANSPORTATION

Bicycle Facilities

Bicycle facilities provide users with safe riding options to protect them from vehicles and traffic congestion. Bicycle facilities within the County include designated bicycle lanes, shared lanes, and off-road trails. There are many on-road bike options within the County, as depicted in **Figure 8-1**, that are identified as either a dedicated bike lane or a marked shared lane. The County should continue to work with municipalities and MDOT SHA to maintain these existing facilities and consider adding additional facilities when future roadway projects and new developments arise.

Sidewalk Facilities

Sidewalk facilities are paved concrete paths that follow roadway alignments that only pedestrians may use. Sidewalk facilities also include curb ramps, pedestrian crosswalks, and pedestrian signals. These facilities are important within the County and municipalities so that pedestrians have safe and accessible connections to schools, shopping centers, work, places of worship, and other common points of interest.

Worcester County has a large network of sidewalks within residential and commercial areas. The County should continue to maintain these existing facilities and plan for future improvements. Sidewalk improvements should be considered and incorporated in all ongoing and future roadway or development projects. The County should also continue to work closely with the State to ensure that the State sidewalk facilities are also maintained.

Trails

Trails are pedestrian facilities that are typically paved or unpaved roadway-separated paths utilized by cyclists and pedestrians. These paths follow a roadway alignment with a landscaping or concrete buffer or their own alignment. The two main coastal trails within the County are Ocean City's Boardwalk and within the Assateague Island National Seashore. There are also trails present throughout the County, most of which are located within parks. Park locations can be found in **Chapter 3 – Community Facilities**.



Water Trails

Water trails are routes on a waterway that are designated for recreational use by canoes, kayaks, and paddle boards. Since Worcester County is a coastal community, it has an extensive network of water trails and access points. This network is included in the Greenways Trail Master Plan and should continue to be maintained, protected, and expanded by the County. All existing water trails are shown in blue in **Figure 8-1**.

Water Transport

Worcester County through zoning has provided protection and encouragement for the commercial operations at the West Ocean City Harbor. The commercial component is critical to keep federal

8. TRANSPORTATION

maintenance of the inlet. The inlet is a key component for both the commercial and recreational fishing industry. Commercial marine zoning should be continued to protect the harbor's commercial status.

Marinas, docks, and shoreline stabilization have received increasing attention due to their effect on the shoreline and near-shore waters. The land and water boundary provides specialized habitat for the Coastal Bays' fish and wildlife. For this reason, a marina, dock, and shoreline stabilization policy should be developed to provide guidance to ~~the Shoreline Commission and~~ county staff when reviewing water-oriented facilities. The objective should be to provide water access, yet provide protection for these special habitats. Community docking facilities should be pursued to the maximum extent feasible to minimize shoreline construction.

A limit on the length of docks and piers is currently under study. These structures fragment wetlands, shade vegetation, and provide a predator pathway deep into the marsh. Care should be taken to limit these impacts.

The Navigation and Dredging Advisory Group of the Maryland Coastal Bays Program (MCBP) is preparing a master plan for dredging and navigation. The plan identifies issues with navigation and channel maintenance/dredging. Beneficial use of dredge material and employment of best management practices are encouraged. The draft plan notes that the Corps of Engineers maintains the bays' federal channels, and the state has limited funding for non-federal channel maintenance projects.

Maintenance of the Pocomoke River channel should continue, and it should be monitored for design changes to accommodate cargo traffic needs.

Railroads

Two rail lines serve Worcester County: the Maryland and Delaware Line and the Delmarva Central Railroad. The Maryland and Delaware Line is a 92-mile, Class III short-line rail that connects Snow Hill, Newark, and Berlin to Maryland and Delaware. The Delmarva Central Railroad is a 188-mile, Class III short-line rail that connects Delaware, Pocomoke, and Virginia. These lines mainly serve the County for bulk hauling of grain and stone. Currently in Berlin, MD, Tracks and Yaks offers a guided railbike tour that allows visitors to safely railbike along 6.5-miles of retired tracks that were established in 1877. The excursion is a shares rail history and promotes visitation of the Queponco Train Station Museum.

