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OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
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SNOW HILL, MARYLAND
21863-1195

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CHIEF ADMINISTRATIVE OFFICER
CANDACE I. SAVAGE, CGFM
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

PROCLAMATION

WHEREAS, in celebration of American Education Week, November 17-21, 2025, we honor the contributions of Worcester County Public Schools professionals who partner to ensure that every child receives a quality education; and

WHEREAS, strong schools build strong communities, and student success depends on the dedicated team of professionals who partner to prepare students for lifelong learning, responsible citizenship, and productive careers.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim November 17-21, 2025 as **American Education Week** in Worcester County and encourage all residents to honor those who make a difference in the lives of students every day.

Executed under the Seal of the County of Worcester, State of Maryland, this 18th day of November, 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

Citizens and Government Working Together

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: November 3, 2025
SUBJECT: Request to Bid Chemicals for Water & Wastewater

Public Works is requesting Commissioner approval to solicit Invitations for Bid for Supply & Delivery of Water & Wastewater Treatment Chemicals per the attached invitation package. Water & Wastewater Division uses multiple chemicals at the various water and wastewater plants throughout the County. Several plants have overlapping needs while others use a singular specific chemical in the treatment process. This solicitation is an effort to consolidate the usages across all plants thereby formalizing a bulk purchase approach to help reduce costs and better provide year to year tracking of chemical budgets. The following chemicals budgets were approved for FY 26 in the service areas listed. Once bids have been obtained, Public Works will present the Commissioners with recommendations to award to the lowest responsive, responsible vendor(s).

Assateague Point	\$53,000
Landings	\$25,000
Lighthouse Sound	\$4,000
Mystic Harbour	\$450,000
Newark	\$8,000
Ocean Pines	
Water	\$250,000
Treatment Plant	\$525,000
Riddle Farm	\$140,000
River Run	\$30,000
Total	\$1,487,000

Please let me know if there are any questions.

Attachment

CC: Tony Facelli
 Ondrea Starzhevskiy
 Quinn Dittrich

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



INVITATION FOR BID

PROJECT: **Supply & Delivery of Water & Wastewater Treatment
Chemicals**

DEPARTMENT: **Public Works: Water & Wastewater Division**

VENDOR:

NAME:

ADDRESS:

BID OPENING:

DATE:

TIME:

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract “Supply & Delivery of Water & Wastewater Treatment Chemicals” in conformity with the requirements contained herein (“Bid Document(s”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at purchasing@worcestermd.gov.
2. The last date to submit questions for clarification will be noon on.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before bid opening.
4. It is the Vendor’s responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be compiled as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the

Worcester County Commissioners and will be identified with the project name: “Supply & Delivery of Water & Wastewater Treatment Chemicals” and the Vendor’s name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation “SEALED BID DOCUMENTS ENCLOSED” on the face thereof.

2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor’s own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. OPENING OF BIDS

1. Bid Documents received on time will be opened publicly and Vendors’ names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty days from the date of the Bid Document opening.

G. ACCEPTANCE OR REJECTION OF BIDS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor’s responsibility, the County may consider the following qualifications, in addition to price:
 - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.

- c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current workload and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
- 4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
 - 5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

- 1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .
- 2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the bid being rejected.

I. DESCRIPTIVE LITERATURE

- 1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
- 2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

J. NOTICE TO VENDORS

- 1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or

the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF BID

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so

will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF BID

1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract ("Cause"), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days ("Cure Period") after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their bid.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Bid Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.

2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal cannot be substituted.
2. The use of a named product is to set a particular standard of quality and type that has successfully demonstrated to work well with the County's water and wastewater treatment plants.
3. The County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. Bid tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid opening.

END OF SECTION

SECTION III: BID SPECIFICATIONS

A. SCOPE

1. The Worcester County Department of Public Works is soliciting bids from qualified chemical manufacturers and vendors to furnish and deliver various water and wastewater treatment chemicals to multiple County-operated facilities. The purpose of this Invitation for Bids (IFB) is to establish firm pricing and reliable delivery of these chemicals for a twelve (12) month period following contract award.
2. A list of chemicals, required delivery locations, container sizes, and historical annual average usage are included in the **Bid Form**. Vendors may bid on all or any number of the listed chemicals but the annual quantities must be provided for each. Alternative formulations, concentrations, or package types will not be considered.
3. Vendors shall supply the chemicals listed on the attached Bid Form in the quantities and forms specified. Deliveries shall be made to the specific Public Works Water and Wastewater facilities identified on the Bid Form. Deliveries shall occur Monday through Friday, between 8:00 a.m. and 3:00 p.m., excluding Worcester County holidays. Delivery schedules will be coordinated by County plant personnel to ensure uninterrupted operations.

B. CONTINUITY OF SERVICE

1. The successful bidder must demonstrate the capacity to supply the entire annual volume of each chemical bid without interruption. The County reserves the right to obtain chemicals from alternate vendors if the awarded vendor fails to meet delivery schedules or is unable to supply the required product.

C. PRICING & TERMS

1. Unit prices shall include all applicable costs, including but not limited to delivery, processing, fuel surcharges, and handling fees. All prices shall remain firm for twelve (12) months following contract award. Price increases will not be accepted without ninety (90) days' prior written notice to Worcester County Public Works. The County reserves the right to terminate the agreement at any time due to price increases or delivery interruptions. Payment will be made in accordance with Worcester County's Standard Terms and Conditions.

D. BID SUBMISSION REQUIREMENTS

Each proposal must include the following:

1. **Completed Bid Form** showing unit pricing for each chemical bid.
2. **Company Profile** summarizing business history, chemical supply capabilities, and geographic distribution network.

3. **References** from at least three (3) clients for whom similar products and services have been provided within the last five (5) years, preferably municipal or utility clients.
4. **Statement of Qualifications** detailing the company's experience with chemical manufacturing, warehousing, and logistics for water and wastewater treatment chemicals.
5. **Safety Data Sheets (SDS)** for all proposed chemicals.
6. Bids must be submitted in a sealed envelope clearly marked "**IFB – Water and Wastewater Treatment Chemicals**" and received no later than the date and time specified in the public notice.

E. IV. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

Evaluation Category	Description	Weight
Price	Competitiveness of unit pricing and total projected cost based on estimated annual usage.	40%
Delivery Reliability	Demonstrated ability to provide consistent, on-time deliveries to multiple County facilities.	20%
Past Performance	Previous service quality and responsiveness when providing chemicals to Worcester County (if applicable).	15%
Company Qualifications	Experience, staffing, and infrastructure to supply and support water/wastewater chemical contracts.	15%
References	Performance record with other municipalities or utility clients of similar size and scope.	10%

The County reserves the right to award by individual chemical line item, by group, or in total, whichever is deemed in the County's best interest.

F. CONTRACT PRICING

1. Contract pricing will be valid for the term of 12 months ("Contract Period").
2. Pricing must include all labor, materials, tools, and equipment to perform Work.
3. Pricing will not change during the Contract Period.

G. CONTRACT PERIOD RENEWAL OPTION

1. The County reserves the right to extend the Contract Period for two additional one-year terms, provided the Successful Vendor agrees there will be no increase in price for the additional Contract Period(s). The Successful Vendor will notify the County's Administration Office in writing by January 1st of each subsequent year regarding the Successful Vendor's decision to hold prices firm for an additional year. The County will then have the option to either extend the Contract Period or re-bid.

H. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

I. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for approved and accepted work performed.

J. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

K. AWARD

1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

END OF SECTION

**THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE
RETURNED WITH SUBMITTAL**

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for “ [REDACTED] ” as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

	Chemical Name	Form	Unit	Average Annual Usage	Comments	Delivery Location	Unit Price Bid
	Cairox Potassium Permanganate	granular	55 lb bucket	2,100 lbs	free flowing grade NSF approved	1A, 3, 4	
	Sodium Hypochlorite (12.5%)	liquid	15 gal drum	10,300 gal	NSF approved	3, 4, 5, 6, 7, 9	
			55 gal drum	8,700 gal	NSF approved	1B, 2A&B, 8	
			gal bulk tanker	7,600 gal	NSF approved	1A	
	Solar Salt	granular	50 lb bag	158,100 lb	NSF approved	5, 6	
	Sodium Hydroxide	liquid (50%)	gal bulk tanker	38,200 gal		1A, 10, 11, 12 13, 14	
		pearl / beads	50 lb bag	13,100 lb		2A, 3, 4	
	Praestol K260 FL (Polymer)	liquid	55 gal drum	1,300 gal		1B, 2B	
	Praestol K275 FLX (Polymer)	liquid	250 gal tote	2,500 gal	pumped into 500 gal tank onsite	9	
	Micro C2000	liquid	330 gal tote	56,500 gal		1B, 2B	
	Aluminum Chloride	liquid	bulk tanker	48,000 gal		9	
	Calcium Hypochlorite - HTH	granular	100 lb bucket	1,500 lb		9	
	Sodium Bisulfite, 40%	liquid	330 gal tote	1,200 gal		1A	
	Citric Acid, 50%	liquid	55 gal drum	1,500 gal		1B, 2B	
	Glycerin	liquid	gal bulk tanker	120,000 gal		9	
	Inter-pac	liquid	gal bulk tanker	3,000 gal		1B	
	Praestol 611BC	dry	50 lb bag	1,250 lb		9	

Locations:

- | | | | | |
|--|--|--|--|--|
| 1) Mystic Harbour - 9624 Stephen Decatur Highway, Berlin, MD, 21811 | | | | |
| A) Water Plant | | | | |
| B) Wastewater Plant | | | | |
| 2) Riddle Farm- 11401 Grays Corner Road, Berlin, Md. 21811 | | | | |
| A) Water Plant | | | | |
| B) Wastewater Plant | | | | |
| 3) Landings - 8731 Stephen Decatur Highway, Berlin, Md. 21811 | | | | |
| 4) Newark - 8336 Newark Road, Newark, Md. 21841 | | | | |
| 5) Assateague Pointe -12078 Assateague Way, Berlin, Md. 21811 | | | | |
| 6) Sunset Village – 12626 Sunset Ave. Ocean City, Md. 21842 | | | | |
| 7) River Run – 11517 River Run Lane, Berlin, Md. 21811 | | | | |
| 8) Lighthouse Sound - 12516 Saint Martin’s Neck Road, Bishopville, Md. 21813 | | | | |
| 9) Ocean Pines – 1000 Shore Lane, Berlin, Md. 21811 | | | | |
| 10) Ocean Pines - 114 Sandyhook Road, Berlin, Md. 21811 | | | | |
| 11) Ocean Pines – 95 Ocean Parkway, Berlin, Md. 21811 | | | | |
| 12) Ocean Pines - 115 Pinehurst Road, Berlin, Md. 21811 | | | | |
| 13) Ocean Pines - 4 Admiral Lane, Berlin, Md. 21811 | | | | |
| 14) Ocean Pines - 30 Sandyhook Road, Berlin, Md. 21811 | | | | |

ITEM 2

Vendor agrees to have the Work completed within _____ calendar days of Notice to Proceed.
(Yes)____ (No) _____ Check One.

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)____ (No) _____ Check One.

Is your company currently involved in any active litigation? (Yes)____ (No) _____ Check One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ Check One.

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid to be considered valid by the county.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

 Sign for Identification

 Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- ☐ Worcester County's Website
- ☐ eMaryland Marketplace Advantage (eMMA)
- ☐ Newspaper Advertisement
- ☐ Direct email
- ☐ Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ Witness _____ Witness	By: _____ Signature _____ Printed Name _____ Title
---	---

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. 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.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. Nondiscrimination. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.**13. Ownership of Documents; Intellectual Property.**

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

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: November 6, 2025
SUBJECT: MOUs for MD 611 Shared Use Path - TAP & Bikeways Grants

Public Works is requesting Commissioner approval and signature of the two attached documents for the grants covering the design of Phase 1 of the MD 611 Shared Used Path project. The design work is being covered by two grants administered through the Maryland Department of Transportation (MDOT): the Transportation Alternatives Program (TAP) and the Bikeways Program. There is a County match required to the grants which has been included as a small project request in the Assigned Funds process. Below is the breakdown of the grants and County match:

TAP:	\$1,156,716.75
Bikeways:	\$246,771.00
<u>Local Match:</u>	<u>\$138,801.25</u>
Total	\$1,542,289

Phase 1 will start at the existing shared use path at the southeast corner of the intersection of US 50 & MD 611 and extend along the east side of MD 611 to the intersection with Mystic Harbour Boulevard. Once ready for construction, grant applications will be submitted to the same MDOT programs, as will future design/construction phases. The ultimate goal of the project is to connect the existing shared use path on US 50 to the existing shared use path at Assateague State Park. Future phases of the project may cross to the west side of MD 611 further south.

The County Attorney has reviewed these documents and found them acceptable.

Please let me know if there are any questions.

Attachments

CC: Roscoe Leslie
 Kevin Lynch

**MDOT SHA Control No.
FEDERAL-AID PROJECT GUIDELINES AND WORKING
SUPPLEMENTAL AGREEMENT**

Worcester County Government

and

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

This **SUPPLEMENTAL AGREEMENT (“SA”)**, executed on the _____ day of _____, is in accordance with the terms of a Master Memorandum of Understanding “MOU” made effective February 1, 2018 by and between the Maryland Department of Transportation State Highway Administration, acting for and on behalf of, the State of Maryland, hereinafter referred to as “MDOT SHA”, and

Worcester County, Maryland _____, Maryland, a body corporate and politic, hereinafter referred to as the “Local Public Agency” or “LPA”.

WHEREAS, The MDOT SHA agrees to assist in administering and partnering with the LPA as outlined in the Master Agreement and in this SA developed for the selected project

MD 611 Shared Use Path

; and

WHEREAS, The PROJECT activities and reimbursement of expenses are subject to State and Federal requirements; and

WHEREAS, The LPA and MDOT SHA acknowledge the need to define the responsibilities and obligations of each party for the PROJECT.

I. Project Information

A. The PROJECT shall consist of the following

Complete preliminary engineering and final design from 0% to 100% of the MD 611 Shared Use Path along the MD 611 corridor extending from US 50 (end point of existing path) to Mystic Harbour Boulevard on the south end, approximately 1.3 miles. This project will use Transportation Alternatives funding of \$1,542,289 with a minimum of \$385,572.25 required as cash match.

- B. The LPA shall be staffed and equipped to perform work satisfactorily and cost effectively, and adequate staffing and supervision exists to manage this federal project. The LPA has identified Dallas Baker, Director, Worcester County Department of Public Works, a fulltime employee, to be the "responsible charge" of the project as defined on MDOT SHA Development Guide for Local Public Agencies and other Sub-recipients of federal funds. If the responsible charge changes, the LPA is responsible for notifying MDOT SHA Program Manager.

II. Project Time Period

- A. All PROJECT activities shall not begin until the execution date of SA and federal authorization from the Program Manager has been provided to the LPA.
- B. The PROJECT Closeout Date and PROJECT Agreement End Date (Period of Performance 2 CFR Part 200.309) will be established at the time of federal authorization. The PROJECT Closeout Date is the date by which the LPA must complete all related project closeout activities and reviews. The Project Closeout Date and Project Agreement End Date will be determined using the established MDOT SHA project end date procedures.
- C. The LPA will comply with MDOT SHA's monitoring requirements, including quarterly progress reports due with the billing invoice, which shall be submitted to the District Engineer and/or Project manager within MDOT SHA until the Project has been closed out.
- D. The MDOT SHA and LPA shall retain all documents and records relating to the use of federal funds and subject to audit for a minimum of three (3) years from the last expenditure report payment. If any litigation, claim, negotiation, audit or other action involving the documents or records started before the expiration of the 3-year period, the records shall be retained until completion of the action and resolution of all issues or the end of the three-year period, whichever is later in accordance with the requirements of 49 CFR Part 18, Section 18.42 Retention and Access Requirements for Records.

III. Project Funding and Payment

- A. The Maryland Department of Transportation will reimburse the LPA up to an amount not to exceed the percentage stated in this SA and subsequent cost sharing agreement for the eligible expenses of the project.
- B. The LPA shall submit to the Project Manager a copy of paid invoices to show costs incurred in constructing the PROJECT on a quarterly basis. For design costs for projects utilizing a MDOT SHA open end consultant, MDOT SHA will bill the LPA up to an amount not exceeding the percentage stated in the cost sharing agreement for the monthly incurred costs.

- C. Reimbursement requests received after the PROJECT Closeout Date will be considered for payment on a case-by-case basis with prior written justification explaining the expected delay submitted by the LPA. All costs must have been incurred prior to the project agreement end date.
- D. Invoices shall contain sufficient documentation and proof of payment, in MDOT SHA's sole discretion, to evidence actual expenses of items eligible for reimbursement. Upon receipt, the District Engineer will forward invoice to the Federal Aid Billing Office for approval.
- E. The MDOT SHA shall remit payment to the LPA within thirty (30) days following receipt of each invoice, provided:
 - a. The invoice contains all necessary information for processing, in MDOT SHA's discretion,
 - b. No charges are disputed by MDOT SHA,
 - c. The invoice does not exceed the percentage of the project costs stated in the cost sharing agreement.
- F. The MDOT SHA shall deduct from each invoice the amount of the non-eligible portion of the expenses any costs deemed not eligible for reimbursement by law. All such non-eligible costs shall be borne solely by the LPA.
- G. Identify the option for construction-related services (i.e. construction inspection, materials testing, etc.) that is applicable to this agreement:
 - ☒ a. MDOT SHA Construction Services are not applicable to this agreement;
 - ☐ b. The LPA will use their internal staff to complete construction-related services;
 - ☐ c. The LPA will hire staff to complete construction-related services;
 - ☐ d. MDOT SHA will complete construction-related services for the PROJECT and bill for our services at the percentage stated in the cost sharing agreement.
- H. The LPA will not be reimbursed for maintenance activities, maintenance equipment and other non-essential PROJECT activities and they cannot be used towards the LPAs non-federal project cost match, unless approved in advance.
- I. The LPA must submit separate invoices to MDOT SHA for PROJECT costs to be reimbursed through any other funds, grants, or activities by MDOT SHA, the Maryland Department of Transportation, or the United States Department of Transportation.
- J. The LPA will forward the completed closeout package to the MDOT SHA Program Manager and the Assistant District Engineer - Construction. The completed package will include a certification of PROJECT materials used and of PROJECT workmanship, which must be signed and stamped by the contractor and the LPA. The completed package shall also include a request for the final reimbursement of the remaining eligible costs.

IV. Additional Project Conditions

- A. Upon request by MDOT SHA, the LPA shall submit for MDOT SHA review and written comment, design plans, specifications and estimates at major design milestones, including:
 - a. Preliminary Design Review thirty percent (30%),
 - b. Semifinal Review sixty-five percent (65%),
 - c. Final Review ninety-five percent (95%), and
 - d. Plans, Specifications, and Estimates (PS&E) one hundred percent (100%).
- B. Project documentation must show the environmental review of the project, per 23 CFR part 771, was completed prior to the final design authorization and/or the construction authorization, and that a determination was made before construction authorization that the project's NEPA document(s) remained valid for the authorization decision, or that supplemental NEPA documentation was completed before the construction authorization. The LPA will publicize and conduct public meetings
- C. The LPA has agreed to provide all necessary rights-of-way in compliance with the conditions governing acquisition of rights-of-way, set forth in the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, Public Law 91-646, 42 U.S. Code SS4601-4655 and any supplemental amendments and in the Federal Aid Policy Guide, as amended, at no expense to MDOT SHA or Federal Highway Administration.
- D. The LPA shall require its contractor(s) to provide a surety performance bond in the amount of the most responsive and responsible bid to ensure that the PROJECT will be constructed if the contractor defaults. The LPA or Sub-recipient shall also require a surety payment bond in the amount of the estimated construction cost to ensure that the contractor pays its subcontractors and suppliers, as required by the most current MDOT SHA Standard Specifications for Construction and Materials and addendums, located at <http://www.roads.maryland.gov/ohd/part1.pdf>, page 20, section GP-3.03.
- E. The LPA shall hold a pre-construction meeting with the contractor, to which the MDOT SHA Assistant District Engineer of Construction from the respective District, Area Materials Engineer from the respective District, Equal Opportunity Officer(s) from the respective District and the Program Manager shall be invited.
- F. All steel, iron, manufactured products, and construction materials used in the PROJECT shall be produced in the United States, in accordance with FHWA Buy America provision (23 USC 313 and 23 CFR 635.410) and Build America, Buy America (BABA) Act.

G. The LPA shall not make any award or permit any award (sub-grant or contract) at any tier to any party which is **debarred or suspended** or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 – Debarment and Suspension.

H. All notices and/or invoices, if to the LPA, shall be addressed to:

County: Worcester County
 Agency: Department of Public Works
 Address: 6113 Timmons Road
 Snow Hill MD 21863
 Phone: 410-632-5623
 Email: dbaker@co.worcester.md.us

County:
 Agency:
 Address:
 Phone:
 Email:

All invoices from LPA to MDOT SHA sent for processing to:

Name/Title
 State Highway Administration
 Mail Stop:
 Address
 Phone:
 Fax:
 E-mail:

Cheryl Ladota, Assistant Division Chief
 SHA, MS-502
 707 N. Calvert St
 Baltimore, MD 21204
 410-545-8552
 cladota@mdot.maryland.gov

APPROVED ON BEHALF OF

Worcester County Government

By: _____
 Name, Title
 Agency

Date: _____

**PROPOSAL ACCEPTED ON BEHALF OF THE MDOT STATE HIGHWAY
 ADMINISTRATION**

By: _____
 Director, Office of Finance

Date: _____

August 30, 2024

Dallas Baker, Director
Worcester County Public Works
6113 Timmons Road
Snow Hill MD 21863

Dear Mr. Baker:

It is my pleasure to inform you that the application titled MD 611 Shared-Use Path submitted by Worcester County Public Works for a Transportation Alternatives Program award has been approved in the amount of \$1,542,289. The funds are to be used for the following project scope: Complete design for Phase I of the shared-use path along the MD 611 corridor.

These funds are administered by the Maryland State Highway Administration (SHA) and have federal and State requirements. Ms. Cheryl Ladota, SHA Office of Planning and Preliminary Engineering (OPPE), Regional and Intermodal Planning Division (RIPD) Assistant Chief, will follow-up with you regarding the details to secure these funds and to set up an initial kick-off meeting. Please do not expend money on any aspect of your project for which you will be seeking reimbursement or using as match until after you have received approval from SHA.

Congratulations and thank you for your participation in this program. If you have any questions, please contact Ms. Ladota at 410-545-8852 or cladota@mdot.maryland.gov. Ms. Ladota will be happy to assist you.

Sincerely,



William Pines, P.E.
Administrator

cc: Ms. Cheryl Ladota, Assistant Chief, OPPE, RIPD, SHA
Raymond L. Moravec, P.E., Director, OPPE, SHA

September 03, 2024

Worcester County Public Works
6113 Timmons Road
Snow Hill, MD 21863

Dear Mr. Baker and Mr. Clasing:

Congratulations on submitting a successful project application to the Maryland Department of Transportation (MDOT) Kim Lamphier Bikeways Network Program.

MDOT has approved the following grant award:

Grant Award Fiscal Year: FY 2025

Project Name: MD 611 Shared Used Path

Award Amount: \$ 246,771

Matching Contribution: \$ 61,693

Project Category: Design

Please note that FY2025 Bikeways awards are expected to be announced on September 10, 2024 and we ask that no public announcement of this award is made prior to that date.

The information below outlines the required steps your agency must complete for the project to receive reimbursement from MDOT. Please note that no reimbursable expenditures may be incurred under this grant until a grant agreement is executed by your agency and by MDOT. MDOT will initiate the grant agreement after receiving and approving the project work plan and scope, as outlined below. MDOT reserves the right to rescind any award that does not have an executed grant agreement within one year of award.

Step 1: Submit Project Work Plan and Kickoff Meeting

- The first step for all projects is to update the project work plan submitted with the grant application. The work plan will serve as the basis for quarterly updates that will document progress and any changes to the intended schedule. We have provided comments on the work plan submitted with the application, which are attached to the email version of this letter. Please update your work plan and email to mdbikeways@mdot.maryland.gov by **Friday, October 25, 2024**.

Mr. Baker
Mr. Clasing
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- Following submission of the work plan, MDOT will schedule a kickoff meeting to review the plan and timeline for the project. All kickoff meetings are expected to be held before **Friday, November 15, 2024**.

Step 2: Submit Draft Designs for Review and/or Work Scope Details

- Construction and Minor Retrofit project awards should submit draft designs for construction and an itemized cost estimate. MDOT staff will provide comments to ensure that proposed activities and expenditures are allowable under the grant program guidelines and are consistent with the approved grant application.
- Design project awards should submit the Design Scope of Work. MDOT staff will provide comments on the Design Scope of Work to ensure that proposed activities and expenditures are allowable under the grant program guidelines and are consistent with the approved grant application. MDOT will then use this information to prepare the grant agreement.

Step 3: Execute Grant Agreement

- Once MDOT has reviewed the documentation described above and comments have been substantially addressed, MDOT will provide a grant agreement for execution, which will describe the project scope, funding reimbursement limit, matching commitment, termination date, and terms and conditions.
- The grant agreement will be executed first by the grantee and then by MDOT. One fully executed original will be provided to the grantee.
- MDOT reserves the right to rescind any award that does not have an executed grant agreement within one year of award.

Step 4: Project Management, Reporting, and Reimbursement

- The grantee may begin incurring reimbursable expenses only after the grant agreement has been fully executed.
- If there are any significant changes to the project schedule, work plan, or budget thereafter, the grantee must notify MDOT as soon as possible.
- Please review the Bikeways Program Guidelines for complete project management information. The Guidelines and all program documents are available on the Bikeways Program website: www.mdot.maryland.gov/Bikeways.
- Key project management requirements include:
 - **Quarterly Updates** must be submitted using the template for project work plans. Any changes to the project work plan should be submitted for review to MDOT. The first Quarterly Update will be due **Wednesday, January 10, 2025**.
 - **Reimbursement Claims** must be completed and submitted with a cover letter and supporting documentation using the Bikeways Reimbursement Claim form.

Mr. Baker
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- **Design Reviews** for projects that fund design will be coordinated through MD Bikeways. Any milestone review documents should be submitted directly to mdbikeways@mdot.maryland.gov for a coordinated review by all MDOT and SHA reviewers. For milestone reviews, grantees should not seek their own design reviews from other MDOT divisions or offices without first notifying the Bikeways program.
- **A Final Report** is to be completed and submitted with the final Reimbursement Claim. Both forms are available on the Bikeways Program website.
- **Records** must be retained for three years from the date that the final Reimbursement Claim is submitted to MDOT.

The owner of the project retains responsibility for approving final design and managing construction, including appropriate maintenance of traffic, permitting, and inspections. Grant recipients must agree to defend and hold the State free from liability in case of any claim or suit arising from the construction, operation, or maintenance of this project. MDOT strongly encourages that Bikeways projects comply with State and Federal standards and guidelines for bicycle accommodation. However, MDOT also recognizes that flexibility may be justified for the provision of bicycle facilities on local roads in certain contexts and circumstances. Links to relevant design manuals and guidelines are provided on the Bikeways Program website at www.mdot.maryland.gov/bikeways. MDOT will provide advisory comments on proposed design elements and retains the authority to deny grant funding to any project or portion thereof for which comments are not satisfactorily addressed.

If you have additional questions or concerns, please contact Meg Young, Deputy Director of Active Transportation and Micromobility, MDOT Environment and Sustainable Transportation Program (ESTP), at myoung7@mdot.maryland.gov.

Sincerely,



Deron Lovaas
Chief, ESTP

cc: Meg Young, Deputy Director of Active Transportation and Micromobility, ESTP, MDOT
Kandese Holford, Director of Active Transportation and Micromobility, ESTP, MDOT

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

WORCHESTER COUNTY, MARYLAND

THIS GRANT AGREEMENT executed electronically and entered into this day _____, by and between the Maryland Department of Transportation (“Department” or “MDOT”) and Worcester County, Maryland (“Grantee”).

WITNESSETH:

WHEREAS, the Department has programmed in the FY 2025-2030 Consolidated Transportation Program-2025 State Report on Transportation a total of Fifteen Million Nine Hundred Fifty-Three Thousand Six Hundred and Thirty-One Dollars (\$15,953,631) for the Maryland Kim Lamphier Bikeways Network Program (“Program”);

WHEREAS, the Department budgeted within the Program Two Hundred and Forty Six Thousand, Seven Hundred and Seventy One dollars (\$246,771) for the Maryland 611 Shared Use Path project (the “Project”), a design project for a shared use path connecting US 50 to Assateague State Park along the MD 611 corridor, with these funds as a non-federal funding match to federal Transportation Alternative Program (“TA Program”) funds. ;

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State’s transportation system;

WHEREAS, the Maryland Kim Lamphier Bikeways Network Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Grantee has committed a matching fund contribution of Sixty One Thousand Six Hundred and Ninety-three Dollars (\$61,693) (“Matching Fund Contribution”) to the Project;

WHEREAS, the total Project cost estimate (“Estimate”) as set forth in the Grantee’s grant application and accepted by MDOT is One Million Five Hundred Forty Two Thousand, Two Hundred and Eighty-Nine Dollars (\$1,542,289)

WHEREAS, additionally the Grantee has obtained a commitment of One Million, Two Hundred and Thirty Three Thousand, Eight Hundred and Thirty One Dollars (\$1,233,831) as a third-party contribution from the TA Program;

WHEREAS, the Project will design a shared use path that connects to National and State Parks.

WHEREAS, the Project is consistent with the Worcester County Greenway Trails Master Plan and Worcester County Transportation Priority Letter;

WHEREAS, the Grantee has agreed to comply with the requirements of the SHA TA Program;

WHEREAS, the Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and supplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed Two Hundred and Forty Six Thousand, Seven Hundred and Seventy One dollars (\$246,771) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
 - a. The final design of a shared use path along the 611 corridor Phase 1 from US 50 to Mystic Harbour Blvd.;
 - b. Provide opportunities for community input on recommendations;
 - c. Submit draft milestone plans to MDOT Kim Lamphier Bikeways Network Program for review and comment prior to finalizing plan;

- d. Preparation of quarterly status reports and a final report, as requested by the Department; and
- e. Monitoring and supervising the compliance with all provisions in this Agreement.

3. Notwithstanding anything to the contrary herein, the maximum amount payable by the Department under this Grant Agreement shall be the lesser of \$246,771 or 16% of the Project's Estimate and the maximum amount of the Matching Fund Contribution payable by the Town under this Grant Agreement shall be the lesser of \$61,693 or 4% of the Project's Estimate.

4. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

5. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

6. Prior to commencement of work on the Project, the Grantee shall require all contractors and subcontractors to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence, such insurance to name the Grantee, the Department and all respective agencies, officers, official and employees as additional insureds on a primary and non-contributory basis and for ongoing and completed operations;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of \$800,000 aggregate and \$400,000 each occurrence. The Grantee shall have the right to self-insure. These are the maximum limits of liability for which the Grantee's Self-Insurance Program is

responsible, as determined by Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the “Local Government Tort Claims Act.”

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

7. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act (“MTCA”) currently found at the State Government Article, Section 12-101 *et seq.* of the Maryland Annotated Code.

8. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from funding sources other than the Maryland Bikeways Program to complete the Project.

9. The Grantee shall maintain facilities and equipment funded through this Grant for the duration of their useful life, and in any event not less than five years. At the request of the Department, the Grantee shall refund expenditures paid by the Department if Project facilities and equipment are not so maintained.

10. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee’s submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

- (a) actual expenditures incurred by the Grantee in connection with the Project;
- (b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department’s receipt

and approval of the invoice and accompanying certifications. The final invoice may not be paid until documentation of the Matching Fund Contribution and the final report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

11. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

12. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on **June 30, 2028**, whichever is sooner. All work on the Project that is reimbursable under this Grant must be completed and all invoices/requests for reimbursement must be submitted by the Grantee before the grant termination date. Any invoices/requests for reimbursement submitted after the grant termination date will be identified as a disallowed cost and not processed for payment by MDOT. At its discretion, the Department may elect to extend the term of the Grant by up to six months, upon written notice by MDOT.

13. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- (a) the Grantee breaches or fails to fulfill any of the terms of this Agreement;
or
- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim that the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

14. The Grantee shall maintain separate and complete accounting records that are consistent with generally accepted accounting procedures and accurately reflect all income and

expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

15. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

16. This Agreement may be modified only by written instrument, executed by the Department and the Grantee, except for the Grant extension pursuant to paragraph 12.

17. The Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement. The Grantee's indemnification obligations under this paragraph are provided to the extent permitted by and subject to the provisions of the Maryland Local Government Tort Claims Act, Sections 5-301 et seq. of the Courts and Judicial Proceedings Article, Annotated Code of Maryland and subject to the appropriation of funds. The foregoing indemnification is not to be deemed as a waiver of any immunity that may exist in any action against the Grantee or its officers, agents, volunteers and employees.

18. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

19. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, (2015 Replacement Volume, as amended and supplemented).

20. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

21. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

22. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee;
- (b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;
- (c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

23. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

24. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces, as set forth in Executive Order 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Agreement.

25. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

26. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

27. This Agreement may be executed in several identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

28. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 20 of this Agreement, their assigns.

29. This Agreement may be executed in counterparts; all such counterparts will be deemed one agreement. This agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes without delivery of an original signature being thereafter required.

30. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Postal Mail to the following:

In the case of MDOT:

Kandese Holford, Director
Office of Active Transportation
and Micromobility
7201 Corporate Center Drive
Hanover, MD 21076

In the case of the Grantee:

Dallas Baker
Director of Public Works
Worcester County
6113 Timmons Road
Snow Hill, MD 21863
410-632-5623 x2300

The next page is the signature page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MARYLAND DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
Samantha J Biddle Date
Acting Secretary

FUNDS AVAILABLE:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Octavia Robinson, Chief Financial Officer
Office of Finance

Brenden Lee Hodge, Assistant Attorney General
Maryland Department of Transportation

WORCHESTER COUNTY, MARYLAND

WITNESS:

_____ By: _____
Date

APPROVED FOR SUFFICIENCY OF FUNDS:

APPROVED FOR FORM AND LEGAL SUFFICIENCY

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: November 4, 2025
SUBJECT: Award of Bid – Roads Division Dump Truck

Public Works is requesting Commissioner's approval to award the purchase of a 6-wheel dump truck with snowplow for the Roads Division to Bergey's Truck Centers in the amount of \$253,578.00. Funding in the amount of \$279,000 for this purchase was approved in the current FY26 operating budget under account 100.1202.9010.010, Public Works Roads Division Capital Equipment Vehicles.

Bids were due and opened on Thursday, October 16, 2025, at 2:30 pm. Four bids were received. All bids received met or exceeded our specifications; however, Bergey's Truck Centers offered the shortest delivery/lead time of only 8-10 weeks at the body manufacturer as they are using a different body company and 4 months for truck build. Beltway International and All Roads Trucks are using the same body vendor (Moxley) which is causing significant delays in the body build time creating concerns that Beltway International could complete within the timeframe listed below. Currently Roads still has not received their dump truck that was ordered in FY25 due to delays with the body company which is also Moxley.

The Roads Division is replacing a 2007 International Dump Truck which was due to be turned in during the last budget cycle but was held onto due to a wrecked vehicle not being replaced. Since that time, approximately \$6,300.00 has been spent to keep this vehicle operational. This vehicle has roughly 230,000 miles with transmission issues and various leaking components. We are approaching the winter season and with vehicle issues, significant costs could be incurred to keep it running, especially for the next 12 to 24 months if we choose to go with one of the other lower bids received.

Please let me know if there are any questions.

Dump Truck Bid			
Thursday, October 16, 2025, at 2:30 pm			
Bid Tabulation			
<u>Vendor Name</u>	<u>Base Bid</u>	<u>Body Lead Time</u>	<u>Truck Build Time</u>
Beltway International LLC	\$228,525.89	12-16 weeks – using Moxley*	6 months
All Roads Trucks	\$256,098.50	18-24 months – using Moxley	6 months
Bergey's Truck Centers	\$253,578.00	8-10 weeks – using Tony Sanchewz LTD	4 months
Easton Truck Center – Transteck	\$225,200.00	12-15 months – using Hart	6 months

*Beltway has indicated 12-16 weeks for a body lead time using Moxley, however, All Roads is using also using Moxley and have indicated an 18-24 month lead time. In addition, Roads Division ordered a truck in FY 25 (October 2024) with body work being completed at Moxley. The truck body has not started yet and delivery to Roads Division is not expected until January 2027.

Attachment

Cc: Kevin Lynch, Roads Superintendent

Dump Truck Bid	
Thursday, October 16, 2025 at 2:30 pm	
Bid Tabulation	
<u>Vendor Name</u>	<u>Base Bid</u>
Beltway International LLC	\$228,525.89
All Roads Trucks	\$256,098.50
Bergey's Truck Centers	\$253,578.00
Easton Truck Center- Transteck	\$225,200.00

apparent low bidder

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



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: November 3, 2025
SUBJECT: Request to Award Contract for Whaleyville Recycling Center Concrete Pad

Public Works is requesting Commissioner approval to award the Whaleyville Recycling Center Concrete Pad construction to AJT Homes, LLC in the amount of \$38,900. Bids were solicited and opened on Monday, October 27, 2025, with AJT Homes, LLC submitting the lowest responsive bid meeting all required specifications. References have been verified and found to be satisfactory. A bid tabulation sheet is attached for review. Funding for this project is available in the Assigned Fund Balance account "Recycle HOCC Imp."

Please let me know if there are any questions.

Attachment

cc: Kim Reynolds
David Candy
Quinn Dittrich

Whaleyville Recycling Center Concrete Pad	
Monday, October 27 at 2:30pm	
Bid Tabulation	
<u>Vendor Name</u>	<u>Base Bid</u>
AJT Homes LLC	\$ 38,900.
Colossal Contractors Inc	\$ 61,636.
Mona Contracting LLC	\$ 69,240.
JMR Concrete Construction Inc.	\$ 88,486.
Pintail Construction	\$ 45,150.
Stratified	\$ 42,990.
Blue Chip Construction LLC	\$ 50,524.74
Ford Design Group LLC	\$ 99,960.
East Coast Contracting	\$ 81,228.
HCE LLC	\$ 59,615.
Marshall's Professional Property Mgmt.	\$ 64,750.
David Bramble Inc.	\$ 60,719.
Shore Construction Services LLC	\$ 45,000.

apparent low bidder

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



**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



INVITATION FOR BID

PROJECT: Concrete Pad at Whaleyville Recycling Center

DEPARTMENT: Public Works

VENDOR:

NAME: AJT Homes LLC

ADDRESS: 30717 Satterfield Court
Salisbury, MD 21804

BID OPENING:

DATE: Monday, October 27, 2025

TIME: 2:30PM

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for "WHALEYVILLE RECYCLING CENTER CONCRETE PAD" as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide labor, materials and equipment to grade, pour and finish a concrete slab at Whaleyville Recycle Center as stated in the Bid Specifications.	\$38,900. ⁰⁰

Vendor agrees to have the Work completed within 45 calendar days of Notice to Proceed. (Yes) ☒ (No) ☐ Check One.

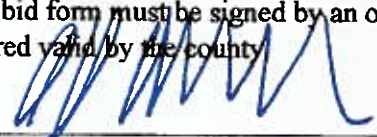
Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes) ☒ (No) ☐ Check One.

Is your company currently involved in any active litigation? (Yes) ☐ (No) ☒ Check One.

Is your company currently involved in any mergers or acquisitions? (Yes) ☐ (No) ☒ Check One.

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid to be considered valid by the county.


Sign for Identification

Abram Tucker
Printed Name

Managing Member
Title

ajthomes10@gmail.com
Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:	Worcester County Soil Conservation	Company Name:	Wor-Wic Community College
Type of Project:	New home construction	Type of Project:	concrete replacement
Address:	Ocean Pines, MD	Address:	32000 Campus Dr.
Town, State, Zip Code:	- 1 Tiller Lane - 24 Admiral Ave	Town, State, Zip Code:	Salisbury MD 21804
Contact Person:	Larry Lynch	Contact Person:	Will Preneta
Telephone Number:	443-880-1394	Telephone Number:	410-334-2918
Email:		Email:	wpreneta@worwic.edu
Date of Service:	2022 - 2025	Date of Service:	August 2025
Company Name:	Town of Mardela Springs		
Type of Project:	Sidewalk replacement		
Address:	PO Box 81		
Town, State, Zip Code:	Mardela Springs MD 21837		
Contact Person:	Bob Vanmeter		
Telephone Number:	443-523-5795		
Email:	jpvanmeter@verizon.net		
Date of Service:	April 2024		



Sign for Identification

Abram Tucker

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write none) None

How did you hear about this solicitation?

- ☒ Worcester County's Website
☐ eMaryland Marketplace Advantage (eMMA)
☐ Newspaper Advertisement
☐ Direct email
☐ Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
<u>1</u>	<u>09/30/25</u>	<u>AT</u>
<u>2</u>	<u>10/02/25</u>	<u>AT</u>
<u>3</u>	<u>10/07/25</u>	<u>AT</u>



Sign for Identification

Abram Tucker

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____

In the presence of: _____

Address of Vendor: 30717 Satterfield Ct. Town, State, Zip Salisbury, MD 21804Telephone No.: 443-497-0914 Fax: _____ Email: ajthomes10@gmail.com

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
Partner WitnessSigned By: _____ In the presence of: _____
Partner WitnessSigned By: _____ In the presence of: _____
Partner Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
President WitnessAttest: _____
Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, Abram Tucker am the Managing Member
(Printed Name) (title)and the duly authorized representative of the Vendor of
AJT Homes LLC whose address is
(name of corporation)30717 Satterfield Ct.
Salisbury, MD 21804

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

None

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.


 Sign for Identification

Abram Tucker
 Printed Name

NON-COLLUSIVE AFFIDAVIT

I, Abram Tucker being first duly sworn,
deposes and says that:

1. He/she is the Managing Member, (Owner, Partner, Officer, Representative or Agent) of AJT Homes LLC, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Melanie Pohl
Witness

Witness

By: [Signature]
Signature

Abram Tucker
Printed Name

Managing Member
Title

AJT HOMES, LLC: W13558267

Department ID Number: W13558267

Business Name: AJT HOMES, LLC

Principal Office:  30717 SATTERFIELD COURT
SALISBURY MD 21804

Resident Agent:  ABRAM JOHN TUCKER
30717 SATTERFIELD COURT
SALISBURY MD 21804

Status: REVIVED

Good Standing: THIS BUSINESS IS IN GOOD STANDING

Business Type: DOMESTIC LLC

Business Code: 20 ENTITIES OTHER THAN CORPORATIONS

Date of Formation/ Registration: 05/06/2010

State of Formation: MD

Stock Status: N/A

Close Status: N/A

To: Worcester County Commissioners
 From: Jennifer K. Keener, AICP, Director
 Date: November 10, 2025
 Re: Out of State Travel Request

Out of State Travel Request

Development, Review and Permitting	2	100.1008.7000.100
Department	# of Attendees	GL Account Code
San Diego, CA	7/12/2026	7/17/2026
Destination	Depart	Return

Purpose of Travel: I am requesting authorization for DRP staff to attend the 2026 Esri User Conference. This conference will allow staff to attend educational sessions on important GIS topics, meet with industry experts from across the country, and demonstrate products that could be utilized to improve services for county departments and residents. I am requesting approval in advance of the FY27 budget due to limited hotel capacity and discounted airfare. The registration cost is free with our current Esri platform.