Airports

There are two public airports that serve Worcester County: Salisbury Regional Airport and the Ocean City Municipal Airport. The Salisbury Regional Airport supports the American Airlines, FEDEX cargo, Maryland State Police helicopter operations, and general-aviation activities. The Ocean City Municipal Airport maintains a general aviation center for local flights and plane maintenance. Both airport facilities provide car rental services.

County Priorities

Every year Worcester County updates its list of transportation priorities for the Maryland Department of Transportation's Consolidated Transportation Program (CTP). The letter is developed based on input from the public, county staff, and elected and appointed officials and sent to MDOT. MDOT evaluates the projects in the letter to assist the state in updating the CTP, which is a six-year capital budget for

8. TRANSPORTATION

State transportation projects. The CTP includes capital transportation projects that may involve planning, environmental studies, design, right-of-way acquisition, or construction. In 2024, Worcester County identified the following transportation priorities:

- Dualize MD 90 to address increased traffic demands and widen the shoulders.
- Dualize MD 589 to address increased traffic demands and increased development.
- Replace the defective drawbridge on US 50.
- Signalize the intersection of MD 611 and MD 376.
- Signalize the intersection of MD 367 and MD 368 (Bishopville).
- Signalize the intersection at US 13 and MD 366 (Pocomoke).
- Signalize the intersection at US 50 and MD 610
- Construct safety improvement on US 113 near Corners Creek to prevent crashes.
- Eliminate flooding on MD 12 north of Snow Hill.
- Construct dedicated right turn lane on southbound St. Martin's Neck Road at MD 90.
- Construct APS/CPS for pedestrians to cross the intersection of US 113 and MD 346.
- Develop an access management plan for the MD 611 to address growth and traffic.
- Construct a shared-use path on MD 611 from US 50 to Assateague State Park.
- Update the bathrooms at the MD State Line – US 13 – Pocomoke Welcome Center.

Ocean City, Snow Hill, and Berlin also submitted priority letters to be attached with Worcester County. The County should continue to monitor these projects as well as future needs, and work with the State to ensure these transportation goals are implemented.

Highway Needs Inventory

The Highway Needs Inventory (NHI) is a MDOT SHA long-term document that identifies highway improvement projects to serve the existing and projected population and economic activity in the State as well as address safety and structural problems that need to be constructed. The NHI notes that only a portion of the proposed projects may be addressed in the future due to needs and resources that are subject to change. **Table 8-5, Highway Needs Inventory** presents the lists of Worcester County projects from 2021.

Table 8-5: Highway Needs Inventory

Route	Improvement	Estimated Cost (\$000)
Primary System		
MD 90 (Ocean City Expressway)	Freeway reconstruction	\$655,700
US 13 (Ocean Highway)	Access control improvements	\$141,200
US 50 (Ocean Gateway)	Access control improvements with interchange at MD 589	\$216,700
US 50 (Ocean Gateway, Kelly Bridge)	Bridge construct/reconstruct	\$376,200
US 113 (Worcester Highway)	Interchange construct	\$84,700
Secondary System		

8. TRANSPORTATION

MD 376 (Bay Street)	2 lane reconstruct	\$17,800
MD 589 (Racetrack Road)	Multi-lane reconstruct including interchanges	\$251,500
MD 611 (Stephen Decatur Road)	Multi-lane reconstruct	\$30,100
MD 756 (Old Snow Hill Road)	2 lane reconstruct	\$16,300

Source: 2021 Highway Needs Inventory

Transportation Studies and Projects

There are no current or future planned County roadway projects; however, MDOT SHA has a few active projects within the County.