Estimated Costs:

Airfare	\$1,600
Lodging	\$2,730
Meals	\$950
Registration Fees	\$0
Car Rental	-
Other Transportation	\$200
Other	-
Total	\$5,480

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
Jacob Stephens, Deputy Director of Recreation & Parks
DATE: October 30, 2025
SUBJECT: Waterway Improvement Fund Grant – George Island

The Recreation & Parks Department received an award letter and Grant Agreement for the FY26 Waterway Improvement Fund Grant for the George Island Boat Landing Facility Improvements.

The grant amount is in the amount of \$250,000 and the project includes the replacement of the boat ramp, improving rip rap and any other needed improvements. The facility needs serious repair beyond the normal general maintenance.

Waterway Improvement Fund Grants are 100% reimbursable.

We are asking for review and approval signature for this grant in order to move forward.

Please do not hesitate to contact me at 410-632-2144 x2502 if you have any questions or need additional information.

Attachment: FY26 Award letter & Grant Agreement



Wes Moore, Governor
Aruna Miller, Lt. Governor
Josh Kurtz, Secretary
David Goshorn, Deputy Secretary

July 1, 2025

Kelly Rados
Worcester County Recreation & Parks
6030 Public Landing Road
Snow Hill MD 21863

Re: Fiscal Year 2026 Waterway Improvement Fund Grant
Grant LG-2312i-26, George Island Landing Boating Facility Improvements, \$250,000.00

Dear Mr. Rados:

I am pleased to inform you that your jurisdiction's request for Fiscal Year 2026 Waterway Improvement Funds (WIF) for the above-referenced project(s) has been approved by the Maryland General Assembly.

Boating is a cornerstone of Maryland, and the Waterway Improvement Fund is a vital resource that ensures visitors and residents alike will continue to benefit from Maryland's world-class recreational boating opportunities, which contribute substantially to jobs and our state and local economies. These grants and partnerships like ours are improving the quality of life of (our boating citizens and visitors) boaters through dredging and the development of safe access sites, while expanding opportunities for the public to appreciate all that Maryland's waterways have to offer.

For your consideration, please review our [Waterway Improvement Fund Grants Manual](#), where you will find all terms and conditions associated with this grant award. Department staff will be in touch soon regarding the next steps, including entering into a formal grant agreement with your local government.

Department staff are available to help you incorporate resiliency into your project design (if applicable) to address concerns related to nuisance flooding, storm surge, and future sea level rise. Please reach out to Jillian Seagraves at jillian.seagraves@maryland.gov if you would like to discuss ideas and solutions to extend the life of your project design.

If you have any questions regarding your grant, please contact Matt Negley at 443-433-6284 or via email at matt.negley@maryland.gov. On behalf of the Department, thank you for your support that makes these grants and funded projects possible.

Sincerely,

Carla Fleming

Carla Fleming, Director
Waterway Improvement (Fund) Boating Program

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
WATERWAY IMPROVEMENT FUND GRANT AGREEMENT

GRANT #: LG-2312i-26

THIS GRANT AGREEMENT, entered into this ____ day of _____, 20____,
by and between

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
580 Taylor Ave., Annapolis, MD 21401
hereinafter ("Department")

and

WORCESTER COUNTY GOVERNMENT
One West Market Street, Room 1103, Snow Hill, MD 21863
hereinafter ("Grantee")
Federal ID # 52-6001064

WHEREAS, funding has been appropriated by the General Assembly to the Waterway Improvement Fund to be disbursed as grants for the purpose of assisting in waterway improvements by expanding and enhancing access to public boating opportunities and improving boating safety pursuant to MD.CODE ANN., Natural Resources II, §8-707 et seq., (2012 Replacement Volume as amended) ("the Fund"); and

WHEREAS, the purpose of these grants is to assist jurisdictions by providing project grant funds; and

WHEREAS, the Grantee has applied to the Department for grant assistance funding for **George Island Landing Boating Facility Improvements**; and

WHEREAS, the Department has determined such grant assistance shall be provided to Grantee if Grantee agrees to the provisions contained herein.

NOW, THEREFORE, in consideration for the receipt of a Grant for the Fiscal Year 2026, in the amount of **Two Hundred and Fifty Thousand dollars and Zero cents (\$250,000.00)**.

The Grantee agrees to the following provisions:

1. **Term:** This Grant Agreement shall become effective on **July 1, 2025** and shall expire on **June 30, 2032**.

2. **Scope:** The Grantee is responsible for supervision of and the technical accuracy and coordination of all work pursuant to this Grant Agreement as set forth in the attached Scope of Work. Attachment # A is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.
3. **Key Personnel:** The parties agree that the following named individuals are considered to be essential to the work being performed under this Grant Agreement, and that they are designated as Key Personnel who shall be made available to the fullest extent required to carry out the work under this Grant Agreement:

Jacob Stephens, Deputy Director
Phone: 410-632-2144, Email: jstephens@co.worcester.md.us

The parties designate the following named individuals as Grant Agreement Representatives for the purpose of any notices required under this Grant Agreement. The parties agree that each will promptly notify the other, in case of substitution of a Grant Agreement Representative, or change in the Representative's contact information.

Matt Negley, Regional Administrator
Phone: 443-433-6284, Email: matt.negley@maryland.gov

Jacob Stephens, Deputy Director
Phone: 410-632-2144, Email: jstephens@co.worcester.md.us

4. **Payment:** The Grantee shall submit a reimbursement request to the Department on generally a quarterly basis, for expenses authorized for the work under this Grant Agreement on the attached Request for Reimbursement form, in accordance with the payment schedule in the attached Scope of Work. The request will include invoices and a copy of paid canceled check(s) or certification that payment has been made for reimbursement of the State's share of the project. Attachment # B is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.

Reimbursement shall be due and payable within 30 days of receipt by the Department. The grantee agrees that no claim or charges for damages shall be made by it for any delays or hindrances from any cause during the term of this Grant Agreement. Under no circumstances is the Department responsible for payment of any charges due to late payment of invoices.

5. **Deliverables:** The Grantee shall submit generally quarterly status/progress reports to the Department at the same time as the billing submissions required under paragraph 4 above. All deliverables will be submitted directly to the Department Contact, **Matt Negley**. Final deliverable work products, including the Final Reports, any geographic or mapping related efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted to the Department Contact.

6. **Project Management:** The design, construction, and management of the project will be by or under the supervision of the Grantee in accordance with the latest edition of the Waterway Improvement Fund Grants Manual incorporated by reference into this Grant

Agreement. Plans and specifications, including all contract documents and any subsequent changes, must be completed by a Maryland Registered Professional Engineer unless approved otherwise in advance by the Department Contact. All plans, specifications and proposed changes must be submitted for review and approval by the Department Contact. All necessary Federal, State and local permits and approvals must be secured by Grantee prior to start of construction.

7. **Request for Bids:** The Grantee shall publicly advertise the project for bids or use another procurement method approved in advance by the Department Contact. Proposals will be received and compiled by the Grantee. The Department reserves the right to have a representative present at the bid opening.

a. Project contracts with a value of \$250,000 or more which the State provides 25% or more of the funding shall be advertised as prevailing wage contracts (COMAR 21.11.11).

b. The Grantee will prepare a tabulation of bids and/or other method of procurement and submit the same for approval to the Department with comments and recommendations prior to the award of any contract.

8. **Publication:** The Grantee shall post signs about the project, in a prominent location, identifying the project as a “Public Facility” and shall place a permanent sign, approved by the Department, acknowledging funding by the Waterway Improvement Fund. All press releases and grant related events shall be coordinated with DNR, Center for Waterway Improvement and Infrastructure.

9. **Fee Approval:** The Grantee shall obtain prior approval from the Department for any fees or modifications to existing fees charged for the use of the funded facility. All Maryland registered boaters shall have equal access to State funded boating facilities. Any requests for exceptions to this policy must be submitted in writing. The Department reserves the right to deny such requests.

10. **Facility Access:** Any facility funded in whole or in part with Waterway Improvement Fund Grants must remain accessible and open for use by the general boating public. The Department shall approve changes in use of a funded facility before it is removed from public access and use, such as through sale, donation or commercial use of the facility. If the change in use is approved by the Department, the Grantee must replace the public access location with a facility open to the general boating public with equal value at the nearest approved location at no cost to the Department. The Grantee may be required to repay the Department for the current value of the funded facility in proportion to the total cost contribution originally paid by the State. The Department may require two independent appraisals to determine the amount to be reimbursed to the Waterway Improvement Fund.

11. **Maintenance and Repair:** Unless previously approved by the Department, the Grantee agrees to operate and maintain the proposed project. Future maintenance funds are not guaranteed by the Department. The Grantee agrees that it shall if necessary, unless previously approved by the Department:

- a. Provide without cost to the State of Maryland, all necessary lands, easements, rights-of-way, and dredge disposal site(s) required for the project;
- b. Hold and save the State of Maryland free from damages that may result from the construction of the project;
- c. Accomplish, without cost to the State of Maryland, alterations and relocations as required in sewer, water supply, drainage and other utility facilities and
- d. Shall assure that the facility shall be designed and constructed for persons with disabilities pursuant to the Annotated Code of Maryland and the Americans with Disability Act (ADA).

12. **Compliance with Applicable Law:** The Grantee hereby represents and warrants that:

- a. The Grantee is qualified to do business in the State of Maryland and that they will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. The Grantee is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that they shall not become so in arrears during the term of this Grant;
- c. The Grantee shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant; and
- d. The Grantee shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.

13. **Unused Funds:** The Department reserves the right to revert any unexpended or unencumbered balance from this grant not used during the project period specified in the scope of work. Grant projects four years or older are subject to immediate reversion by the Department.

14. **Subject to Audit:** The Department retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of 3 years after the conclusion of the Grant. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Should the Department determine that Grant funds have been expended for activities outside of the Scope of this Grant Agreement; the Grantee shall reimburse the Department for funds so identified.

15. **Default:** Default is Grantee's breach of any of the applicable covenants, agreements, or certifications contained in this Grant Agreement.

16. **Remedies Upon Default:**

a. Upon the occurrence of any default, the Department may require the defaulting party to:

- (i) repay the Grant, in whole or in part;
- (ii) recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee;
- (iii) withhold further payments under this Grant Agreement; or
- (iv) terminate this Grant Agreement.

b. In addition to the rights and remedies obtained in this Grant Agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Grant Agreement.

17. Termination:

a. The Department may terminate this Grant Agreement for any reason in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Grant Agreement that the Grantee has incurred up to the date of termination and all reasonable costs associated with termination of the Grant Agreement. However, the Grantee shall not be reimbursed for any anticipatory profits or other costs that have not been earned up to the date of termination.

b. The Parties may mutually agree to terminate this Grant Agreement without cause. Termination of the Grant Agreement will not release the party(ies) from any prior commitments, obligations, or transactions, occurring prior to the effective date of termination or any non-cancellable obligations that may extend beyond the termination dates.

18. Disposition of Property: The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in the real or personal property acquired by Grantee with Grant funds except as provided in #10 and as approved by the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least sixty (60) calendar days before any proposed transfer or disposition. If the Department permits transfer or disposition, Grantee may be required to repay the State that percentage of the proceeds allocable to the Grant that was used to acquire the property as determined by the Department in its sole discretion.

19. Appropriations: If the Federal and/or State government fails to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Grant Agreement, this Grant Agreement must be canceled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. The Grantee may not recover anticipatory profits or costs incurred after termination.

20. **Insurance.** For any item of real or personal property acquired by Grantee with Grant funds that has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item, obtain and maintain all risk or fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item, or in amounts as may be commercially reasonable under the circumstances from time to time. Each such policy shall:

- a. name the State as an additional loss payee thereunder;
- b. by its terms, be considered primary and non-contributory with respect to any other insurance (if any) provided by the State;
- c. by its terms, be cancelable only on at least thirty (30) days prior written notice to the Grantee; and
- d. be issued by a reputable insurer authorized to issue such policy in Maryland.

The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph may be applied as the Department, in its sole discretion, shall determine, toward replacement of the real or personal property or toward the partial or total repayment of the Grant to the State. Provided the Grantee has adequate financial resources, as determined in the sole discretion of the Department, the Grantee may self-insure the property.

21. **Indemnification.** The Grantee shall be responsible for, and shall defend, indemnify, and hold harmless the State of Maryland, its officers, agents, and employees, whether or not the State be deemed contributory negligent, from all suits, actions, liability, or claim of liability (including reasonable attorney's fees) arising out of:

- a. Grantee's involvement in the Project, including its construction;
- b. Grantee's use, occupancy, conduct, operation, or management of the Project;
- c. any negligent, intentionally tortuous, or other act or omission of the Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project; and
- d. any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of Grantees involvement in the Project or any of the Grantees activities in connection therewith.

22. **Nondiscrimination and Equal Employment Opportunity:** The Grantee agrees:

- a. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment;
- b. To include a provision similar to that contained in subsection (a), above, in any contract under this Grant except a contract for standard commercial supplies or raw materials; and
- c. To post and to cause contractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- d. Not to discriminate against any person on the basis of race, color, creed or national origin, in the use of any property or facility acquired or developed pursuant to this Grant Agreement.

23. **Drug and Alcohol Free Workplace:** The Grantee shall comply with the State of Maryland's policy concerning a drug and alcohol free workplace, as set forth in the Governor's Executive Order 01.01.1989.18 and COMAR 21.11.08 and the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98, Subpart F.I. as amended.

24. **Amendment:** This Grant Agreement may be amended only in a writing executed by the parties.

25. **Assignment:** The Grantee may not assign this Grant Agreement without the prior written approval of the Department. When so approved, this Grant Agreement shall bind the Grantee's successors and assigns.

26. **Entire Agreement:** This Grant Agreement, including the Attachment(s), represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Grant Agreement, shall be deemed to exist or to bind the parties at the time of execution.

27. **Maryland Law:** The laws of Maryland shall govern the interpretation and enforcement of this Grant Agreement.

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by causing the same to be signed on the day and year first above written.

Signatory for the Grantee:

Worcester County

GRANTEE WITNESS

Grantee Authorized Signature Name
Name:
Date:

State of Maryland
Department of Natural Resources

DEPARTMENT WITNESS

Eric Luedtke, Unit Director
Engineering and Construction
Date:

Approved as to form and legal sufficiency
March 2022
Office of the Attorney General, Department of Natural Resources

ATTACHMENT A

GRANT #: LG-2312i-26

SCOPE OF WORK

PROJECT TITLE: George Island Landing Boating Facility Improvements

DESCRIPTION: This project is for George Island Landing to replace the boat ramp, improve rip rap and any other needed improvements. The current facility is in need of serious repair beyond normal general maintenance.

Examples of final deliverables for the project include photographs, as-builts, post dredge survey (if applicable), final reimbursement, etc. The final reimbursement with appropriate back-up documentation shall be submitted to DNR no later than thirty days after the end date of the grant period.

To assure that projects are on task to meet milestone target dates, generally reimbursement requests and status reports will be submitted to the Department Contact in accordance with the WIF Grantee Checklist and WIF Reimbursement Form located on DNR's Waterway Improvement website (<https://dnr.maryland.gov/boating/pages/grants.aspx>). The Grantee Checklist does not apply to MFFR grants.

TO: Weston S. Young, Chief Administrative Officer
County Commissioners

FROM: Kim Reynolds, Budget Officer *Kimberly Reynolds*

DATE: November 10, 2025

RE: FY26 Request to Advertise Public Hearing for the FY26 Budget Amendment

In July 2025, the Secretary of the Maryland Department of Health approved an amendment to Worcester County's FY26 Local Core Funding Match Requirement. The Local Core Match was adopted in Worcester County's FY26 budget in the amount of \$11,254,986 and has been reduced to \$6,220,843. A budget amendment is proposed for the FY26 operating budget to reduce the Health Department Core funding by \$5,034,143. In conjunction with the decrease in Local CORE funding to the Health Department, the one-time Transfer in of Funds which was designated cover the CORE funding should also be decreased by \$1,888,490 since it is no longer needed.

Administration has identified several projects and over expenditures listed below for consideration in the budget amendment process. The total cost of these projects, along with associated encumbrance expenses, have been outlined below. To fund the remaining expenditures, totaling \$7,073,310, it is proposed that the County's Fund Balance be utilized.

- \$19,255 Other General Government – WCPN Skyline approved over-expenditure
- \$274,828 SDAT – Reconciling errors from prior 2 fiscal years corrections
- \$30,000 Other General Government – PIA offshore wind requests to State agencies
- \$95,000 Sheriff Dept – Forensic Camera Imaging System & Pneumatic Breach Tool
- \$20,000 Sheriff Department – Computer Voice Stress Analysis Machine
- \$49,635 Jail – HVAC replacement approved over-expenditure
- \$15,442 Roads – Contractual services approved over-expenditure
- \$39,000 Public Works – PFAS Consulting services approved over-expenditure
- \$100,000 Tourism – Offshore wind advertising approved over-expenditure.
- 101,200 Tourism - Supplemental Advertising funds requested
- \$2,000,000 Other General Government – Erroneous Conviction Future Settlements
- \$7,073,310 Encumbrance expenditures not covered by grant revenue

Requesting approval to advertise holding a Public Hearing on December 2, 2025, to amend the FY26 operating budget.

Attachments: Approved FY26 over expenditures (pages 3-13)
Erroneous Convictions Information (pages 14-20)
Approved encumbrances (pages 21-22)

**Notice of Public Hearing
Worcester County
FY 2026 Requested Operating Budget Amendment**

The Worcester County Commissioners will conduct a public hearing to receive comments on the proposed FY 2026 General Fund Operating Budget Amendment on:

Tuesday, December 2, 2025, at 10:30 a.m.
in the County Commissioners' Meeting Room
Room 1101 Government Center, One West Market Street
Snow Hill, Maryland 21863

The proposed budget amendment is in response to a reduction in the FY26 Local Core Funding Match requirement by the Maryland Department of Health, as well as the inclusion of encumbrances, previously approved over expenditures, and additional operating expenses.

Copies of the detailed budget are available in the County Commissioners' Office, Room 1103 of the County Government Center in Snow Hill or online at www.co.worcester.md.us.

**WORCESTER COUNTY
2026 REQUESTED OPERATING BUDGET AMENDMENT**

Increase in the following expense line items:

• 100.1090.020.6130.020	Equipment Annual Contract WCPN	\$ 19,255
• 100.1090.070.7120.130	SDAT-prior 2 years reconciling errors	\$ 274,828
• 100.1090.070.7500	Other Expenses PIA Offshore Wind	\$ 30,000
• 100.1101.030.6110.190	Forensic Camer & Breach Tool	\$ 95,000
• 100.1101.030.6110.290	Computer Voice Analysis Machine	\$ 20,000
• 100.1103.9010.060	Capital Equipment Other HVAC	\$ 49,635
• 100.1202.6600.025	Contractual Services	\$ 15,442
• 100.1203.6530.070	Consulting Services - PFAS	\$ 39,000
• 100.1803.200.6170.090	Offshore Wind Advertising	\$ 100,000
• 100.1803.200.6900.052	Tourism Advertising -Supplemental	\$ 101,200
• 100.1985.8010.025	Interfund – Erroneous Convictions	\$2,000,000
• Various expense accounts	Total Encumbrances approved	\$8,621,698

Increase in the following revenue line items:

• 100.5511	Casino/VLT Fund to cover encumbrances	\$ 622,182
• Various revenue accounts	Grant revenue to cover encumbrances	\$ 524,913

Decrease the following expense line items:

• 100.1301.200.7130.020 CORE	Funding Matching Appropriation	\$5,034,143
• 100.1803.200.6160.150	Tourism Advertising State Grant	\$ 101,200

Decrease the following expenditure line items:

• 100.1803.200.6160.150	Tourism Advertising State Grant	\$ 101,200
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Decrease the following revenue line items:

• 100.1001.5510	Transfer of Funds (no longer need to transfer additional funds due to CORE Funding waiver)	\$1,888,490
• 100.1803.200.5705	State Grant Tourism	\$ 101,200
• 100.1985	Surplus designated for encumbrances	\$7,073,310



MEMORANDUM

TO: Theodore J Elder
County President, ~~Dorchester~~ ^{EK} Worcester County

FROM: Meena Seshamani, MD, PhD 
Secretary

DATE: July 22, 2025

RE: Worcester County Health Department SFY 2026 CORE Funding Agreement

I have received your letter requesting a reduction of \$5,034,143 in your FY 2026 Local Match Requirement of \$11,254,986 to \$6,220,843. The Maryland Department of Health recognizes that Worcester County is extremely thankful for the support of CORE funding; however, they find themselves in financial hardship due to the significant increase in expected local match from the previous year.

Your request for a reduction in the FY 2026 Local Match Requirement for Worcester County from \$11,254,986 to \$6,220,843 is approved.

As always, please do not hesitate to reach out with any questions.

cc: Elizabeth Kromm, PhD, MSc
David Davis
Rebecca L. Jones RN, BSN, MSN

APPROVED

WSY 09/02/25

To: Weston Young, Chief Administrative Officer

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

Re: Over Expenditure/Emergency Services

Date: August 27, 2025

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

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

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

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

Annual Hardware Charges FY25
\$36,377,00

Annual Hardware Charges FY26
\$68,892.00

Totals
FY25 **\$109,472.72**

Totals
FY26 **\$171,254.76**

INVOICE**September 8, 2025**

TO: Phil Thompson, Finance Officer
 Worcester County Finance Office
 1 W. Market Street, Room 1105
 Snow Hill, Maryland 21863

FROM: Aubrey Bascombe, CFO 
 State Department of Assessments and Taxation
 Finance and Administration
 700 E. Pratt Street, Suite 2700
 Baltimore, Maryland 21202

RE: **Local County Cost Sharing – Worcester County – FY 2026**

Pursuant to Chapter 604 of the Laws of the State of Maryland (Budget Reconciliation and Financing Act of 2025), the local county will reimburse the State of Maryland for 90% of the costs of administering certain programs in the State Department of Assessments and Taxation. This invoice will be sent only once and payments should be submitted according to the payment schedule. The local county will remit a quarterly payment for 25% of the jurisdiction share of the costs for the following programs on the dates as noted below:

PROGRAM COSTS FOR WORCHESTER COUNTY

*Real Property Valuation	\$ 1,125,954
*Office of Information Technology	\$ 85,098
**Business Personal Property Valuation	\$ 43,921
***Adjustment	\$ 19,570
Prior Years Adjustment (billing error)	\$ 265,858
NET COST (rounded)	<u>\$ 1,540,401</u>

REMIT PAYMENT SCHEDULE:

July 1, 2025	\$ 385,100
October 1, 2025	\$ 385,100
January 1, 2026	\$ 385,100
April 1, 2026	\$ 385,100

ACH/EFT is the preferred method of payment. Alternatively, please make payment payable to the State Department of Assessments and Taxation. The payment should be sent to the attention of: Monica Gaines, Director of Accounting, State Department of Assessments & Taxation, 700 E. Pratt Street, Suite 2700, Baltimore, Maryland 21202. If you have any questions, please feel free to contact me at 410-767-3308.

*Cost allocation based on total number of Real Property accounts in each county.

**Cost allocation based on assessable base in each county that collects business personal property taxes.

***Adjusted for year-end balance from FY 2025.

Worcester County Sheriff's Office **ITEM 8**

Matthew Crisafulli
Sheriff



Nathaniel Passwaters
Chief Deputy

August 28, 2025

To: Worcester County Commissioners

From: Sheriff Matthew Crisafulli

RE: FY26 Budget Amendment Request

We respectfully request your consideration for the purchase of the items noted below:

Forensic Camera Imaging System (CrimeLite Auto) with Accessories and Training – \$55,000:

This is an advanced, portable forensic camera system that utilizes ultraviolet, visible, and infrared lighting to detect trace biological evidence (such as semen, saliva, blood, bruising) that may not be visible to the naked eye. The system is designed for use at initial crime scenes, during search warrant executions, and throughout follow-up investigations, supporting the timely and accurate collection of critical evidence.

Its application is particularly impactful in sensitive investigations, including cases of child maltreatment, domestic violence, and shootings. By enabling the immediate detection and documentation of forensic evidence, the system reduces the need for repeated forensic exams, minimizes trauma to victims, and contributes to stronger, more evidence-based prosecutions.

The equipment aligns with National Children's Alliance (NCA) standards and supports trauma-informed, evidence-based investigative practices. Upon acquisition, investigators and regional law enforcement partners will receive formal training to ensure the tool is used appropriately, with attention to proper evidence handling, legal compliance, and best practices.

This investment will significantly strengthen the multidisciplinary team (MDT) response led by the Sheriff's Office and the Worcester County Child Advocacy Center (CAC), improving investigative outcomes for child victims and enhancing coordination across partner agencies. Furthermore, with the upcoming hire of a Forensic Technician, this tool will be a vital asset in their role, maximizing their effectiveness and contribution to the investigative process.

*This item was initially included in our FY26 budget request but removed for postponement before final approval.

Pneumatic Breach Tool – \$40,000:

A pneumatic breaching tool is a tactical device used to forcibly open locked or barricaded doors, windows, or other entry points using compressed air or gas. It typically operates by delivering a powerful, controlled force, such as a ram or spreader, through pneumatic pressure, making entry quicker, safer and more efficient. Upon purchase and training, this tool will be made available to allied agencies as well.

Benefits to law enforcement include:

- **Speed of Entry:** Enables rapid forced entry during high-risk operations like hostage rescues or raids
- **Reduced Physical Strain:** Less manual effort and risk of injury compared to traditional battering rams
- **Precision:** Minimizes damage to surrounding structures
- **Stealth:** Quieter than explosive or shotgun breaching methods, allowing for tactical advantage
- **Safety:** Reduces exposure time to threats by speeding up breaching operations
- **Accessibility:** Allows for use on apartments, hotels, steel doors, porches and smaller areas where larger options aren't practical

*This item was initially included in our FY26 budget request but removed for postponement before final approval.

CVSA (Computer Voice Stress Analysis) Machines (2) – \$20,000:

Both of our CVSA machines are outdated (purchased 2012) and have not accepted updates in several years. One machine is functioning slowly, and one is not working at all.

CVSA machines are lie detection tools used by law enforcement and government agencies. They analyze voice patterns to detect stress-related changes that indicate deception during interviews or interrogations, focusing on micro-changes in the voice that are not detectable by the human ear. CVSA machines are a more cost-efficient and less invasive option than a polygraph, which requires physical attachments.

These machines are used for each law enforcement applicant as required by law, as well as for suspect interviews.

*This concern was brought to my attention just this week.

Thank you for your consideration. Please advise if more information is needed.

Respectfully submitted,



Matthew Caisafulli, Sheriff
Worcester County Sheriff's Office



Worcester County Government

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

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

MEMORANDUM

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

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

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

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

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

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



DALLAS BAKER JR., P.E.
 DIRECTOR

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

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

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

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

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

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

Please let me know if there are any questions.

Attachments

CC: Kim Reynolds
 Chris Clasing
 Kevin Lynch

APPROVED

WSY 08/19/25

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer

FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*

DATE: August 11, 2025

SUBJECT: Groundwater and Landfill Gas Monitoring and Reporting for
 Closed Landfill Facilities (Pocomoke, Berlin, and Snow Hill)

Public Works is requesting Commissioner review and approval of the attached proposal from EA Engineering, Science, and Technology Inc. PBC (EA) for Groundwater and Landfill Gas Monitoring and Reporting for Closed Landfill Facilities (Pocomoke, Berlin, and Snow Hill) for FY 26. The proposed lump sum for these services is \$148,700. A breakdown of the proposed monitoring and reporting tasks are shown below:

Tasks	Costs
Task 1 Fall 2025 groundwater sampling and reporting	\$59,500
Task 2 Fall 2025 landfill gas monitoring and reporting	\$14,850
Task 3 Spring 2026 groundwater sampling and reporting	\$59,500
Task 4 Spring 2026 landfill gas monitoring and reporting	\$14,850
Total	\$148,700

Funding is available in FY26 Public Works Administration accounts as follows:

- Tasks 1 & 3 Consulting Services Gas Monitoring/Remediation account
 100.1203.200.6530.070 (\$80,000)*
- Tasks 2 & 4 Consulting Services Groundwater Monitoring / Closed Landfill account
 100.1203.200.6530.065 (\$40,000)

*Public Works is requesting over expenditure approval in the amount of \$39,000 for account 100.1203.200.6530.070. Per MDE, the FY 26 groundwater monitoring requires PFAS testing which was not included in the budget at the time it was drafted. The total amount needed is \$119,000, but only \$80,000 is currently available.

MDE requires groundwater and landfill gas monitoring at the closed landfills as part of our Refuse Disposal Permit. If this project is not undertaken or fails to meet the established deadlines, the County may be subject to penalties and fines from the State for non-compliance with the new regulations. EA has served as the County's Solid Waste consultant since the mid 80's and is extensively familiar with our closed landfill facilities and permit requirements for groundwater and gas monitoring. Please let me know if there are any questions.

Attachment

CC: Chris Clasing, David Candy, Nick Rice



Worcester County Office of Tourism
104 West Market Street | Snow Hill MD 21863 | (410) 632-3110 | www.VisitMarylandsCoast.org

MEMORANDUM

October 20, 2025

To: Worcester County Commissioners; Weston Young, Chief Administrative Officer; Candace Savage, Deputy CAO

CC: Kim Reynolds, Budget Officer; Lynn Wright, Senior Budget Accountant

From: Melanie Pursel, Director-Worcester County Office of Tourism & Economic Development

Re: FY26 MTDB Marketing Grant Agreement & Request for Supplemental Funding

Worcester County Tourism has received its FY26 Marketing Grant award from the Maryland Tourism Development Board (MTDB). The grant amount is **\$94,800**, which reflects a decrease of \$78,596 from last year's award of \$173,396 and a decrease of \$101,200 from what was planned for FY26. As a result of this shortfall, I am requesting the following:

1. **Approval and signature of the FY26 MTDB Marketing Grant Agreement** (attached).
2. **Allocation of surplus county funds to cover the deficit**, to maintain our planned advertising expenditure for FY26.

As the official Destination Marketing Organization (DMO) for Worcester County, we receive annual marketing grant funds from the state to support advertising and promotional efforts. This grant is based on a formula that considers:

- The county's qualifying advertising expenditures.
- The performance of tourism-related tax revenues.
- The comparative levels of investment across other counties and DMOs in Maryland.

These funds are used exclusively for advertising efforts across digital, print, outdoor, online, television, and radio platforms—both in and out of market.

Grant Variability and Budget Impact:

Because the grant formula is performance-based and includes comparisons to other jurisdictions, the amount awarded can vary each year. Additionally, award notifications are not issued until July, after the county budget process concludes.

For FY26, although Worcester County increased its advertising investment in the prior year, our actual grant award came in **\$101,200 less than projected**, at **\$94,800**. As a result, our planned marketing activities will need to be reduced unless the funding gap can be addressed.

To maintain our originally planned level of advertising and marketing for FY26, I respectfully request:

1. **Approval and execution of the attached FY26 MTDB Grant Agreement.**
2. **Authorization to allocate county surplus funds** to make up for the shortfall in grant funding and preserve our full marketing strategy.

Maintaining our planned marketing investment is critical to sustaining tourism growth and revenue for Worcester County.

APPROVEDup to \$100k
WSY 07/15/25**MEMORANDUM**

TO: Worcester County Commissioners

CC: Weston Young CAO; Candace Savage, Deputy CAO

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

DATE: June 25, 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.

This campaign has taken a comprehensive and strategic approach — including the formation of a 501(c)(4) nonprofit, the hiring of a professional advocacy agency, and the launch of an integrated public awareness effort involving paid media, public relations (including collateral materials), website and social media development, and participation in high-profile regional conventions.

Funding for the campaign to date has been provided by OCDC, HMRA, private sector donations, and a generous allocation from the commissioners — which was matched dollar-for-dollar by the Town of Ocean City. These investments have been deployed conservatively, with maximum impact in mind.

Key messages of the campaign include:

- **Offshore wind is not the green, clean solution it's marketed to be.** Wind energy is inefficient, unreliable, and heavily dependent on fossil fuel backup systems.

- **It is the most expensive form of electricity generation.** The high costs of offshore wind will ultimately be passed on to Maryland ratepayers — in effect, a “wind tax.”
- **It poses significant environmental risks.** Turbine construction and operation interfere with marine mammal sonar, navigation, and communication. Whale deaths have spiked in areas with offshore wind activity. There are also serious concerns about disruption to horseshoe crab spawning and migratory marine life.
- **It endangers Maryland’s commercial and recreational fishing industries.** Turbine fields threaten vital habitats and access to traditional fishing grounds. The proposed use of the only two commercial fish houses in Ocean City for an Operations and Maintenance Facility would effectively dismantle the region’s working harbor and industrialize our oceanfront.
- **It threatens tourism and the unique character of Maryland’s Coast.** Ocean views, marine biodiversity, and iconic fishing tournaments like the White Marlin Open are all at risk.

We are currently engaged in a private-sector fundraising campaign, but to maintain campaign momentum through the fall — a critical period for public engagement and policy influence — we respectfully request additional financial support from the commissioners.

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.



Attachments

West's Annotated Code of Maryland

State Finance and Procurement

Division I. State Finance [Titles 1-10a] (Refs & Annos)

Title 10. Board of Public Works--Miscellaneous Provisions (Refs & Annos)

Subtitle 5. Payments (Refs & Annos)

MD Code, State Finance and Procurement, § 10-501

§ 10-501. Payment to individuals wrongly convicted, sentenced, or confined

Currentness

(a)(1) On receipt of an order by an administrative law judge granting a petition under subsection (b) of this section, subject to paragraph (5) of this subsection, the Board of Public Works shall compensate an individual erroneously convicted, sentenced, and confined under State law for a crime the individual did not commit in an amount equal to the product of the total number of days that the individual was wrongfully confined after the erroneous conviction multiplied by a daily rate of the State's most recent annual median household income as published in the American Community Survey of the U.S. Census Bureau in the year the order of eligibility is issued under subsection (b) of this section and divided by 365 days to the nearest whole cent.

(2) In addition to the compensation awarded under paragraph (1) of this subsection, the administrative law judge issuing an order under subsection (b) of this section may direct the appropriate State agency or service provider to provide to the individual free of charge any of the following benefits:

- (i) a State identification card and any other document necessary for the individual's health or welfare on the individual's release from confinement;
- (ii) housing accommodations for a period not exceeding 5 years after the date the order of eligibility is issued under subsection (b) of this section;
- (iii) education and training relevant to life skills, job and vocational training, or financial literacy for a period of time until the individual elects to no longer receive the education and training;
- (iv) health care and dental care for at least 5 years after the date the order of eligibility is issued under subsection (b) of this section;
- (v) access to enrollment at and payment of tuition and fees for attending a public senior higher education institution, a regional higher education center, or the Baltimore City Community College for a period of enrollment not exceeding 8 years; and
- (vi) reimbursement for court fines, fees, and restitution paid by the individual for the crime for which the individual was erroneously convicted, sentenced, and confined.

(3)(i) If an individual previously received a monetary award from a civil suit or entered into a settlement agreement with the State or a political subdivision of the State for an erroneous conviction, sentence, or confinement, the amount owed to the individual under this subsection shall be reduced by the amount of the monetary award or settlement that was paid to the individual less any amount paid for attorney's fees and costs for litigating the award or settlement.

(ii) 1. If, after receiving compensation under this subsection, an individual receives a monetary award from a civil suit or enters into a settlement agreement with the State or a political subdivision of the State for an erroneous conviction, sentence, or confinement, the individual shall reimburse the State the amount of money paid under this section less any amount paid for attorney's fees and costs for litigating the award or settlement.

2. Reimbursement required under subsubparagraph 1 of this subparagraph may not exceed the amount of the monetary award the individual received in the civil suit or settlement agreement.

3. The State may obtain a lien against the monetary award from a civil suit or settlement agreement to satisfy an obligation under subsubparagraph 1 of this subparagraph.

(4) If an individual eligible for compensation and benefits under this subsection is deceased, the individual's estate has standing to be compensated under this subsection.

(5)(i) Beginning in fiscal year 2026, the county government in the county in which the conviction of an individual occurred shall pay to the State 50% of the amount of compensation awarded to the individual under paragraph (1) of this subsection.

(ii) The payment shall be remitted annually to the Comptroller by June 30 equal to 100% of the county's share of costs for that fiscal year.

(iii) On October 1, December 1, March 1, and June 1 of each fiscal year, the Board of Public Works shall notify the Comptroller and each county of the county's share of each erroneous conviction award during the fiscal year.

(iv) The Comptroller may withhold a portion of a local income tax distribution of a county that fails to make timely payment in accordance with this section.

(b)(1) An administrative law judge shall issue an order that an individual is eligible for compensation and benefits from the State under subsection (a) of this section if:

(i) the individual has received from the Governor a full pardon stating that the individual's conviction has been shown conclusively to be in error; or

(ii) subject to paragraph (2) of this subsection, the administrative law judge finds that the individual has proven by clear and convincing evidence that:

1. the individual was convicted, sentenced, and subsequently confined for a felony or conspiracy to commit a felony;
2. the judgment of conviction for the felony or conspiracy to commit a felony was reversed or vacated and:

A. the order reversing or vacating the judgment of conviction did not allow for retrial;

B. the charges against the individual were dismissed; or

C. on retrial, the individual was found not guilty;

3. the individual did not commit the felony or conspiracy to commit a felony for which they were convicted, sentenced, and subsequently confined and was not an accessory or accomplice to the felony or conspiracy to commit a felony; and

4. subject to paragraph (2)(ii) of this subsection, the individual did not commit or suborn perjury, fabricate evidence, or by the individual's own conduct cause or bring about the conviction.

(2)(i) In determining the weight and admissibility of evidence presented by the parties, the administrative law judge may, in the interest of justice, give due consideration to the passage of time, death or unavailability of witnesses, the destruction of evidence, or any other factor.

(ii) For the purposes of paragraph (1)(ii)4 of this subsection, suborning perjury, fabricating evidence, or causing or bringing about a conviction does not include:

1. a confession or admission later determined to be false; or
2. a guilty plea.

(3) A request for an order of eligibility under this section shall be:

(i) filed with the Office of Administrative Hearings; and

(ii) captioned "In the Matter of the Wrongful Conviction of (Claimant)" or "(Claimant) v. Board of Public Works".

(4) The following shall be parties to a proceeding under this subsection:

(i) the State's Attorney of the county where the crime was committed, or the State's Attorney's designee; and

(ii) the State, represented by the Attorney General, or the Attorney General's designee.

(c)(1) Except as provided in paragraph (2) of this subsection, an individual may file a petition for an order under subsection (b) of this section not later than 2 years after the date on which:

(i) the Governor issued a pardon described under subsection (b)(1)(i) of this section; or

(ii) the criminal charges against the individual were dismissed, an order reversing or vacating the judgment of conviction and not allowing for retrial was issued, or the individual was found not guilty on retrial as described under subsection (b)(1)(ii) of this section.

(2) An individual convicted of a conspiracy to commit a felony who meets the requirements of this section and who was ineligible for compensation before July 1, 2024, may petition for an order under subsection (b) of this section not later than July 1, 2026.

(3) If an individual otherwise eligible for relief under this section is deceased, a personal representative or an executor of the individual's estate may file a petition for an order under subsection (b) of this section on the individual's behalf.

(4) A petition filed under this section shall be served on:

(i) the State's Attorney in the county in which the conviction occurred, or the State's Attorney's designee; and

(ii) the Attorney General, or the Attorney General's designee.

(5)(i) Subject to subparagraph (ii) of this paragraph, an individual may not receive compensation under this section for any period of confinement during which the individual was concurrently serving a sentence for a conviction of another offense for which the individual was lawfully convicted and confined.

(ii) The State shall notify the individual in writing at least 15 days before a hearing on a petition under this section of:

1. the State's intention to introduce evidence to reduce or prevent an award of compensation under this paragraph; and

2. the number of days that the State claims the individual was incarcerated but not concurrently serving a sentence for a conviction of another offense for which the individual was lawfully convicted and confined.

(6) The decision to grant or deny a petition under this section may be appealed by any party to the proceeding.

(d)(1) If an administrative law judge orders that an individual is eligible for compensation and benefits under this section, the order shall include:

- (i) the monetary award owed to the individual under subsection (a)(1) of this section;
- (ii) reasonable attorney's fees and expenses associated with the action brought under this section;
- (iii) benefits to be awarded under subsection (a)(2) of this section; and
- (iv) if the administrative law judge determines that it is in the interests of the individual, a recommendation for an expedited payment schedule.

(2) A copy of the order shall be delivered to:

- (i) the Board of Public Works to make the payments ordered under paragraph (1)(i) and (ii) of this subsection; and
- (ii) any State agency or service provider ordered to provide benefits under paragraph (1)(iii) of this subsection.

(e) The Board of Public Works shall pay the compensation ordered under subsection (d) of this section in:

- (1) one initial payment equal to the annual amount of the State's most recent median household income to be paid within 60 days after receiving the order; and
- (2)(i) after the initial payment under item (1) of this subsection, installments paid over a period not to exceed 6 fiscal years; or
- (ii) in accordance with an expedited payment schedule recommended under subsection (d)(1)(iv) of this section.

(f)(1) This section does not prohibit an individual from contracting for services to:

- (i) determine the individual's innocence;
- (ii) obtain a pardon;
- (iii) obtain the individual's release from confinement; or
- (iv) obtain compensation under this section.

(2)(i) A person providing services under paragraph (1)(iv) of this subsection may not charge, demand, receive, or collect payment other than that allowed under subsection (d)(1)(ii) of this section.

(ii) An obligation incurred in violation of this paragraph is void.

(g) On or before December 31, 2022, and annually thereafter, the Board of Public Works shall report to the General Assembly, in accordance with [§ 2-1257 of the State Government Article](#), on any compensation and services awarded under this section.

(h) The Office of Administrative Hearings, in consultation with the Board of Public Works, shall adopt regulations to govern the procedures and practices in all cases requesting compensation and benefits under this subtitle.

Credits

Added by [Acts 1999, c. 54, § 3, eff. Oct. 1, 1999](#). Amended by [Acts 2003, c. 256, § 1, eff. Oct. 1, 2003](#); [Acts 2017, c. 799, § 1, eff. Oct. 1, 2017](#); [Acts 2017, c. 800, § 1, eff. Oct. 1, 2017](#); [Acts 2021, c. 76, § 1, eff. July 1, 2021](#); [Acts 2021, c. 77, § 1, eff. July 1, 2021](#); [Acts 2024, c. 138, § 1, eff. July 1, 2024](#); [Acts 2024, c. 139, § 1, eff. July 1, 2024](#); [Acts 2025, c. 604, § 1, eff. June 1, 2025](#).

Editors' Notes

LEGISLATIVE NOTES

Revisor's Note (Acts 1999, c. 54):

Chapter 54, Acts of 1999, which enacted the Correctional Services Article, also enacted this section, which is new language derived without substantive change from former Art. 78A, § 16A.

Throughout this section, the term “individual” is substituted for the former term “person” because only a human being, and not the other types of entities included in the defined term “person”, can be falsely imprisoned. See [§ 1-101](#) of this article for the definition of “person”.

In subsections (a) and (c) of this section, the former references to “discretion” are deleted as implicit in the word “may”. Correspondingly, in subsection (c) of this section, the former phrase “as it deems appropriate” is deleted.

In subsection (a) of this section, the former reference to confinement “pursuant to the sentence imposed for such crime” is deleted as implicit in the reference to “confinement”.

In subsection (b) of this section, the former reference to the Governor “of this State” is deleted as implicit in the reference to the “Governor”.

Also in subsection (b) of this section, the reference to a pardon “stating that the individual's conviction has been shown conclusively to be in error” is substituted for the former reference to a pardon “in which it is made known that the person so pardoned has been conclusively shown to have been convicted in error” for brevity.

In subsection (e) of this section, the former reference to “validly” contracting for services is deleted as implicit in the legal meaning of “contract[ing]”. Similarly, in subsection (e) of this section, the former phrase “where otherwise permitted by law” is deleted as surplusage.

Defined term: “Person” § 1-101

Notes of Decisions (1)

MD Code, State Finance and Procurement, § 10-501, MD STATE FIN & PROC § 10-501

Current through all legislation from the 2025 Regular Session of the General Assembly. Some statute sections may be more current, see credits for details.

End of Document

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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 8

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



Worcester County Office of Tourism

104 West Market Street | Snow Hill MD 21863 | (410) 632-3110 | www.VisitMarylandsCoast.org

MEMORANDUM

October 20, 2025

To: Weston Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer

CC: Worcester County Commissioners
Kim Reynolds, Budget Officer
Lynn Wright, Senior Budget Accountant

From: Melanie Pursel, Director
Worcester County Office of Tourism & Economic Development

Re: Maryland Tourism Development Board (MTDB) FY26 County Cooperative Marketing Grant

Attached is the FY26 MTDB Marketing Grant Agreement. Our award for FY 26 is \$94,800 which is a decrease of \$78, 596 over the previous fiscal year (\$173,396.00).

As the official Destination Marketing Organization, each year Worcester County Tourism receives a grant from the state for advertising and marketing. The grant is based on a formula that takes into consideration the level of county advertising expenditure and the performance of tourism tax revenues. We spend 100% of the grant on advertising in digital, print, outdoor, online, TV, and radio marketing and advertising, both in and out of the market.

The grant amount varies each year due to the state grant formulas. It is primarily dependent on the levels of advertising expenditure (Qualifying Expenditures) above the grant funds in each of the counties/DMOs in the state, as well as year over year increases in spending.

To access the grant funds, we are requesting an official signature on the attached grant agreement. Once the signature is executed, please return to the tourism office to be processed and sent to the state. This annual agreement is typically signed by the President of the Commissioners or any designated authority.

Kindly let me know if you have any questions.

Attachment

**MARYLAND DEPARTMENT OF COMMERCE
MARYLAND TOURISM DEVELOPMENT BOARD**

**FY 2026 DESTINATION MARKETING ORGANIZATION
GRANT AGREEMENT**

THIS GRANT AGREEMENT (“Agreement”) is made between the Department of Commerce (“Commerce” or the “Department”), a principal department of the State of Maryland (the “State”), acting through the Maryland Tourism Development Board (“MTDB”), an agency of the Department, Worcester County Commissioners (“Grantee”) whose Federal Identification Number is 52-6001064.

RECITALS

A. Grantee has requested grant assistance from MTDB in order to undertake activities consistent with Section 4-202 of the Economic Development Article of the Maryland Code, which establishes as MTDB’s mission: “To guide, stimulate, and promote the coordinated, efficient, and beneficial development of travel and tourism in the State so that the State can derive the economic, social, and cultural benefits of travel and tourism to the fullest extent possible.”

B. Consistent with Sections 4-212, 4-213 and 4-214 of the Economic Development Article of the Maryland Code, which require MTDB to: develop an annual marketing plan; encourage, assist, and coordinate the tourism activities of local and regional promotional organizations; and spend funds for the assistance and development of tourism and travel industries in the State, MTDB has developed a policy to financially support those political subdivisions that have presented viable marketing plans that are consistent with the State’s annual tourism marketing plan. Section 4-214 further provides that the MTDB “shall set policies for spending money on tourism advertising, written and graphic materials, cooperative and matching promotional programs, and other tourism and travel developmental and promotional activities for the State; spend money of the Fund to plan, advertise, promote, assist, and develop the tourism and travel industries in the State; and beginning in Fiscal Year 2011, provide grants of not less than \$2,500,000 in total each fiscal year to destination marketing organizations for the purpose of attracting visitors to the State.”

C. MTDB has approved the award of funding assistance to Grantee, to be expended by Grantee in accordance with this Agreement and the MTDB FY 2026 Destination Marketing Organization Grant Guidelines, attached hereto and incorporated herein as Exhibit A.

THEREFORE, IN CONSIDERATION of the foregoing and the mutual promises and covenants contained in this Agreement, MTDB and Grantee agree as follows:

1. Grant. MTDB agrees to provide Grantee with funds in an amount not to exceed Ninety-Four Thousand Eight Hundred Dollars (\$94,800) (the “Grant” or “Grant Funds”), subject to the availability of funds for such purpose.

a) Grant Formula: MTDB has awarded the Grants through a formula that utilizes a Base Grant of \$20,000, Grantee's Calendar Year (CY) 2024 Qualifying Expenditures, growth of those Qualifying Expenditures over CY 2023 and growth of FY 2024 county accommodation taxes of FY 2022, 2023 and 2024.

b) Grant Term: The Agreement is in effect from July 1, 2025, to June 30, 2026.

c) Grantees shall participate in the annual Tourism Economic Impact Report for the State of Maryland and Maryland's DMO's.

2. Purpose. Grantee may use the Grant only for the purposes and in the manner set forth in its FY 2026 Destination Marketing Organization Application Questionnaire, attached hereto and incorporated herein as Exhibit B. Grant funds are intended to supplement the Grantee's annual budget and shall not replace year-over-year budget reductions incurred by the Grantee.

3. Guidelines; Grantee Certifications.

a) Execution of this Agreement by Grantee shall bind Grantee to all terms and conditions set forth in Exhibit A.

b) As a material inducement to Grantor to make the Grant, Grantee hereby certifies and warrants to Grantor that (1) Grantee has all requisite power and authority to enter into this Agreement. The person whose signature is affixed to this Agreement on behalf of Grantee has been duly granted authority to sign this Agreement; (2) This Agreement has been executed and delivered by Grantee in such manner and form as to comply with all applicable laws and corporate requirements to make this Agreement the valid and legally binding act and agreement of Grantee; and (3) Grantee represents that Grantee is not in arrears with respect to the payment of any funds due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

4. Disbursement.

a) Costs will be reimbursed at a rate of either 100% or 50% as described in Exhibit B. Any expenditure not explicitly identified in these guidelines is ineligible for reimbursement. OTD shall have the right to review and reject any expenditure deemed in its sole discretion to be ineligible.

b) Grantee must submit all reimbursement requests no later than July 31, 2026. Disbursements of Grant Funds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable laws. The Department may, at any time, assess the State's fiscal position and the Department's financial resources and reduce the amount of undisbursed Grant funds. If Grantee is a nonprofit entity under Section 501(c)(3), (4) or (6) of the Internal Revenue Code, the Grant Funds may be applied toward indirect costs in accordance with

Section 2-208 of the State Finance and Procurement Article, Annotated Code of Maryland. Grantee shall report any Grant Funds applied to indirect costs in funding requests and financial reports submitted to Commerce.

5. Notices. All notices, requests, and consents made pursuant to this Agreement must be in writing or via email. Any communication is effective when mailed, first-class postage prepaid and/or emailed, as follows:

a) Submit completed Grant Agreement with Exhibits A, B, C (when applicable), W-9 Request for Taxpayer Identification Number and Certification (completed), and all other applicable correspondence, including but not limited to, advertising creative approval requests, reimbursement requests, invoices, qualifying expenditure reports, notices, and/or other required proof of performance via email to:

Ms. Marci Wolff Ross, Acting Managing Director, Offices of Tourism & Film
EMAIL: marci.ross@maryland.gov
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202
TEL: 443.498.3842

Peter Ayeni, Tourism Development Unit, Assistant Manager
EMAIL: peter.ayeni@maryland.gov
Maryland Office Of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202
TEL: 443.970.4928

b) Communications to Grantee (required):

Name
Title
Address
Phone
Email

c) Communications to Grantee (alternate):

Name
Title
Address
Phone
Email

6. Amendment. This Agreement may be amended only by a written instrument executed by both parties.

7. Maryland Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

8. Political Contributions.

a) Grantee shall not use any Grant Funds to make contributions: to any persons who hold, or are candidates for, elected office; to any political party, organization, or action committee; or in connection with any political campaign or referendum.

b) If in any fiscal year ending during the term of this Agreement Grantee derives more than 50% of its operating funds from State funding, it shall not contribute any money or thing of value: to any persons who hold, or are candidates for, elected office; to any political party, organization, or action committee; or in connection with any political campaign or referendum.

9. Entire Agreement; Counterparts; Signatures. This Agreement, together with the Exhibits incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution. This Agreement may be executed in any number of duplicate originals or counterparts, each of which such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

10. Termination Prior to Expiration of Term Period. The Department and/or the State reserves the right to terminate the Agreement by written notice to Grantee if (a) the purpose of the Agreement can no longer be fulfilled or met, (b) Grantee materially fails to perform its obligations under the Agreement or otherwise violates the terms of the Agreement and/or any exhibits attached thereto, or (c) it's in the best interest of the Department and/or the State to terminate. Unless such termination is due to Grantee's failure to perform its obligations or Grantee's violation of the Agreement, the Department shall disburse Grant Funds to cover the allowable expenses, as set forth in Exhibit B or elsewhere in this Agreement, incurred by Grantee prior to termination. In the event the termination is due to Grantee's failure to perform or Grantee's violation of the Agreement, the Department, at its sole discretion, may require Grantee to repay all or any portion of the disbursed Grant Funds. Nothing in this provision relieves the Grantee from liability for any and all damages caused by Grantee's failure to perform or Grantee's violation of this Agreement. To the extent allowed by applicable law, Grantee shall indemnify and hold harmless the Department for any damages, claims, costs, or expenses, including reasonable attorney's fees and court costs, due to Grantee's failure to perform and/or violations of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[SIGNATURES ON FOLLOWING PAGE]

WITNESS/ATTEST:

GRANTEE:

By: _____
(Signature)

By: _____
(Signature)

(Typed Name)

(Printed Name)

(Title)

WITNESS:

**MARYLAND TOURISM
DEVELOPMENT BOARD:**

(Signature)

By: _____
(Signature)

(Printed Name and Title)

(Printed Name and Title)

Date: _____

Approved for form and legal sufficiency by:

_____, Assistant Attorney General

Attachments: Exhibit A: FY 2026 DMO Grant Guidelines
Exhibit B: FY 2026 DMO Application Questionnaire
Exhibit C: Application Affidavit, if applicable

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



ITEM 10

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

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

November 6, 2025

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

Dear President Elder:

Each November, we review our Capital Improvement Program (CIP) with the Commissioners. We will review the proposed FY 2027 CIP with you on November 18, 2025. The FY 2027 CIP has been developed in accordance with the County Capital Improvement Plan and is in compliance with Maryland Interagency Commission for School Construction (IAC) regulations.

We will request the Commissioners' approval of the enclosed CIP as a planning document. Verification to the IAC that the County Commissioners have approved the proposed plan is required no later than November 30. The 2025–2026 Educational Facilities Master Plan provides additional information on our current and future facility needs and is available for viewing or download on our school system website at www.worcesterk12.org under Business & Operations, Facilities.

The proposed FY 2027 CIP is consistent with the Worcester County Ten-Year Capital Improvement Plan and incorporates all prior recommendations of the County Commissioners regarding our future school construction needs, as follows:

Planning / Funding Requests

- The FY 2027 CIP includes a continued Planning Request and a Design Funding Request for the Buckingham Elementary Replacement School project. The Feasibility Study, Educational Specifications, and Conceptual Planning phases are complete. We are awaiting final approval of Schematic Design and will be ready to proceed to Design Documents shortly thereafter.
- In September 2024 and October 2024, respectively, the Board of Education and County Commissioners approved the Buckingham Elementary Replacement School Workgroup's recommendation to construct the Buckingham Elementary Replacement School, followed by replacement or renovation of Berlin Intermediate School. This plan will provide Worcester County with \$48,901,000 in state funding for both projects.
- The CIP also includes a Planning Request and Design Funding Request for the Berlin Intermediate School Replacement or Renovation project, pending the results of the current Feasibility Study and Educational Specification for Berlin Intermediate School.

Administration
ANNETTE E. WALLACE, Ed.D.
Superintendent of Schools
C. DWAYNE ABT, Ed.D.
Chief Operations & Human Relations
Officer
MATTHEW J. RECORD, Ed.D.
Chief Safety & Academic Officer, Gr. 9-12
DENISE R. SHORTS
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ITEM 10

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

- The CIP also includes a Design Funding and Construction Funding Request for the Worcester Technical High School Roof Replacement project, which would be scheduled to begin, pending approvals, in July 2027.

Future Projects

- The FY 2027 CIP includes the renovation or replacement of Berlin Intermediate School and a future roof replacement project at Worcester Technical High School.

We believe our success in addressing school construction needs is due to the combined efforts of our Board of Education, County Commissioners, state legislators, and community members. Through your support and participation, we completed a roof replacement project at Pocomoke Elementary in August and secured state funding for the Buckingham Elementary Replacement School project and the Berlin Intermediate Replacement or Renovation Project. With the continued support of the County Commissioners, we will provide all Worcester County children with excellent educational facilities.

The Board of Education and I thank and commend you for your continued support of our school system. I look forward to meeting with you on November 18 to discuss the FY 2027 Capital Improvement Program.

Sincerely,

Annette E. Wallace
Superintendent of School

CC: Board of Education Members
Mr. Weston Young

WORCESTER COUNTY PUBLIC SCHOOLS



FY2027
CAPITAL IMPROVEMENT PROGRAM (CIP)

REVISED: November 18, 2025
September 17, 2025

**FY 2026 CAPITAL IMPROVEMENT PROGRAM
WORCESTER COUNTY PUBLIC SCHOOLS
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Worcester County FY 2027 Capital Improvement Program Summary

1. Funding Requests

The FY 2027 CIP includes:

1. A Construction Replacement request for Buckingham Elementary School Replacement project.
2. A Design Funding request for the Berlin Intermediate School Replacement or Renovation project.
3. A Roof Replacement project request at Worcester Technical High School.

2. Future Funding Requests

The FY 2027 CIP also identifies future projects, including:

- A roof replacement project at Stephen Decatur High School.
- A roof replacement project at Ocean City Elementary School.



STATE OF MARYLAND
FORM 102 (D) REQUEST FOR ADDITIONAL CONSTRUCTION FUNDING
APG PSCP CIP/ BTL Form 102

ITEM 10
LEA Entry
IAC Entry

Request for Planning, Design Services and/or Funding for Major School Construction Projects

Note: Funding request information is required in the Business Management System (BMS), but submission of this 102D form is optional.

PSC No.:	L23F007	Date of First Construction Funding Approval:	5/8/2025	FUNDING PROGRAM:	CIP/BTL	DATE PLANNING (LP) APPROVED:						
LEA:	Worcester			FY:	2027	DATE SUBMITTED:						
SCHOOL NAME:	Buckingham Elementary			PRIORITY #:	1	REVISED DATE:						
ADDRESS:	100 BUCKINGHAM ROAD, BERLIN, MD, 21811			PROJECT TYPE:	Replacement							
SCHOOL NUMBER:	23.0901	SRC:	551	GRADES:	Other	STATE COST SHARE %:	60%	LOCAL COST SHARE %:	40%			
CURRENT FUNDING REQUEST:	394,671	EXPECTED FIVE-YEAR PROGRAM FUNDING REQUESTS						TOTAL:				
TOTAL PRIOR STATE FUNDS:	\$7,866,332	FY2028	\$11,277,000	FY2029	\$6,217,997	FY2030		FY2031		FY2032		\$25,756,000

STATE OF MARYLAND FORM 102 (B) REQUEST FOR MAJOR CONSTRUCTION FUNDING											
PSC No.:	L23F012	FUNDING PROGRAM:	CIP/BTL	REQUEST TYPE: PROJECT DEVELOPMENT & DESIGN:	YES	LOCAL PLANNING (LP):					
LEA:	Worcester	CONSTRUCTION FUNDING:			NO	DATE PLANNING (LP) APPROVED:					
SCHOOL NAME:	Berlin Intermediate	FY:			2027	DATE SUBMITTED:					
ADDRESS:	309 FRANKLIN AVENUE, BERLIN, MD, 21811	PRIORITY #:			2	REVISED DATE:					
SCHOOL NUMBER:	23.0311	SRC:	849	GRADES:	Other	STATE COST SHARE %:	50%	LOCAL COST SHARE %:	50%		
PROJECT TYPE:	Replacement										
CURRENT FUNDING REQUEST	\$2,027,000	EXPECTED FIVE-YEAR PROGRAM FUNDING REQUESTS									TOTAL:
TOTAL PRIOR STATE FUNDS:		FY2028	\$160,000	FY2029	\$0	FY2030	\$10,559,000	FY2031	\$10,399,000	FY2032	\$23,145,000
1. SCOPE:											
a. Proposed LEA Scope:											
				Proposed Capacity	700						
Gross Square Footage:	New	94,220	Addition		Renovation		Demolition				
Cooperative-Use Space GSF:	New CUS		CUS Addition		CUS Renovation						
b. Eligible State Scope:											
				Eligible Enrollment	427						
Gross Square Footage:	New		Addition		Renovation		Demolition				
Cooperative-Use Space GSF:	New CUS		CUS Addition		CUS Renovation						
2. DESCRIPTION & JUSTIFICATION: (What you wish to accomplish with this project)											
Worcester County Public Schools (WCPS), Worcester County Commissioners, and the IAC completed a three-way Memorandum of Understanding (MOU) comprised of building Buckingham Elementary School (BES) and Berlin Intermediate School (BIS). In that MOU the Maximum State Allocation for BIS is \$23,145,000. WCPS is currently completing a Feasibility Study to determine whether renovation or full replacement of the existing BIS facility is the most viable option and to identify projected funding requirements.											
3. ENROLLMENT PROJECTIONS											
(Requested and Adjacent Schools)		YEAR	2024	2025	2026	2027	2028	2029	2030	2031	Difference
		SRC	Current Enrollment	FTE	FTE	FTE	FTE	FTE	FTE	FTE	SRC-FTE
Berlin Intermediate (L23F012)		849	615	606	593	579	594	614	568	615	234
Buckingham Elementary (L23F007)		551	519	532	544	556	596	608	625	626	-75
Ocean City Elementary (L23F006)		777	548	571	575	608	611	626	647	649	128
Showell Elementary (L23F001)		850	624	624	648	664	675	698	721	715	135
											0
											0
											0
TOTAL:		3,027	2,306	2,333	2,360	2,407	2,476	2,546	2,561	2,605	422
Case Number:		Note: Raw Eligible Enrollment based on SRC and 7-year FTE. To determine the Raw Eligible Enrollment for a new school, enter the SRC and 7 year enrollments for the Adjacent School(s) above.									427
*Eligible Enrollment. If the sum of available seats in all adjacent schools shown in the table above is less than 15% of the project school's enrollment (Year 7 FTE), the adjacent schools are excluded from the calculation of eligible enrollment for state funding award.											427
4. BUDGET:											
LEA is to complete this section of the form (grey) with the estimated project budget. The percentage column will populate with the applicable percentages and will highlight if amounts are greater than the State eligible percentages.				This section of the form calculates the estimated Maximum State Award from the eligible enrollment and eligible gross square footage on the Computation Supplement				Estimated Local Funds required given Project Budget and Estimated Maximum State Award			

	LEA Total Estimated Project Budget	Percentag e		Estimated Maximum State Award	Percentage	Estimated Local Funds
Design	\$ 8,471,000	12.50%	Design	\$ 2,132,000	10%	\$ 6,339,000
Building	\$ 55,693,000		Building	\$ 20,305,000		\$ 35,388,000
Site Development	\$ 12,078,000	21.69%	Site Development	\$ 1,015,000	19%	\$ 11,063,000
Furniture, Fixtures, and Equipment	\$ 2,017,000	3.62%	Furniture, Fixtures, and Equipment	\$ 1,015,000	5%	\$ 1,002,000
Other	\$ 1,816,000		Other	\$ -		\$ 1,816,000
Total	\$ 80,075,000		Total	\$ 24,467,000		\$ 55,608,000



**STATE OF MARYLAND
FORM 102(C) REQUEST FOR SYSTEMIC PROJECT FUNDING**

LEA Entry

PSC No.: L23F015		Note: Data should be entered into the fields highlighted in gray.																					
LEA: Worcester		FUNDING PROGRAM: CIP/BTL				Request Type: Renovation																	
SCHOOL NAME: Worcester Technical High School		FY: 2027				Date Submitted: 																	
ADDRESS: 6290 Worcester Highway, Newark, MD, 21841		PRIORITY #: 3				Revised Date: 																	
PROJECT TYPE (Primary System/PS):		ROOF: X		HVAC: 		STRUCTURAL: 		OTHER FACILITY RENEWAL: 		WINDOWS/DOORS: 													
		Electrical Upgrade						COST SHARE %:		STATE 50% LOCAL 50%													
		ASSET TAG NUMBER OF PS (IF APPLICABLE): 				YEAR PS ENTERED SERVICE: 																	
SCHOOL NUMBER 23.0405		GRADES 9-12		SRC 778																			
CURRENT FUNDING REQUEST: \$3,127,828		EXPECTED FIVE-YEAR PROGRAM FUNDING REQUESTS										TOTAL:											
TOTAL PRIOR STATE FUNDS: \$0		FY2028		\$2,378,000		FY2029		\$0		FY2030		\$0		FY2031		\$0		FY2032		\$0		\$5,505,828	

2. Indicate the date the building component was last replaced with State funds:	2000
3. Describe all preventive maintenance activities that have occurred to keep the system operational (i.e., work orders, etc.):	From FY23–FY25, the WCPS Maintenance Department addressed 38 roof-related work orders at Worcester Technical High School. WCPS also contracted with the Garland/DBS Leak Response and Repair Program to conduct roof inspections, perform preventive maintenance, and complete leak repairs. These actions were taken regularly to keep the roof system operational.

4. Detailed Scope: Describe what you wish to accomplish with this project, with measurements:

This project will replace the existing shingle roof system at Worcester Technical High School, which has reached the end of its serviceable life after repeated leak repairs and documented condition ratings of 1.5–2.5 out of 4 during annual inspections.

The work will include removal of all existing shingles, installation of new insulation and high-temperature underlayment, and construction of a new standing seam metal roof system across all roof sections (approx. 58,000–65,000 sq. ft. based on EagleView measurements). The scope also includes:

- Installation of new gutters and downspouts throughout.
- Snow retention systems at all required slopes.
- Metal coping, edge, and fascia systems meeting ANSI-SPRI ES-1 standards.
- All insulation installed to meet or exceed the State of Maryland R-30 requirement.
- Factory Mutual–approved systems and components.

Upon completion, the new system will carry a 30-year warranty, providing long-term protection and significantly reducing ongoing leak response and repair costs.

5. Alternative Solution: What else can be done to correct the problem?

Temporary measures such as patching, resealing penetrations, and applying coatings could continue to be used; however, these efforts have already been implemented repeatedly and have failed to stop ongoing leaks. Partial replacement of select roof sections is also an option, but given the age of the system (installed in 2000) and inspection ratings as low as 1.5 out of 4, this approach would only delay a full replacement at significant additional cost.

The only effective long-term solution is complete roof replacement. This will correct systemic failures across all roof sections, eliminate recurring leaks, and provide a warranted system that reduces future maintenance costs and protects the building for decades.

6. What caused this problem (normal wear and tear, poor contractor performance, poor materials, improper maintenance)?

The roof at Worcester Technical High School has reached the end of its serviceable life due to normal wear and tear. Installed in 2000, the shingle system will be 26 years old by the start of the replacement project in Summer 2026. Despite routine preventive maintenance and multiple repairs, the age of the system has led to deterioration and recurring leaks, making full replacement necessary.

7. What are the consequences if this project is not approved? Check all that apply:										
	☒	1. Failure of system is likely to cause shutdown of facility for purposes of delivering educational programs and services.								
	☐	2. System is currently adversely affecting the delivery of educational programs & services.								
	☐	3. System is currently causing serious threats to life, safety, or health of facility occupants.								
	☐	4. System is currently causing violations of building or other official codes.								
	☐	5. System is currently causing or will imminently cause damage to other building systems.								
	☒	6. Replacement/installation will increase the remaining useful lifespan (RUL) of other building systems in the facility, thereby extending the RUL of the facility.								

8. ENROLLMENT PROJECTIONS (Requested)	Year→	2024	2025	2026	2027	2028	2029	2030	2031	Difference
	SRC	Current Enrollment	FTE	FTE	FTE	FTE	FTE	FTE	FTE	SRC-FTE
Requested School:	778	597	606	620	597	585	584	589	604	174

9. BUDGET: LEA is to complete this section of the form (grey) with the estimated project budget. The percentage column will populate with the applicable percentages and will highlight if amounts are greater than the State eligible percentages. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: right;">LEA Total Estimated Project Budget</th> <th style="width: 20%; text-align: center;">Percentage</th> </tr> </thead> <tbody> <tr> <td>Design</td> <td style="text-align: right;">\$ 398,000</td> <td style="text-align: center;">-</td> </tr> <tr> <td>Building</td> <td style="text-align: right;">\$ -</td> <td style="text-align: center;">-</td> </tr> <tr> <td>Site Development</td> <td style="text-align: right;">\$ -</td> <td style="text-align: center;">-</td> </tr> <tr> <td>Furniture, Fixtures, and Equipment</td> <td style="text-align: right;">\$ -</td> <td style="text-align: center;">-</td> </tr> <tr> <td>Other</td> <td style="text-align: right;">\$ 10,585,828</td> <td style="text-align: center;">-</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$ 10,983,828</td> <td></td> </tr> </tbody> </table>		LEA Total Estimated Project Budget	Percentage	Design	\$ 398,000	-	Building	\$ -	-	Site Development	\$ -	-	Furniture, Fixtures, and Equipment	\$ -	-	Other	\$ 10,585,828	-	Total	\$ 10,983,828		This section of the form calculates the estimated Maximum State Award from the project budget and the applicable State cost share. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 20%; text-align: right;">Estimated Maximum State Award</th> <th style="width: 20%; text-align: center;">Percentage</th> </tr> </thead> <tbody> <tr> <td>Design</td> <td style="text-align: right;">\$ -</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>Building</td> <td style="text-align: right;">\$ -</td> <td style="text-align: center;">-</td> </tr> <tr> <td>Site Development</td> <td style="text-align: right;">\$ -</td> <td style="text-align: center;">19%</td> </tr> <tr> <td>Furniture, Fixtures, and Equipment</td> <td style="text-align: right;">\$ -</td> <td style="text-align: center;">5%</td> </tr> <tr> <td>Other</td> <td style="text-align: right;">\$ -</td> <td style="text-align: center;">-</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$ -</td> <td></td> </tr> </tbody> </table>		Estimated Maximum State Award	Percentage	Design	\$ -	10%	Building	\$ -	-	Site Development	\$ -	19%	Furniture, Fixtures, and Equipment	\$ -	5%	Other	\$ -	-	Total	\$ -		Estimated Local Funds required given Project Budget and Estimated Maximum State Award <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 40%; text-align: right;">Estimated Local Funds</th> </tr> </thead> <tbody> <tr> <td>Design</td> <td style="text-align: right;">\$ 398,000</td> </tr> <tr> <td>Building</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Site Development</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Furniture, Fixtures, and Equipment</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Other</td> <td style="text-align: right;">\$ 10,585,828</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$ 10,983,828</td> </tr> </tbody> </table>		Estimated Local Funds	Design	\$ 398,000	Building	\$ -	Site Development	\$ -	Furniture, Fixtures, and Equipment	\$ -	Other	\$ 10,585,828	Total	\$ 10,983,828
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Revised 8/2025

ROOF INSPECTION/SURVEY FORM

(FILL OUT FOR EACH ROOF LEVEL/SECTION OF BUILDING)

Worcester County

SCHOOL: Worcester Tech

ADDRESS: 6270 Worcester Hwy, Newark Md 21841

LEVEL/SECTION: _____

LAST REPLACEMENT DATE: 2000

ROOF DECK MATERIAL: Metal

ROOF TYPE: BUR ☐ EPDM ☐ SHINGLE ☒ METAL ☒ SLATE ☐ MODIFIED BIT ☐

OTHER ☐ _____

WATERTIGHTNESS: NO LEAKS ☐ LEAKS EVERY RAIN ☐

LEAKS ONLY OCCASIONALLY ☒

LEAKS ONLY DURING HIGH WINDS AND RAIN ☐

CONDITION OF ROOF (Indicate Condition from 1 Poor to 4 Excellent for each element)

Blisters	<u>3</u>	Ridges	<u>3</u>
Splits	<u>3</u>	Exposed Felts	<u>n/a</u>
Eroded Felts	<u>n/a</u>	Drains	<u>3</u>
Alligatoring	<u>n/a</u>	Gravel Stop	<u>n/a</u>
Debris / Vegetation	<u>n/a</u>	Punctures	<u>3</u>
Seam Separation	<u>n/a</u>	Ponding Water	<u>n/a</u>
Pitch Pans	<u>n/a</u>	Expansion Joint	<u>n/a</u>
Parapet Cap	<u>n/a</u>	Parapet Metal	<u>n/a</u>
Gutters	<u>3</u>	Downspout	<u>3.5</u>
Counter Flashing	<u>2.5</u>	Curbs	<u>n/a</u>

INSULATION: YES ☒ NO ☐ TYPE/CONDITION: ISO Insulation and Rigid Fiber board insulation.

ADDITIONAL INFORMATION: Item numbers are referenced to attached plan. If available, similarly number photographs.

Multiple leak repairs over last few years.

OVERALL ROOF CONDITION 2.5 (1 Poor to 4 Excellent)

PHOTOGRAPHIC/VIDEO RECORD: YES ☒ NO ☐

Identify the area being shown, the item, and the date.

ROOF PLAN INCLUDED WITH ROOF LEVELS IDENTIFIED: YES ☒ NO ☐

COMMENT:

ITEM 10

Worcester Tech HS has endured years of repairs to prolong the integrity of the prodominate shingle system. Worcester county facilities (Joe Price) and Garland will be meeting with a third party consultant to move forward in identifying the best plan of action for the school's roof system. Reported internal leaks throughout the building.
Roof replacement should be considered for FY26.

INSPECTED BY: Jeff Smith DATE: April 2023

ROOF INSPECTION/SURVEY FORM

(FILL OUT FOR EACH ROOF LEVEL/SECTION OF BUILDING)

Worcester County

SCHOOL: Worcester Tech

ADDRESS: 6270 Worcester Hwy, Newark Md 21841

LEVEL/SECTION: _____

LAST REPLACEMENT DATE: 2000

ROOF DECK MATERIAL: Metal

ROOF TYPE: BUR ☐ EPDM ☐ SHINGLE ☒ METAL ☒ SLATE ☐ MODIFIED BIT ☐

OTHER ☐ _____

WATERTIGHTNESS: NO LEAKS ☐ LEAKS EVERY RAIN ☐

LEAKS ONLY OCCASIONALLY ☒

LEAKS ONLY DURING HIGH WINDS AND RAIN ☐

CONDITION OF ROOF (Indicate Condition from 1 Poor to 4 Excellent for each element)

Blisters	<u>3</u>	Ridges	<u>2.5</u>
Splits	<u>3</u>	Exposed Felts	<u>n/a</u>
Eroded Felts	<u>n/a</u>	Drains	<u>3</u>
Alligatoring	<u>n/a</u>	Gravel Stop	<u>n/a</u>
Debris / Vegetation	<u>n/a</u>	Punctures	<u>3</u>
Seam Separation	<u>n/a</u>	Ponding Water	<u>n/a</u>
Pitch Pans	<u>n/a</u>	Expansion Joint	<u>n/a</u>
Parapet Cap	<u>n/a</u>	Parapet Metal	<u>n/a</u>
Gutters	<u>3</u>	Downspout	<u>3</u>
Counter Flashing	<u>2.5</u>	Curbs	<u>n/a</u>

INSULATION: YES ☒ NO ☐ TYPE/CONDITION: ISO Insulation and Rigid Fiber board insulation.

ADDITIONAL INFORMATION: Item numbers are referenced to attached plan. If available, similarly number photographs.

Multiple leak repairs over last few years.

OVERALL ROOF CONDITION 2.0 (1 Poor to 4 Excellent)

PHOTOGRAPHIC/VIDEO RECORD: YES ☒ NO ☐

Identify the area being shown, the item, and the date.

ROOF PLAN INCLUDED WITH ROOF LEVELS IDENTIFIED: YES ☒ NO ☐

COMMENT:

ITEM 10

Worcester Tech HS has endured years of repairs to prolong the integrity of the prodominate shingle system. The repairs this year have included consultants, Worcester county facilities department and Garland to best prolong the shingle system. Reported internal leaks throughout the building. Roof replacement should be considered for FY26.

INSPECTED BY: Jeff Smith DATE: June 2024

ROOF INSPECTION/SURVEY FORM

(FILL OUT FOR EACH ROOF LEVEL/SECTION OF BUILDING)

Worcester County

SCHOOL: Worcester Tech

ADDRESS: 6270 Worcester Hwy, Newark Md 21841

LEVEL/SECTION: _____

LAST REPLACEMENT DATE: 2000

ROOF DECK MATERIAL: Metal

ROOF TYPE: BUR ☐ EPDM ☐ SHINGLE ☒ METAL ☒ SLATE ☐ MODIFIED BIT ☐

OTHER ☐ _____

WATERTIGHTNESS: NO LEAKS ☐ LEAKS EVERY RAIN ☐

LEAKS ONLY OCCASIONALLY ☒

LEAKS ONLY DURING HIGH WINDS AND RAIN ☐

CONDITION OF ROOF (Indicate Condition from 1 Poor to 4 Excellent for each element)

Blisters	<u>2.5</u>	Ridges	<u>2.5</u>
Splits	<u>3</u>	Exposed Felts	<u>n/a</u>
Eroded Felts	<u>n/a</u>	Drains	<u>3</u>
Alligatoring	<u>n/a</u>	Gravel Stop	<u>n/a</u>
Debris / Vegetation	<u>n/a</u>	Punctures	<u>2</u>
Seam Separation	<u>n/a</u>	Ponding Water	<u>n/a</u>
Pitch Pans	<u>n/a</u>	Expansion Joint	<u>n/a</u>
Parapet Cap	<u>n/a</u>	Parapet Metal	<u>n/a</u>
Gutters	<u>2.5</u>	Downspout	<u>2.5</u>
Counter Flashing	<u>2</u>	Curbs	<u>n/a</u>

INSULATION: YES ☒ NO ☐ TYPE/CONDITION: ISO Insulation and Rigid Fiber board insulation.

ADDITIONAL INFORMATION: Item numbers are referenced to attached plan. If available, similarly number photographs.

Multiple leak repairs over last few years.

OVERALL ROOF CONDITION 1.5 (1 Poor to 4 Excellent)

PHOTOGRAPHIC/VIDEO RECORD: YES ☒ NO ☐

Identify the area being shown, the item, and the date.

ROOF PLAN INCLUDED WITH ROOF LEVELS IDENTIFIED: YES ☒ NO ☐

COMMENT:

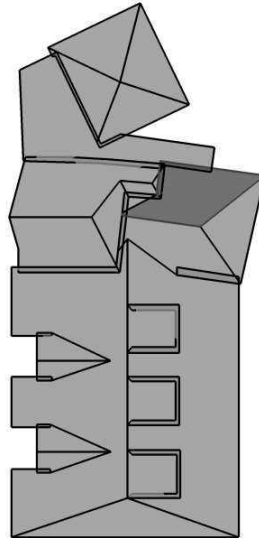
ITEM 10

Worcester Tech HS has endured years of repairs to prolong the integrity of the majority shingle system. After this year's inspection numerous interal leaks continue to be an issue. Short term a winter preventive maintainence program is recommended. Roof replacement should be considered for FY26.

INSPECTED BY: Jeff Smith DATE: August 2025

Precise Aerial Measurement Report

Prepared for you by The Garland Company Inc



Worcester Technical High School

6290 Worcester Hwy, Newark, MD 21841



The Garland Company Inc.
3800 East 91st St
Cleveland, OH 44105

Todd Holtzner
tel. 410-598-7998
email: tholtzner@garlandind.com



PRE-PITCH 2D REPORT

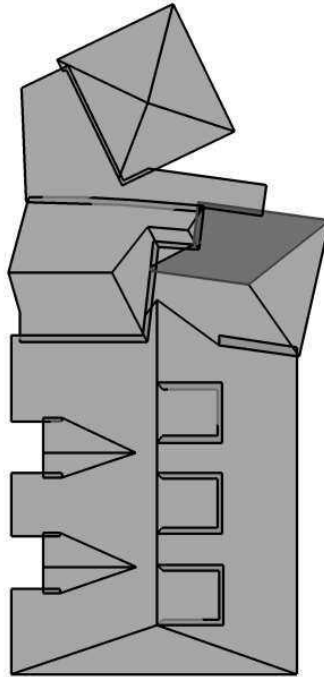
Enclosed is your Pre-pitch 2D report. It is not the completed measurement report but includes data to assist you in the field.

To generate the completed measurements that will include the line, pitch and area diagrams, please navigate to the link below and enter the pitch.

[Enter pitch values](#)

If you have questions or need assistance, please contact Customer Service at 1-866-659-8439.

6290 Worcester Hwy, Newark, MD 21841



Report Details

Report: 13355642

Property Details

Total Roof Area = [Click here](#) to assign pitch values and your report will be generated.

Total Roof Facets = 24
 Longitude = -75.3399532
 Latitude = 38.2225995
 Number of Stories <=1

[Online map of property](#)

Report Contents

Notes Diagram.....2
 Facet Area Table.....3

Contact: Todd Holtzner
 Company: **The Garland Company Inc.**
 Address: 3800 East 91st St
 Cleveland, OH 44105



Disclaimer: This report was produced using EagleView Extended Coverage Technology. Due to a variety of reasons including but not limited to tree coverage, poor images, low photo resolution or other blockages, this report DOES NOT offer an accuracy guarantee. EagleView recommends that anyone using this report field verify the measurements.

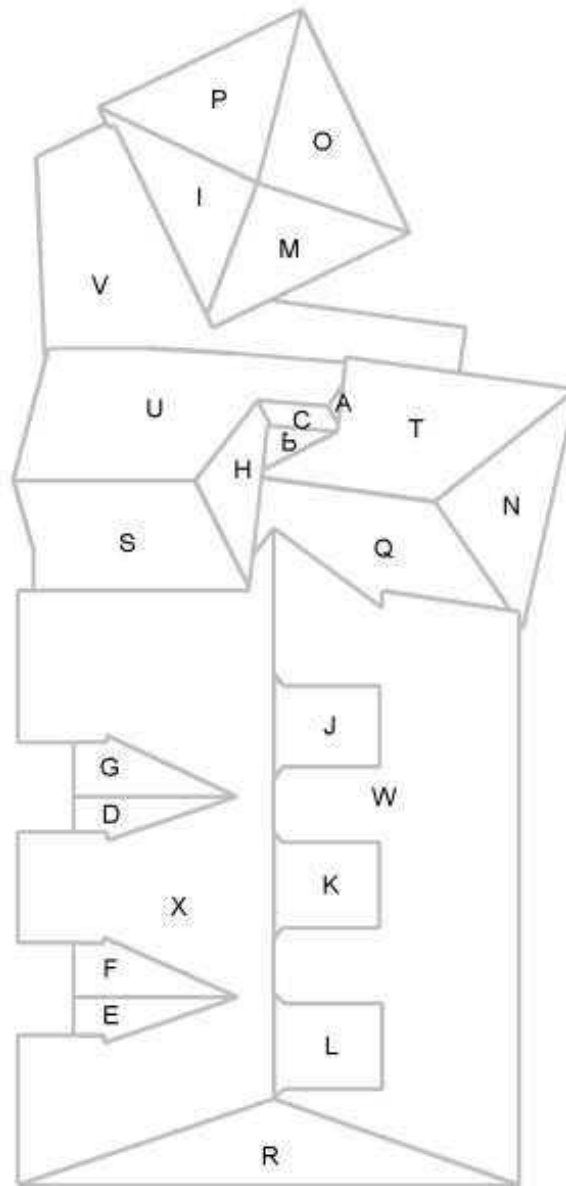
Measurements provided by www.eagleview.com

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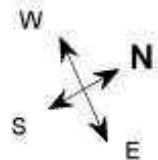
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Notes Diagram

Roof facets are labeled from smallest to largest (A to Z) for easy reference. Total Roof Facets = 24



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Report: 13355642

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Facet Area (sq ft) Based Upon Pitch

The area for each facet appears in the column under the appropriate pitch.