MD 90 (Ocean City Expressway) US 50 (Ocean Gateway) to MD 528 (Coastal Highway) Planning and Environmental Linkages (PEL) Study

The importance of addressing MD 90 needs was identified by Worcester County as their number one Consolidate Transportation Program (CTP) priority in their 2022 letter to MDOT. As a result, SHA completed a Planning and Environmental Linkages (PEL) Study for the MD 90 corridor between US 50 and MD 528 in February 2023. The PEL study identified long-term transportation needs, including traffic operations, capacity, safety, pedestrian and bicyclist accessibility and emergency evacuations. Transportation goals for the MD 90 corridor were determined based on current and modeled future corridor transportation conditions, traffic analyses, and evaluation of environmental resources. The study identified the following goals for MD 90:

- Accommodate existing and future traffic needs between US 50 and MD 528 by improving capacity, traffic operations, and accommodating bicycle and pedestrian travel.
- Improve the level of safety for motorists travelling between US 50 and MD 528 by reducing stop and go movements that cause crashes and ensuring good bridge conditions.
- Provide access for evacuation during current flood events and future predicted sea level rise.

MD 528 (Coastal Highway) 15th Street to 67th Street

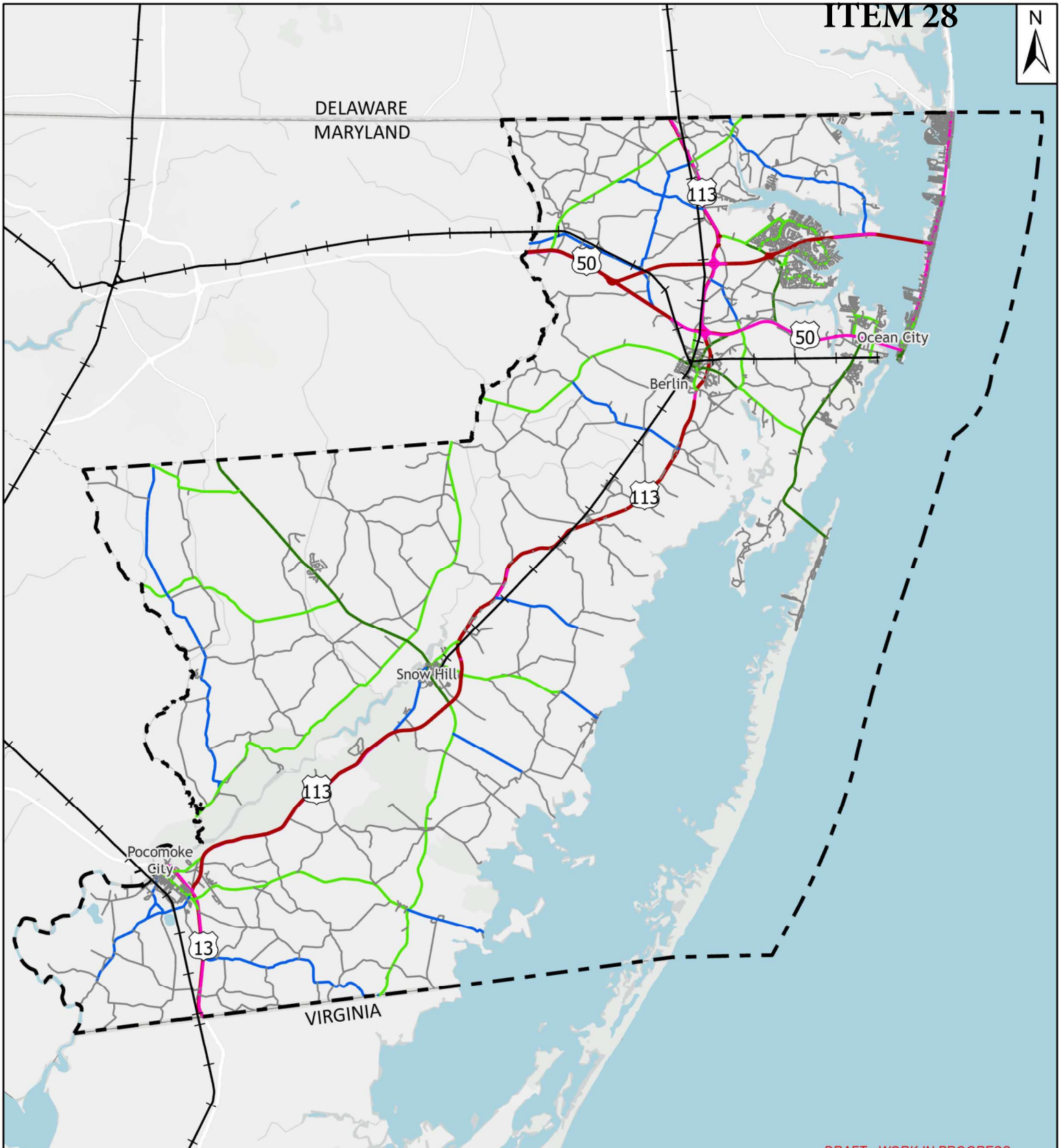
SHA initiated the MD 528 (Coastal Highway) project as part of the Pedestrian Safety Action Plan (PSAP). The PSAP program prioritizes safety enhancements along corridors. Implementation decisions are made using factors such as equity, destinations and connections, crash data and density. This project aims to make Context Driven improvements along 3.13 miles from 15th Street to 67th Street in Worcester County.