Facet	Pitch(inches per foot)										
	0	2	4	6	8	10	12	14	16	18	20
A	97.9	99.3	103.2	109.5	117.7	127.4	138.5	150.4	163.2	176.5	190.3
B	175.5	177.9	185	196.2	210.9	228.4	248.2	269.7	292.5	316.4	341.1
C	259.2	262.8	273.2	289.8	311.5	337.4	366.6	398.3	432	467.3	503.8
D	467.1	473.5	492.4	522.2	561.4	608	660.6	717.7	778.5	842.1	907.9
E	488.8	495.5	515.2	546.5	587.5	636.3	691.3	751.1	814.7	881.2	950.1
F	635.3	644.1	669.7	710.3	763.5	827	898.4	976.2	1058.8	1145.3	1234.8
G	659.5	668.6	695.2	737.3	792.6	858.5	932.7	1013.4	1099.2	1188.9	1281.8
H	900	912.4	948.7	1006.2	1081.7	1171.5	1272.8	1382.9	1500	1622.5	1749.3
I	1294.2	1312.1	1364.2	1447	1555.4	1684.7	1830.3	1988.7	2157	2333.2	2515.5
J	1327.4	1345.7	1399.2	1484.1	1595.3	1727.9	1877.2	2039.7	2212.3	2393	2580
K	1337.4	1355.8	1409.7	1495.3	1607.4	1740.9	1891.4	2055	2229	2411	2599.4
L	1347.5	1366.1	1420.4	1506.6	1619.5	1754.1	1905.7	2070.6	2245.8	2429.2	2619.1
M	1407.8	1427.2	1484	1574	1692	1832.5	1990.9	2163.2	2346.3	2537.9	2736.3
N	1528.7	1549.8	1611.4	1709.1	1837.3	1989.9	2161.9	2349	2547.8	2755.9	2971.3
O	1571.9	1593.6	1656.9	1757.4	1889.2	2046.2	2223	2415.4	2619.8	2833.8	3055.2
P	1696.6	1720	1788.4	1896.9	2039.1	2208.5	2399.4	2607	2827.7	3058.6	3297.6
Q	2281.6	2313.1	2405	2550.9	2742.1	2970	3226.7	3505.9	3802.7	4113.2	4434.6
R	2365.4	2398	2493.4	2644.6	2842.9	3079.1	3345.2	3634.7	3942.3	4264.3	4597.5
S	2651.4	2688	2794.8	2964.4	3186.6	3451.3	3749.6	4074.1	4419	4779.9	5153.4
T	2665.2	2702	2809.4	2979.8	3203.2	3469.3	3769.2	4095.3	4442	4804.8	5180.2
U	3377.4	3424	3560.1	3776	4059.1	4396.4	4776.4	5189.7	5629	6088.7	6564.5
V	4997.8	5066.7	5268.1	5587.7	6006.6	6505.7	7068	7679.6	8329.7	9009.9	9714
W	11923	12087.5	12567.9	13330.3	14329.7	15520.3	16861.7	18320.8	19871.7	21494.5	23174.1
X	12315.1	12485	12981.3	13768.7	14800.9	16030.7	17416.2	18923.3	20525.2	22201.4	23936.3
Total	57772	58569	60897	64591	69433	75202	81702	88772	96286	104150	112288

To generate a completed report with all line lengths and dimensions, [click here](#). Your report will be completed as soon as you assign pitch values to the areas in questions.

Each value is rounded to the nearest square foot. The totals are based on the unrounded values.

Access and edit your Extended Coverage 2D Report by logging into your account here:

<https://www.eagleview.com/EditPitches.aspx?ReportId=VzQ2RIFad085TzJXTmpPM0IwVitLdz09>



Report: 13355642

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FUTURE PROJECT REQUEST - (Optional Form)			
LEA:	Worcester	FISCAL YEAR:	2027
DATE:	9/11/25		
PSC NO.:	23.004		
PROJECT TYPE:	NEW ☐ ADDITION ☐ RENOVATION ☐ REPLACEMENT ☐ SYSTEMIC RENOVATIONS: ☒ STATE-OWNED RELOCATABLES: ☐		
SCHOOL NAME:	Stephen Decatur High School		
SCHOOL ADDRESS:	9913 Seahawk Road, Berlin, MD 21811		
DESCRIPTION:			
Stephen Decatur High School opened in 1952 and has undergone three major additions (1964—4,270 square feet; 1980—55,820 square feet; and 2002—47,400 square feet), giving it a total footprint of 193,090 square feet. The existing roof, last replaced in 2000, is a flat, low-slope system (predominant pitch 0/12) covering approximately 183,981 square feet across 49 roof facets. The proposed project will provide a full roof replacement with a Two-Ply Cold Applied Modified Roof System with white flood coat and gravel, including vapor barrier installation, new internal drains, tapered insulation to achieve slope-to-drain, and new metal coping and edge systems compliant with ANSI-SPRI ES-1. The new system will meet or exceed State of Maryland R-30 insulation requirements, be Factory Mutual approved, and carry a 30-year warranty.			
PROPOSED RATED CAPACITY:	1454	GRADES:	9-12
REQUEST APPROVAL FOR PLANNING FY:		FUNDING FY:	
ESTIMATED COST TO STATE:	\$7,314,000	LOCAL	\$8,017,000
PROJECT JUSTIFICATION:			
As the largest school site in Worcester County Public Schools, Stephen Decatur High School has also accumulated the most roof-related work orders. From FY22 to FY25, there have been XX service calls related to leaks and roof failures. Annual inspections in 2023, 2024, and 2025 rated the roof's overall condition between 2.5 and 2.0 (Fair/Poor) on a 1–4 scale. Inspectors documented blisters, splits, seam separations, ponding water, and coating failures across multiple sections. Despite preventive maintenance, repairs, and caulking, the issues persist and continue to impact building operations. At the projected start of replacement, the roof will be 28 years old, exceeding its serviceable life. Although this project was identified for earlier replacement, it has been deferred due to budgetary constraints. Continued postponement will result in escalating maintenance costs, greater risk of water intrusion, and potential disruption to instruction. Replacement is the only long-term solution to protect the integrity of a 193,090 square foot campus that serves the largest number of students in Worcester County.			

FUTURE PROJECT REQUEST - (Optional Form)			
LEA:	Worcester		
DATE:	9/11/25	FISCAL YEAR:	2027
PSC NO.:	23.006		
PROJECT TYPE:	NEW ☐ ADDITION ☐ RENOVATION ☐ REPLACEMENT ☐		
	SYSTEMIC RENOVATIONS: ☒ STATE-OWNED RELOCATABLES: ☐		
SCHOOL NAME:	Ocean City Elementary		
SCHOOL ADDRESS:	12828 Center Drive, Ocean City, MD 21842		
DESCRIPTION:			
Ocean City Elementary School opened in 2005. The existing roof is a predominantly shingle system with some built-up roof areas. At the time of replacement in 2029, the roof will be 24 years old. The proposed project will remove the existing roof systems and install new roofing assemblies designed to correct deficiencies noted in recent inspections. Work will include replacement of shingle and built-up roof sections, repair and replacement of drainage systems, seam and expansion joint improvements, and updated flashings and pitch pans. The new system will be installed to meet or exceed State of Maryland insulation and performance requirements and will provide a long-term warranty to protect the facility.			
PROPOSED RATED CAPACITY:	777	GRADES:	PK3 - 4
REQUEST APPROVAL FOR PLANNING FY:		FUNDING FY:	
ESTIMATED COST TO STATE:	\$2,974,500	LOCAL	\$3,260,500
PROJECT JUSTIFICATION:			
Evaluations and inspections conducted by the WCPS roofing consultant and State of Maryland maintenance inspectors have consistently noted deficiencies in the existing roof system. Documented issues include wind damage to shingles, blisters, seam separations, drainage problems, pitch pan failures, and expansion joint deterioration. The roof has been assigned an overall condition rating of "Fair/Poor." When the project begins in 2029, the roof will be 24 years old, beyond its expected serviceable life. Continued repairs will not resolve the systemic failures of the roofing assemblies. Replacement is the only cost-effective, long-term solution to prevent further deterioration and water intrusion.			

With enrollment projected to grow from 548 students in 2024 to 648 students by 2033, Ocean City Elementary School is a critical facility for the northern end of Worcester County. Ensuring a reliable roof system is essential to protect the building and support a safe learning environment for a steadily increasing student population.

--

SUMMARY OF CURRENT PLANNING AND FUNDING REQUESTS

LEA: **Worcester**FISCAL YEAR: **2027**DATE: **9/11/25**

PRIORITY #	PROJECT TITLE	TOTAL EST. COST	NON-PSCP/IAC FUNDS	TOTAL STATE FUNDS	PRIOR PSCP/IAC FUNDS	CURRENT REQUESTS (\$ OR LP)		Expected Project Requests (enter fiscal year below)									
						FY	27	FY	28	FY	29	FY	30	FY	31	FY	32
1	Buckingham Elemementary Replacement	#####	\$45,610,000	\$25,756,000	\$7,466,322		\$394,671		\$11,277,000		\$11,277,000		\$947,000				
2	Berlin Intermediate Replacement	#####	\$56,930	\$23,145,000	\$0		\$1,867,000		\$160,000				\$10,559,500		\$10,399,000		
3	Worcester Technical High School Roof Replacement	#####	\$5,677,000	\$5,179,000	\$0		\$3,127,828		\$2,378,000								
4	Stephen Decatur High Roof Replacement	#####	\$8,017,000	\$7,314,000	\$0		\$0		\$282,000		\$7,032,000						
5	Ocean City Elementary Roof Replacement	\$6,235,000	\$3,260,000	\$2,975,000	\$0		\$0				\$115,000		\$2,860,000				
6																	
7																	
8																	
9																	
10																	
11																	
12																	
13																	
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26																	
27																	
28																	
29																	
	TOTAL (Last page only)	#####	\$62,620,930	\$64,369,000	\$7,466,322		\$5,389,499		\$14,097,000		\$18,424,000		\$14,366,500		\$10,399,000		\$0

STATUS OF PREVIOUSLY APPROVED PROJECTS

LEA: **Worcester**FISCAL YEAR: **2027**DATE: **9/11/25**

PROJECT TITLE and PSC NO. ¹ (Chronological Order by Fiscal Year)	MONTH AND YEAR (00/00) OF <u>STATE</u> APPROVAL					Percent Constructio n Completed	Date Occupied
	IAC	SD	DD	CD	CONTRACT AWARD		
Stephen Decatur Middle Addition 23.011.21 LP	06/20	10/20	6/21	6/21	11/21	100%	1/23
Cedar Chapel S.S. HVAC Units 23.013.21 ASP	04/21				6/21	100%	9/24
Cedar Chapel S.S. Playground 23.013.21 ASP	02/23				9/23	100%	4/24
Pocomoke Elementary Cameras 23.002.24 SSGP	09/23				9/23	100%	3/24
Snow Hill Elementary Cameras 23.008.24 SSGP	09/23				9/23	100%	3/24
Snow Hill Middle / Cedar Chapel Special Roof Replacement 23.009	05/24				4/24	100%	9/24
Buckingham Elementary Replacement	02/25					0%	
Berlin Intermediate Replace/Renov.	02/25					0%	
Buckingham Elementary Camera 23.007 SSGP	08/25					0%	
Showell Elementary Video Management 23.001 SSGP	08/25					0%	

¹ ALL PROJECTS INCLUDING SYSTEMIC RENOVATION, AGING SCHOOL, SCHOOL SAFETY, HEALTHY SCHOOLS FACILITY FUND AND QZAB.

STATUS OF STATE-OWNED RELOCATABLES

LEA: **Worcester**

FISCAL YEAR: **2026**

DATE: **9/11/25**

SCHOOL	BUILDING NUMBER	MFR/ NO. CLRM(S)	CURRENT USE	DATE SITED	ACTION REQUESTED	JUSTIFICATION
(Note: 11 locally owned portable temporary classrooms are used to accommodate all existing programs.)						

¹ The following actions may be requested: Retain in the same location, Move within school system, Revert to State (indicate date available).
The completed form should be included with the Capital Improvement Program submittal.

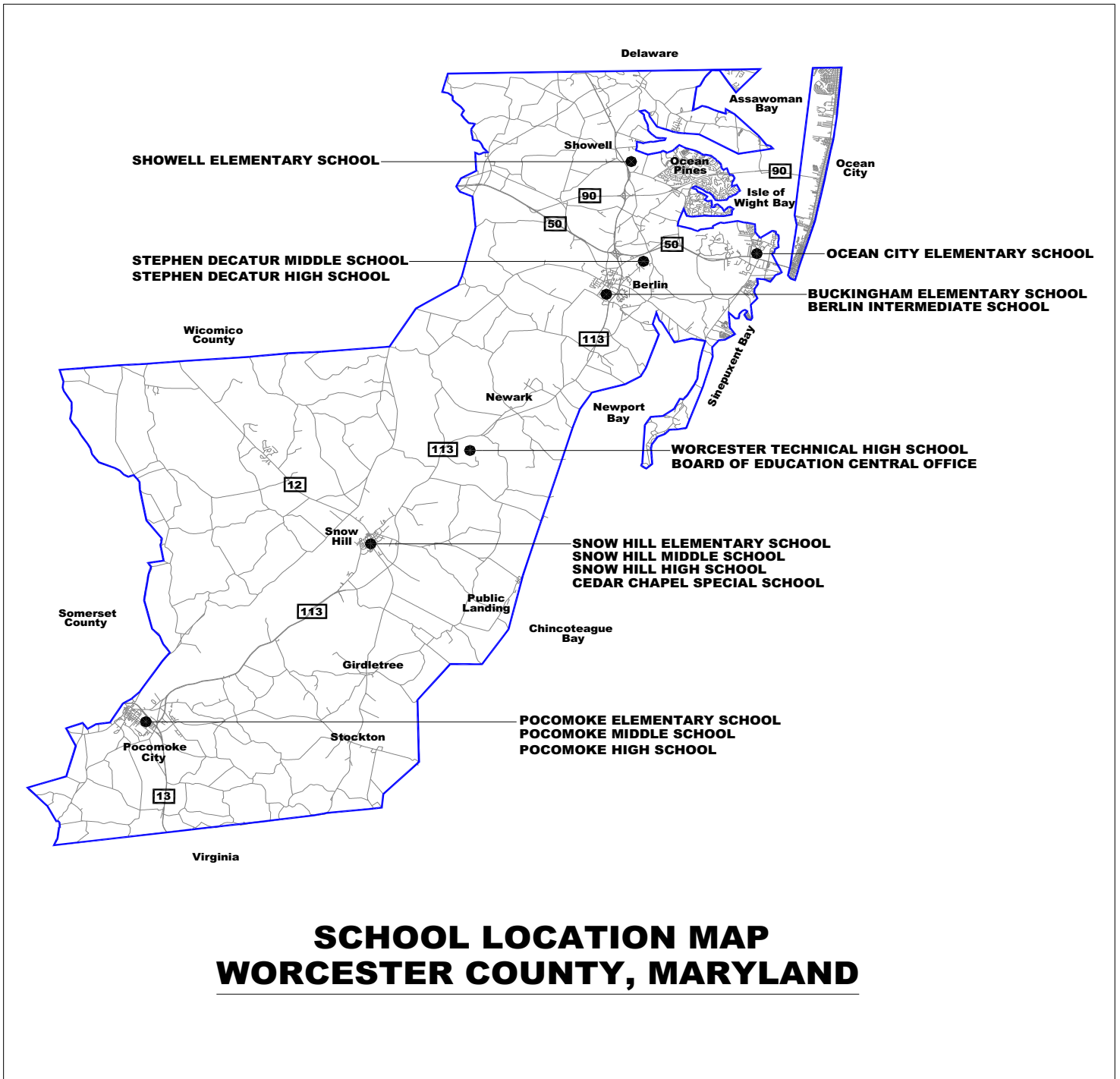
WORCESTER COUNTY

SUMMARY OF PORTABLE CLASSROOMS

2025 - 2026

SCHOOL	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	SQ. FT.
Buckingham Elementary	5	5	5	5	5	5	5	5	3,840
Ocean City Elementary	0	0	0	0	0	0	0	0	0
Pocomoke Elementary	0	0	0	0	0	0	0	0	0
Showell Elementary	9	9	9	0 (Note 1)	0	0	0	0	0
Snow Hill Elementary	5	5	5	5	5	5	5	5	3,840
Berlin Intermediate	6	6	6	6	0 (Note 2)	0	0	0	0
Pocomoke Middle	0	0	0	0	0	0	0	0	0
Snow Hill Middle	1	1	1	1	1	1	1	1	768
Cedar Chapel Special	0	0	0	0	0	0	0	0	0
Stephen Decatur Middle	9	9	9	9	9	0 (Note 3)	0	0	0
Pocomoke High	0	0	0	0	0	0	0	0	0
Snow Hill High	0	0	0	0	0	0	0	0	0
Stephen Decatur High	0	0	0	0	0	0	0	0	0
Worcester Tech	0	0	0	0	0	0	0	0	0
TOTAL	35	35	35	26	20	11	11	11	8,448

- (1) Nine locally owned portable classrooms demolished at Showell Elementary School as part of the replacement school project.
- (2) Six locally owned portable classrooms removed from the Berlin Intermediate School site in summer 2021. Portables not required with move of Grade 4 from Berlin Intermediate to the new Showell Elementary School.
- (3) Nine locally owned portable classrooms were in use at Stephen Decatur Middle School from September thru December 2022 and were demolished in December 2022. The SDMS Addition project provided 16 new classrooms beginning in January 2023.



Summary of Pre-Kindergarten Enrollment*
September 30, 2024

Pre-Kindergarten Age 3

Pre-Kindergarten Age 4

Showell Elementary School (All day PreK-3)

Showell Elementary School (All day PreK-4)

18
18 TOTAL
18 FTE

18
17
17
17
69 TOTAL
69 FTE

Ocean City Elementary School (All day PreK-3)

Ocean City Elementary School (All day PreK-4)

20
20 TOTAL
20 FTE

19
19
19
19
76 TOTAL
76 FTE

Buckingham Elementary School (All day PreK-3)

Buckingham Elementary School (All day PreK-4)

20
20
40 TOTAL
40 FTE

19
19
18
18
74 TOTAL
74 FTE

Snow Hill Elementary School (All day PreK-3)

Snow Hill Elementary School (All day PreK-4)

15
15
30 TOTAL
30 FTE

14
14
14
13
55 TOTAL
55 FTE

Pocomoke Elementary School (All day PreK-3)

Pocomoke Elementary School (All day PreK-4)

19
19
19
57 TOTAL
57 FTE

20
19
19
19
77 TOTAL
77 FTE

*Projected

Summary of Kindergarten Enrollment*
September 30, 2024

Showell Elementary School

19
18
18
18
18
18
109 TOTAL
109 FTE

Ocean City Elementary School

15
15
15
15
14
14
88 TOTAL
88 FTE

Buckingham Elementary School

15
15
15
15
15
75 TOTAL
75 FTE

Snow Hill Elementary School

16
16
16
15
63 TOTAL
63 FTE

Pocomoke Elementary School

19
18
18
18
18
91 TOTAL
91 FTE

*Projected



WORCESTER COUNTY PUBLIC SCHOOLS

TEN-YEAR ENROLLMENT PROJECTIONS

FULL TIME EQUIVALENT

SEPTEMBER 30, 2024 - 2034

WORCESTER COUNTY PUBLIC SCHOOLS

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2024-2034

GRADE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
PRE-K 3	172	172	158	169	169	209	213	213	213	213	213
PRE-K 4	375	402	397	362	389	389	397	407	407	407	407
KINDERGARTEN	424	390	459	454	415	444	444	454	466	466	466
ELEMENTARY SPEC.	20	20	20	20	20	20	20	20	20	20	20
1	464	437	403	472	467	428	457	457	467	479	479
2	399	475	448	414	483	478	439	468	468	478	490
3	488	414	490	463	429	498	483	454	483	483	493
4	444	502	428	504	477	443	512	497	468	497	497
5	488	447	505	431	507	480	446	516	501	470	501
6	489	497	456	514	440	516	489	455	525	510	479
7	468	499	507	466	524	450	526	499	465	535	520
8	536	482	513	521	480	538	464	540	513	479	549
9	571	569	515	546	554	513	571	497	573	546	512
10	552	576	574	520	551	559	518	576	502	578	551
11	550	555	579	577	523	554	562	521	579	505	581
12	531	552	557	581	579	525	556	564	523	581	507
SECONDARY SPEC.	31	31	31	31	31	31	31	31	31	31	31
TOTAL ENROLLMENT	7,002	7,020	7,040	7,045	7,038	7,075	7,128	7,169	7,204	7,278	7,296
K-12 ENROLLMENT	6,455	6,446	6,485	6,514	6,480	6,477	6,518	6,549	6,584	6,658	6,676

WORCESTER COUNTY PUBLIC SCHOOLS

BUCKINGHAM ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2024-2034

GRADE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
PRE-K 3	40	43	39	42	42	80	80	80	80	80	80
PRE-K 4	80	83	82	75	81	81	82	84	84	84	84
KINDERGARTEN	76	75	88	87	80	85	85	87	89	89	89
1	83	78	77	90	89	82	87	87	89	91	91
2	79	85	80	79	92	91	84	89	89	91	93
3	76	81	87	82	81	94	93	86	91	91	93
4	84	80	85	91	86	85	98	97	90	95	95
TOTAL ENROLLMENT	518	525	538	546	551	598	609	610	612	621	625

WORCESTER COUNTY PUBLIC SCHOOLS

ITEM 10

OCEAN CITY ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2024-2034

GRADE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
PRE-K 3	20	20	19	20	20	20	21	21	21	21	21
PRE-K 4	79	82	81	74	79	79	81	83	83	83	83
KINDERGARTEN	88	80	94	93	85	91	91	93	96	96	96
1	104	90	82	96	95	87	93	93	95	98	98
2	83	109	95	87	101	100	92	98	98	100	103
3	116	85	111	97	89	103	102	94	100	100	102
4	76	122	91	117	103	95	109	108	100	106	106
TOTAL ENROLLMENT	566	588	573	584	572	575	589	590	593	604	609

WORCESTER COUNTY PUBLIC SCHOOLS

ITEM 10

POCOMOKE ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2024-2034

GRADE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
PRE-K 3	53	48	44	47	47	48	49	49	49	49	49
PRE-K 4	79	87	86	78	84	84	86	88	88	88	88
KINDERGARTEN	94	78	92	91	83	89	89	91	93	93	93
1	85	98	82	96	95	87	93	93	95	97	97
2	76	87	100	84	98	97	89	95	95	97	99
3	104	82	93	106	90	104	103	95	101	101	103
TOTAL ENROLLMENT	491	480	497	502	497	509	509	511	521	525	529

WORCESTER COUNTY PUBLIC SCHOOLS

SHOWELL ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2024-2034

GRADE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
PRE-K 3	20	20	19	20	20	20	21	21	21	21	21
PRE-K 4	80	85	84	77	82	82	84	86	86	86	86
KINDERGARTEN	103	95	112	111	101	108	108	111	114	114	114
1	107	105	97	114	113	103	110	110	113	116	116
2	100	107	105	97	114	113	103	110	110	113	116
3	110	103	110	108	100	117	106	106	113	113	116
4	118	112	105	112	110	102	119	108	108	115	115
TOTAL ENROLLMENT	638	627	632	639	640	645	651	652	665	678	684

WORCESTER COUNTY PUBLIC SCHOOLS

SNOW HILL ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2024-2034

GRADE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
PRE-K 3	39	41	37	40	40	41	42	42	42	42	42
PRE-K 4	57	65	64	58	63	63	64	66	66	66	66
KINDERGARTEN	63	62	73	72	66	71	71	72	74	74	74
1	85	66	65	76	75	69	74	74	75	77	77
2	61	87	68	67	78	77	71	76	76	77	79
3	82	63	89	70	69	80	79	73	78	78	79
TOTAL ENROLLMENT	387	384	396	383	391	401	401	403	411	414	417

WORCESTER COUNTY PUBLIC SCHOOLS

ITEM 10

CEDAR CHAPEL SPECIAL SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2024-2034

GRADE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
PRE-KINDERGARTEN	0	0	0	0	0	0	0	0	0	0	0
KINDERGARTEN	0	0	0	0	0	0	0	0	0	0	0
ELEMENTARY SPEC.	20	20	20	20	20	20	20	20	20	20	20
SECONDARY SPEC.	31	31	31	31	31	31	31	31	31	31	31
TOTAL ENROLLMENT	51	51	51	51	51	51	51	51	51	51	51

WORCESTER COUNTY PUBLIC SCHOOLS

ITEM 10

BERLIN INTERMEDIATE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2024-2034

GRADE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
5	314	279	315	282	321	300	283	328	315	298	318
6	299	314	279	315	282	321	300	283	328	315	298
TOTAL ENROLLMENT	613	593	594	597	603	621	583	611	643	613	616

WORCESTER COUNTY PUBLIC SCHOOLS

ITEM 10

POCOMOKE MIDDLE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2024-2034

GRADE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
4	91	105	83	94	107	91	105	104	96	102	102
5	94	92	106	84	95	108	92	106	105	97	103
6	95	98	96	110	88	99	112	96	110	109	101
7	81	99	102	100	114	92	103	116	100	114	113
8	104	85	103	106	104	118	96	107	120	104	118
TOTAL ENROLLMENT	465	479	490	494	508	508	508	529	531	526	537

WORCESTER COUNTY PUBLIC SCHOOLS

ITEM 10

SNOW HILL MIDDLE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2024-2034

GRADE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
4	75	83	64	90	71	70	81	80	74	79	79
5	80	76	84	65	91	72	71	82	81	75	80
6	95	85	81	89	70	96	77	76	87	86	80
7	62	96	86	82	90	71	97	78	77	88	87
8	92	65	99	89	85	93	74	100	81	80	91
TOTAL ENROLLMENT	404	405	414	415	407	402	400	416	400	408	417

WORCESTER COUNTY PUBLIC SCHOOLS

STEPHEN DECATUR MIDDLE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2024-2034

GRADE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
7	325	304	319	284	320	287	326	305	288	333	320
8	340	332	311	326	291	327	294	333	312	295	340
TOTAL ENROLLMENT	665	636	630	610	611	614	620	638	600	628	660

WORCESTER COUNTY PUBLIC SCHOOLS

ITEM 10

POCOMOKE HIGH SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2024-2034

GRADE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
9	98	108	89	107	110	108	122	100	111	124	108
10	105	102	112	93	111	114	112	126	104	115	128
11	95	106	103	113	94	112	115	113	127	105	116
12	76	96	107	104	114	95	113	116	114	128	106
TOTAL ENROLLMENT	374	412	411	417	429	429	462	455	456	472	458

WORCESTER COUNTY PUBLIC SCHOOLS

ITEM 10

SNOW HILL HIGH SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2024-2034

GRADE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
9	96	97	70	104	94	90	98	79	105	86	85
10	92	97	98	71	105	95	91	99	80	106	87
11	96	94	99	100	73	107	97	93	101	82	108
12	84	97	95	100	101	74	108	98	94	102	83
TOTAL ENROLLMENT	368	385	362	375	373	366	394	369	380	376	363

WORCESTER COUNTY PUBLIC SCHOOLS

ITEM 10

STEPHEN DECATUR HIGH SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2024-2034

GRADE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
9	377	364	356	335	350	315	351	318	357	336	319
10	355	377	364	356	335	350	315	351	318	357	336
11	359	355	377	364	356	335	350	315	351	318	357
12	371	359	355	377	364	356	335	350	315	351	318
TOTAL ENROLLMENT	1462	1455	1452	1432	1405	1356	1351	1334	1341	1362	1330

WORCESTER COUNTY PUBLIC SCHOOLS

WORCESTER TECHNICAL HIGH SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS

SEPTEMBER 30, 2024-2034

GRADE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
ALL	570	664	674	662	652	646	645	655	632	656	646
TOTAL ENROLLMENT	570	664	674	662	652	646	645	655	632	656	646

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff



Nathaniel J. Passwaters
Chief Deputy

November 3, 2025

Mr. Weston Young
Chief Administrative Officer
Worcester County, Maryland

RE: FY26 Budget Amendment Request

Greetings,

On behalf of Sheriff Crisafulli, this memorandum is to recommend a grade increase for sworn law enforcement personnel to address ongoing challenges in recruitment, retention, and workforce sustainability within the Worcester County Sheriff's Office. Sheriff Crisafulli is respectfully requesting to be placed on the Commissioners meeting agenda on Tuesday November 18, 2026.

As you are aware, law enforcement agencies nationwide are experiencing unprecedented staffing shortages. Recruitment has slowed considerably due to a competitive job market, generational workforce shifts, and heightened occupational risks. Meanwhile, retention has become increasingly difficult as Deputies pursue other agencies for various reasons, compensation being at the forefront. These trends have not only caused increased overtime expenditures due to staffing shortfalls, but also caused significant operational strain on remaining personnel, affecting morale, workload balance, and potential public safety service delivery.

Sheriff Crisafulli is requesting a one grade increase for all sworn personnel from the rank of Deputy Sheriff to Sergeant. This would bring the starting salary for new Deputy from \$63,132.00 to \$66,210.00. This compensation adjustment would enhance recruitment of qualified candidates and reinforce Worcester County's commitment to investing in its personnel.

Over the last year, the Sheriff's Office had a number of highly qualified applicants that wanted to lateral from their agency to the Worcester County Sheriff's Office, however, this was hindered due to the amount credit allowed for years of experience. Currently the highest step that a lateral could come to the Worcester County Sheriff's Office is maxed at a Step 5, which has caused these qualified applicants to reconsider leaving their current agency to come to the Worcester County Sheriff's Office. Sheriff Crisafulli also requests approval to provide a step for each year of service for lateral applicants up to a Step 9. If approved, there would be several existing Deputies that would be eligible to receive additional steps in order for compensation to be fair.

The total cost for this FY26 budget amendment request would be \$354,281.00 beginning on January 1, 2027. This includes the cost of salary, benefits, and steps for some existing Deputies. Investing in competitive compensation for our law enforcement officers is essential to maintaining public safety, operational effectiveness, and community trust. Without immediate action, we risk further staffing shortages that compromise response times, proactive policing, and officer well-being. As always, Sheriff Crisafulli and the members of the Worcester County Sheriff's Office appreciate the commitment of your staff and the Worcester County Commissioners to the Sheriff's Office and the citizens of Worcester County.

Respectfully,



Nathaniel J. Passwaters
Chief Deputy
Worcester County Sheriff's Office

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff



Nathaniel J. Passwaters
Chief Deputy

November 3, 2025

Mr. Weston Young
Chief Administrative Officer
Worcester County, Maryland

RE: I.A. Personnel Request
FY26 Budget Amendment

Greetings,

On behalf of Sheriff M. Crisafulli, the purpose of this memorandum is to outline the need for a dedicated Internal Affairs Investigator to ensure accountability, transparency, and integrity within the Worcester County Sheriff's Office. Sheriff Crisafulli is respectfully requesting to be placed on the Commissioners meeting agenda on Tuesday November 18, 2026.

As the responsibilities and visibility of law enforcement continue to grow, so does public expectations for professionalism and accountability. Currently, the Worcester County Sheriff's Office lacks a full-time position solely dedicated to investigating internal complaints, use-of-force reviews, policy violations, and employee misconduct. These duties are often assigned as collateral responsibilities to supervisory staff, which can lead to delays, inconsistencies, and potential conflicts of interest. Initially, when the State of Maryland passed legislation requiring the implementation of Police Accountability Board and Administrative Charging Committees, it was decided at the time to have any additional responsibilities brought forth be absorbed by existing supervisory staff. After a review and analysis of resources that are being utilized to conduct these thorough investigations, Sheriff Crisafulli and staff have determined that there is a need for a dedicated Internal Affairs investigator which would allow supervisory staff to focus on law enforcement duties.

A dedicated Internal Affairs Investigator would significantly improve the department's ability to:

- **Maintain Accountability:** Ensure thorough, unbiased investigations of complaints involving personnel conduct, use of force, and policy violations.
- **Enhance Public Trust:** Demonstrate the department's commitment to integrity, professionalism, and transparency.
- **Protect Personnel Rights:** Provide fair and consistent internal investigations that safeguard both the Sheriff's Office and its employees.
- **Improve Efficiency:** Reduce the burden on operational supervisors and command staff, allowing them to focus on core law enforcement duties.

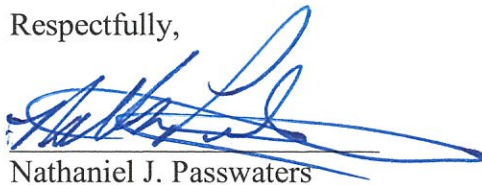
- **Ensure Policy Compliance:** Identify patterns of misconduct, recommend corrective actions, and assist in policy development and training improvements.

Additionally, with the recent changes in state reporting standards, as well as community expectations regarding law enforcement accountability, make it increasingly necessary to have a dedicated, trained investigator managing these functions.

It is recommended that the Sheriff's Office establish one full-time Internal Affairs Investigator position. This position should be staffed by a sworn officer with specialized training in administrative investigations, evidence documentation, and disciplinary procedures. The role should report directly to the Sheriff and/or his designee to ensure independence and impartiality. This position would have to be a supervisory position at Grade 28. The total salary cost including all benefits would be \$167,538.00. The Sheriff's Office currently has all needed equipment for this position to include a vehicle.

The creation of an Internal Affairs Investigator position represents a proactive step toward strengthening accountability, maintaining public confidence, and ensuring the highest professional standards within the Sheriff's Office. Investing in this position will ultimately enhance both organizational effectiveness and community trust. As always, Sheriff Crisafulli and the members of the Worcester County Sheriff's Office appreciate the commitment of your staff and the Worcester County Commissioners to the Sheriff's Office and the citizens of Worcester County.

Respectfully,



Nathaniel J. Passwaters
Chief Deputy
Worcester County Sheriff's Office



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: November 6, 2025
Re: Bill Introduction – New § ZS 1-320(b)(2) - Off-street Parking – Clearance Height

On November 6, 2025, the Planning Commission reviewed the proposed text amendment prepared by staff after recognized impacts in the Landings subdivision. The amendment sets a minimum clear height of seven feet for covered or enclosed structures when associated with required residential off-street parking for two-family, multi-family and townhouse dwelling units. The Planning Commission gave a unanimous favorable recommendation. A copy of the draft bill is attached for your consideration.

At this time, I am requesting that the item be scheduled for the County Commissioner's consideration for introduction at an upcoming meeting. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

cc: Matt Laick, Deputy Director
Kristen Tremblay, Zoning Administrator
Roscoe Leslie, County Attorney
file



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director
Date: October 9, 2025
Re: Text Amendment– New § ZS 1-320(b)(2) - Off-street Parking – Clearance Height

At the direction of the Worcester County Commissioners, I have prepared the attached text amendment to the Zoning and Subdivision Control Article. The amendment sets a minimum clear height of seven feet for covered or enclosed structures when associated with required residential off-street parking for two-family, multi-family and townhouse dwelling units.

An issue has arisen within a residential townhouse development currently under construction where the required off-street parking was provided within the garage. In this particular situation, the clearance is 7' 0.5" from apron to garage frame as measured on a sample unit. The inspector advised that the components of the garage door did not set flush with the opening when in an open position, so it resulted in a 6' 8.5" measurement to the interior garage slab. As a result, a significant number of owners/tenants are unable to physically park their vehicles in the garage. This exacerbates parking elsewhere in the community.

In the past, DRP has found that mechanical equipment, steps, and other features within the garage tend to encroach into the area designated for parking. Therefore, in more recent developments, staff have encouraged the required off-street parking to be designated exterior to the unit, even though a garage is provided. If required off-street parking was provided in the driveway, the garage would not have to comply with this provision.

The Planning Commission shall review the bill and make a recommendation to the Worcester County Commissioners (favorable or unfavorable) and can make recommendations for changes to the proposed language. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

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

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 25-__

BY:

INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Off-street parking clear height

For the purpose of amending the Zoning and Subdivision Control Article to require a minimum clear height for off-street parking provided in an enclosed structure in two-family, multi-family, and townhouse dwelling units.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-320(b)(2) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

- (2) For two-family, multi-family and townhouse dwelling units, required off-street parking located within a covered or enclosed structure shall maintain a minimum clear height of seven feet at the entry point and within the enclosure while any garage door is in the open position.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2025.

Subtitle ZS1:III. Supplementary Districts and District Regulations

§ ZS 1-320. Off-street parking areas.

(b) Parking space dimensions. Every off-street parking space, with the exception of parking spaces reserved for the handicapped, shall measure as follows:

Type of Space	Width (feet)	Length (feet)
Typical space	10	20
Parallel space	10	23
For commercial facilities over 50,000 square feet in gross floor area and for park and ride facilities:		
Not less than 60 percent	10	18
Not more than 40 percent	9	18

- (1) The length of a typical parking space may be reduced from twenty feet in length to eighteen feet in length with a two-foot overhang into a landscaping strip at the head of the parking space, provided that the Department has determined that this landscaping is not necessary to meet the minimum requirements for landscaping as specified elsewhere in this Title and provided that the encroachment does not reduce the width of a buffer strip prescribed by this Title.

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



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

DALLAS BAKER JR., P.E.
 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: October 28, 2025
SUBJECT: Bayside Road / Tanhouse Creek Bridge Update & Request for Funding

Public Works is requesting Commissioner concurrence to use approximately \$500,000 of County funds to replace Tanhouse Creek Bridge in-kind, utilizing the design-build methodology to expedite its completion. If approved, Public Works would prepare bid packages for design/construction for Commissioner approval prior to advertising, then submit the successful vendor to the Commissioners for approval of award. Funding is not needed at this stage, we are seeking concurrence on the funding source, design/build approach, and bridge replacement options, listed below. A small project request form has been submitted for FY 26 Assigned Funds as the source.

Public Works has been working with the Maryland Department of Transportation (MDOT) to evaluate funding options for the repair or replacement of Tanhouse Creek Bridge. A preliminary review was also conducted with a local contractor to develop ballpark cost estimates for potential design-build replacement options. MDOT has indicated that available funding within the State Bridge Program is insufficient to cover both this project and the currently approved replacement of the Hotel Road Bridge (estimated at \$600,000). However, approximately \$4.2 million remains available through the Federal Bridge Program, which is administered by MDOT. The challenge is that participation in the Federal Bridge Program requires a 3- to 5-year process. MDOT estimates Federal design costs alone at approximately \$1 million, with construction costs to be determined once design is further advanced.

Conversely, if the County were to self-fund the project, a replacement bridge could be designed and constructed within approximately 9 to 12 months at an estimated cost between \$500,000 and \$700,000, depending on the design selected:

- **Option 1 – \$500,000:** Replace the bridge in kind, with vinyl abutment walls for corrosion resistance. Estimated service life: 30 years.
- **Option 2 – \$600,000:** Replace the bridge with upgraded Class A piles and fiberglass jacket wraps for protection against marine organisms. Estimated service life: 40 years.
- **Option 3 – \$700,000:** Replace the bridge with a Dowel-Lam Bridge similar to the new Bayside Road structure, using concrete-filled steel piles and concrete caps. Estimated service life: 50 years.

A Team of Teams making a Difference

These estimates assume a design-build approach in which the selected contractor would be responsible for the design, permitting, and construction phases. This method shortens the overall project schedule by eliminating a separate design-bid phase and improving coordination between the designer and contractor, which expedites permitting and material procurement.

Public Works recommends Option 1 and using County funds to replace Tanhouse Creek Bridge via the design-build method in order to expedite its reopening to vehicular traffic. Public Works would also proceed with the planned replacement of the Hotel Road Bridge using the \$600,000 in available State aid funding, as that structure received a lower Bridge Safety Rating (38.9) than Tanhouse Creek Bridge (53.2) in last year's inspection. The Department further recommends using the Federal Bridge Program funding for replacement of the Fleming Mill Road Bridge, the next lowest-rated structure, since sufficient time exists to complete the longer Federal process before replacement is required.

Tanhouse Creek Bridge has been closed since August 4, 2025, when County Roads crews discovered significant substructure deterioration while replacing damaged deck boards. Inspection revealed multiple holes and areas of advanced decay in the stringers and caps—key load-bearing components of the bridge. Given the extent of structural damage, the bridge was immediately closed pending inspection by MDOT-SHA.

MDOT inspectors were on site August 6, 2025, and performed both the annual and underwater inspections. While many surface components were found to be in satisfactory condition, the substructure was classified as being in imminent failure. The bridge remains closed to vehicular traffic but is currently open to bicycles and pedestrians.

Tanhouse Creek Bridge was constructed in 1970 and rehabilitated in 1992. It was last inspected by MDOT-SHA on September 10, 2024, receiving an overall rating of 53.2 (Deck – satisfactory; Superstructure and Substructure – fair). Inspections are performed annually and include a visual underside review by boat and waders.

Please let me know if there are any questions.

Attachments

CC: Kim Reynolds
Kevin Lynch

Worcester County



2025 ANNUAL AND UNDERWATER BRIDGE INSPECTION REPORT
August 6, 2025



BRIDGE NO. WO0202001
BAYSIDE ROAD
OVER
TANHOUSE CREEK

Prepared by



Worcester County

2025 ANNUAL AND UNDERWATER BRIDGE INSPECTION REPORT

BRIDGE NO. WO0202001

BAYSIDE ROAD

OVER

TANHOUSE CREEK

Prepared by



A handwritten signature in black ink, appearing to read 'Wesley Young', is written over a horizontal line.

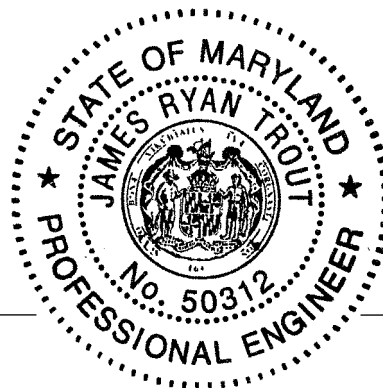
Inspection Team Leader: Wesley Young, P.E

8/28/2025

Date

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Professional Engineer: James Trout, PE



8/28/2025

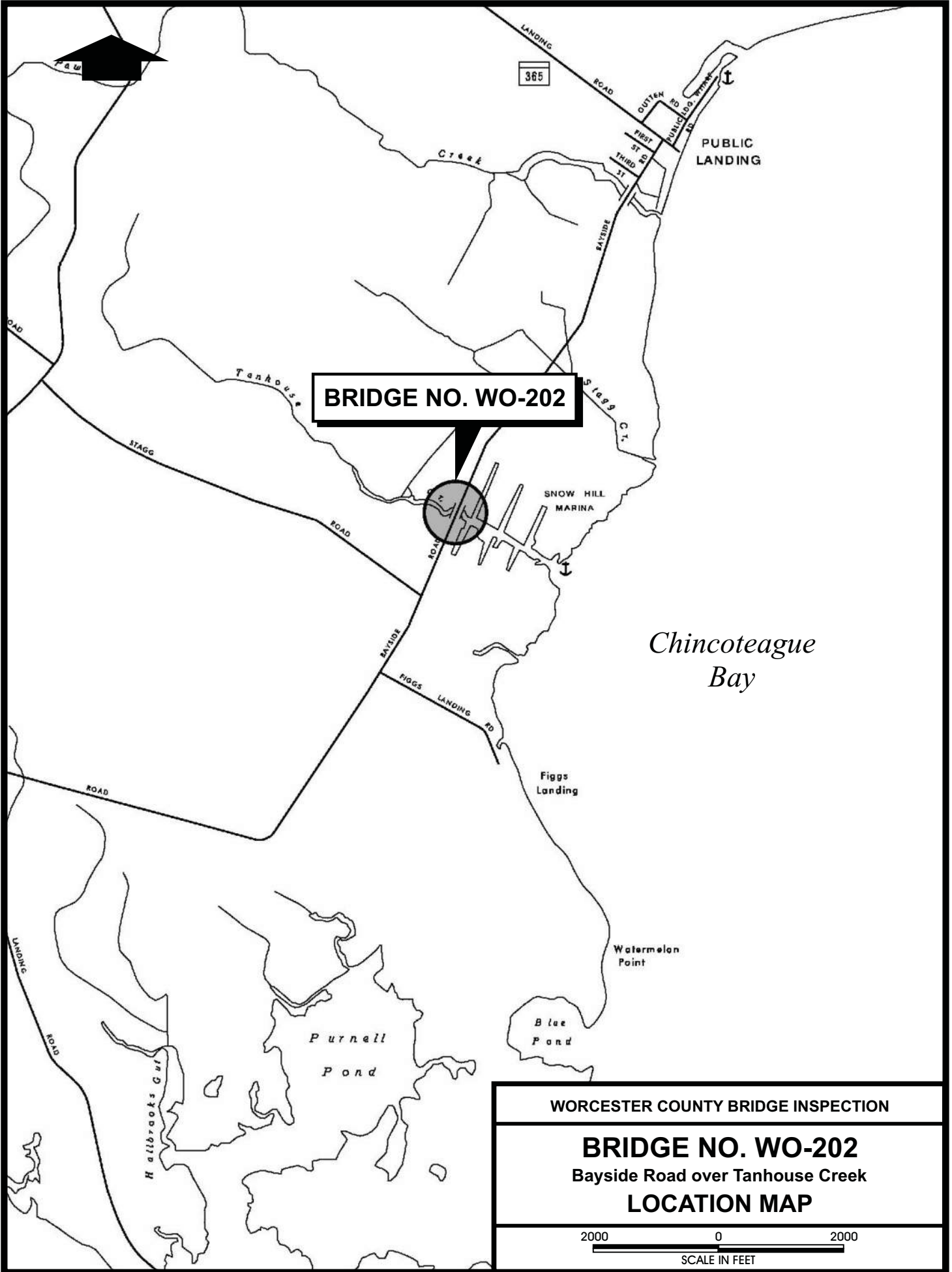
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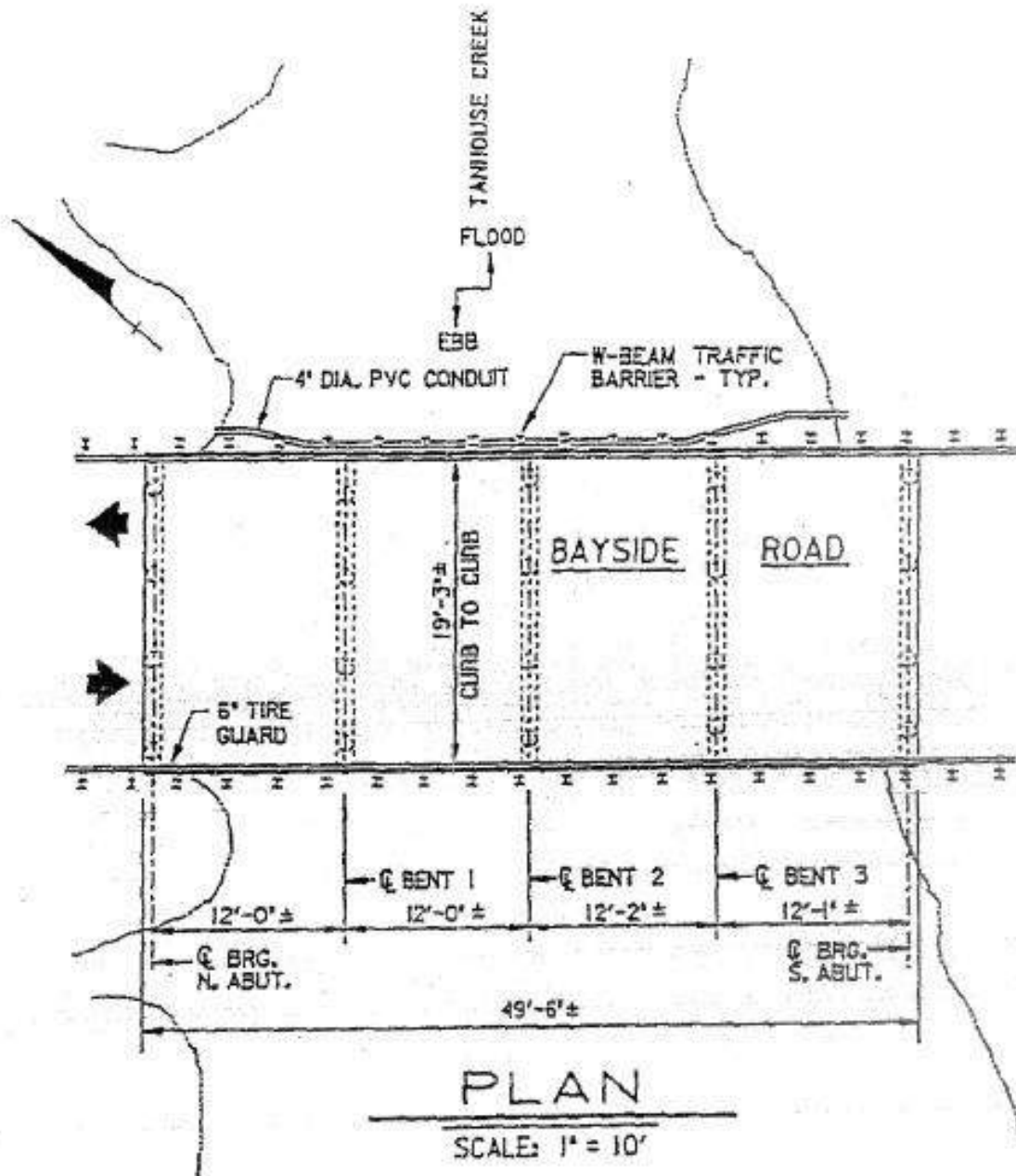
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the laws of the State of Maryland. License No.: 50312 Expiration Date: December 20, 2026

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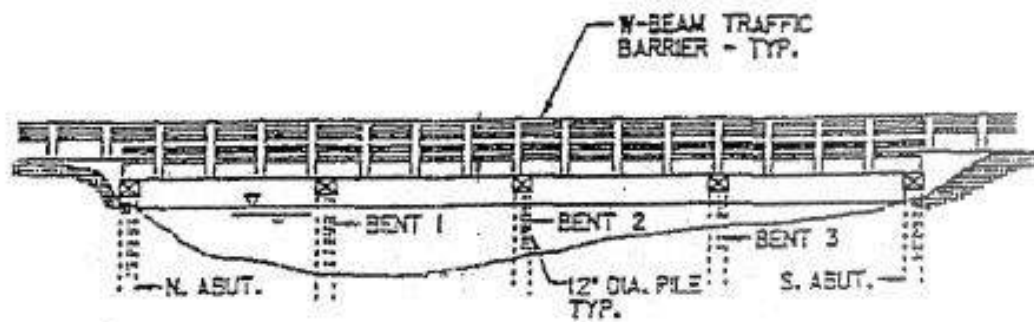
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WORCESTER COUNTY ENGINEERING DEPARTMENT

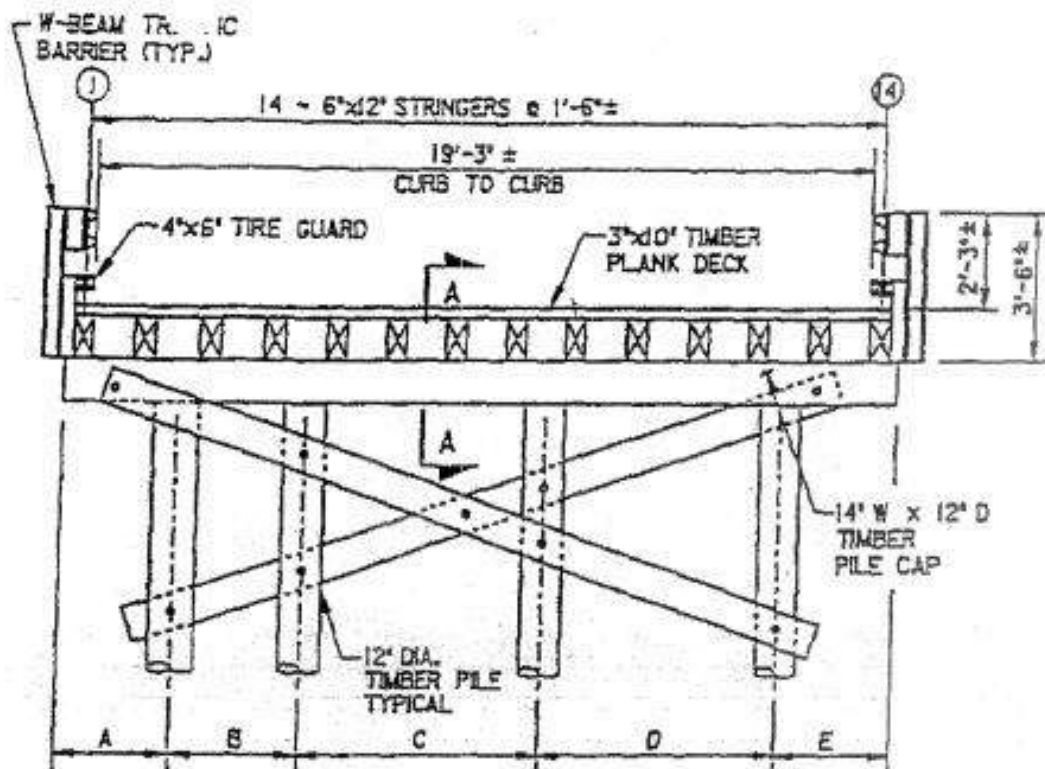
BRIDGE NO. WO-202
BAYSIDE ROAD OVER TANHOUSE CREEK
PLAN



WEST ELEVATION

WORCESTER COUNTY ENGINEERING DEPARTMENT

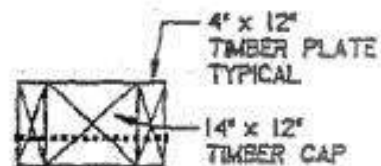
BRIDGE NO. WO-202
BAYSIDE ROAD OVER TANHOUSE CREEK
ELEVATION



TYPICAL SECTION

(LOOKING NORTH)

SCALE: $\frac{1}{4}" = 1'-0"$



SECTION A-A

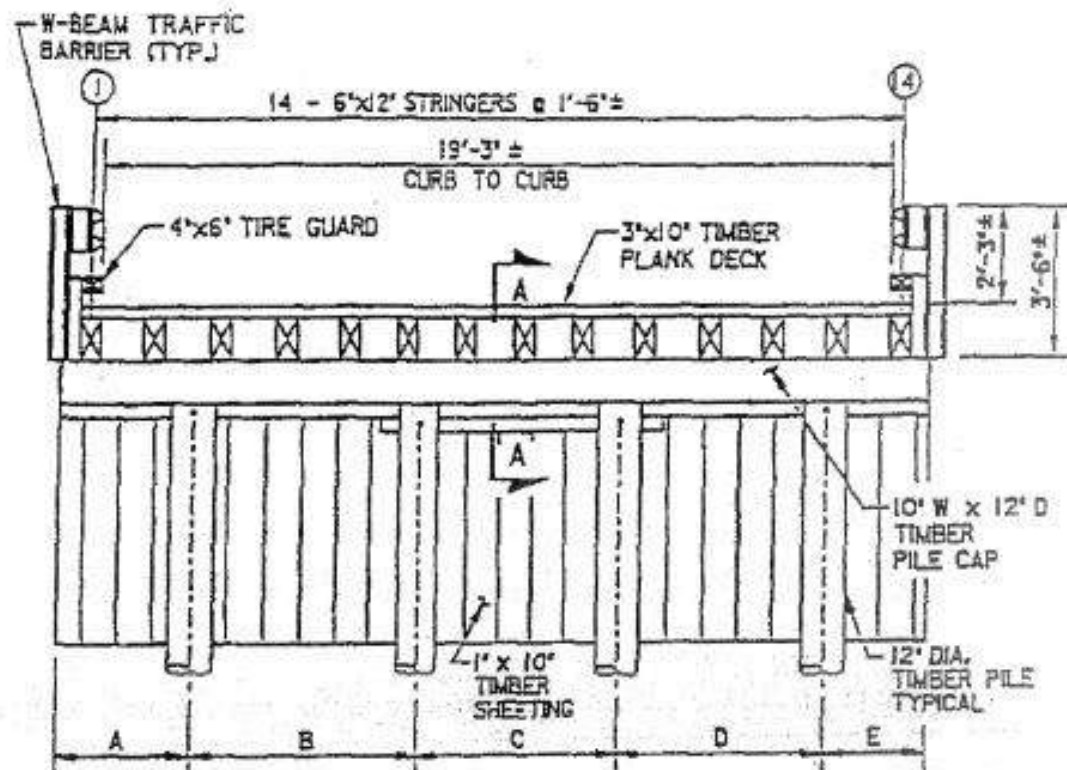
LOCATION	A	B	C	D	E
PILE BENT 1	2.60'	2.92'	4.50'	4.50'	2.83'
PILE BENT 2	2.70'	3.00'	6.00'	5.83'	2.83'
PILE BENT 3	3.10'	4.00'	5.42'	5.33'	2.92'

WORCESTER COUNTY ENGINEERING DEPARTMENT

BRIDGE NO. WO-202

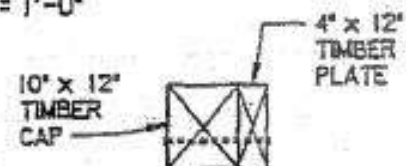
BAYSIDE ROAD OVER TANHOUSE CREEK

TYPICAL SECTION



SECTION @ ABUTMENT

(LOOKING NORTH)
SCALE: $\frac{1}{4}" = 1'-0"$



SECTION A-A

LOCATION	A	B	C	D	E
N. ABUTMENT	3.10'	5.42'	5.10'	4.83'	2.42'
S. ABUTMENT	2.42'	4.70'	5.50'	5.42'	2.42'

WORCESTER COUNTY ENGINEERING DEPARTMENT

BRIDGE NO. WO-202
BAYSIDE ROAD OVER TANHOUSE CREEK

SECTION AT ABUTMENT

Report Summary

Structure Number: WO0202001

Bridge Description

Bridge No. WO0202001 is a simply-supported four-span timber beam bridge built in 1970 and rehabilitated in 1992 that carries two (2) lanes of traffic, one (1) in the Northbound and one (1) in the Southbound direction. The overall bridge length is 49'-6"±. The superstructure consists of 14 longitudinal timber stringers supporting a timber plank deck. The bridge railing consists of W-beam railing with steel posts and timber curbs. The superstructure is supported by three (3) timber pile bent piers and two (2) timber pile bent abutments. The out-to-out bridge width is 21'-6"±, with a 19'-3"± clear roadway width. The structure is not skewed. The traffic barrier system consists of continuous steel W-beams. Refer to general purpose Photos 1 through 6.

Tanhouse Creek floods to the west and ebbs to the east. The streambed consists of silt and mud.

The North and South Approaches are fairly level. Sight distance is adequate, and no speed reduction is required. There are W-beam traffic barriers along the approaches and are continuous across the bridge. Bridge object markers are in place on the approaches.

The bridge is currently posted for 20,000-lb Single Unit Vehicles and 49,000-lb Combination Unit Vehicles. The bridge is posted for Operating Rating and is on a 12-month increased inspection frequency.

BRIDGE SKETCHES NOTE: The bridge sketches included in this report were previously prepared by others and reproduced herein. No responsibility is accepted by Johnson, Mirmiran & Thompson, Inc. for their accuracy or completeness.

Inspection Access

Bridge No. WO0202001 was inspected by Johnson, Mirmiran and Thompson, Inc. on August 6, 2025. The Routine and Underwater (UWI) Inspections were completed during this inspection cycle and moved up from September to August as part of an Emergency Inspection requested by Worcester County.

The bridge is currently closed to traffic due to the ongoing repairs that involved replacing timber deck planks with significant deterioration. While performing deck repairs, the maintenance crew reported advanced deterioration in the ends of the timber stringers. An Emergency Inspection was requested by the County to investigate the severity and extent of the deterioration. The Superintendent of Worcester County Public Works, Kevin Lynch, was on-site during the Emergency Inspection. Due to significant defects observed throughout the exposed pile bent caps (North Abutment, South Abutment, and Bent 1), it was recommended (on-site) to Mr. Lynch that the bridge remain closed until additional repairs are completed. A follow-up email was sent on August 22, 2025, with supporting documentation reinforcing the recommendation.

Diving equipment was used to access this structure.

The numbering convention for reporting purposes is from the north and the west. Approach traffic barrier posts are numbered from the bridge (unless otherwise noted).

Overall, the bridge is in poor condition, and it is recommended that the bridge remain closed to traffic. The following is a summary of the bridge inspection findings. For a detailed description of the condition of each bridge element, refer to the 'Elements' and '2025 UWI Sketches' sections of this report.

Deck

The deck is in fair condition (Photo 7).

1. The timber deck exhibits up to 1/2" wide checks, splintering, and weathering throughout the planks (Photo 8).

There are bent and protruding nails in isolated locations throughout. There are remnants of a previous tar and chip seal wearing surface on the shoulders. There are typical 1/4" to 3/4" pick penetrations with random areas of decay with up to 1" pick penetrations. There is a 3'-0" long x 3" wide x 1/2" deep gouge near the center of Planks 29 through 31. Planks 36 and 37 are loose. Planks 49 through 57 each exhibit a gouge (6'-9" long x 8" wide x 1/2" deep) near the center of the roadway.

Planks 1 through 18, and 60 (at the South Abutment) have been removed as part of the deck repairs (Photo 9). Planks 23 through 26, 31, and 59 have been replaced as part of the deck repairs (Photo 10).

2. The timber curbs exhibit splits, splintering, checks (up to 1/8" wide), and up to 1/2" deep pick penetrations scattered throughout. The curbs exhibit splits at several hardware connections, some of which expose bolt shafts. There are numerous curb to riser connection bolts missing. The East Curb exhibits an 11" long x full-height (4") x 2" deep splinter between Posts 8 and 9. There is a 3'-0" long area of splintering and decay in the south end of the West Curb and north end of the East Curb. Between Posts 9 and 10, the West Curb exhibits a split (2'-8" long x full-depth x 1/4" wide) with an associated full width transverse fracture and an exposed connection bolt at Post 9 (Photo 11).

3. There is a PVC conduit attached to the east side of the bridge that exhibits a broken bracket at Bent Cap 2.

Superstructure

The superstructure is in fair condition.

1. The timber beams exhibit random horizontal checks (up to 10'-0" long x up to 1/8" wide) scattered throughout. There are isolated areas of rot in the ends of beams with up to full pick penetration.

The top faces of the beams in Span 1, Span 2 at Pier 1, and Span 4 at the South Abutment were visible during this inspection due to the removed deck planks.

Span 1: At the North Abutment, Beams 4 through 8, and 10 exhibit severe rot (up to 1'-6" long x full-height x full-width) with section loss (up to 2" deep) in the top and north face (Photo 12). Beams 5 through 7 and 10 exhibit evidence of crushing with bulging and horizontal checks/splinters (up to 2'-0" long) in the vertical faces at the locations of severe rot at the North Abutment (Photo 13 and 14). There is a full-length x up to 1/4" wide check with up to 1" pick penetration in the west face of Beam 13 (Photo 15). At Pier 1, Beams 4 and 5, and 8 through 10 exhibit severe rot (up to 2'-0" long x full-width) with up to 3/4" deep pick penetration in the top face.

Span 2: At Pier 1, Beams 4 through 7 exhibit severe rot (up to 2'-0" long x full-width) with up to 1 3/4" deep pick penetrations in the top face (Photo 16).

Span 3: At Pier 3, Beams 2 through 13 exhibit moderate rot with up to 1/2" deep pick penetration in the top face.

Span 4: At Pier 3, Beams 2 through 13 exhibit moderate rot with up to 1/2" deep pick penetration in the top face. At the South Abutment, Beams 4 through 11 exhibit severe rot (up to 1'-0" long x full-height x full-width) with section loss (up to 2" deep) in the top and north faces (Photo 17). Beams 4 and 9 exhibit evidence of crushing (potential failure) with bulging and horizontal checks/splinters (up to 1'-6" long) in the vertical faces at the locations of severe rot at the South Abutment.

The defects in the top face of the beams and bent caps were discovered when the deck planks were removed during construction. The top face of beams and caps at Bents 2 and 3 may exhibit similar deterioration, but were not visible at the time of the inspection.

Non-redundant Steel Tension Members

This structure does not contain NSTM members.

Substructure

The substructure is in imminent failure condition.

1. The timber abutments exhibit hollow-sounding areas due to rot throughout the caps. The connection hardware exhibits minor surface corrosion throughout. The deterioration is typically more severe at the piles.

The top faces of the abutment pile caps were visible from the topside during this inspection due to the removed deck planks.

North Abutment: The interior face of the pile cap has previously been retrofitted with a sister board that exhibits minor checks scattered throughout. The pile cap exhibits hollow sounding areas with severe rot and up to 1/2" deep pick penetrations throughout with areas of up to 90% section loss inside the cap adjacent to and/or at the piles (Photo 18). There is an area of severe rot with section loss (2'-0" long x up to full-width x full-depth) with a full-depth hole in the top face of the cap between Beams 3 and 4, adjacent to Pile 1. There is an area of severe rot with section loss (4'-0" long x up to full-width x full-depth) with full-depth holes in the top face of the cap between Beams 6 and 8, at Pile 2 (Photo 19). There is an area of severe rot with section loss (8'-0" long x up to full-width x full-depth) with full-depth holes in the top face of the cap between Beams 10 and 14, adjacent to Pile 3 and at Pile 4 (Photo 20). These areas of severe rot with section loss are at the piles, resulting in the sister board being the primary load-carrying member for the cap.

South Abutment: The pile cap exhibits minor checks (up to 1/16" wide) scattered throughout. The cap exhibits hollow-sounding areas (full-height x full-width) with surface rot throughout and up to 1/2" deep pick penetrations in the top face. The north face of the cap (timber plate) exhibits an area of checks (up to 3'-0" long) below the hardware at Pile 3 (Photo 21). The cap exhibits evidence of movement (north) with a gap between the cap and the backwall that is 7/8" wide at the west end and up to 3 3/8" wide at the east end (Photo 22). There is a vertical differential (1/2") between the top of the beams and the backwall (beams higher) along the length of the abutment (Photo 23).

2. The timber piles exhibit up to 1/8" wide checks and hollow-sounding scattered areas throughout (Photo 24). There are typical pick penetrations of 1/4" deep and up to 1/2" marine growth. The hardware on the piles exhibits severe corrosion with up to 30% section loss. There are a few, up to 1/16" to 1/8" wide, gaps between the piles and caps at the piers, resulting in up to 30% loss of bearing. There are old piles present in Spans 1 and 4.

North Abutment: The piles exhibit a full-circumference, hollow-sounding area with surface rot starting at the cap that extends below the mud line. There are minor checks in the top of Pile 1. Pile 4 exhibits a gap/void (2 1/2" wide x 1/2" high x 2" deep) between the top of the pile and the cap due to crushing of the south edge, resulting in approximately 15% loss of bearing (Photo 25).

Bent 1: Pile 1 exhibits checks (up to 1/2" wide x 1'-3" high x 3" deep) throughout and a hollow-sounding area (10" high x full-circumference) with surface rot at the waterline. Pile 3 exhibits a check (6" high x 1/8" wide) in the south face at the waterline and a hollow-sounding area (1'-0" high x full-circumference) in the top. There is a gap between the top of Pile 4 and the bottom of the cap due to pile movement (west), resulting in approximately 20% loss of bearing (Photo 26). Pile 4 exhibits a full-circumference hollow sounding area with surface rot starting at the waterline and extending below the mud line.

Bent 2: Piles 1 and 2 exhibit full-circumference hollow-sounding areas starting at the cap and extending below the mud line. The south face of Pile 1 exhibits a check (1" high x 2 1/2" deep x 1/8" wide) at the waterline. There is a gap (10" long x 3" wide x 1" deep) between the top of Pile 2 and the bottom of the cap due to crushing and pile movement (west), resulting in approximately 30% loss of bearing (Photo 27). There is a check (3/8" wide x 3" high x 1" deep) in the top of the east face of Pile 4. Pile 4 exhibits a full-circumference hollow sounding area (6" high x full-width) with surface rot in the top.

Bent 3: Pile 1 exhibits a full-circumference hollow sounding area with core rot starting at the cap and extending below the mud line. Pile 1 exhibits an area of crushing in the top of the east face with 3" deep pick penetration and a splinter (3" high x 1/8" deep) extending down from the cap (Photo 28). The cross-bracing has been removed between Piles 3 and 4. Pile 4 exhibits minor surface rot throughout.

South Abutment: Pile 1 exhibits a full-circumference hollow sounding area with surface rot starting at the cap and extending below the mud line. Pile 1 exhibits an area of crushing in the top of the north face with 2 1/2" deep pick penetration and approximately 25% loss of bearing (Photo 29). Pile 4 exhibits minor surface rot throughout. Pile 4 exhibits a full-circumference hollow sounding area with surface rot extending 3" above the mud line.

3. The timber bent caps (Photo 30) exhibit hollow-sounding areas with surface rot throughout with the worst deterioration at the piles. The bent caps have previously been retrofitted with sister boards on the vertical faces. There are up to 10" long x 2" wide x 1 1/2" high shakes and checks throughout with up to 2" pick penetration in the west ends of the caps. There is minor to moderate surface rust and delamination in the connection hardware.

The top face of the cap at Bent 1 was visible from the topside at the time of the inspection due to the removed deck planks. The top face of the cap at Bents 2 and 3 was not visible at the time of the inspection.

Bent 1: There is corrosion with up to 40% section loss in the hardware. The pile cap exhibits hollow-sounding areas with severe rot and up to 1/2" deep pick penetrations throughout with areas of up to 75% section loss inside the cap adjacent to and/or at the piles. There is an area of severe rot with section loss (1'-0" long x up to full-width x full-depth) and a full-depth hole in the top face of the cap between Beams 2 and 3, adjacent to Pile 1 (Photo 31). There is an area of severe rot with section loss (3'-0" long x up to full-width x full-depth) and full-depth holes in the top face of the cap between Beams 6 and 8, at Pile 2 (Photo 32). These areas of severe rot with section loss are at the piles, resulting in the sister board being the primary load-carrying member for the cap.

Bent 2: The west face of the cap exhibits rot with up to 3" deep pick penetration. The cap exhibits hollow-sounding areas (up to 2'-0" long x full-height x full-width) with surface rot at Piles 1 and 4. The cap exhibits hollow-sounding areas (up to 2'-0" long x full-height x full-width) with core rot at Pile 3. The east end of the cap exhibits a splinter (6" long x 2 1/2" wide) in the bottom edge (Photo 33).

Bent 3: The west face of the cap exhibits an area of rot (0.5 SF) with 1/2" deep pick penetration and 3/4" wide splinters in the bottom face (Photo 34). The cap exhibits hollow-sounding areas (up to 2'-0" long x full-height x full-width) with surface rot at Piles 1 and 3.

The defects in the top face of the beams and bent caps were discovered when the deck planks were removed during construction. The top face of beams and caps at Bents 2 and 3 may exhibit similar deterioration, but were not visible at the time of the inspection.

Channel and Channel Protection

The channel is in good condition.

1. Tanhouse Creek has tidal flow at the bridge that floods to the west and ebbs to the east. The channel alignment is perpendicular to the bridge. The bridge is a low-level bridge with only 1'-2" of clearance between the superstructure and the water at the time of the inspection. The streambed consists of soft mud and silt up to 1'-0" deep. The stream banks are well vegetated. Class I riprap is in place on the Northeast and Southeast Embankments.

Review of Scour Condition and Vulnerability

Comparing the current sounding to the 1996 base year sounding and the previous sounding recorded in 2024, the streambed elevation is essentially the same. The old SI&A Item 113 rating was "5A". The new SNBI Item B.C.11 rating is "6", indicating widespread minor or isolated moderate defects. Item B.AP.03 rating is "A", indicating a scour appraisal has been completed and the bridge is determined to be stable for scour. Item B.AP.04 rating is "0", indicating a scour Plan of Action (POA) is not required. Based on the observed conditions, these ratings are still valid and do not require reevaluation.

Approach Roadways

The approach roadway pavement is in good condition.

1. The asphalt pavement on the approaches exhibits up to 1/8" wide map cracking with edge chipping throughout (Photo 35). There is a 1/16" wide x 4'-0" long transverse crack in the North Approach Transition. There is a full-width x up to 8" long asphalt patch that is up to 1/2" higher than the deck planks at the South Approach Transition.

2. The Northeast Embankment exhibits an area of erosion (2'-0" long x 2'-6" wide x 1'-6" high) at the abutment, exposing a 10" high x 9" wide area of the back face of the backwall.

3. Bridge object markers are in place on the approaches. The object markers are set to a substandard height and exhibit cracks and fading.

The bridge is currently posted for 20,000-lb Single Unit Vehicles and 49,000-lb Combination Unit Vehicles. Load posting signs are in place at the bridge (Photos 36 and 37). Advance posting signs are in place at the intersection with Public Landing Road on the North Approach (Photo 38) and at the intersection with Stagg Road on the South Approach (Photo 39). The posting signs at the bridge have been replaced since the previous inspection.

The bridge is currently closed to traffic for deck repairs and there are temporary "Road Closed" signs with traffic barrels on the approaches (Photo 40). There are also temporary "Road Closed Ahead" signs at the intersection with Public Landing Road on the North Approach and at the intersection with Stagg Road on the South Approach. Temporary detour signs are in place along the detour route.

Traffic Barriers

The traffic barriers are in satisfactory condition.

1. The steel W-beam bridge railings are double nested and set to a substandard height of 27". There are minor scrapes scattered throughout. The railing connection hardware exhibits minor corrosion throughout. The W-beam is disconnected from Posts 1 through 8 along the East Railing and Posts 1 through 7 along the West Railing as part of the deck repairs (Photo 41). There are two (2) thru-bolts connecting the traffic barrier posts to the timber beams.

West Bridge Railing: The curb and beam to post connections exhibit one (1) missing bolt at Post 1, one (1) missing bolt at Post 3, and one (1) missing bottom bolt at Posts 5 through 16.

East Bridge Railing: The curb and beam to post connections exhibit one (1) missing bolt at Post 3 and a missing bottom bolt at Post 2, and Posts 5 through 16. There is a loose thru bolt connecting the traffic barrier posts to the timber beam at Post 1. The W-beam splice at Post 1 exhibits one (1) loose and one (1) missing bolt (Photo 42). The W-beam splice at Post 9 is missing four (4) of eight (8) splice bolts and is detached from the post.

2. The approach traffic barriers consist of steel W-beam supported by steel posts. The approach traffic barriers are single nested and stiffened with reduced post spacing. The traffic barriers are set to a substandard height. The W-beam is continuous across the bridge. The Northwest, Northeast, and Southwest Traffic barriers are parallel with the roadway and terminate with a flared and turned-down end treatment (Type-G). The Southeast Traffic Barrier is parallel with the roadway and then turns back along a parking lot entrance with a blunt end and cable anchorage end treatment (Type-L). There is minor impact damage along both the North Approach end treatments. There is a 1" long x 1/2" high tear due to impact damage in the Northwest Approach Traffic Barrier End Treatment (Photo 43). Post 5 along the Southeast Traffic Barrier is leaning north.

Comparison to Previous Inspection

The 2024 Annual Bridge Inspection and 2021 Underwater Inspection Reports were available and used for comparison purposes. The condition of the structure is essentially the same as described in the prior report, except as noted below:

The following defects have progressed since the previous inspection:

- The general deterioration of the deck planks has increased slightly.
- The deterioration in the bent caps and piles at the piers and abutments has significantly increased.
- The rot in the beams has increased.

New defects noted in the current inspection:

- There is up to 1/8" wide map cracking with edge chipping in the approach roadways.

- There is an area of erosion exposing the abutment backwall on the Northeast Embankment.
- Deck Planks 1 through 18 and 60 have been removed as part of the deck repairs.
- There is a gouge in Deck Planks 49 through 57.
- Deck Planks 36 and 37 are loose.
- The W-beam to post connection bolts have been removed at Posts 1 through 8 along the East Railing and Posts 1 through 7 along the West Railing as part of the deck repairs.
- The East Railing splice at Post 9 is missing splice bolts and is detached from the post.
- There is a split with a transverse fracture in the West Curb, between Posts 9 and 10.
- The timber beams at the abutments typically exhibit severe rot with section loss and evidence of crushing.
- There is rot with up to 1 3/4" deep pick penetrations in the top face of the beams at Piers 1 and 3.
- There are hollow-sounding areas and severe rot in the bent caps at the North Abutment and Bent 1, with areas of up to 90% section loss adjacent to and/or at the piles.
- The South Abutment Bent Cap shows evidence of movement (north) and should be monitored going forward.
- There are additional piles with hollow-sounding areas.
- Pile 4 at the North Abutment exhibits a gap between the cap and pile due to crushing, resulting in approximately 15% bearing loss.
- Pile 4 at Bent 1 and Pile 2 at Bent 2 exhibit a gap between the cap and pile due to lateral movement of the pile, resulting in approximately 30% bearing loss.
- There is a check in the south face of Pile 1 at Bent 2.
- There is a shake in the east face of Bent Cap 2.
- The top of Pile 1 at Bent 3 exhibits an area of crushing with an associated split.
- There is an area of crushing at the top of Pile 1 at the South Abutment, resulting in approximately 25% bearing loss.

Repairs made since the previous inspection:

- Planks 23 through 26, 31, and 59 have been replaced as part of the deck repairs.
- The Load Posting signs at the bridge have been separated from the object markers and replaced.

Studies and Additional Recommendations

1. JMT recommends removing deck planks above Bent 2 and Bent 3 to evaluate the cap at these locations, from the topside.
2. JMT recommends resistance drilling (via Resistograph) or coring to further evaluate the piles exhibiting full-circumference hollow-sounding areas.

Load Rating Summary

The as-inspected condition of the structural elements indicates section loss in the timber beams and bent caps that is not accounted for in the current load rating calculations. Therefore, it is recommended that new load rating calculations be performed for the as-inspected condition. The load ratings presented in the calculations have been reproduced herein. These ratings have not been checked and no responsibility is accepted by Johnson, Mirmiran & Thompson, Inc. for their accuracy or completeness.

<u>Vehicle</u>	<u>Gross Vehicle Weight</u>	<u>Inventory</u>	<u>Operating</u>
HL-93	36 tons		
H-15	15 tons	075	100
T-4	35 tons	140	195
HS-20	36 tons	205	280
T-3S2	40 tons	185	245
150K	75 tons	250	345
90K Permit	45 tons	180	250
90K Mobile Crane	45 tons	165	225
90K Cargo	45 tons	225	305
80K Cargo	40 tons	245	325
120K Vehicle	60 tons	240	330
108K Mobile Crane	54 tons	180	250
120K Mobile Crane	60 tons	225	310

Notes

Per GPM SI-12-05(4) the structure is required to be on a 12-month increased inspection frequency.

Per GPM SI-12-21(4) the load rating analysis indicates that the Operating Rating of any Maryland legal load vehicles is less than the vehicle weight, a weight restriction must be implemented accordingly. The recommended posting is as follows:

Posting for Inventory

15,000 lbs GVW for Single Unit Vehicles

37,000 lbs GVW for Combination Unit Vehicles

Posting for Operating

20,000 lbs GVW for Single Unit Vehicles

49,000 lbs GVW for Combination Unit Vehicles

The bridge is currently posted for 20,000-lb Single Unit Vehicles and 49,000-lb Combination Unit Vehicles. Based on the above ratings, the bridge shall remain on a 12-month inspection cycle.

Based on the condition of the bent caps, it is recommended that the bridge remain closed until an in-depth analysis is performed or additional repairs are completed.

Repair Recommendations and Cost Estimate:

Repair Recommendations	Item Code	Priority	Unit	Quantity	Unit Cost	Total Cost
Immediate						
Replace the timber beams.	SUP8	1	LS	1	\$110000	\$110000
Replace the timber bent caps at the abutments and the piers.	SUB22	1	LS	1	\$50000	\$50000
Retrofit/Replace the severely deteriorated piles	SUB22	1	LS	1	\$100000	\$100000
Perform new load rating analysis for the bridge.	G1	1	LS	1	\$5000	\$5000
Install approach traffic barriers that meet current AASHTO standards.	R8	1	LF	200	\$100	\$20000
Install bridge object markers that meet current standards.	R12	1	EA	4	\$250	\$1000
Install bridge railings that meet current AASHTO standards.	R23	1	LF	100	\$300	\$30000
Subtotal for Immediate:						\$316000
Priority						
Replace the bridge.	REP1	2	LS	1	\$350000	\$350000
Replace the missing and loose bridge railing hardware.	R19	2	LS	1	\$500	\$500
Replace timber deck planks with severe deterioration or are missing.	D10	2	EA	50	\$150	\$7500
Replace timber curbs.	D14	2	LF	100	\$75	\$7500
Replace hardware in Span 1 on East and West Bridge Rail.	R19	2	LS	1	\$3200	\$3200
Subtotal for Priority:						\$368700
Routine						
Replace hardware on the cross-bracing with section loss.	SUB22	3	LS	1	\$1500	\$1500

ITEM 14

Repair Recommendations and Cost Estimate:

Repair Recommendations	Item Code	Priority	Unit	Quantity	Unit Cost	Total Cost
Fix broken bracket for PVC conduit attached on the east side of the bridge at midspan.	SUB22	3	EA	1	\$750	\$750
Replace or hammer down bent and protruding nails in the deck plank.	D15	3	LS	1	\$500	\$500
Seal the cracks in the approach roadways.	R4	3	LF	150	\$25	\$3750
Repair the area of erosion on the Northeast Embankment.	R18	3		1	\$750	\$750
Subtotal for Routine:						\$7250
Repair Recommendations Total:						\$691950

2025 BRIDGE INSPECTION REPORT

**BRIDGE WO0202001
BAYSIDE ROAD
OVER
TANHOUSE CREEK**

COMPLETED REPAIRS

DATE	MEMBER	REPAIR
09/15/2018	Signs	Revise Bridge Posting Signs
08/06/2025	Signs	Install Bridge Posting Signs Replaced posting signs.
08/06/2025	Deck	Replace Timber Planks Planks 23 through 26, 31, and 59 have been replaced.

PHOTOGRAPHS

Structure Number: WO0202001

ITEM 14

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 1

08/06/2025



North Approach (Looking South).

Photo 2

08/06/2025



South Approach (Looking North).

PHOTOGRAPHS

Structure Number: WO0202001 **ITEM 14**

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 3

08/06/2025



West (Flood) Elevation.

Photo 4

08/06/2025



East (Ebb) Elevation.

PHOTOGRAPHS

Structure Number: WO0202001 **ITEM 14**

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 5

08/06/2025



Looking West (Flood).

Photo 6

08/06/2025



Looking East (Ebb).

PHOTOGRAPHS

Structure Number: WO0202001 **ITEM 14**

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 7

08/06/2025



Typical deck, looking northeast.

Photo 8

08/06/2025



Typical checks, splintering, and weathering in the deck planks (Planks 27 through 29 in the Northbound Lane shown, looking southwest).

PHOTOGRAPHS

Structure Number: WO0202001 **ITEM 14**

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 9

08/06/2025



Planks 1 through 18 removed during deck repairs, looking northeast.

Photo 10

08/06/2025



Planks 23 through 26 and 31 replaced in the deck, looking northeast.

PHOTOGRAPHS

Structure Number: WO0202001 **ITEM 14**

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 11

08/06/2025



Split with an associated transverse fracture in the West Curb between Posts 9 and 10, looking west.

Photo 12

08/06/2025



Severe rot with section loss in Beams 5 through 10 in Span 1 at the North Abutment, looking east.

PHOTOGRAPHS

Structure Number: WO0202001 **ITEM 14**

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 13

08/06/2025



Rot, splinters, and section loss in the east face of Beam 7 in Span 1, at the North Abutment, looking west.

Photo 14

08/06/2025



Evidence of crushing in the west face of Beam 10 in Span 1, at the North Abutment, looking east.

PHOTOGRAPHS

Structure Number: WO0202001 **ITEM 14**

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 15

08/06/2025



Full length check in the west face of Beam 13 in Span 1, looking southeast.

Photo 16

08/06/2025



Typical severe rot in the top face of Beams 4 through 7 in Span 2, at Bent 1 (Beam 4 shown, looking north).

PHOTOGRAPHS

Structure Number: WO0202001 **ITEM 14**

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 17

08/06/2025



Typical severe rot with section loss in the end of Beams 4 through 11 in Span 4 at the South Abutment (Beam 5 shown, looking east).

Photo 18

08/06/2025



Severe rot with up to 90% section loss in the North Abutment Bent Cap between Piles 2 and 3.

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 19

08/06/2025



Severe rot with full depth holes in the North Abutment Bent Cap between Beams 6 and 8, looking south.

Photo 20

08/06/2025



Severe rot with full depth holes in the North Abutment Bent Cap between Beams 11 and 13, looking south.

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 21

08/06/2025



Area of checks in the north face of the South Abutment Bent Cap (timber plate) at Pile 3, looking south.

Photo 22

08/06/2025



Gap between the east end of the South Abutment Bent Cap and backwall due to movement (north), looking south.

PHOTOGRAPHS

Structure Number: WO0202001 **ITEM 14**

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 23

08/06/2025



Vertical offset of the beams and the backwall at the South Abutment, looking west.

Photo 24

08/06/2025



Typical check in the timber piles (Pile 1 at Bent 2 shown, looking north).

PHOTOGRAPHS

Structure Number: WO0202001 **ITEM 14**

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 25

08/06/2025



Gap/void between the top of Pile 4 and the cap at the South Abutment, with crushing of the pile and loss of bearing, looking north.

Photo 26

08/06/2025



Gap and loss of bearing between the top of Pile 4 and Bent 1 Cap due to pile movement (west), looking north.

PHOTOGRAPHS

Structure Number: WO0202001 **ITEM 14**

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 27

08/06/2025



Gap and loss of bearing between the top of Pile 2 and Bent 2 Cap due to crushing and pile movement (west), looking north.

Photo 28

08/06/2025



Area of crushing with a splinter in the top of the east face of Pile 1 at Bent 3, looking north.

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 29

08/06/2025



Area of crushing in the top of the north face of Pile 1 at the South Abutment, with loss of bearing, looking southeast.

Photo 30

08/06/2025



Typical condition of the timber bent caps (Bent 2, south face shown, looking northeast).

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 31

08/06/2025



Severe rot with full-depth holes in the Bent 1 Cap between Beams 2 and 3, looking north.

Photo 32

08/06/2025



Severe rot with full-depth holes in the Bent 1 Cap between Beams 6 and 8, looking north.

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 33

08/06/2025



Splinter in the east end of the bottom face of the Bent 2 Cap, looking west.

Photo 34

08/06/2025



Splinters in the west end of the bottom face of the Bent 3 Cap, looking east.

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 35

08/06/2025



Typical map cracking in the approach roadways (North Approach shown, looking northwest).