US 50 (Ocean Gateway) Harry Kelly Memorial Bridge Repairs

SHA initiated the repair work on US 50 (Ocean Gateway) Harry Kelley Memorial Bridge. The project will involve repairing the structural steel beams and replacing damaged connection plates. The sidewalks and hatches on the bridge will also be rehabilitated. This project is currently in the construction phase.

Transportation and Land Use

Will add this section with information from the Land Use element



Legend

- | | |
|------------------|----------------------------|
| State Lines | Principal Arterial – Other |
| Worcester County | Minor Arterial |
| Water Bodies | Major Collector |
| Railroad | Minor Collector |
| | Local |

Functional Classification

- | | |
|--|----------------------------|
| | Principal Arterial – Other |
| | Freeways And Expressways |

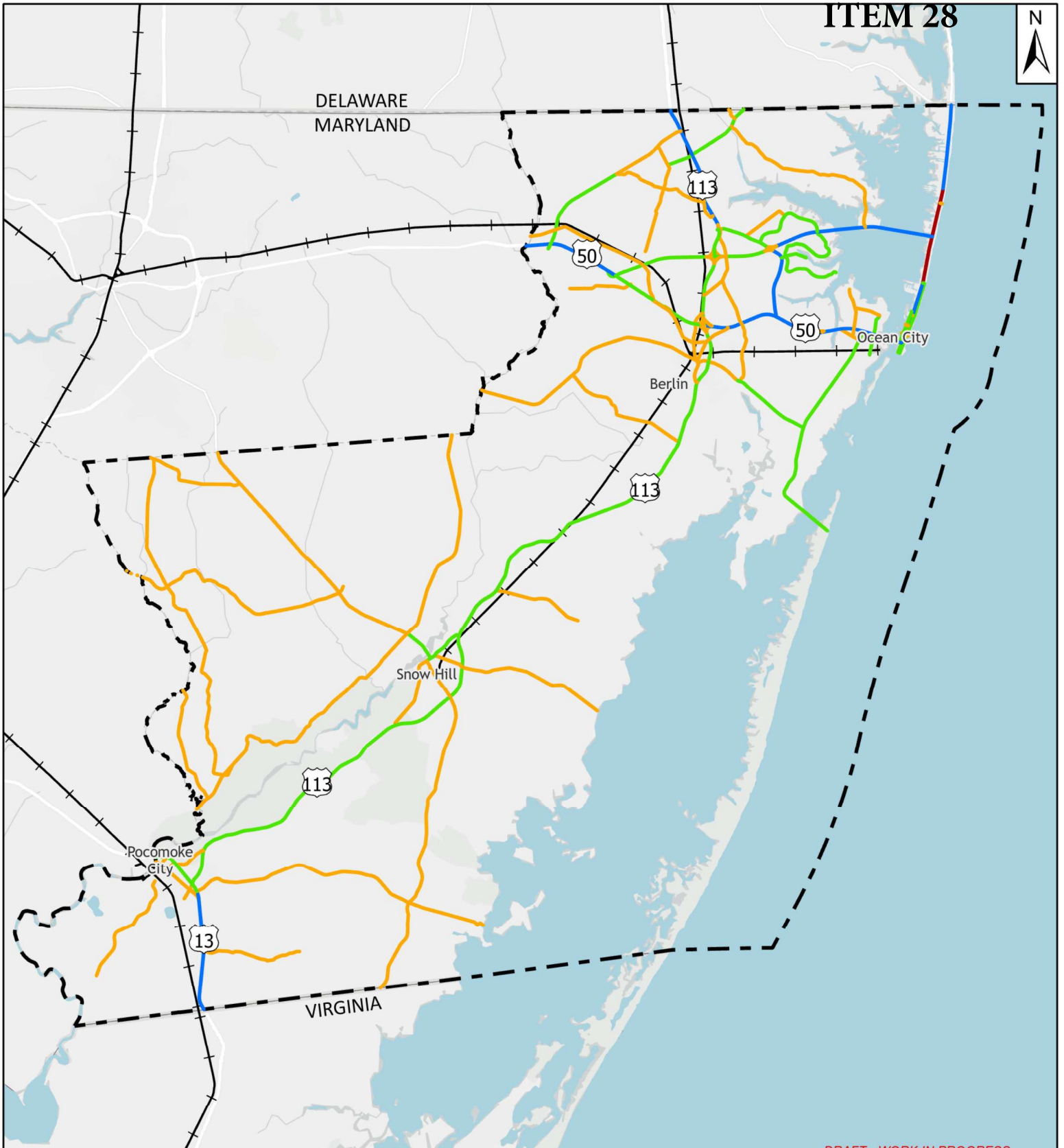
DRAFT - WORK IN PROGRESS



8-1 Functional Classification

0 2.5 5 Miles

28-46



Legend

-  State Lines
-  Worcester County
-  Water Bodies
-  Railroad

AADT (2022)

-  Less Than 5,000 Vehicles
-  5,001 to 20,000 Vehicles
-  20,001 to 50,000 Vehicles
-  Over 50,000 Vehicles

DRAFT - WORK IN PROGRESS



8-2
AADT

 Miles
0 2.5 5



Legend

- State Lines
- Worcester County
- Water Bodies
- Railroad
- Airports
- Shore Transit Stops

Ocean City Transportation Routes

- 1
- 2

Shore Transit Routes

- 452
- 432

DRAFT - WORK IN PROGRESS



8-3 Transit





Worcester County Comprehensive Plan Update

COMMISSIONERS MEETING
OCTOBER 7, 2025

AGENDA

- Overview of the Comprehensive Plan
- Draft Community Facilities Element
- Draft Economic Development and Tourism Element
- Draft Transportation Element
- Questions
- Review Schedule

Overview of the Comprehensive Plan

What is the Comprehensive Plan?

- Establishes a Vision for the Future
- Includes goals, objectives and action items aligned with the Vision
- Guides decisions on land use, transportation, housing, economic development, environmental resources, historic preservation and other issues
- Fulfills State of Maryland requirements
- Developed for the Planning Commission through close coordination with Staff
- Recommended by the Planning Commission to the County Commissioners
- Adopted by the County Commissioners



Optimize productivity of **working landscapes**, including **farms** and **forests** and **fisheries**, and prioritize **development within population centers** that are in proximity to existing infrastructure and facilities.



Prioritize transportation networks that create **energy efficient**, **affordable** and **reliable access** to jobs, housing and services.



Enable a mix of **quality housing types** and **affordability** options to accommodate all who want to live in the state.



Allow for **adaptive reuse**, **mixed-use** and **context appropriate** new development that responds to changing markets and innovations.



Engage **all sectors of the community** in plan development to ensure **diverse voices** are heard and the needs of **underserved populations** are prioritized.



Integrate resiliency measures that will **minimize** the **impacts** of rapid and unexpected **natural- and human-caused threats** on communities.



Provide for **public spaces** that encourage **social interaction** and value **cultural, historical** and **natural resources**.



Protect and restore **sensitive ecological systems** and conserve **natural resources**, including forests, agricultural areas, and waterways.

Maryland's Planning Principles

In 2025, the Planning Principles Act ([SB 266](#)) replaced the 12 Planning Visions with the 8 Sustainable Growth Planning Principles. Effective October 1, 2025, [Land Use Article Section 1-201](#) requires a planning commission to implement the Principles through the comprehensive plan.

Draft Community Facilities Element

Community Facilities Goals and Objectives

The following goals have been identified for maintaining, improving, and providing additional community resources in Worcester County. These goals align with the new Sustainable Growth Planning Principles.

- Work with the State of Maryland to plan for future needs as the County grows, including emergency services, schools, and community facilities.
- Partner with Worcester County Public Schools for essential services and schools with sufficient services demanded by the County's communities.
- Look at opportunities to preserve and enhance the small-town character of the County through an increase in community and cultural activities.
- Provide adequate public services, including health, safety, social, recreational, and waste disposal services to facilitate the County's desired amount and pattern of growth.

Community Facilities Components



Government



Public Safety



Parks and Recreation



Educational Facilities



Library Facilities



Health Services

Draft Economic Development and Tourism Element

Economic Development and Tourism Goals and Objectives

A primary goal of economic development is to foster a resilient and inclusive economy by driving sustainable growth in tourism, small business, technology, agriculture, and light industry. In Worcester County, this includes preserving and celebrating the County's rural and coastal heritage while creating opportunities for year-round employment, innovation, and community well-being.

The following objectives have been identified as critical to the ongoing success of Worcester County and its residents. These are grouped into categories as they apply to the County's picture goals:

- Support Business Retention and Expansion (BRE)
- Foster Economic Growth and Employment Opportunities
- Encourage Entrepreneurship and Innovation
- Drive Sustainable Growth in Tourism and Hospitality
- Create Opportunities for Engagement and Collaborative Development
- Invest in Community and Sustainability

Economic Development and Tourism Components

Economic Markets

Construction and Real Estate

Tourism and Hospitality

Industrial

Health Care

Agriculture

Commercial Services

Employment

Income and Poverty

Incentive Zones

Opportunity Zones

Enterprise Zones

Business and Industrial Property

Arts and Entertainment (A&E) District

Financial Resources and Incentives

Draft Transportation Element

Transportation Goals and Objectives

Worcester County, in cooperation with local, state, and federal entities, will provide for safe and efficient movement of people and goods by the various transportation modes with an acceptable level of congestion. The following goals will support the County in their pursuit of the most effective transportation planning possible.

- Support transportation infrastructure and future transportation needs.
- Improve safety, mobility, accessibility, and resiliency in the transportation network.

Transportation Components

Policies and Guidelines

Functional Classification

Maintenance

Traffic Volumes

Scenic Byway

Transit

Pedestrian Facilities

Water Transport

Railroads

Airports

County Priorities

Highway Needs Inventory

Transportation Studies and Projects

Transportation and Land Use

Questions

Review Schedule