Photo 36

08/06/2025



North Approach load posting sign, looking south.

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 37

08/06/2025



South Approach load posting sign, looking north.

Photo 38

08/06/2025



North Approach advanced load posting sign at the intersection with Public Landing Road, looking south.

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 39

08/06/2025



South Approach advanced load posting sign at the intersection with Stagg Road, looking north.

Photo 40

08/06/2025



Road Closed sign and traffic barrels on the North Approach, looking south.

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 41

08/06/2025



Typical removed post to W-beam connection bolts (East Railing, Posts 3 through 6 shown, looking southeast).

Photo 42

08/06/2025



Missing and loose splice bolts and post connection bolt at Post 1 along the East Railing, looking east.

PHOTOGRAPHS

Structure Number: WO0202001

ITEM 14

Facility Carried: BAYSIDE ROAD

Feature Intersected: TANHOUSE CREEK

Photo 43

08/06/2025



Tear due to impact damage in the Northwest Traffic Barrier end treatment, looking west.

SOUNDING REPORT

BRIDGE: WO0202001

INSPECTION DATE: 08/06/2025

Base Sounding Date: 01/17/1996

<<<<<>>>> Flow <<<<<>>>>

1.2 CLEAR, AT SPAN 2, BEAM 14, BOTTOM OF BEAM TO WATER SURFACE.

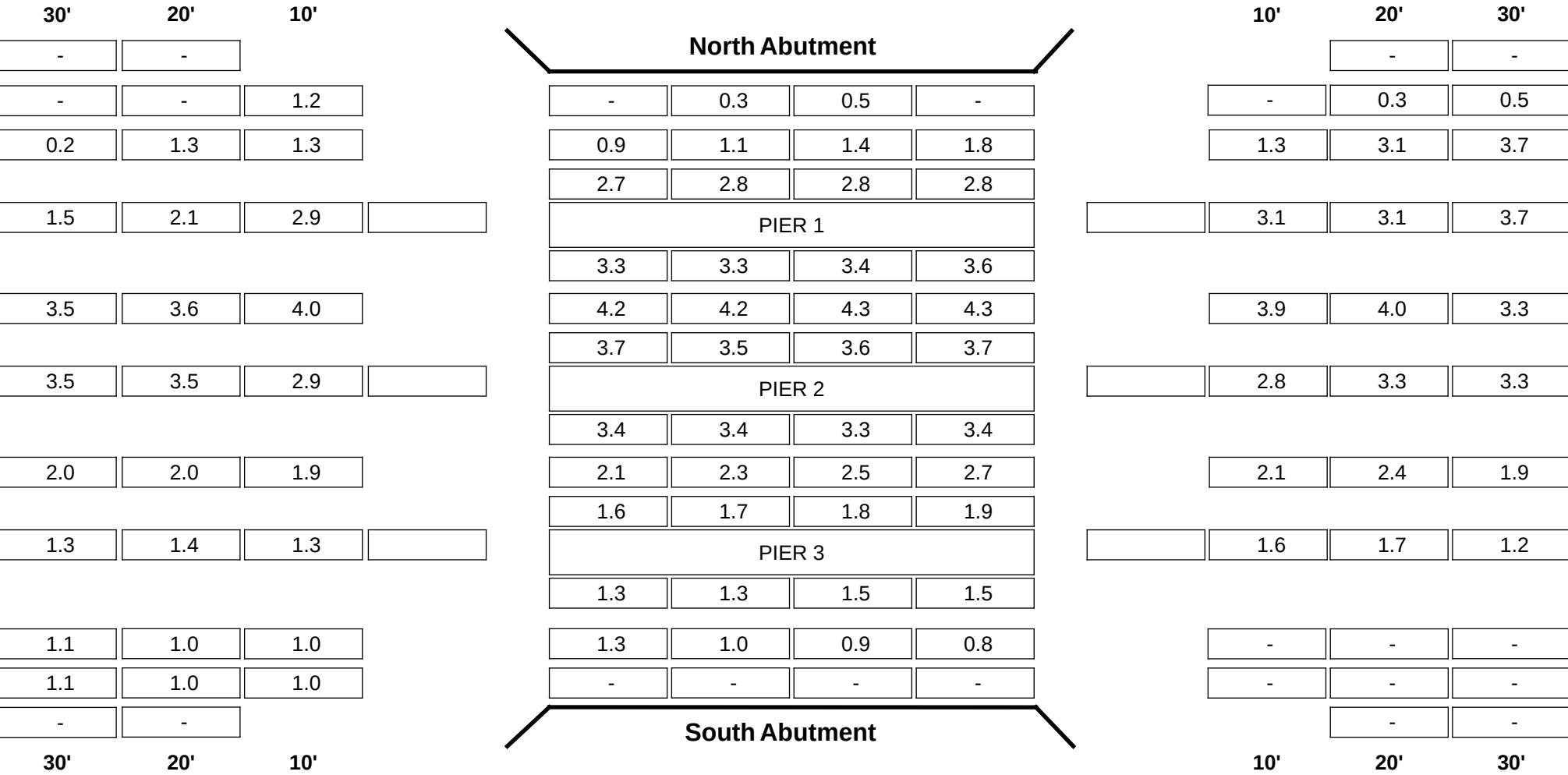
NOTES:

1. '-' INDICATES NO FLOW AT THE SOUNDING LOCATION.
2. SOUNDING TAKEN ALONG THE CENTERLINE OF THE CHANNEL.
3. STREAMBED CONSISTS OF MUD AND SILT.

30'		20'		10'		North Abutment				10'		20'		30'					
0 (+0.6)		1 (-0.4)										0 (+0.6)		0 (+0.6)					
1.9 (-1.3)		2.5 (-1.9)		2.2 (-0.4)		0.8 (-0.2)		1.2 (-0.3)		1.3 (-0.2)		0.9 (-0.3)		1.3 (-0.7)		1.4 (-0.5)		1.6 (-0.5)	
3.8 (-3)		3.8 (-1.9)		3.8 (-1.9)		1.7 (-0.2)		2.7 (-1)		3.1 (-1.1)		2.7 (-0.3)		2.7 (-0.8)		2.4 (+1.3)		2.2 (+2.1)	
						4.3 (-1)		4 (-0.6)		4.3 (-0.9)		4.3 (-0.9)							
3.9 (-1.8)		3.8 (-1.1)		3.8 (-0.3)		3.9		PIER 1				4.1		3.5 (+0.2)		3.5 (+0.2)		3.5 (+0.8)	
								4.4 (-0.5)		4.5 (-0.6)		4.5 (-0.5)		4.5 (-0.3)					
4.6 (-0.5)		4.5 (-0.3)		4.5 (+0.1)		4.5 (+0.3)		4.8 (+0)		4.9 (+0)		5 (-0.1)		4.6 (-0.1)		4.5 (+0.1)		4.5 (-0.6)	
4 (+0.1)		4 (+0.1)		3.8 (-0.3)		4.1		3.9 (+0.4)		3.6 (+0.5)		4.1 (+0.1)		4.2 (+0.1)					
								PIER 2				3.6		3.9 (-0.5)		4.1 (-0.2)		4.2 (-0.3)	
						3.2 (+0.8)		3.5 (+0.5)		3.2 (+0.7)		3 (+1)							
3.8 (-1.2)		3.5 (-0.9)		3.7 (-1.2)		3.7 (-1)		3.7 (-0.8)		3.7 (-0.6)		3.7 (-0.4)		3.7 (-1)		3.6 (-0.6)		3.3 (-0.8)	
						3 (-0.8)		3 (-0.7)		3 (-0.6)		3 (-0.5)							
3.2 (-1.3)		3 (-1)		4 (-2.1)		3.5		PIER 3				1.6		2.8 (-0.6)		0 (+2.3)		0 (+1.8)	
								3.7 (-1.8)		3 (-1.1)		3.1 (-1)		3 (-0.9)					
0 (+1.7)		0 (+1.6)		0 (+1.6)		0.6 (+1.3)		0.6 (+1)		0.7 (+0.8)		1 (+0.4)		0 (+0.6)		0 (+0.6)		0 (+0.6)	
0 (+1.7)		0 (+1.6)		0 (+1.6)		0 (+0.6)		0 (+0.6)		0 (+0.6)		0 (+0.6)		0 (+0.6)		0 (+0.6)		0 (+0.6)	
0 (+0.6)		0 (+0.6)						South Abutment						0 (+0.6)		0 (+0.6)			
30'		20'		10'						10'		20'		30'					

<<<<<>>>> Flow <<<<<>>>>

1.8 CLEAR, AT Bottom of stringers to water surface, midspan 2 Beam 14



Bridge Inspection Report Element Form

ITEM 14

Bridge No: WO0202001

Inspection Date: 08/06/2025

BAYSIDE ROAD OVER TANHOUSE CREEK

Milepoint: 0001320

(58) Deck 6

(59) Superstructure 5

(60) Substructure 5

(61) Channel 7

(62) Culvert N

Element

31 - Timber Deck

Environment	Total Quantity	Units	Condition State 1	Condition State 2	Condition State 3	Condition State 4
1 - Ben.	1064	sq. ft.	643	53	63	305

☐ Eng Req

☐ FYI

☐ District

☐ Inaccessible?

☐ Eng Comments

Deck:

The timber deck exhibits up to 1/2" wide checks, splintering, and weathering throughout the planks. There are bent and protruding nails in isolated locations throughout. There are remnants of a previous tar and chip seal wearing surface on the shoulders. There are typical 1/4" to 3/4" pick penetrations with random areas of decay with up to 1" pick penetrations (CS3 = 5%). There is a 3'-0" long x 3" wide x 1/2" deep gouge near the center of Planks 29 through 31 (CS3 = 3 SF). Planks 36 and 37 are loose. Planks 49 through 57 each exhibit a gouge (6'-9" long x 8" wide x 1/2" deep) near the center of the roadway (CS3 = 7 SF).

Planks 1 through 18, and 60 (at the South Abutment) have been removed as part of the deck repairs (CS4 = 305 SF). Planks 23 through 26, 31, and 59 have been replaced as part of the deck repairs.

The following defects have previously been repaired or the deteriorated planks have been removed: There is a 4'-2" long x 4" wide x 1/2" deep gouge at the north end of Planks 4 through 7. Planks 4 through 6 are loose. There are two (2) up to 2'-10" wide x 2" long x 1" deep shakes in Plank 11. There is a 1'-0" long x 2" wide x 3/4" deep and a 6" long x 2" wide x 1/2" deep area of rot with full pick penetration in Plank 16. There is a 6'-0" long x 4" wide x full-depth area of decay in the Southbound Lane of Plank 23. There is a 5'-0" wide x 2" long x 1 1/2" deep shake in Plank 25.

Curbs:

The timber curbs exhibit splits, splintering, checks (up to 1/8" wide), and up to 1/2" deep pick penetrations scattered throughout. The curbs exhibit splits at several hardware connections, some of which expose bolt shafts. There are numerous curb to riser connection bolts missing. The East Curb exhibits an 11" long x full-height (4") x 2" deep splinter between Posts 8 and 9. There is a 3'-0" long area of splintering and decay in the south end of the West Curb and north end of the East Curb. Between Posts 9 and 10, the West Curb exhibits a split (2'-8" long x full-depth x 1/4" wide) with an associated full-width transverse fracture and an exposed connection bolt a Post 9.

111 - Timber Open Girder/Beam

1 - Ben.	735	ft.	0	637	54	44
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☐ Eng Req

☐ FYI

☐ District

☐ Inaccessible?

☐ Eng Comments

The timber beams exhibit random horizontal checks (up to 10'-0" long x up to 1/8" wide) scattered throughout. There are isolated areas of rot in the ends of beams with up to full pick penetration.

The top faces of the beams in Span 1, Span 2 at Bent 1, and Span 4 at the South Abutment were visible during this inspection due to the removed deck planks.

Span 1: At the North Abutment, Beams 4 through 8, and 10 exhibit severe rot (up to 1'-6" long x full-height x full-width) with section loss (up to 2" deep) in the top and north face (CS4 = 12 LF). Beams 5 through 7 and 10 exhibit evidence of crushing with bulging and splinters (up to 2'-0" long) in the vertical faces at the locations of severe rot at the North Abutment. There is a full-length x up to 1/4" wide check with up to 1" pick penetration in the west face of Beam 13 (CS3 = 12 LF). At Bent 1, Beams 4 and 5, and 8 through 10 exhibit severe rot (up to 2'-0" long x full-width) with up to 3/4" deep pick penetration in the top face (CS3 = 10 LF).

Span 2: At Bent 1, Beams 4 through 7 exhibit severe rot (up to 2'-0" long x full-width) with up to 1 3/4" deep pick

Bridge Inspection Report Element Form

ITEM 14

Bridge No: **WO0202001**

Inspection Date: 08/06/2025

BAYSIDE ROAD OVER TANHOUSE CREEK

Milepoint: 0001320

(58) Deck 6

(59) Superstructure 5

(60) Substructure 5

(61) Channel 7

(62) Culvert N

penetrations in the top face (CS3 = 8 LF).

Span 3: Though deck planks were not removed at Bent 3, the inspector was able to poke through gaps between the timbers. At Bent 3, Beams 2 through 13 exhibit moderate rot with up to 1/2" deep pick penetration in the top face (CS3 = 12 LF).

Span 4: Though deck planks were not removed at Bent 3, the inspector was able to poke through gaps between the timbers. At Bent 3, Beams 2 through 13 exhibit moderate rot with up to 1/2" deep pick penetration in the top face (CS3 = 12 LF). At the South Abutment, Beams 4 through 11 exhibit severe rot (up to 1'-0" long x full-height x full-width) with section loss (up to 2" deep) in the top and north faces (CS4 = 8 LF). Beams 4 and 9 exhibit evidence of crushing with bulging and splinters (up to 1'-6" long) in the vertical faces at the locations of severe rot at the South Abutment.

The defects in the top face of the beams were discovered when the deck planks were removed during construction. The top face of beams at Bents 2 and 3 may exhibit similar deterioration, but were not visible at the time of the inspection. Though deck planks were not removed at Bent 3, the inspector was able to poke through gaps between the timbers (detailed above). Assuming interior beams at Bent 2 are in a similar condition: Span 2, Bent 2 (CS3 = 12 LF); and Span 3, Bent 2 (CS3 = 12 LF).

216 - Timber Abutment

1 - Ben.	42	ft.	0	0	28	14
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☐ Eng Req

☐ FYI

☐ District

☐ Inaccessible?

☐ Eng Comments

The timber abutments exhibit hollow-sounding areas due to rot throughout the caps. The connection hardware exhibits minor surface corrosion throughout. The deterioration is typically more severe at the piles.

The top faces of the abutment pile caps were visible from the topside during this inspection due to the removed deck planks.

North Abutment: The interior face of the pile cap has previously been retrofitted with a sister board that exhibits minor checks scattered throughout. The pile cap exhibits hollow-sounding areas with severe rot and up to 1/2" deep pick penetrations throughout (CS3 = 7 LF) with areas of up to 90% section loss inside the cap adjacent to and/or at the piles (detailed below). There is an area of severe rot with section loss (2'-0" long x up to full-width x full-depth) with a full-depth hole in the top face of the cap between Beams 3 and 4, adjacent to Pile 1 (CS4 = 2 LF). There is an area of severe rot with section loss (4'-0" long x up to full-width x full-depth) with full-depth holes in the top face of the cap between Beams 6 and 8, at Pile 2 (CS4 = 4 LF). There is an area of severe rot with section loss (8'-0" long x up to full-width x full-depth) with full-depth holes in the top face of the cap between Beams 10 and 14, adjacent to Pile 3 and at Pile 4 (CS4 = 8 LF).

South Abutment: The pile cap exhibits minor checks (up to 1/16" wide) scattered throughout. The cap exhibits hollow-sounding areas (full-height x full-width) with surface rot throughout and up to 1/2" deep pick penetrations in the top face (CS3 = 21 LF). The north face of the cap (timber plate) exhibits an area of checks (up to 3'-0" long) below the hardware at Pile 3. The cap exhibits evidence of movement (north) with a gap between the cap and the backwall that is 7/8" wide at the west end and up to 3 3/8" wide at the east end. There is a vertical differential (1/2") between the top of the beams and the backwall (beams higher) along the length of the abutment.

Refer to the "2025 UWI Sketches" for additional details.

228 - Timber Pile

1 - Ben.	20	each	0	13	4	3
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☐ Eng Req

☐ FYI

☐ District

☐ Inaccessible?

☐ Eng Comments

The timber piles exhibit up to 1/8" wide checks and hollow-sounding areas throughout. There are typical pick penetrations of 1/4" deep and up to 1/2" marine growth. The hardware on the piles exhibits severe corrosion with up to 30% section loss. There are up to 1/16" to 1/8" wide gaps between the piles and caps at the piers. There are old piles

Bridge Inspection Report Element Form

ITEM 14

Bridge No: **WO0202001**

Inspection Date: 08/06/2025

BAYSIDE ROAD OVER TANHOUSE CREEK

Milepoint: 0001320

(58) Deck 6

(59) Superstructure 5

(60) Substructure 5

(61) Channel 7

(62) Culvert N

present in Spans 1 and 4.

North Abutment: The piles exhibit full-circumference hollow-sounding area with surface rot starting at the cap that extends below the mud line. There are minor checks in the top of Pile 1. Pile 4 exhibits a gap/void (2 1/2" wide x 1/2" high x 2" deep) between the top of the pile and the cap due to crushing of the south edge, resulting in approximately 15% loss of bearing (CS3 = 1 EA).

Bent 1: Pile 1 exhibits checks (up to 1/2" wide x 1'-3" high x 3" deep) throughout and a hollow-sounding area (10" high x full-circumference) with surface rot at the waterline. Pile 3 exhibits a check (6" high x 1/8" wide) in the south face at the waterline and a hollow-sounding area (1'-0" high x full-circumference) in the top. There is a gap between the top of Pile 4 and the bottom of the cap due to movement (west), resulting in approximately 20% loss of bearing (CS3 = 1 EA). Pile 4 exhibits a full-circumference hollow sounding area with surface rot starting at the waterline and extending below the mud line.

Bent 2: Piles 1 and 2 exhibit full-circumference hollow-sounding areas starting at the cap and extending below the mud line. The south face of Pile 1 exhibits a check (1" high x 2 1/2" deep x 1/8" wide) at the waterline. There is a gap (10" long x 3" wide x 1" deep) between the top of Pile 2 and the bottom of the cap due to crushing and movement (west), resulting in approximately 30% loss of bearing (CS4 = 1 EA). There is a check (3/8" wide x 3" high x 1" deep) in the top of the east face of Pile 4 (CS3 = 1 EA). Pile 4 exhibits a full-circumference hollow sounding area (6" high x full-width) with surface rot in the top.

Bent 3: Pile 1 exhibits a full-circumference hollow-sounding area with core rot starting at the cap and extending below the mud line (CS3 = 1 EA). Pile 1 exhibits an area of crushing in the top of the east face with 3" deep pick penetration and a splinter (3" high x 1/8" deep) extending down from the cap. The cross-bracing has been removed between Piles 3 and 4. Pile 4 exhibits minor surface rot throughout.

South Abutment: Pile 1 exhibits a full-circumference hollow sounding area with surface rot starting at the cap and extending below the mud line. Pile 1 exhibits an area of crushing in the top of the north face with 2 1/2" deep pick penetration and approximately 25% loss of bearing (CS4 = 1 EA). Pile 4 exhibits minor surface rot throughout. Pile 4 exhibits a full-circumference hollow sounding area with surface rot extending 3" above the mud line.

The following previously reported defects were not observed: There is a 1/4" wide gap between the piles and the bent cap for Piles 2 through 4 at the South Abutment. The gap results in a 100% loss of bearing at Pile 2 and 80% loss of bearing at Piles 3 and 4.

Refer to the "2025 UWI Sketches" for additional details.

235 - Timber Pier Cap

1 - Ben.	63	ft.	0	34	23	6
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☐ Eng Req

☐ FYI

☐ District

☐ Inaccessible?

☐ Eng Comments

The timber bent caps exhibit hollow-sounding areas with surface rot throughout, with the worst deterioration at the piles. The bent caps have previously been retrofitted with sister boards on the vertical faces. There are up to 10" long x 2" wide x 1 1/2" high shakes and checks throughout, with up to 2" pick penetration in the west ends of the caps. There is minor to moderate surface rust and delamination in the connection hardware.

The top face of the cap at Bent 1 was visible from the topside at the time of the inspection due to the removed deck planks. The top face of the cap at Bents 2 and 3 was not visible at the time of the inspection.

Bent 1: There is corrosion with up to 40% section loss in the hardware. The pile cap exhibits hollow-sounding areas with severe rot and up to 1/2" deep pick penetrations throughout (CS3 = 17 LF) with areas of up to 75% section loss inside the cap adjacent to and/or at the piles (detailed below). There is an area of severe rot with section loss (1'-0" long x up to full-width x full-depth) and a full-depth hole in the top face of the cap between Beams 2 and 3, adjacent to Pile 1 (CS4 = 1 LF). There is an area of severe rot with section loss (3'-0" long x up to full-width x full-depth) and full-

Bridge Inspection Report Element Form

ITEM 14

Bridge No: **WO0202001**

Inspection Date: 08/06/2025

BAYSIDE ROAD OVER TANHOUSE CREEK

Milepoint: 0001320

(58) Deck 6

(59) Superstructure 5

(60) Substructure 5

(61) Channel 7

(62) Culvert N

depth holes in the top face of the cap between Beams 6 and 8, at Pile 2 (CS4 = 3 LF).

Bent 2: The west face of the cap exhibits rot with up to 3" deep pick penetration (CS3 = 1 LF). The cap exhibits hollow-sounding areas (up to 2'-0" long x full-height x full-width) with surface rot at Piles 1 and 4. The cap exhibits hollow-sounding areas (up to 2'-0" long x full-height x full-width) with core rot at Pile 3 (CS4 = 2 LF). The east end of the cap exhibits a splinter (6" long x 2 1/2" wide) in the bottom edge.

The following previously reported defect was not observed: "There is a 10" long x 3" wide x 1" deep shake at Pile 2 at the Bent Cap 2."

Bent 3: The west face of the cap exhibits an area of rot (0.5 SF) with 1/2" deep pick penetration and 3/4" wide splinters in the bottom face (CS3 = 1 LF). The cap exhibits hollow-sounding areas (up to 2'-0" long x full-height x full-width) with surface rot at Piles 1 and 3 (CS3 = 4 LF).

The defects in the top face of the bent caps were discovered when the deck planks were removed during construction. The top face of the caps at Bents 2 and 3 may exhibit similar deterioration, but were not visible at the time of the inspection.

Refer to the "2025 UWI Sketches" for additional details.

330 - Metal Bridge Railing

1 - Ben.	99	ft.	54	30	15	0
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☐ Eng Req

☐ FYI

☐ District

☐ Inaccessible?

☐ Eng Comments

The steel W-beam bridge railings are double nested and set to a substandard height of 27". There are minor scrapes scattered throughout. Railing connection hardware exhibits minor corrosion throughout. The W-beam is disconnected from Posts 1 through 8 along the East Railing and Posts 1 through 7 along the West Railing as part of the deck repairs (CS3 = 15 LF). There are two (2) thru-bolts connecting the traffic barrier posts to the timber beams.

West Bridge Railing: The curb and beam to post connections exhibit one (1) missing bolt at Post 1, one (1) missing bolt at Post 3, and one (1) missing bottom bolt at Posts 5 through 16.

East Bridge Railing: The curb and beam to post connections exhibit one (1) missing bolt at Post 3 and a missing bottom bolt at Post 2, and Posts 5 through 16. There is a loose thru-bolt connecting the traffic barrier posts to the timber beam at Post 1. The W-beam splice at Post 1 exhibits one (1) loose and one (1) missing bolt. The W-beam splice at Post 9 is missing four (4) of eight (8) splice bolts and is detached from the post.

8322 - Roadway Approach Transition

1 - Ben.	2	Each	2	0	0	0
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☐ Eng Req

☐ FYI

☐ District

☐ Inaccessible?

☐ Eng Comments

Approach Roadway: The asphalt pavement on the approaches exhibits up to 1/8" wide map cracking with edge chipping throughout. There is a 1/16" wide x 4'-0" long transverse crack in the North Approach Transition. There is a full-width x up to 8" long asphalt patch that is up to 1/2" higher than the deck planks at the South Approach Transition.

The following previously noted defect was not observed due to the timber deck repairs: "There is an up to 1 1/4" gap between the asphalt and the timber deck planks in the North Approach Transition.

Traffic Barriers: The approach traffic barriers consist of steel W-beam supported by steel posts. The approach traffic barriers are single nested and stiffened with reduced post spacing. The traffic barriers are set to a substandard height. The W-beam is continuous across the bridge. The Northwest, Northeast, and Southwest Traffic barriers are parallel with the roadway and terminate with a flared and turned-down end treatment (Type-G). The Southeast Traffic Barrier is parallel with the roadway and then turns back along a parking lot entrance with a blunt end and cable anchorage end treatment (Type-L). There is minor impact damage in both the North Approach End Treatments. There is a 1" long x

Bridge Inspection Report Element Form

ITEM 14

Bridge No: WO0202001

Inspection Date: 08/06/2025

BAYSIDE ROAD OVER TANHOUSE CREEK

Milepoint: 0001320

(58) Deck

(59) Superstructure

(60) Substructure

(61) Channel

(62) Culvert

1/2" high tear due to impact damage in the Northwest Approach Traffic Barrier End Treatment. Post 5 along the Southeast Traffic Barrier is leaning north.

Embankment: The Northeast Embankment exhibits an area of erosion (2'-0" long x 2'-6" wide x 1'-6" high) at the abutment, exposing a 10" high x 9" wide area of the back face of the backwall.

Signs: Bridge object markers are in place on the approaches. The object markers are set to a substandard height and exhibit cracks and fading.

The bridge is currently posted for 20,000-lb Single Unit Vehicles and 49,000-lb Combination Unit Vehicles. Load posting signs are in place at the bridge. Advance posting signs are in place at the intersection with Public Landing Road on the North Approach and at the intersection with Stagg Road on the South Approach. The posting signs at the bridge have been replaced since the previous inspection.

The bridge is currently closed to traffic for deck repairs, and there are temporary "Road Closed" signs with traffic barrels on the approaches. There are also temporary "Road Closed Ahead" signs at the intersection with Public Landing Road on the North Approach and at the intersection with Stagg Road on the South Approach. Temporary detour signs are in place along the detour route.

The following previously reported defect was repaired: "The object markers at the northwest and southeast corners share a pole with the load posting signs."

8340 - Utilities and OverHead Signs

1 - Ben.	0	Entire Bridge	0	0	0	0
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☐ Eng Req

☐ FYI

☐ District

☐ Inaccessible?

☐ Eng Comments

There is a PVC conduit attached to the east side of the bridge that exhibits a broken bracket at Bent Cap 2.

8344 - Drainage Devices

1 - Ben.	0	Entire Bridge	0	0	0	0
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☐ Eng Req

☐ FYI

☐ District

☐ Inaccessible?

☐ Eng Comments

This element is not applicable and should be removed during the subsequent inspection.

8345 - Stream Channel

1 - Ben.	0	Entire Bridge	0	0	0	0
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☐ Eng Req

☐ FYI

☐ District

☐ Inaccessible?

☐ Eng Comments

Tanhouse Creek has tidal flow at the bridge that floods to the west and ebbs to the east. The channel alignment is perpendicular to the bridge. The bridge is a low-level bridge with only 1'-2" of clearance between the superstructure and the water at the time of the inspection. The streambed consists of soft mud and silt up to 1'-0" deep. The stream banks are well vegetated. Class I riprap is in place on the Northeast and Southeast Embankments.



UPDATE 2025

CONDITION RATINGS BY SUBSTRUCTURE UNIT

Substructure Unit	Type	Remarks	Condition Rating
North Abutment	Timber Pile Bent	Poor Condition with severe rot and section loss	3
Bent 1	Timber Pile Bent	Poor Condition with severe rot and section loss	3
Bent 2	Timber Pile Bent	Poor Condition with severe rot	4
Bent 3	Timber Pile Bent	Fair Condition with hollow sounding areas	5
South Abutment	Timber Pile Bent	Poor Condition with severe rot	3

UNDERWATER INSPECTION FINDINGS AND SKETCHES**TYPICAL INSPECTION FINDINGS**Timber Cross-bracing:

The cross-bracing exhibits typical pick penetration of 1/4" deep. The crossbracing hardware has severe corrosion with up to 30% section loss. At Bent 3, Piles 3 and 4 there is 100% section loss to connection hardware and the cross bracing is detached from piles.

Timber Piles:

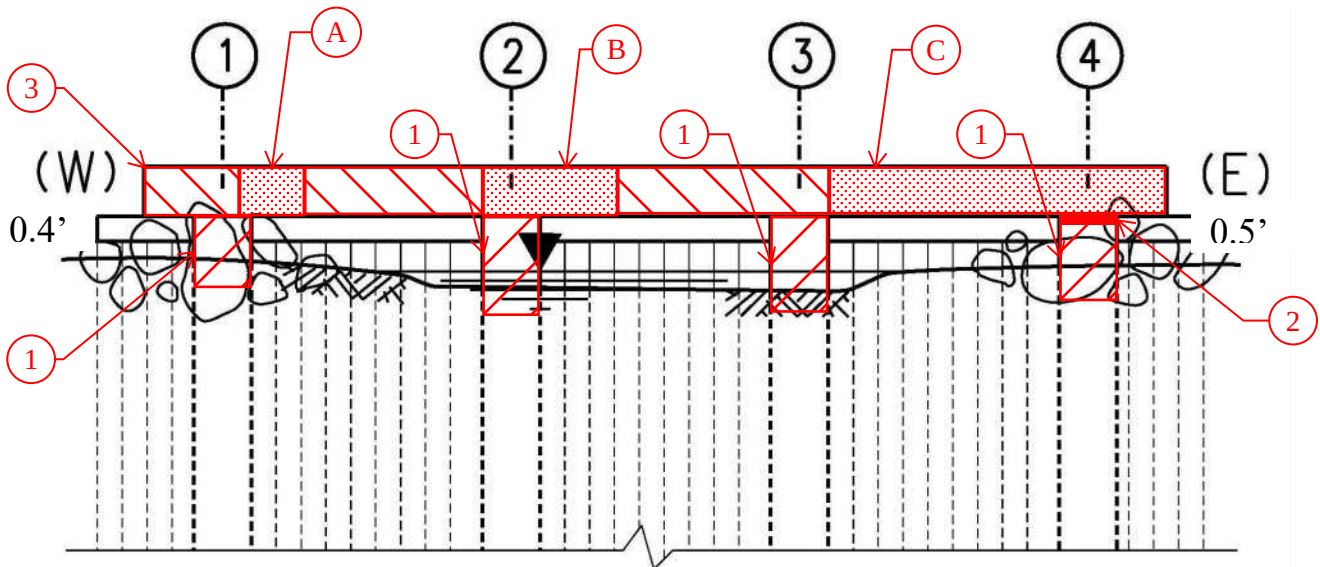
The piles exhibits minor checks up to 1/8" wide. The hardware on the piles has severe corrosion with up to 60% section loss. Typical pick penetration of 1/4" deep.

Timber Pile Caps:

The pile caps exhibit hollow-sounding areas with rot scattered throughout. The top faces of the exposed caps exhibit up to 1/2" deep pick penetrations throughout. The previous report states that the vertical faces of the caps have been retrofitted with timber planks.



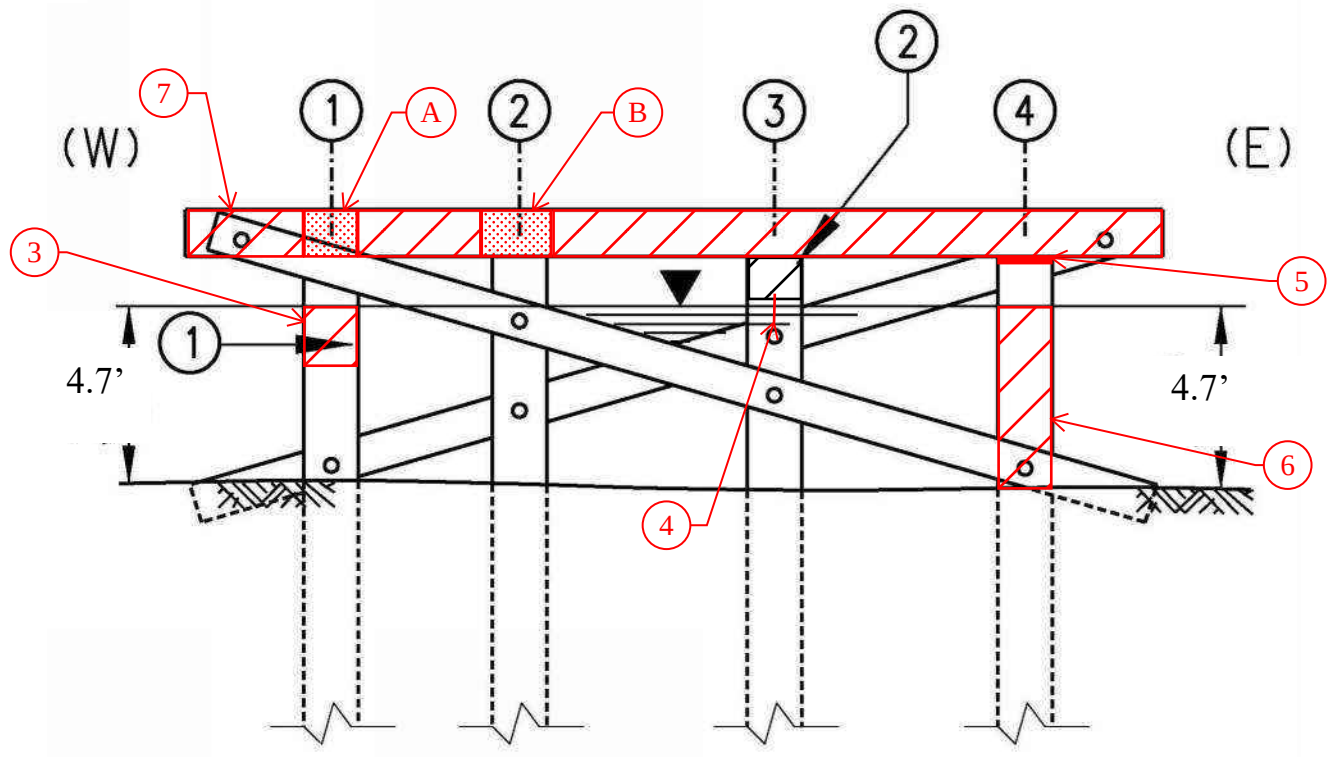
UPDATE 2025



Pick Penetrations	@WL	0"	1/16"	1/16"	1/8"
	@ML	0"	1/16"	1/16"	1/16"

NORTH ABUTMENT
SOUTH ELEVATION
 (N.T.S.)

- ① Full-circumference hollow-sounding area with surface rot in the piles starting at the cap that extends below the mud line.
- ② Gap/void (2 1/2" wide x 1/2" high x 2" deep) between the top of Pile 4 and the cap due to crushing of the south edge (~15% bearing loss).
- ③ Hollow-sounding area with severe rot and up to 1/2" deep pick penetrations throughout the cap with areas of severe section loss adjacent to and/or at the piles.
 - ① Area of severe rot (2'-0" long x up to full-width x full-depth) with a full-depth hole in the top face of the cap between Beams 3 and 4, adjacent to Pile 1.
 - ② Area of severe rot (4'-0" long x up to full-width x full-depth) with full-depth holes in the top face of the cap between Beams 6 and 8, at Pile 2.
 - ③ Area of severe rot (8'-0" long x up to full-width x full-depth) with full-depth holes in the top face of the cap between Beams 10 and 14, adjacent to Pile 3 and at Pile 4.

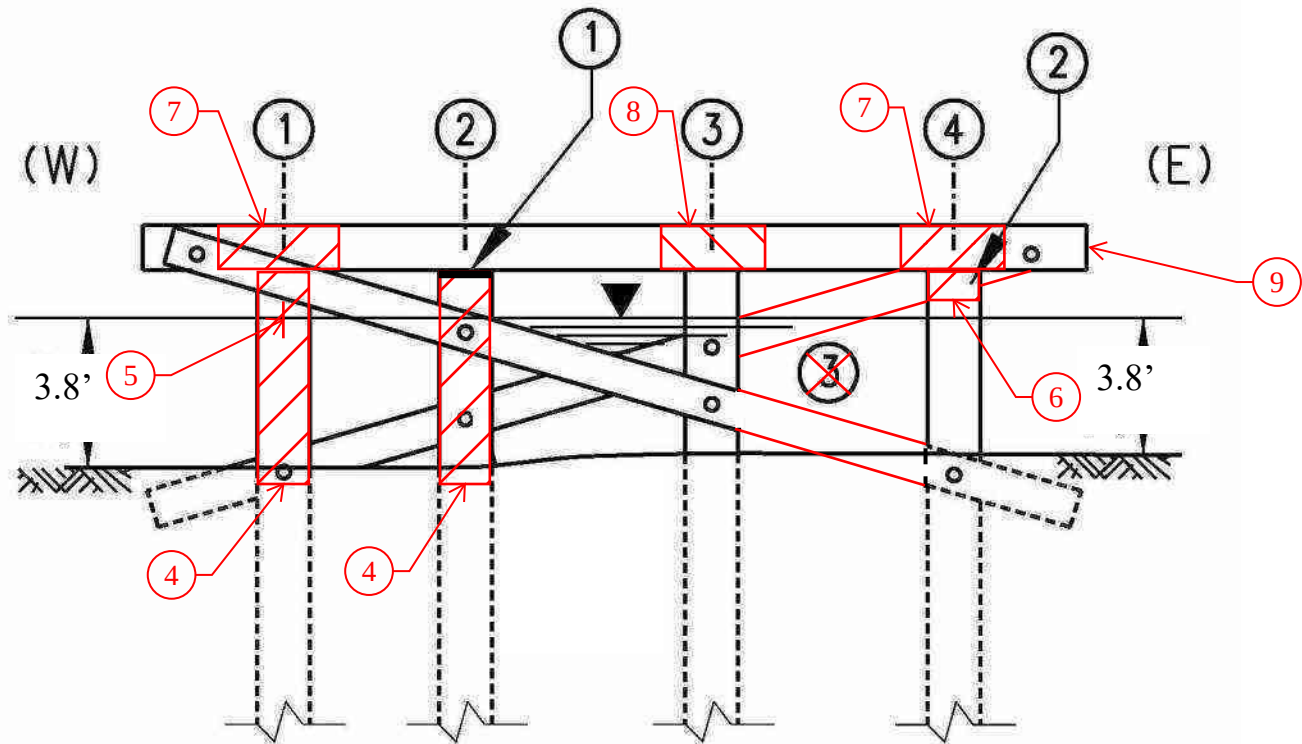


Pick Penetrations	@WL	1/8"	0"	0"	1/8"
	@ML	1/16"	0"	0"	1/16"

BENT 1 **SOUTH ELEVATION** (N.T.S.)

- (1) Multiple checks up to 1/2" wide x 1'-3" high x 3" deep.
- (2) 1'-0" high x full circumference area of shallow hollow-sounding areas in the top.
- (3) Full-circumference hollow-sounding area (10" high) with surface rot in Pile 1 at the waterline.
- (4) Check (6" high x 1/8" wide) in the south face of Pile 3 at the waterline.
- (5) Gap between the top of Pile 4 and the bottom of the cap (~20% loss of bearing).
- (6) Full-circumference hollow-sounding area with surface rot in Pile 4 starting at the waterline and extending below the mud line.
- (7) Hollow-sounding area with severe rot and up to 1/2" deep pick penetrations throughout the cap with areas of severe section loss adjacent to and/or at the piles.

- (A) Area of severe rot (1'-0" long x up to full-width x full-depth) with a full-depth hole in the top face of the cap between Beams 2 and 3, adjacent to Pile 1.
- (B) Area of severe rot (3'-0" long x up to full-width x full-depth) with full-depth holes in the top face of the cap between Beams 6 and 8, at Pile 2.

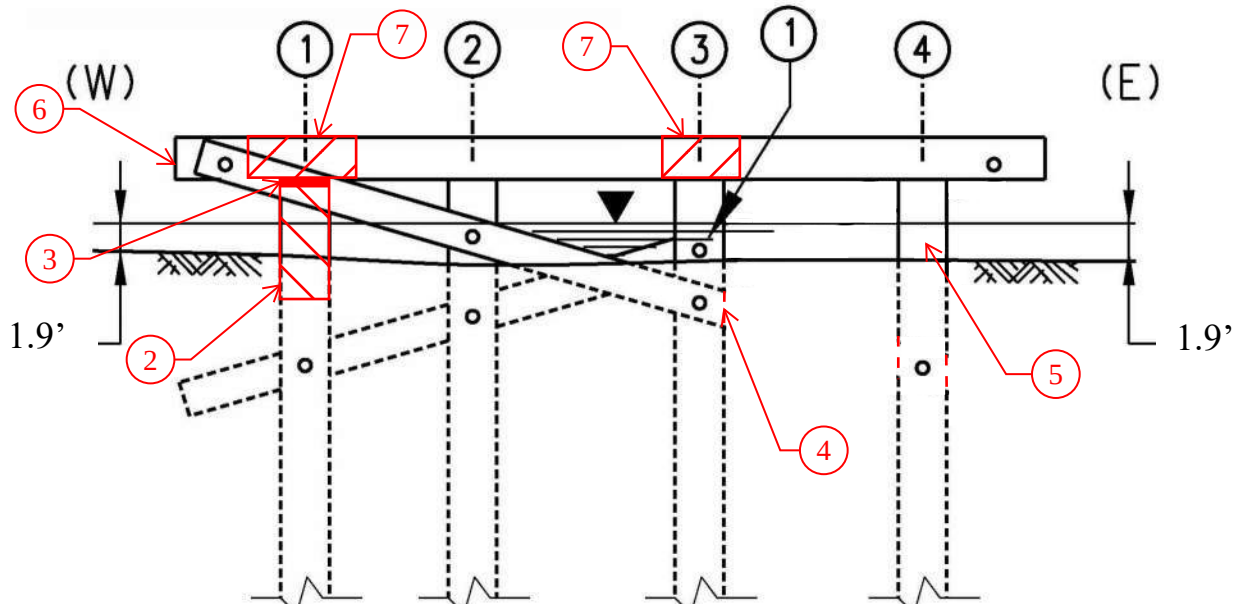


Pick Penetrations	@WL	1/8"	0"	0"	1/8"
	@ML	1/16"	0"	0"	1/16"

BENT 2 **SOUTH ELEVATION** (N.T.S.)

- ① The bottom of the pile cap at Pile 2 has a 10" long x 3" wide x 1" deep void (~30% loss of bearing).
- ② The East Face has a 3/8" wide x 3" high x 1" deep check at the top.
- ③ There is no cross-bracing between Piles 3 and 4 (Not observed).
- ④ Full-circumference hollow-sounding area in Piles 1 and 2 starting at the cap and extending below the mud line.
- ⑤ Check (1" high x 2 1/2" deep x 1/8" wide) in the south face of Pile 1 at the waterline.
- ⑥ Full-circumference hollow-sounding area (6" high x full-width) with surface rot in the top of Pile 4.
- ⑦ Hollow-sounding area (full-height x full-width) with surface rot in the cap at Piles 1 and 4.
- ⑧ Hollow-sounding area (full-height x full-width) with core rot in the cap at Pile 3.
- ⑨ Splinter (6" long x 2 1/2" wide) in the bottom of the east face of the cap.

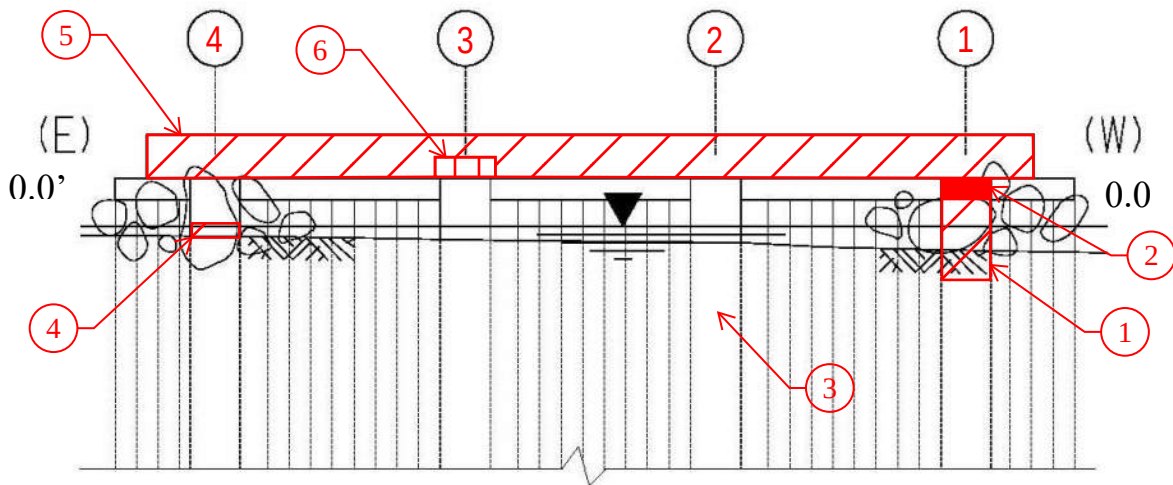
UPDATE 2025



Pick Penetrations	@WL	1/4"	0"	1/8"	1/8"
	@ML	1/16"	0"	1/16"	1/8"

BENT 3 **SOUTH ELEVATION** **(N.T.S.)**

- ① The hardware on the crossbracing has severe corrosion with up to 30% section loss.
- ② Full-circumference hollow-sounding area with core rot in Pile 1 starting at the cap and extending below the mud line.
- ③ Area of crushing in the top of the east face of Pile 1 with 3" deep pick penetration and a splinter (3" high x 1/8" deep) extending down from the cap.
- ④ The cross-bracing has been removed between Piles 3 and 4.
- ⑤ Minor surface rot throughout Pile 4.
- ⑥ Area of rot (0.5 SF) with 1/2" deep pick penetration and 3/4" wide splinters in the west face of the cap.
- ⑦ Hollow-sounding area (full-height x full-width) with surface rot in the cap at Piles 1 and 3.



Pick Penetrations	@WL	1/4"	1/16"	0"	1/8"
	@ML	1/4"	1/16"	0"	1/4"

SOUTH ABUTMENT
NORTH ELEVATION
(N.T.S.)

- ① Full-circumference hollow sounding area with surface rot in Pile 1 starting at the cap and extending below the mud line.
- ② Area of crushing in the top of the north face of Pile 1 with 2 1/2" deep pick penetration and approximately 25% loss of bearing.
- ③ Minor surface rot throughout Pile 2.
- ④ Full-circumference hollow sounding area with surface rot in Pile 4 extending 3" above the mud line.
- ⑤ Hollow sounding area (full-height x full-width) with surface rot throughout the cap and up to 1/2" deep pick penetrations in the top face.
- ⑥ Area of checks (up to 3'-0" long) below the hardware in the north face of the cap at Pile 3.

1: BRIDGE IDENTIFICATION**1.1: Identification**

B.ID.01: Bridge Number 200000WO0202010
 B.ID.02: Bridge Name Bayside Road over Tanhouse Creek
 B.ID.03: Previous Bridge Number 0

1.2: Location

B.L.01: State Code 24 - Maryland	B.L.08: Border Bridge State/Country Code
B.L.02: County Code 047 - Worcester	B.L.09: Border Bridge Insp. Responsibility
B.L.03: Place Code 0	B.L.10: Border Bridge Designated Lead State
B.L.04: Highway Agency District 01 - District 1	B.L.11: Bridge Location
B.L.05: Latitude 38.133215	1.29 miles southwest of MD 365
B.L.06: Longitude -75.299176	B.L.12: Metropolitan Planning Organization
B.L.07: Border Bridge Number N	N

1.3: Classification

B.CL.01: Owner L01 - County highway agency
 B.CL.02: Maintenance Responsibility L01 - County highway agency
 B.CL.03: Federal / Tribal Land Access N - Not applicable
 B.CL.04: Historic Significance N - Bridge is not eligible for the National Register, and is not in a historic district eligible for the National Register
 B.CL.05: Toll N - Bridge does not carry a toll road and is not a toll bridge
 B.CL.06: Emergency Evacuation Designation N - Not an emergency evacuation route

2: BRIDGE MATERIAL AND TYPE**2.1: Span Material and Type**

B.SP.01: Span Configuration Designation M01
 B.SP.02: Number of Spans 4
 B.SP.03: Number of Beam Lines 14
 B.SP.04: Span Material T03 - Timber - solid sawn
 B.SP.05: Span Continuity 1 - Simple or single span
 B.SP.06: Span Type G02 - Girder/beam - I-shaped spread
 B.SP.07: Span Protective System 0 - None
 B.SP.08: Deck Interaction NC - Non-composite
 B.SP.09: Deck Material and Type T03 - Timber - solid sawn
 B.SP.10: Wearing Surface T01 - Timber - running planks
 B.SP.11: Deck Protective System 0 - None
 B.SP.12: Deck Reinforcing Protective System 0 - None
 B.SP.13: Deck Stay-In-Place Forms 0 - None

2.2: Substructure Material and Type

B.SB.01: Substructure Configuration Designation A01
B.SB.02: Number of Substructure Units 2
B.SB.03: Substructure Material T03 - Timber - solid sawn
B.SB.04: Substructure Type A08 - Abutment - pile bent with lagging
B.SB.05: Substructure Protective System 0 - None
B.SB.06: Foundation Type P05 - Pile - timber
B.SB.07: Foundation Protective System 0 - None

B.SB.01: Substructure Configuration Designation P01
B.SB.02: Number of Substructure Units 3
B.SB.03: Substructure Material T03 - Timber - solid sawn
B.SB.04: Substructure Type B03 - Bent - pile
B.SB.05: Substructure Protective System 0 - None
B.SB.06: Foundation Type P05 - Pile - timber
B.SB.07: Foundation Protective System 0 - None

2.3: Roadside Hardware

B.RH.01: Bridge Railings |

B.RH.02: Transitions |

3: GEOMETRY

B.G.01: NBIS Bridge Length 47.1

B.G.02: Total Bridge Length 49.5

B.G.03: Maximum Span Length 12.1

B.G.04: Minimum Span Length 12.0

B.G.05: Bridge Width Out-to-Out 21.5

B.G.06: Bridge Width Curb-to-Curb 19.3

B.G.07: Left Curb or Sidewalk Width 0.5

B.G.08: Right Curb or Sidewalk Width 0.5

B.G.09: Approach Roadway Width 19.0

B.G.10: Bridge Median 0 - No median

B.G.11: Skew 0

B.G.12: Curved Bridge N - Not curved

B.G.13: Maximum Bridge Height 2

B.G.14: Sidehill Bridge N - Not a sidehill bridge

B.G.15: Irregular Deck Area

B.G.16: Calculated Deck Area 1064.3

4: FEATURES**4.1: Feature Identification**

B.F.01: Feature Type H01
 B.F.02: Feature Location C - Carried on bridge
 B.F.03: Feature Name Bayside Road

4.3: Highways

B.H.01: Functional Classification 7 - Local
 B.H.02: Urban Code
 B.H.03: NHS Designation N - Non-NHS
 B.H.04: National Highway Freight Network N - Not on the NHFN
 B.H.05: STRAHNET Designation N - Not a STRAHNET route
 B.H.06: LRS Route ID 23000CO00101--1-----
 B.H.07: LRS Mile Point 1.320
 B.H.08: Lanes on Highway 2
 B.H.09: Annual Average Daily Traffic 240
 B.H.10: Annual Average Daily Truck Traffic 24
 B.H.11: Year of Annual Average Daily Traffic 2022
 B.H.12: Highway Maximum Usable Vertical Clearance 99.9
 B.H.13: Highway Minimum Vertical Clearance 99.9
 B.H.14: Highway Minimum Horizontal Clearance, Left
 B.H.15: Highway Minimum Horizontal Clearance, Right
 B.H.16: Highway Maximum Usable Surface Width 19.3
 B.H.17: Bypass Detour Length 4
 B.H.18: Crossing Bridge Number

4.4: Railroads

B.RR.01: Railroad Service Type
 B.RR.02: Railroad Minimum Vertical Clearance
 B.RR.03: Railroad Minimum Horizontal Offset

4.5: Navigable Waterways

B.N.01: Navigable Waterway
 B.N.02: Navigation Minimum Vertical Clearance
 B.N.03: Movable Bridge Max Navigation Vert Clearance
 B.N.04: Navigation Channel Width
 B.N.05: Navigation Channel Min Horizontal Clearance
 B.N.06: Substructure Navigation Protection

4.1: Feature Identification

B.F.01: Feature Type W01
 B.F.02: Feature Location B - Below bridge
 B.F.03: Feature Name Tanhouse Creek

4.3: Highways

B.H.01: Functional Classification
 B.H.02: Urban Code
 B.H.03: NHS Designation
 B.H.04: National Highway Freight Network
 B.H.05: STRAHNET Designation
 B.H.06: LRS Route ID
 B.H.07: LRS Mile Point
 B.H.08: Lanes on Highway
 B.H.09: Annual Average Daily Traffic
 B.H.10: Annual Average Daily Truck Traffic
 B.H.11: Year of Annual Average Daily Traffic
 B.H.12: Highway Maximum Usable Vertical Clearance
 B.H.13: Highway Minimum Vertical Clearance
 B.H.14: Highway Minimum Horizontal Clearance, Left
 B.H.15: Highway Minimum Horizontal Clearance, Right
 B.H.16: Highway Maximum Usable Surface Width
 B.H.17: Bypass Detour Length
 B.H.18: Crossing Bridge Number

4.4: Railroads

B.RR.01: Railroad Service Type
 B.RR.02: Railroad Minimum Vertical Clearance
 B.RR.03: Railroad Minimum Horizontal Offset

4.5: Navigable Waterways

B.N.01: Navigable Waterway N - Not navigable waters
 B.N.02: Navigation Minimum Vertical Clearance
 B.N.03: Movable Bridge Max Navigation Vert Clearance
 B.N.04: Navigation Channel Width
 B.N.05: Navigation Channel Min Horizontal Clearance
 B.N.06: Substructure Navigation Protection

4.2: Routes

Route 1	
Highway Feature	H01 - Highway 1
B.RT.01: Route Designation	R01
B.RT.02: Route Number	101
B.RT.03: Route Direction	NS - Northbound and Southbound
B.RT.04: Route Type	4 - County route
B.RT.05: Service Type	1 - Mainline

5: LOADS, LOAD RATINGS, AND POSTING**5.1: Loads and Load Rating**

B.LR.01: Design Load HS15 - HS-15
B.LR.02: Design Method ASD - Allowable Stress Design
B.LR.03: Load Rating Date 12/01/2013
B.LR.04: Load Rating Method ASR - Allowable Stress Rating
B.LR.05: Inventory Load Rating Factor 0.57
B.LR.06: Operating Load Rating Factor 0.78
B.LR.07: Controlling Legal Load Rating Factor 0.55
B.LR.08: Routine Permit Loads C - Bridge does not carry routine permit loads. Routine permit loads are restricted from the bridge.

5.2: Load Posting Status

B.PS.01: Load Posting Status: PP - Weight

B.PS.02: Posting Status Change Date: 12/01/2013

5.3: Load Evaluation and Posting

	B.EP.01: Legal Load Configuration	B.EP.02: Legal Load Rating Factor	B.EP.03: Posting Type	B.EP.04: Posting Value
Legal Vehicles	(3) Type 3	0.41	A - Single Axle Load	13 Tons
	(3S2) Type 3S2	0.46	D - Tandem Axle Load	24 Tons
	(3-3) Type 3-3			Tons
Specialized Hauling Vehicles (SHV)	(SU4) SU4 truck			Tons
	(SU5) SU5 truck			Tons
	(SU6) SU6 truck			Tons
	(SU7) SU7 truck			Tons
	(NRL) Notional Rating Load			Tons
Emergency Vehicles	(EV2) Type EV2 emergency vehicle			Tons
	(EV3) Type EV3 emergency vehicle			Tons
	(NRL) Notional Rating Load			Tons
State Vehicles				Tons
				Tons
				Tons

6: INSPECTIONS**6.1: Inspection Requirements**

B.IR.01: NSTM Inspection Required N - NSTM inspection not required
 B.IR.02: Fatigue Details
 B.IR.03: Underwater Inspection Required Y - Underwater inspection required
 B.IR.04: Complex Feature N - Bridge does not have complex feature

Team Leader: Wesley Young, P.E

Additional Inspectors on-site: Paul Bullock

6.2: Inspection Events

Initial	B.IE.01: Inspection Type	(1) Initial
	B.IE.02: Inspection Begin Date	
	B.IE.03: Inspection Completion Date	
	B.IE.04: Nationally Certified Bridge Inspector	
	B.IE.05: Inspection Interval	
	B.IE.06: Inspection Due Date	
	B.IE.07: Risk-Based Inspection Interval Method ..	
	B.IE.08: Inspection Quality Control Date	
	B.IE.09: Inspection Quality Assurance Date	
	B.IE.10: Inspection Data Update Date	
	B.IE.11: Inspection Note	
	B.IE.12: Inspection Equipment	
Routine	B.IE.01: Inspection Type	(2) Routine
	B.IE.02: Inspection Begin Date	08/06/2025
	B.IE.03: Inspection Completion Date	08/06/2025
	B.IE.04: Nationally Certified Bridge Inspector	WY001
	B.IE.05: Inspection Interval	12
	B.IE.06: Inspection Due Date	08/06/2026
	B.IE.07: Risk-Based Inspection Interval Method ..	
	B.IE.08: Inspection Quality Control Date	08/18/2025
	B.IE.09: Inspection Quality Assurance Date	08/18/2025
	B.IE.10: Inspection Data Update Date	
	B.IE.11: Inspection Note	Portions of deck removed during deck repairs.
	B.IE.12: Inspection Equipment	A09 - Surface supplied air
Underwater	B.IE.01: Inspection Type	(3) Underwater
	B.IE.02: Inspection Begin Date	08/06/2025
	B.IE.03: Inspection Completion Date	08/06/2025
	B.IE.04: Nationally Certified Bridge Inspector	WY001
	B.IE.05: Inspection Interval	48
	B.IE.06: Inspection Due Date	08/06/2029
	B.IE.07: Risk-Based Inspection Interval Method ..	
	B.IE.08: Inspection Quality Control Date	08/18/2025
	B.IE.09: Inspection Quality Assurance Date	08/18/2025
	B.IE.10: Inspection Data Update Date	
	B.IE.11: Inspection Note	
	B.IE.12: Inspection Equipment	A09 - Surface supplied air

NSTM

B.IE.01: Inspection Type (4) NSTM
 B.IE.02: Inspection Begin Date
 B.IE.03: Inspection Completion Date
 B.IE.04: Nationally Certified Bridge Inspector
 B.IE.05: Inspection Interval
 B.IE.06: Inspection Due Date
 B.IE.07: Risk-Based Inspection Interval Method ..
 B.IE.08: Inspection Quality Control Date
 B.IE.09: Inspection Quality Assurance Date
 B.IE.10: Inspection Data Update Date
 B.IE.11: Inspection Note

B.IE.12: Inspection Equipment

Damage

B.IE.01: Inspection Type (5) Damage
 B.IE.02: Inspection Begin Date
 B.IE.03: Inspection Completion Date
 B.IE.04: Nationally Certified Bridge Inspector
 B.IE.05: Inspection Interval
 B.IE.06: Inspection Due Date
 B.IE.07: Risk-Based Inspection Interval Method ..
 B.IE.08: Inspection Quality Control Date
 B.IE.09: Inspection Quality Assurance Date
 B.IE.10: Inspection Data Update Date
 B.IE.11: Inspection Note

B.IE.12: Inspection Equipment

In-Depth

B.IE.01: Inspection Type (6) Ultrasonic Pin Testing
 B.IE.02: Inspection Begin Date
 B.IE.03: Inspection Completion Date
 B.IE.04: Nationally Certified Bridge Inspector
 B.IE.05: Inspection Interval
 B.IE.06: Inspection Due Date
 B.IE.07: Risk-Based Inspection Interval Method ..
 B.IE.08: Inspection Quality Control Date
 B.IE.09: Inspection Quality Assurance Date
 B.IE.10: Inspection Data Update Date
 B.IE.11: Inspection Note

B.IE.12: Inspection Equipment

Special	B.IE.01: Inspection Type	(7) Monitor
	B.IE.02: Inspection Begin Date	
	B.IE.03: Inspection Completion Date	
	B.IE.04: Nationally Certified Bridge Inspector	
	B.IE.05: Inspection Interval	
	B.IE.06: Inspection Due Date	
	B.IE.07: Risk-Based Inspection Interval Method ..	
	B.IE.08: Inspection Quality Control Date	
	B.IE.09: Inspection Quality Assurance Date	
	B.IE.10: Inspection Data Update Date	
	B.IE.11: Inspection Note	
	B.IE.12: Inspection Equipment	
Service or Frontage Road	B.IE.01: Inspection Type	(8) Service or frontage road
	B.IE.02: Inspection Begin Date	
	B.IE.03: Inspection Completion Date	
	B.IE.04: Nationally Certified Bridge Inspector	
	B.IE.05: Inspection Interval	
	B.IE.06: Inspection Due Date	
	B.IE.07: Risk-Based Inspection Interval Method ..	
	B.IE.08: Inspection Quality Control Date	
	B.IE.09: Inspection Quality Assurance Date	
	B.IE.10: Inspection Data Update Date	
	B.IE.11: Inspection Note	
	B.IE.12: Inspection Equipment	
Scour Monitoring	B.IE.01: Inspection Type	(9) Scour Monitoring
	B.IE.02: Inspection Begin Date	
	B.IE.03: Inspection Completion Date	
	B.IE.04: Nationally Certified Bridge Inspector	
	B.IE.05: Inspection Interval	
	B.IE.06: Inspection Due Date	
	B.IE.07: Risk-Based Inspection Interval Method ..	
	B.IE.08: Inspection Quality Control Date	
	B.IE.09: Inspection Quality Assurance Date	
	B.IE.10: Inspection Data Update Date	
	B.IE.11: Inspection Note	
	B.IE.12: Inspection Equipment	
Hands On Railroad	B.IE.01: Inspection Type	
	B.IE.03: Inspection Completion Date	
	B.IE.05: Inspection Interval	N
	B.IE.06: Inspection Due Date	
Confined Space	B.IE.01: Inspection Type	
	B.IE.03: Inspection Completion Date	
	B.IE.05: Inspection Interval	N
	B.IE.06: Inspection Due Date	
Movable Bridge	B.IE.01: Inspection Type	
	B.IE.03: Inspection Completion Date	
	B.IE.05: Inspection Interval	N
	B.IE.06: Inspection Due Date	

ITEM 14

Post Tensioning Bar	B.IE.01: Inspection Type
	B.IE.03: Inspection Completion Date
	B.IE.05: Inspection Interval N
	B.IE.06: Inspection Due Date
Flood	B.IE.01: Inspection Type
	B.IE.03: Inspection Completion Date
Inquiry	B.IE.01: Inspection Type
	B.IE.03: Inspection Completion Date

7: BRIDGE CONDITION**7.1: Component Condition Ratings**

- B.C.01: Deck Condition Rating 5 - FAIR - Some moderate defects; strength and performance of the component are not affected.
- B.C.02: Superstructure Condition Rating 5 - FAIR - Some moderate defects; strength and performance of the component are not affected.
- B.C.03: Substructure Condition Rating 1 - IMMINENT FAILURE - Bridge is closed to traffic due to component condition. Repair or rehabilitation may return the bridge to service.
- B.C.04: Culvert Condition Rating N - NOT APPLICABLE - Component does not exist.
- B.C.05: Bridge Railing Condition Rating 5 - FAIR - Some moderate defects; strength and performance of the component are not affected.
- B.C.06: Bridge Railing Transitions Condition Rating .. 7 - GOOD - Some minor defects.
- B.C.07: Bridge Bearings Condition Rating N - NOT APPLICABLE - Component does not exist.
- B.C.08: Bridge Joints Condition Rating N - NOT APPLICABLE - Bridge does not have deck joints.
- B.C.09: Channel Condition Rating 7 - GOOD - Some minor defects.
- B.C.10: Channel Protection Condition Rating 7 - GOOD - Some minor defects.
- B.C.11: Scour Condition Rating 6 - SATISFACTORY - Widespread minor or isolated moderate scour.
- B.C.12: Bridge Condition Classification P
- B.C.13: Lowest Condition Rating Code 1
- B.C.14: NSTM Inspection Condition N - NOT APPLICABLE - Component does not exist.
- B.C.15: Underwater Inspection Condition 5 - FAIR - Some moderate defects; strength and performance of the component are not affected.

7.4: Appraisal

- B.AP.01: Approach Roadway Alignment G - Good
- B.AP.02: Overtopping Likelihood 1 - Remote - once every 100 years or less frequently
- B.AP.03: Scour Vulnerability A - Scour appraisal completed. Bridge determined to be stable for scour.
- B.AP.04: Scour Plan of Action 0 - A scour POA is not required.
- B.AP.05: Seismic Vulnerability N - Bridge does not require seismic evaluation due to low anticipated ground motion or agency prioritization.

7.5: Work Events

- B.W.01: Year Built 1970

B.W.02: Year Work Performed ... 1992

B.W.03: Work Performed

B.W.02: Year Work Performed ... 2025

B.W.03: Work Performed ["DK3"]

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

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: November 6, 2025
SUBJECT: Mystic Harbour WWTP – Over Expenditure Request

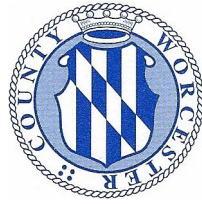
Public Works is requesting Commissioner approval to overspend the Mystic Harbour Wastewater Treatment Plant capital equipment account 545.9010 by \$45,896.11 to cover reciprocal tariffs applied to the treatment plant's membranes. The approved FY 25 budget for the Mystic Harbour WWTP had a capital project to replace the plant's membranes for \$540,000. The purchase was approved by the Commissioners, and a purchase order was issued on 11/26/24 in the amount of \$518,850. The membranes are a long lead item and are just now getting ready to ship from Hungary. The membrane manufacturer has notified us via email that the membranes won't ship until the tariff is paid.

Funding is available in the Mystic Harbour service area reserves to cover the expenses. Per the Enterprise Fund Controller, the investment account has a balance of \$1,541,378.36 and the service area has a cash position of approximately \$164,000.

Membrane modules are essential in filtering solids and contaminants out of the wastewater during the treatment process. The new membrane modules are part of planned maintenance activities that will replace the existing modules that are at the end of their useful life. If the membranes are not replaced the treatment plant will not be able to meet its permit limits, and the Maryland Department of the Environment may issue fines or take other enforcement actions against the County

CC: Ondrea Starzhevskiy
 Quinn Dittrich
 Tony Fascelli

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

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: November 11, 2025
SUBJECT: Water & Wastewater End-of-Year Over Expenditure Request

Public Works is requesting Commissioner approval for the following over expenditures in the service areas listed. On September 30, 2025, Public Works was provided with the end-of-year account balances for the enterprise funds, with instructions to balance any end-of-year over expenditures with savings from accounts which were underspent. The balancing information was provided to the Enterprise Fund Controller on October 7, 2025. The Budget Officer alerted Public Works on November 6, 2025 that the following accounts required Commissioner approval for over expenditures based on allocations from the Support and Construction groups as well as end-of-year journal entries.

Newark, account 550, amount \$37,131

Reason

The Newark account was overspent due to increased electric costs, newly required PFAS testing, an emergency leak repair to the water treatment plant filters, increased cost of liability insurance due to a revised allocation calculation, and Support & Construction group allocations.

Riddle Farm, account 570, amount \$559,133

Reason

The Riddle Farm account was overspent due to unbudgeted payments to Ocean Pines for water supplied to Riddle Farm, under budgeted payments to Ocean Pines for the treatment of Riddle Farm wastewater, and under budgeted amount for the transportation of the wastewater.

Ocean Pines, account 555.8002 (Water), amount \$41,568
555.8003 (Treatment Plant), amount \$174,728
555.8004 (Collections), amount \$8,643
555.8006 (Vehicle – Equipment), amount \$52,883

Reason

The Ocean Pines account was overspent due to Support and Construction group allocations, increased electric and gas rates, under budgeted tipping fees due to increased sludge & debris hauling to the landfill, and under budgeted repairs to the system by outside contractors.

Please let me know if there are any questions.

CC: Kim Reynolds
Ondrea Starzhevskiy
Quinn Dittrich
Tony Fascelli



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
County Commissioners
FROM: Kim Reynolds, Budget Officer *Kimberly Reynolds*
DATE: November 10, 2025
RE: Water Wastewater - Fiscal Year 2025 Year End Budget Transfers

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

For FY2025, the total Water Wastewater budget transfer request amounts to \$475,244, as detailed on pages 2–15.

I am requesting the Commissioners review and approval of the FY2025 Water Wastewater Budget Transfers.

Attachment: -FY2025 Water Wastewater Budget Transfer Requests (pages 2-15)
-Previous over expenditure approvals from Commissioners meetings in FY25 (pages 16-20)

ITEM 17

	FY2025 ENTERPRISE FUND BUDGET TRANSFER REQUEST				DUE: October 7, 2025
	Department Name/Number: W&WW Assateague Point (520)		Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Supplies & Equipment	520.6110.060		\$ (9,001)	Savings from chemical costs to cover overages
2	Administrative Expenses	520.6100.010	\$ 2,847		Funds needed to cover Support and Construction group allocations
3	Equipment Maintenance	520.6130.060	\$ 626		New line item added mid year, was not included in FY 25 budget
4	Uniforms & Personal Equipment	520.6150.050	\$ 91		Funds needed to cover Support and Construction group allocations
5	Building Site Expenses	520.6550.060	\$ 1,412		Funds needed to cover increased electrical costs
6	Other Maint. & Svcs.	520.6700.500	\$ 277		Funds needed to cover Support and Construction group allocations
7	Travel, Training, & Expense	520.7000.060	\$ 132		Funds needed to cover Support and Construction group allocations
8	Benefits & Insurance - Liability Insurance	520.7170.100	\$ 3,179		Increased cost due to revised allocation calculation
9	Capital Equipment	520.9010.090	\$ 437		Funds needed to cover Support and Construction group allocations
10					
11					
12					
13					
14					
15					
16					
17					
	TOTAL TRANSFER REQUEST		\$9,001	(\$9,001)	

ITEM 17

	FY2025 ENTERPRISE FUND BUDGET TRANSFER REQUEST				DUE: September 16, 2025
	Department Name/Number: W&WW Briddletown (525)		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	525.6130.045	\$ 36		Funds needed to cover Support and Construction group allocations
2	Uniforms & Personal Equipment	525.6150.050	\$ 10		Funds needed to cover Support and Construction group allocations
3	Building Site Expenses	525.6550.270	\$ 6		Funds needed to cover increased telephone costs through allocation
4	Travel, Training, & Expense	525.7000.060	\$ 11		Funds needed to cover Support and Construction group allocations
5	Capital Equipment	525.9010.090	\$ 59		New line item added mid year, was not included in FY 25 budget
6	Other Maintenance & Services	525.6700.200	\$ 4,086		Increased usage for payment of water to Town of Berlin.
7	System Maintenance	525.6500.070		\$ (3,050)	Savings to offset Increased usage for payment of water to Town of Berlin.
8	Administrative Expenses	525.6100.010		\$ (182)	Savings to offset Increased usage for payment of water to Town of Berlin.
9	Supplies & Equipment	525.6110.340		\$ (23)	Savings to offset Increased usage for payment of water to Town of Berlin.
10	Other Supplies and Materials	525.6200.010		\$ (99)	Savings to offset Increased usage for payment of water to Town of Berlin.
11	Consulting Services	525.6530.100		\$ (153)	Savings to offset Increased usage for payment of water to Town of Berlin.
12	Vehicle Operating Expenses	525.6540.090		\$ (312)	Savings to offset Increased usage for payment of water to Town of Berlin.
13	Liability Insurance	525.7170.100		\$ (263)	Savings to offset Increased usage for payment of water to Town of Berlin.
14	Interfund	525.8010.050		\$ (126)	Savings to cover overages in Equip, uniforms, Building Site Expepnse, Travel and Capital Equipment
15					
16					
17					
	TOTAL TRANSFER REQUEST		\$4,208	(\$4,208)	

ITEM 17

	FY2025 ENTERPRISE FUND BUDGET TRANSFER REQUEST				DUE: September 16, 2025
	Department Name/Number: PW: W&WW Edgewater Acres (530)		Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Admin Expenses	530.6100.010	\$ 1,897		Funds needed to cover Support and Construction group allocations
2	Equipment Maintenance	530.6130.060	\$ 692		Funds needed to cover Support and Construction group allocations
3	Uniform & Personal Equipment	530.6150.050	\$ 60		Funds needed to cover Support and Construction group allocations
4	Travel, Training, & Expense	530.7000.060	\$ 84		Funds needed to cover Support and Construction group allocations
5	Capital Equipment	530.9010.090	\$ 88		New line item added mid year, was not included in FY 25 budget
6	Other Maintenance & Services	530.6700.200	\$ 12,644		Increased usage for payment of water to Artesian and sewer to Sussex County
7	System Maintenance	530.6500.070		\$ (4,089)	Savings to offset Maintenance & Services
8	Building Site Expenses	530.6550.060		\$ (5,384)	Savings to offset Maintenance & Services
9	Supplies & Equipment			\$ (191)	Savings to cover travel, training overage and offset maintenance & services
10	Other Supplies & Materials			\$ (382)	Savings to offset Maintenance & Services
11	Consulting Services			\$ (766)	Savings to offset Maintenance & Services
12	Vehicle Operating Expense			\$ (2,757)	Savings to cover Admin Exp, Equipment Maintenance,Capital Equip and uniform overage
13	Liability Insurance			\$ (894)	Savings to offset Maintenance & Services
14	Interfund			\$ (1,002)	Savings to offset Maintenance & Services
15					
16					
17					
	TOTAL TRANSFER REQUEST		\$15,465	(\$15,465)	

ITEM 17

FY2025 ENTERPRISE FUND BUDGET TRANSFER REQUEST					DUE: September 16, 2025
Department Name/Number: W&WW Landings (535)			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Admin Expenses	535.6100.010	\$ 2,033		Funds needed to cover Support and Construction group allocations
2	Equipment Maintenance	535.6130.060	\$ 1,085		Funds needed to cover Support and Construction group allocations
3	Other Maintenance & Services	535.6700.100	\$ 20,462		Payment for sewer service to Mystic Harbour new homes caused increased in usage.
4	Liability Insurance	535.7170.100	\$ 12,125		Increased cost due to revised allocation calculation
5	Building Site Expenses	535.6550.060		\$ (14,124)	Savings from electricity usage to offset liability insurance & other maintenance & services
6	Supplies & Equipment	535.6110.060		\$ (9,689)	Savings from electricity usage to offset other maintenance & services
7	Other Supplies & Materials	535.6200.030		\$ (1,886)	Savings to offset Admin Expenses
8	Consulting	535.6530.100		\$ (562)	Savings to offset Equipment Maintenance and Admin Expenses
9	Vehicle Operating Expense	535.6540.090		\$ (8,674)	Savings from electricity usage to offset other maintenance & services
10	Travel, Training Expense	535.7000.060		\$ (97)	Savings to offset Equipment Maintenance Expenses
11	Interfund	535.8010.050		\$ (673)	Savings to offset Equipment Maintenance Expenses
12					
13					
14					
15					
16					
17					
	TOTAL TRANSFER REQUEST		\$35,705	(\$35,705)	

ITEM 17

	FY2025 ENTERPRISE FUND BUDGET TRANSFER REQUEST				DUE: September 16, 2025
	Department Name/Number: W&WW Lighthouse Sound (540)		Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	System Maintenance	540.6500.030		\$ (4,368)	Savings from the wastewater treatment plant repairs to offset overages.
2	Admin Expenses	540.6100.010	\$ 374		Funds needed to cover Support and Construction group allocations
3	Supplies & Equipment	540.6110.060	\$ 207		Funds needed to cover Support and Construction group allocations
4	Equipment Maintenance	540.6130.060	\$ 591		New line item added mid year, was not included in FY 25 budget
5	Uniforms & Personal Equipment	540.6150.050	\$ 91		Funds needed to cover Support and Construction group allocations
6	Other Supplies & Materials	540.6200.010	\$ 88		Funds needed to cover Support and Construction group allocations
7	Travel, Training & Expense	540.7000.060	\$ 100		Funds needed to cover Support and Construction group allocations
8	Benefits & Insurance	540.7170.100	\$ 2,742		Increased cost due to revised allocation calculation
9	Capital Equipment	540.9010.090	\$ 175		New line item added mid year, was not included in FY 25 budget
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	TOTAL TRANSFER REQUEST		\$4,368	(\$4,368)	

ITEM 17

	FY2025 ENTERPRISE FUND BUDGET TRANSFER REQUEST				DUE: October 7, 2025
	Department Name/Number: W&WW Mystic Harbour (545)		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	545.6530.100		\$ (5,368)	Savings in Consulting fees to cover overages
2	Vehicle Operating Expenses	545.6540.090		\$ (36,887)	Funds were saved due to less vehicle breakdowns.
3	Administrative Expenses	545.6100.010	\$ 16,630		Funds needed to cover Support and Construction group allocations
4	Equipment Maintenance	545.6130.060	\$ 5,057		Funds needed to cover equipment breakdowns and new account for this budget year.
5	Uniforms and Personal Equipment	545.6150.050	\$ 175		Funds needed to cover Support and Construction group allocations
6	Travel, Training, & Expense	545.7000.060	\$ 656		Increased cost due to revised allocation calculation
7	Liability Insurance	545.7170.100	\$ 29,131		Increased cost due to revised allocation calculation
8	Building Site Expense	545.6550.270		(295)	Savings in Building Site Exp to cover overages
9	Interfund	545.8010.050		(9,099)	Savings in Interfund to cover overages
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	TOTAL TRANSFER REQUEST		\$51,649	(\$51,649)	

ITEM 17

FY2025 ENTERPRISE FUND BUDGET TRANSFER REQUEST					DUE: October 7, 2025
Department Name/Number: PW: W&WW Newark (550)			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	550.6150.050	\$ 492		Funds needed to cover Support and Construction group allocations
2	Consulting Services	550.6530.100	\$ 2,091		Funds needed to cover Support and Construction group allocations
3	Travel, Training & Expenses	550.7000.060	\$ 378		Funds needed to cover Support and Construction group allocations
4	Vehicle Operating Expense	550.6540.090		\$ (1,637)	Savings in Vehicle Operating to offset overages in Consulting Services
5	Other Maintenance & Services	550.6700.500		\$ (454)	Savings in Other Maintenance & Services to offset overages in Consulting Services
6	Other Maintenance & Services	550.6700.500		\$ (492)	Savings in Other Maintenance & Services to offset overages in Uniforms
7	Other Maintenance & Services	550.6700.500		\$ (378)	Savings in Other Maintenance & Services to offset overages in Travel
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16	TOTAL TRANSFER REQUEST		\$2,961	(\$2,961)	

ITEM 17

FY2025 ENTERPRISE FUND BUDGET TRANSFER REQUEST					DUE: October 7, 2025
Department Name/Number: W&WW Ocean Pines (555.8001)			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	555.8001.6100.010	\$ 10,422		Funds needed to cover Support and Construction group allocations
2	Supplies & Equipment	555.8001.6110.340	\$ 1,459		Funds needed to cover coverage in Supplies & Equipment
3	Equipment Maintenance	555.8001.6130.060	\$ 2,866		New accounts created after the budget year was approved.
4	Uniforms and Personal Equipment	555.8001.6150.050	\$ 1,821		Funds needed to cover Support and Construction group allocations
5	Other Supplies and Materials	555.8001.6200.020	\$ 719		Additional PFAS Testing
6	Vehicle Operating Expenses	555.8001.6540.090	\$ 31,894		Funds needed to cover Support and Construction group allocations
7	Other Maintenance & Services	555.8001.6700.500	\$ 49,757		budget year was approved. Funds needed to cover Support and Construction group allocations
8	Interfund	555.8001.8010.050		\$ (40,451)	Savings from interfund to offset overages
9	Liability Insurance	555.8001.7170.100		\$ (54,900)	Savings in liability insurance to offset overages
10	Building Site Expense	555.8001.6550.020		\$ (3,587)	Savings in building site expenses to offset overages
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TOTAL TRANSFER REQUEST			\$98,938	(\$98,938)	

ITEM 17

FY2025 ENTERPRISE FUND BUDGET TRANSFER REQUEST					DUE: October 7, 2025
Department Name/Number: W&WW Ocean Pines (555.8002)			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	555.8002.6700.500		\$ (59,740)	Savings to cover supplies & equipment, building site exp and equip maintenance
2	Supplies & Equipment	555.8002.6110.060	\$ 23,322		Funds needed to cover Support and Construction group allocations
3	Equipment Maintenance	555.8002.6130.045	\$ 304		New accounts created after the budget year was approved.
4	Vehicle Operating Expenses	555.8002.6540.090	\$ 2,573		Funds needed to cover Support and Construction group allocations
5	Building Site Expenses	555.8002.6550.060	\$ 34,726		Increased utility costs for electric and gas rate increases.
6	Travel and Training	555.8002.7000.060		\$ (1,185)	Savings to cover partial vehicle operating expenses
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17	TOTAL TRANSFER REQUEST		\$60,925	(\$60,925)	
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ITEM 17

FY2025 ENTERPRISE FUND BUDGET TRANSFER REQUEST					DUE: October 7, 2025
Department Name/Number: W&WW Ocean Pines (555.8003)			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Other Supplies and Materials	555.8003.6200.030		\$ (27,828)	On 4/1 memo commissioners approved an additional \$22k for PFAS testing
2	Supplies & Equipment	555.8003.6110.060	\$ 17,819		Funds needed to cover Support and Construction group allocations
4	Equipment Maintenance	555.8003.6130.045	\$ 225		New accounts created after the budget year was approved.
5	Building Site Expenses	555.8003.6550.060	\$ 127		Building site expenses need overage covered
6	Vehicle Operating Expenses	555.8003.6540.090	\$ 7,926		approved an additional \$15k for several unanticipated repairs to offset overage \$7,926 remains in
7	Travel, Training & Expenses	555.8003.7000.060	\$ 1,731		Funds needed to cover Support and Construction group allocations
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	TOTAL TRANSFER REQUEST		\$27,828	(\$27,828)	

ITEM 17

	FY2025 ENTERPRISE FUND BUDGET TRANSFER REQUEST				DUE: October 7, 2025
	Department Name/Number: W&WW Ocean Pines (555.8004)		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	555.8004.6700.500		\$ (45,577)	Savings to offset overages
2	Travel, Training & Expenses	555.8004.7000.060		\$ (3,941)	Savings to offset overages
3	Supplies & Equipment	555.8004.6110.420	\$ 3,785		Funds needed to cover Support and Construction group allocations
4	Equipment Maintenance	555.8004.6130.045	\$ 401		New accounts created after the budget year was approved.
5	Other Supplies and Materials	555.8004.6200.020	\$ 785		New accounts created after the budget year was approved.
6	System Maintenance	555.8004.6500.075	\$ 14,883		Funds needed to cover Support and Construction group allocations
7	Vehicle Operating Expenses	555.8004.6540.090	\$ 27,954		On 4/1 commissioners approved \$15k for unanticipated vehicle repairs which offsets the overage. The remaining overage is listed here.
8	Building Site Expense	555.8004.6550.280	\$ 1,710		Funds needed to cover building site expenses (tipping fees/telephone)
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	TOTAL TRANSFER REQUEST		\$49,518	(\$49,518)	

ITEM 17

	FY2025 ENTERPRISE FUND BUDGET TRANSFER REQUEST				DUE: October 7, 2025
	Department Name/Number: W&WW Riddle Farm (570)		Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	System Maintenance	570.6500.020		\$ (70,557)	
2	Consulting Services	570.6530.100		\$ (1,533)	
3	Vehicle Operating Expenses	570.6540.090		\$ (15,276)	
4	Interfund	570.8010.050		\$ (1,976)	
5	Administrative Expense	570.6100.010	\$ 6,626		Funds needed to cover Support and Construction group allocations
6	Supplies & Equipment	570.6110.060	\$ 38,545		Underbudget item for chemicals increased cleaning and chemical usage due to failing membranes.
7	Equipment Maintenance	570.6130.060	\$ 3,420		New accounts created after the budget year was approved.
8	Uniforms & Personal Equipment	570.6150.050	\$ 213		Funds needed to cover Support and Construction group allocations
8	Other Supplies and Materials	570.6200.010	\$ 4,549		Funds needed to cover Support and Construction group allocations
9	Travel, Training & Expense	570.7000.060	\$ 755		Funds needed to cover Support and Construction group allocations
10	Liability Insurance	570.7170.100	\$ 33,114		Funds needed to cover liability insurance
11	Building Site Expenses	570.6550.020	\$ 2,120		Request for partial overexpenditure, Increased utility costs for electricity and gas
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	TOTAL TRANSFER REQUEST		\$89,342	(\$89,342)	

ITEM 17

	FY2025 ENTERPRISE FUND BUDGET TRANSFER REQUEST					DUE: October 7, 2025
	Department Name/Number: W&WW River Run (575)			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation	
1	Administrative Expense	575.6100.010	\$ 1,627		Funds needed to cover Support and Construction group allocations	
2	Equipment Maintenance	575.6130.045	\$ 259		Funds needed to cover Support and Construction group allocations	
3	Uniforms & Personal Equipment	575.6150.050	\$ 145		Underbudget item for chemicals increased cleaning and chemical usage due to failing membranes.	
4	System Maintenance	575.6500.010	\$ 773		previously \$15k for relocation of force main 11/6/24, so the difference in the overage is \$773	
5	Vehicle Operating Expenses	575.6540.090	\$ 1,390		Funds needed to cover Support and Construction group allocations	
6	Other Maint. & Services	575.6700.200	\$ 4,770		Funds needed to cover Support and Construction group allocations	
7	Travel, Training & Expense	575.7000.060	\$ 126		Funds needed to cover Support and Construction group allocations	
8	Liability Insurance	575.7170.100	\$ 584		Funds needed to cover liability insurance	
9	Other Supplies & Materials	575.6200.010		\$ (2,620)	Savings needed to cover overages	
10	Consulting Services	575.6530.100		\$ (562)	Savings needed to cover overages	
11	Building Site Expense	575.6550.060		\$ (5,664)	Savings needed to cover overages	
12	Interfund	575.8010.050		\$ (828)	Savings needed to cover overages	
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	TOTAL TRANSFER REQUEST		\$ 9,674	\$ (9,674)		

ITEM 17

FY2025 ENTERPRISE FUND BUDGET TRANSFER REQUEST					DUE: October 7, 2025
Department Name/Number: W&WW West Ocean City (580)			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	System Maintenance	580.6500.010		\$ (15,662)	Savings in Systems Maintenance to
2	Equipment Maintenance	580.6130.045	\$ 390		New line item added mid year, was not included in FY 25 budget
3	Other Supplies & Materials	580.6200.020	\$ 744		Increased chemical costs and underbudget item.
4	Building Site Expenses	580.6550.060	\$ 2,223		Funds needed to cover Support and Construction group allocations
5	Capital Equipment	580.9010.080	\$ 12,305		Commissioners approved a new work order system and additional survey work for Sunset Avenue Sewer
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TOTAL TRANSFER REQUEST			\$15,662	(\$15,662)	



WSY 11/06/24

DALLAS BAKER JR., P.E.
DIRECTOR

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

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

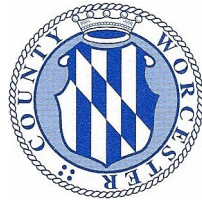
TO: Weston S. Young, P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*
DATE: October 29, 2024
SUBJECT: Budget Increase for River Run Collection System Maintenance

Public Works is requesting Commissioner approval to increase the FY 25 River Run Collections Systems Maintenance account (575.6500.010) to \$30,000. The approved FY 25 budget included \$15,000, however, additional funds are needed to relocate a force main discharge location. Year-to-date, the Collections System Maintenance account has spent \$7,265.19 of its \$15,000 budgeted amount, leaving \$7,734.81. To construct the relocation, \$17,100 is needed which would leave the account with a negative balance. Increasing the account balance to \$30,000 would provide enough funding for the construction and leave a remaining balance of \$12,900 to serve the area for the remainder of the fiscal year. Funds are available by increasing the Transfer From Reserves 575.5975.100 by \$22,265.

The construction is needed to relocate a force main discharge location between the Refuge at Windmill subdivision and the River Run collection system. During startup testing of the force main, it was discovered the discharge pressures were too high and would prevent gravity toilets from function as intended in the new subdivision. Currently, there are 6 homes under construction, and this issue must be corrected prior to final certificate of occupancies. The new proposed discharge location has been verified to be feasible by an independent engineering consultant.

Please let me know if there are any questions.

cc: Chris Clasing, P.E., Deputy Director
Tony Fascelli, W/WW Superintendent
Quinn M. Dittrich, Enterprise Fund Controller



WSY 04/01/25

DALLAS BAKER JR., P.E.
DIRECTOR

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

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
DATE: March 19, 2025
SUBJECT: Water & Wastewater Over Expenditure Requests

Public Works is requesting Commissioner approval of the following over expenditures for Water & Wastewater. The "Current Balance" is as of 2/20/25. The additional requested funding is to be supplied from the respective service area reserves.

	FY 25 Budget	Current Balance Remaining	Additional Funds Requested
Assateague Point			
520.6200.010			
Other Supplies & Materials			
Lab Testing	\$5,000	\$1,980.00	\$2,000.00

MDE has recently added PFAS testing as part of our water permit requirements. PFAS testing was not required when the FY 25 budget was being developed, additional funding is needed to cover the cost. The cost of the testing for the remainder of the year is estimated at \$2,000.

Landings

535.6200.010			
Other Supplies & Materials			
Lab Testing	\$3,000	\$1,466.00	\$2,000.00

MDE has recently added PFAS testing as part of our water permit requirements. PFAS testing was not required when the FY 25 budget was being developed, additional funding is needed to cover the cost. The cost of the testing for the remainder of the year is estimated at \$2,000.

	Budget	Remaining	Funds Requested
Mystic Harbor			
545.6110.060			
Supplies & Equipment Chemicals	\$200,000	(\$56,588.90)	\$200,000

In FY 22, chemical costs for Mystic Harbour were \$168,671.85, in FY 23 they were \$170,160.92, in FY 24 it jumped to \$381,232.75. When the FY 25 budget was developed, historical trends were available for FY 22, FY 23, and half of FY 24, therefore \$200,000 was believed to be enough. Flows in the Mystic Harbour service area have significantly increased with the build out of communities such as Sea Oaks, Shore Point Cottages, and Bayside Landings which necessitate additional chemical use at the water plant and wastewater plant.

545.6200.010			
Other Supplies & Materials			
Lab Testing	\$10,000	\$1,269.16	\$5,000

MDE has recently added PFAS testing as part of our water permit requirements. PFAS testing was not required when the FY 25 budget was being developed, additional funding is needed to cover the cost. The cost of the testing for the remainder of the year is estimated at \$3,000.

545.6500.030			
System Maintenance Wastewater			
Treatment Plant Maint.	\$140,000	\$25,096.81	\$50,000

FY 25 repairs have included two influent pumps being rebuilt and two screen gearboxes being replaced. The additional funds would cover needed repairs to the UV disinfection equipment, a tank mixer, and rebuilding a permeate pump. All of these items are needed for permit compliance and ahead of the peak summer flows during tourist season.

Ocean Pines

555.8002.6200.010 (Water)			
Other Supplies & Materials			
Lab Testing	\$10,000	(\$3,815.00)	\$15,000.00

MDE has recently added PFAS testing as part of our water permit requirements. PFAS testing was not required when the FY 25 budget was being developed, additional funding is needed to cover the cost. The cost of the testing for the remainder of the year is estimated at \$8,800.

ITEM 17

	FY 25 Budget	Current Balance Remaining	Additional Funds Requested
Ocean Pines (continued)			
555.8002.6500.040 (Water)			
System Maintenance			
WWW Paving	\$30,000	(\$934.00)	\$30,000.00

Extreme low temperatures over the winter have caused a significant increase in calls for broken pipe repairs. Funds are depleted and there are currently 60 locations waiting on asphalt patching where repairs have been made. The estimated cost of the existing repairs \$9,500, additional funds are needed to cover these repairs and future repairs for the remainder of the year.

555.8002.6500.070 (Water)			
System Maintenance Contractor			
Water Install/Repair	\$300,000	\$35,869.00	\$125,000.00

Extreme low temperatures over the winter have caused a significant increase in calls for broken pipe repairs. Outside contractors are needed in cases where excavation requires trench boxes due to depth of the water main, where directional drilling is needed, and when the number of calls exceeds the ability of in-house forces to respond. It is estimated that an additional \$125,000 is needed to cover the remainder of FY 25, based on the spending pattern for the first 9 months of the year.

555.8003.6200.010 (Treatment Plant)			
Other Supplies & Materials			
Lab Testing	\$21,000	\$9,853.10	\$18,000.00

555.8003.6200.030 (Treatment Plant)			
Other Supplies & Materials	\$15,000	\$10,104.32	\$4,000.00

MDE has recently renewed the wastewater discharge permit for the Ocean Pines WWTP. The permit includes 3 years of toxicity testing and a new panel of chemicals that must be tested for in the treated effluent discharge. The additional funding is needed to cover the testing costs for the new chemicals.

555.8003.6540.030 (Treatment Plant)			
Vehicle Operating Expenses			
Vehicle Maintenance	\$15,000	(\$2,370.35)	\$15,000.00

Several unanticipated and expensive repairs were needed over FY 25. A truck motor was rebuilt, repairs were made to a skid steer, and repairs were made to a backhoe. The equipment is needed to clean out dry beds and to excavate around the plant when pipe leaks are encountered. It is estimated an additional \$15,000 is needed to cover any additional repairs throughout the remainder of the fiscal year.

	FY 25 Budget	Current Balance Remaining	Additional Funds Requested
Ocean Pines (continued)			
555.8004.6540.030 (Collections)			
Vehicle Operating Expenses			
Vehicle Maintenance	\$25,000	\$860.62	\$15,000.00

Several unanticipated and expensive repairs were needed over FY 25. A truck motor was rebuilt and the sewer vacuum truck had two substantial repairs made. The sewer vacuum truck is used to remove blockages in sewer pipes and is used daily. A replacement vacuum truck has been included in the proposed FY 26 budget. It is estimated an additional \$15,000 is needed to cover any additional repairs throughout the remainder of the fiscal year.

Please let me know if there are any questions.

CC: Quinn Dittrich
Chris Clasing
Tony Fascelli



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
County Commissioners
FROM: Kim Reynolds, Budget Officer *Kimberly Reynolds*
DATE: November 10, 2025
RE: Solid Waste - Fiscal Year 2025 Year End Budget Transfers

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

For FY2025, the total Solid Waste budget transfer request amounts to \$134,819, as detailed on page 2.

I am requesting the Commissioners review and approval of the FY2025 Solid Waste Budget Transfers.

Attachment: FY2025 Solid Waste Budget Transfer Requests (page 2)

ITEM 18

FY2025 ENTERPRISE FUND BUDGET TRANSFER REQUEST					DUE: October 7, 2025
Department Name/Number: Solid Waste (680)			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	680.7001.6130.070	\$ 3,525		Funds needed to cover overage in equipment maintenance
2	Consulting Services	680.7001.6530.010	\$ 1,400		Funds needed to cover overage in consulting services
3	Liability Insurance	680.7001.7170.100	\$ 2,185		Funds needed to cover overage in liability insurance
4	Travel, Training & Expense	680.7001.7000.020		(1,600)	Savings to offset overages
5	Uniforms & Personal Equipment	680.7001.6150.050		(544)	Savings to offset overages
6	Administrative Expenses	680.7001.6100.010		(4,966)	Savings to offset overages
7	Administrative Expenses	680.7002.6100.010	\$ 2,155		Funds needed to cover overage in admin exp
8	Supplies & Equipment	680.7002.6110.245	\$ 3,660		Funds needed to cover overage in supplies & equipment
9	Road Maintenance & Materials	680.7002.6140.060	\$ 11,050		Funds needed to cover overage in road maintenance & materials
10	Other Supplies & Materials	680.7002.6200.020	\$ 78,941		Funds needed to cover overage in Other Supplies & Materials
11	Consulting Services	680.7002.6530.040	\$ 31,903		Funds needed to cover overage in Consulting Services
12	Building Site Expenses	680.7002.6550.020		(127,709)	Savings in Building Site Expenses to offset overages
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	TOTAL TRANSFER REQUEST		\$134,819	(\$134,819)	



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
Candace Savage, Deputy Chief Administrative Officer

From: Stacey Norton, Human Resources Director

Date: November 13, 2025

Subject: Request for Classification and Compensation Study with Bolton Partners, Inc.

We are seeking your approval to have Bolton Partners, Inc. conduct a classification and compensation study for \$50,000 please. This is budgeted in account 100.1007.090.6530.040. The scope will include all Worcester County Government departments, library, Sheriff's Office, and the State's Attorney's Office and should be completed in approximately 16 weeks.

We are recommending Bolton Partners, Inc. as a sole source provider because of their experience conducting classification and compensation studies in the local geographic area. They completed a study for Wicomico County and Wor Wic Community College.

Fees and Billing

"Bolton will charge an all-inclusive flat fee of \$50,000 to complete all objectives outlined in our proposal. This fee includes all labor, materials, travel related expenses, and all related costs based on the defined project scope. If the County selects us to complete the entire project as proposed, our fee can be broken out by the following components:

- Job Analysis and Classification: \$10,000
- Cash Compensation Market Study: \$26,000
- Compensation Program: \$14,000

Major pricing assumptions:

- 1) The study will cover 700 employees in approximately 275 unique job titles.
- 2) We plan to work with leadership and HR to define a market strategy and develop and list of survey peers.
- 3) We will interview department heads to engage on cultural competencies and the unique aspects and needs of the County. We will also ensure work process understanding and gather their input on jobs and the compensation program.
- 4) We will utilize existing job descriptions to gather required job content data.
- 5) The market survey will cover pay levels and practices using Bolton's TRDx from up to 20 survey invitees identified by the County and Bolton.
- 6) We will also develop rates at the 25th, 50th, and 75th percentiles from our library of published data sources on as many jobs as possible".

Thank you for your consideration.

Attachment

Bolton

Basic Classification and Compensation Study

For Bolton:
Dan Ripberger
President, Bolton Rewards
1 W. Pennsylvania Ave Suite 600
Towson, MD 21204
(513) 290-1770
djripberger@boltonusa.com



Proposed Consulting Services

October 15, 2025

Unless otherwise indicated, this document and all tables, exhibits and appendices, are proprietary and confidential Bolton work products and trade secrets which are not for public disclosure.

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I. Introduction

Background

Worcester County (Worcester, the County) is the easternmost county of the U.S. state of Maryland. As of the 2020 census, the population was 52,460. Worcester is the only county of Maryland that borders the Atlantic Ocean, and the only county bordering both Delaware and Virginia. The county was named for Mary Arundell, the wife of Sir John Somerset, a son of Henry Somerset, 1st Marquess of Worcester. She was sister to Anne Arundell (Anne Arundel County), wife of Cecil Calvert, 2nd Baron Baltimore (Cecil County), the first Proprietor and Proprietary Governor of the Province of Maryland.

Worcester offers a full complement of total compensation programs designed to attract, retain and engage the type and caliber of staff required to provide services and meet the expectations of the community. Its human resources staff actively manages the total compensation program to ensure its alignment with County needs.

Worcester is currently seeking proposals from qualified consultants to conduct classification and compensation study services. As experts with specialized knowledge of public sector compensation systems across the United States, Bolton submits this proposal describing our approach, planned team, and expected timing and fees to complete the desired study.

Objectives

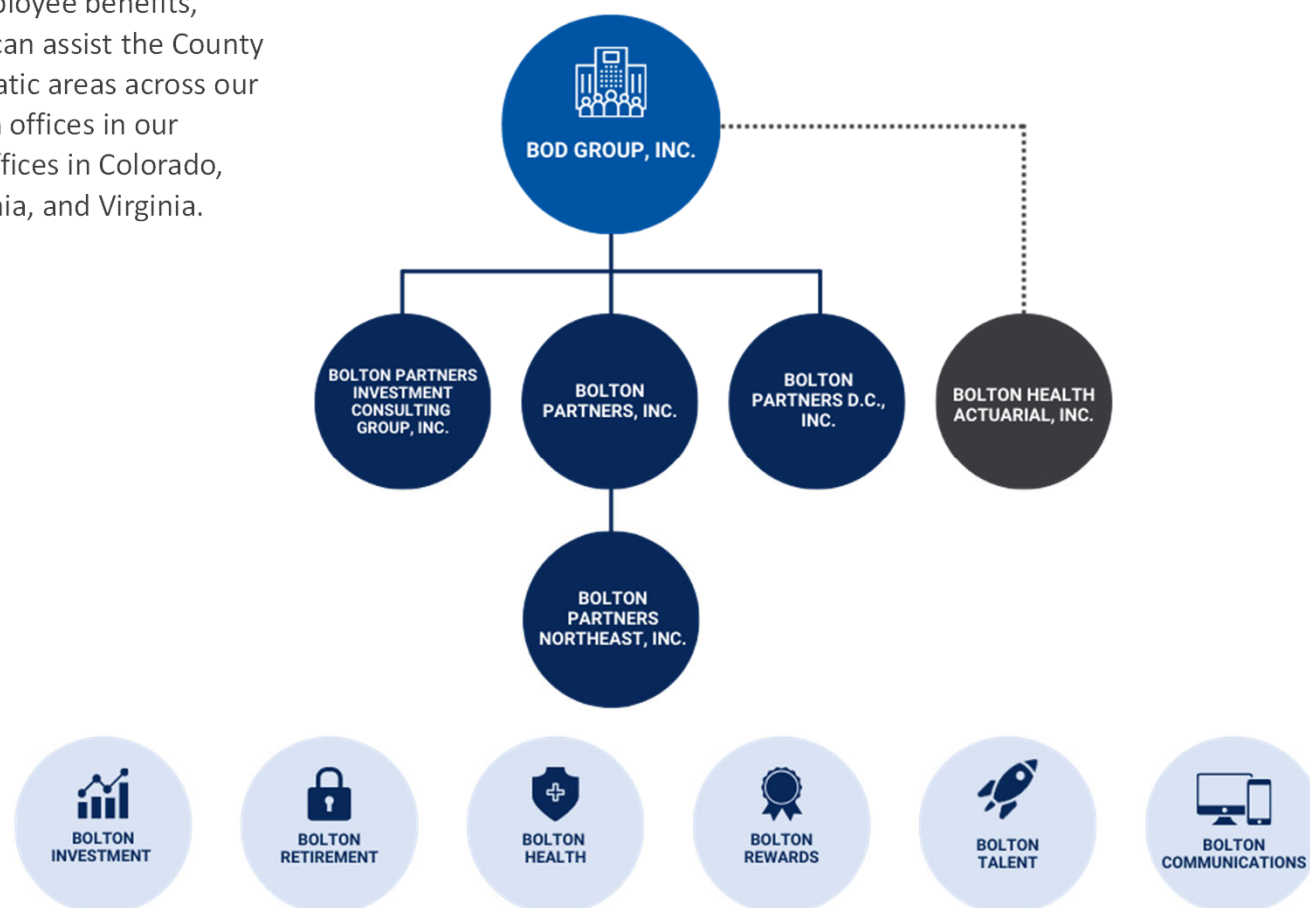
The primary engagement objective is to review and, if needed, recommend changes to Worcester's classification and compensation program. Based on our current understanding and expertise in organization development, classification, and compensation, meeting this objective will require the review of specific elements:

- Reward philosophy;
- Job analysis;
- Market pay benchmarking and analysis;
- Base pay structure(s) with grade and ranges;
- Job grading; and
- Base pay delivery policies (market adjustments, merit adjustments, etc.).

II. About Bolton

Bolton Partners, Inc., or Bolton, is a national full-service consulting firm with over 40 years of experience providing consulting services to clients in the public and corporate sectors, nonprofit organizations, as well as for the Federal Government. The firm was founded in 1981 by Mr. Robert G. Bolton, FSA, EA, MAAA, FCA, as an independent actuarial and employee benefits firm.

Today, we are a full-service compensation, employee benefits, actuarial, and investment consulting firm. We can assist the County in a number of reward strategy and programmatic areas across our professional practices. Our 150 staff work from offices in our Baltimore, Maryland headquarters and from offices in Colorado, New Jersey, Virginia, Georgia, Ohio, Pennsylvania, and Virginia.



II. About Bolton

Bolton has served the public sector since its founding over 40 years ago and remains committed to helping our local and state government clients succeed for their communities. We also have a long history working with Maryland clients across our practices, including Worcester County.

- Allegany College of Maryland
- Anne Arundel Community College (MD)
- Anne Arundel County Government (MD)
- Anne Arundel County Public Library (MD)
- Baltimore County Government (MD)
- Baltimore County Public Schools (MD)
- Baltimore County Revenue Authority (MD)
- Calvert County (MD)
- Calvert County Public Schools (MD)
- Caroline County Board of Education (MD)
- Caroline County Government (MD)
- Caroline County Public Schools (MD)
- Carroll County (MD)
- Carroll County Community College (MD)
- Carroll County Public Schools (MD)
- Cecil County Commissioners (MD)
- Cecil County Government (MD)
- Cecil County Public Schools (MD)
- Charles County Government (MD)
- Charles County Public Schools (MD)
- Charles County Sheriff's Office (MD)
- City of Baltimore (MD)
- City of Bowie (MD)
- City of Cambridge (MD)
- City of Frederick (MD)
- City of Gaithersburg (MD)
- City of Greenbelt (MD)
- City of Hyattsville (MD)
- City of Laurel (MD)
- City of Pocomoke (MD)
- City of Rockville (MD)
- City of Salisbury (MD)
- City of Takoma Park (MD)
- City of Westminster (MD)
- College of Southern Maryland (MD)
- Community College of Baltimore County (MD)
- Dorchester County (MD)
- Dorchester County Board of Education (MD)
- Eastern Shore of Maryland (MD)
- Frederick Community College (MD)
- Frederick County Government (MD)
- Frederick County Public Schools (MD)
- Garrett County Government (MD)
- Garrett County Public Schools (MD)
- Worcester Community College (MD)
- Worcester County (MD)
- Worcester County Public Library (MD)
- Worcester County Public Schools (MD)
- Worcester County Sheriff's Office (MD)
- Housing Authority of Baltimore City (MD)
- Howard Community College (MD)
- Howard County Government (MD)
- Howard County Library (MD)
- Howard County Public School System (MD)
- Kent County Government (MD)
- Kent County Levy Court (MD)
- Kent County Public Schools (MD)
- Maryland Dept of Legislative Services (MD)
- Maryland State Retirement Agency (MD)
- Montgomery County Council (MD)
- Montgomery County Government (MD)
- Montgomery County Public Schools (MD)
- Prince George's Community College (MD)
- Prince George's County Government (MD)
- Prince George's County Schools (MD)
- Queen Anne's County Board of Education (MD)
- Queen Anne's County Government (MD)
- Queen Anne's County Public Schools (MD)
- St. Mary's County Government (MD)
- St. Mary's County Library (MD)
- St. Mary's County Public Schools (MD)
- St. Mary's County Sheriff's Office (MD)
- State of Maryland (MD)
- Talbot County (MD)
- Talbot County Board of Education (MD)
- Town of Centreville (MD)
- Town of Chestertown (MD)
- Town of Colmar Manor (MD)
- Town of Elkton (MD)
- Town of Mount Airy (MD)
- Town of Ocean City (MD)
- Town of Riverdale Park (MD)
- Town of Sykesville (MD)
- Town of Thurmont (MD)
- Town of University Park (MD)
- Washington County (MD)
- Washington Suburban Sanitary Comm (MD)
- Wicomico County Board of Education (MD)
- Wicomico County Government (MD)
- Worcester County Board of Education (MD)
- Wor-Wic Community College (MD)

II. About Bolton

More About Bolton Rewards

Bolton Rewards is the reward strategy and compensation consulting and services practice of Bolton. Our team of reward experts has provided reward strategy and compensation consulting services for over 30 years and maintains specific expertise and experience in:

- Total Reward Strategy;
- Organization Performance and Design;
- Classification and Compensation Programs;
- Performance Management; and
- Market Surveys and Research.

We help our clients build and optimize their people.

- Organizational and staffing assessments;
- Climate studies and engagement surveys;
- Employment value proposition definition and communication;
- Performance management systems and training;
- Top executive performance management and pay administration services;
- Goal-setting training and communication; and
- Co-sourcing services.

A Bit More on Selected Rewards Services

Organizational and Employee Performance

- We help agencies improve service delivery in a number of areas, including finance and purchasing, human resources, risk management, and records management.
- Our services include organizational assessments, staffing analysis, engagement surveys, performance management, compliance audits, process improvement, and strategic planning.

Top Executive Pay and Performance

- We provide board members and elected officials with a logical and straightforward path to making objective decisions and achieving results.

Pay Program Management Co-Sourcing

- Tailored to the needs of individual organizations, our services meet a variety of needs our clients encounter each year. We help with regular and ad hoc market benchmarking and competitive assessments, pay program management – structure adjustments and job evaluation/grading changes, and budget preparation.

Value Definition and Communication

- We help clients create, communicate and socialize their value proposition to current and potential employees so they can recruit top talent and build true engagement.
- Our reward strategy process identifies value-added factors, helps prioritize human resource investment, explains different components of the employment relationship, and helps align rewards and organization performance.

II. About Bolton – Key Work Tools

CompManager Platform

Our engagement will be data-intensive and require secure handling of relational data that integrates across multiple sources. Our CompManager platform allows for this secure data management and allows us to develop, house, and manage almost all our professional content and deliverables in one system. It has developed organically over the years because compensation program components work together and their design, analysis, and costing are best managed through a relational framework.

Our system is not commercially available for purchase – it is a modular tool that we tailor while working with clients during program review and redesign engagements. The client has access to the system on an intermittent basis during a project – it is not always available to ensure data security and control – and full access at the completion of our engagement. This tool serves as an important component of our handoff to the client so that they can continue to administer the new program and serves as a cost-effective and time-efficient means for the client to work with us in the future.

The top screenshot displays the 'Job Data' table in the Bolton CompManager application. The table lists various job positions, their titles, the number of employees, their status, and their classification details. The bottom screenshot displays the 'Employee Data' table, showing individual employee records with their IDs, names, service dates, department assignments, and FTE percentages. Both screenshots include a 'Navigation Pane' on the left and a 'Form View' at the bottom.

II. About Bolton – Key Work Tools

Functional Discovery Survey

As part of our management discovery process, we ask department heads to complete a functional survey in advance of our personal interview. The survey is administered online or via our Microsoft Word survey form and asks department heads to provide information and their thoughts on the community, the organization, and their department. We delve into their perceptions of talent and people needs, rewards and compensation philosophy, as well as current pay and benefit levels and practices. We then use this information as a discussion basis for our interviews so we can best understand the organization's needs, jobs, and potential issues.

Department Functional Survey

I. Identification Information

Department ID/Code and Name:

Completed By and Date:

If needed, Reviewed By and Date:

II. The County and Your Department

A) What are the County's key strengths?

B) Are there similar counties/cities? Who are they and how are they similar?

C) What does your department do and how does it fit into the County?

D) How is work structured? Please list the primary areas / teams / functions and job groups you maintain.

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Bolton

Functional Discovery Survey

1. Your Name and Your Department/Function

2. Describe MCC and its purpose, and what are its key strengths?

3. Are there similar organizations? Who are they, and how are they similar?

4. What does your department/function do, and how does it fit in with MCC?

5. How is work structured? List the primary areas/teams/functions and job groups you maintain?

Submit

II. About Bolton – Key Work Tools

Career Stream Classification System

Bolton is vastly experienced in various job evaluation methodologies, such as whole job, ranking, paired comparison, point factor, and others. We synthesized our experience with these approaches in the public sector and designed our Career Stream job classification framework to meet traditional internal and external equity objectives while also allowing organizations to create career paths more easily, and better align with the market.

Career Stream is Bolton's job evaluation and classification system built on a role-and-stream matrix to determine job worth, classify jobs, and establish pay opportunities. We describe a classification as a specified stream level within a particular role that has been analyzed, evaluated, benchmarked, and assigned to a pay structure and grade/level. Career levels are defined for each role in compensable factor terms as a whole job. We maintain streams for all governmental job families across several career groups:

- Executive Management
- Management
- Exempt Administrative and Technical Professionals
- Non-exempt Technicians
- Non-exempt Operations and Labor
- Public Safety
- Part-Time / On-Demand Staff

The top screenshot displays the 'Family Data' window in Bolton CompManager. The left pane shows a list of job families, with 'PZ3 Safety and Inspections' selected. The right pane shows details for this family, including a description: 'Jobs and employees that manage and/or participate in the inspection and reporting of buildings, plumbing, electrical, and other systems to ensure compliance with various established codes, such as structural integrity, environmental safety, fire safety, and zoning/land use.' The bottom pane shows a table of job families with columns for Family ID, Name, Description, Family Group, and Use Family?.

The bottom screenshot displays the 'Career Level Data' window. The left pane shows a list of career levels, with 'ED Specialist D' selected. The right pane shows details for this level, including a description: 'Jobs at this level require specialized knowledge in a recognized professional field to complete professional level work projects and provide work direction (not supervise) to other professional employees across projects and/or within a department. With general latitude, positions at this level perform advanced work projects in support of overall departmental or organizational goals.' The bottom pane shows a table of career levels with columns for Career Level ID, Name, Description, Career Group, and Use Level?.

II. About Bolton – Key Work Tools

Total Rewards Data Exchange

Bolton's Total Rewards Data Exchange or TRDx is a cloud-based reciprocal exchange of total rewards and human resource data among invited organizations. The interface and tools allow for efficient participation while the back-end systems ensure user and survey data security. The administration and reporting procedures ensure data confidentiality and compliance with FTC and DOL anti-collusion regulations.

The job content for our TRDx comes from our Career Stream roles and streams. It currently contains almost 200 career families that get combined with our career levels to survey over 4,000 different jobs.

Bolton		Custom Compensation Survey Data Collection Worksheet
Organization Data		
Submission Date:		
Organization Name:		
Street 1:		
Street 2:		
City/State/Zip:		
FT Equivalent Employees:		
Annual Budget (\$mm)		
Population Served:		
Notes:		
Report Contact		
Name:		
Title:		
Phone:		
eMail:		
# Different from Main Organization		
Street 1:		
Street 2:		
City/State/Zip:		
Notes:		
Questionnaire Contact (if different from Report)		
Name:		
Title:		
Phone:		
eMail:		
# Different from Main Organization		
Street 1:		
Street 2:		
City/State/Zip:		
Notes:		

[illegible]

Bolton		TRDx: Custom Compensation Survey
		Data Collection Worksheet
Health Benefits		
List Carrier & Plan Names For Top 3 Favored Medical Plans by Coverage Tier (%)	Plan 1:	Plan 2:
Employee Only		
Employee + Spouse		
Employee + Child(ren)		
Family		
Medical Plan Employee Cost Sharing		
	Individual / Family	Individual / Family
Annual Deductible (\$)	/	/
Annual Out-of-Pocket (OOP) Max	/	/
	Primary Care / Specialist / ER Visit	Primary Care / Specialist / ER Visit
In-Network Copay (\$)	/ / /	/ / /
Out-of-Network Copay (\$)	/ / /	/ / /
In-Network Coinsurance (%)	/ / /	/ / /
Out-of-Network Coinsurance (%)	/ / /	/ / /
Prescription Drug (Rx) Employee Cost Sharing		
Number of Rx Tiers Offered	Select	Select
Copay/Coins by Tier (30-day Supply)	/ / / / /	/ / / / /

II. About Bolton – Our Key Work Tools

A Bit More on TRDx and Our Market Data Library

Our CompManager database currently has over 500,000 records of summarized market data from published survey sources* that we can bring to bear in our work. The surveys include:

Public Sector

- APPA Public Power Salary Survey Report
- AWWA Compensation Survey
- Club Managers Association Report
- IAVM Venue Management Report
- MACO Compensation Survey
- NRPA Recreation and Park Survey

General Industry

- Compdata
- DC-SHRM Compensation Survey
- Gallagher National Survey
- HR Alliance DC Compensation Survey
- Mercer, Benchmark Series (8 Reports)
- Willis Towers Watson (2 Reports)

** We also have access to several market surveys, such as Culpepper or Radford, that would require participation and purchase by Worcester for Bolton to use them in our study.*

Resulting from recent client engagements, Bolton's TRDx has recent pay data on almost 35,000 employees in Maryland, Delaware, Virginia, and Southeastern Pennsylvania labor market from the following agencies:

Maryland

- Allegany County
- Baltimore County
- Calvert County
- Caroline County
- Carroll County
- Cecil County
- Charles County
- Dorchester County
- Garrett County
- Harford County
- Howard County
- Kent County
- Montgomery County
- Prince George County
- Queen Anne's County
- Wicomico County
- State of Maryland

Delaware

- Newcastle County
- Sussex County

Virginia

- Accomack County
- Northampton County

Pennsylvania

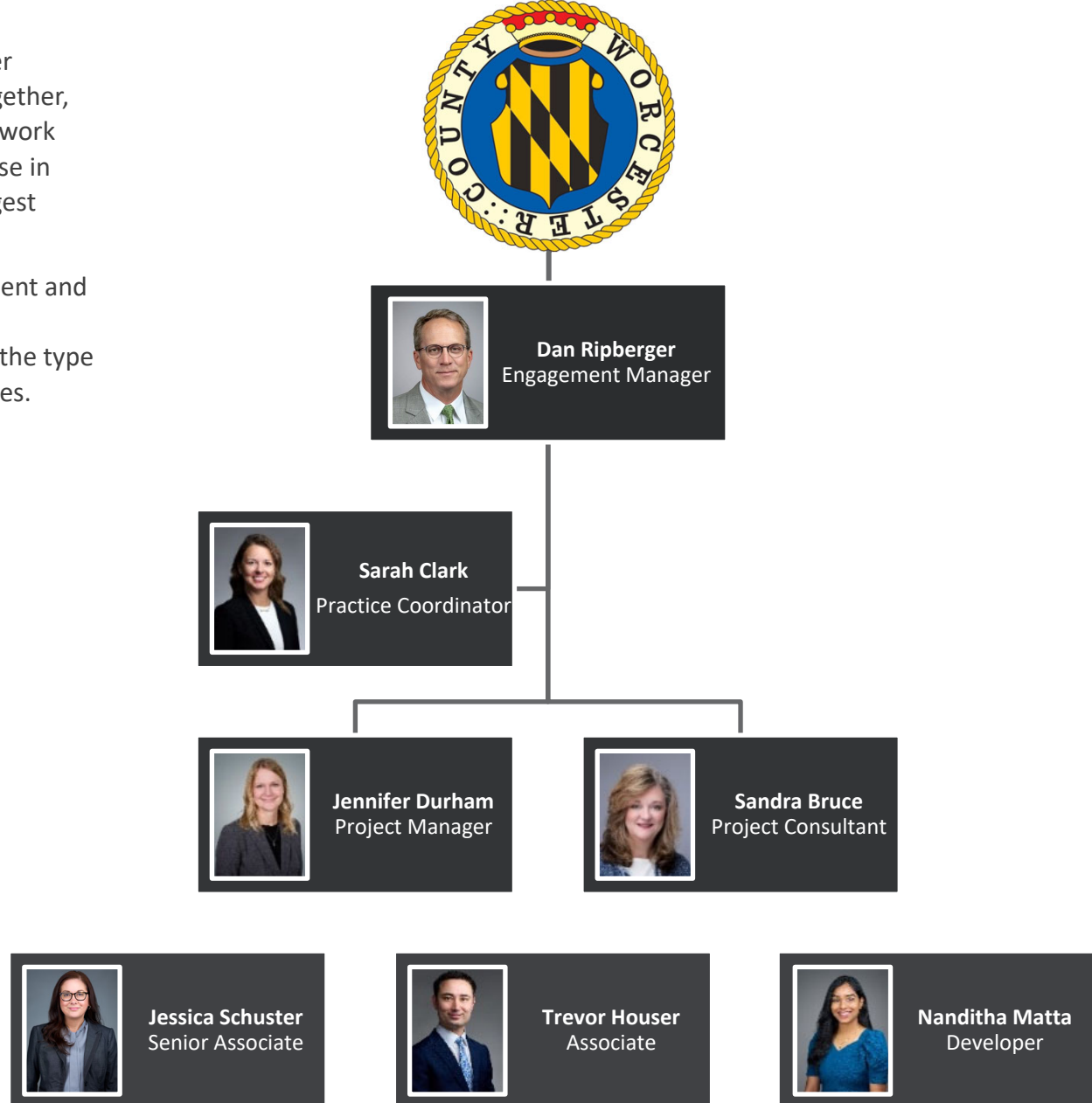
- Berks County
- Bucks County
- Chester County
- Lancaster County
- Lehigh County
- Montgomery County
- Philadelphia
- West Chester County
- York County

III. Team Organization, Qualifications, and Experience

Our People Resources

We envision an interactive relationship with Worcester County management and project teams – working together, we deliver more creative and thorough solutions and work products. Our team is built on a legacy of true expertise in total rewards stemming from some of the world's largest consultancies and technical experts.

Worcester will be the ultimate owner of our engagement and we have assembled an engagement team of highly experienced consultants that understand the County, the type of talent it needs, and the markets in which it competes.



III. Team Organization, Qualifications, and Experience

Dan Ripberger, Engagement Manager

With 30 years of experience, Dan has a long history of maintaining successful client relationships and providing sound and effective compensation advice. Along with his expertise in job architecture, classification, and compensation, Dan is particularly adept in:

- Change management counsel and direction – Dan is an astute advisor regarding the change management implications of organization-wide compensation projects and helps clients predict and prepare for the financial and employee relations effects of process decisions and plan change decisions.
- Integrating total rewards – an early contributor to the concept of total rewards, Dan helps clients rationalize the value of their total compensation programs (health benefits, paid time off, retirement, etc.) to help guide the design of pay programs and communicate the value proposition to employees and managers.
- Securing the support of elected and employee leadership – by demonstrating an understanding of the viewpoints of various stakeholders, Dan effectively communicates the purpose of plan changes and the benefit of changes to the organization.

Over his career, Dan has advised clients of most types and sizes and has developed specialized knowledge of the mission-focused and public sector markets. He began his consulting career with Towers Perrin and Aon/Radford Associates. He went on to help found PRM Consulting and managed the consulting practices for MPI Consulting. Dan joined Bolton as a result of their acquisition of RSC Advisory Group, a niche compensation and total rewards consulting he helped found in Washington, D.C., and the Midwest.

He earned a bachelor's degree with concentrations in Economics and Human Resources from Xavier University. He maintains professional certifications from both WorldatWork and the Society for Human Resource Management.

Sarah Clark, Practice Coordinator

Sarah Clark is the Rewards Practice Coordinator where she works with project leaders and clients to meet project demands and complete important supportive projects and tasks.

Prior to joining Bolton, Sarah served as a Corporate Recruiter for a Logistics and Transportation Company where she sourced, selected and developed talent nationally. She also spent time as a Recruiter and Quality Assurance Specialist at a Candy and Gifting company.

She has a Bachelor's degree in Urban Studies within the College of Design, Art, Architecture, and Planning at the University of Cincinnati.

III. Team Organization, Qualifications, and Experience

Scott Schreiber, Principal Consultant

Scott will serve as a consultant and technical advisor. With 30 years of experience, Scott Schreiber has a long history of maintaining successful client relationships and providing sound and effective compensation advice. Along with his expertise in job architecture, classification, and compensation, Scott specializes in:

- Job Evaluation systems across a wide variety of organizations.
- Developing alternative approaches to Classification Systems, Point Factor plans, Scored Questionnaires, as well as Market-Based Job Evaluation.
- Tailoring Bolton's job evaluation system to each client's needs.

Scott's public sector client assignments have been in a number of specific markets, including airports, counties, community colleges, municipalities, social service agencies, and utilities.

Previously, Scott served as the Midwest Compensation Practice Leader for Watson Wyatt out of their Cleveland office. Prior to that, Scott was a Principal and Practice Leader for William M. Mercer's Inc.'s Reward and Talent Management practice, President of a small industrial manufacturer, Senior Vice President of Human Resources of a large insurance company, and several other corporate and consulting roles.

Scott earned an MBA from Xavier University and a Bachelor of Arts from the University of Cincinnati.

Jennifer Durham, Senior Consultant

Jennifer Durham will serve as a consultant, project manager, and market compensation expert on our engagement. She is a seasoned professional with 25 years of collective corporate and consulting total rewards and human resources management experience.

Her most recent experience includes market pricing and analysis, job classification, job evaluation, custom surveys, and structure development. Jennifer is the lead administrator for Bolton's market surveys, such as our TRDx client-specific surveys.

Jennifer's public sector client assignments have been in a number of specific markets, including airports, counties, public safety agencies, municipalities, schools, social service agencies, and utilities.

Prior to joining Bolton, Jennifer was a senior analyst with RSC Advisory Group with a focus on market pricing and analysis, custom survey administration, and executive compensation. Prior to consulting, she served as Director, Human Resources for Sekisui XenoTech.

She has a Bachelor's degrees in both Accounting and Marketing from Kansas State University and holds senior professional certification through HRCI (SPHR).

III. Team Organization, Qualifications, and Experience

Sandra Bruce, Consultant

Sandra will serve as a consultant, project manager, and classification specialist. With over 30 years of experience in consulting and public sector human resources, Sandra Bruce is a Consultant with Bolton specializing in public sector job analysis and classification.

Prior to her role at Bolton, Sandra served as a Senior Human Resources Consultant for the Georgia Department of Labor, focusing on classification and compensation reviews, COVID protocols, and strategic recruitment efforts. Prior to that, Sandra was the Human Resources Director for the Georgia Department of Defense, the state agency responsible for oversight and support of the Georgia Army and Air National Guard.

Sandra earned a Master of Public Administration and Bachelors of Arts degrees in Political Science and English. She has held her PHR certification since 2000.

Jessica Schuster, Senior Associate

Jessica Schuster is a Senior Associate with Bolton where she analyzes and evaluates jobs and assigns classifications, works with clients and project leaders to perform market sector and financial research, develops cash compensation market rates, sources research materials and compensation surveys, models various types of base pay programs and pay structures, and drafts exhibits and reports for client delivery.

Prior to her role at Bolton, Jessica held increasingly responsible position with the State of Ohio, most recently as the Chief Human Resources Officer for the Department of Insurance. She also worked as a consultant conducting job analysis, writing position descriptions, and supporting classification and compensation projects for public sector entities.

Jessica earned a Bachelor of Arts in Business Organizational Communications from the University of Akron and received a Certificate in Paralegal Studies from Capital University Law School. She is actively involved in the national Society of Human Resource Professionals (SHRM) and her SHRM-SCP certification in 2015. Additionally, she is a member of the Public Service Human Resources Association and received her PSHRA-SCP in 2013.

III. Team Organization, Qualifications, and Experience

Trevor Houser, Associate Consultant

Trevor is an Associate Consultant specializing in compensation studies and market research. He collaborates with project leaders and clients to analyze and evaluate compensation data, conduct market sector research, and develop detailed compensation structures. He also assists in modeling various pay programs and compiling research materials.

Prior to joining Bolton, Trevor served as a research assistant and graduate assistant while completing his Masters of Science in Business Informatics, gaining valuable experience in data analysis and research methodology. His background also includes expertise in compensation and benefits administration, allowing him to provide insights and recommendations to enhance organizational pay strategies. In addition to his Master's degree, he also holds a Bachelor's degree in Finance from the University of Kentucky, equipping him with a solid foundation in both financial analysis and data-driven business solutions.

Nanditha Matta, Client Application Developer

Nanditha is a Client Application Developer specializing in supportive client technology solutions and Bolton's technology tools.

Prior to joining Bolton, Nanditha served as a software engineer, where she designed, developed, and maintained Microsoft Access databases, gaining valuable experience in data analysis, VBA, and Excel Macros.

Nanditha holds a Master's degree of Engineering in Computer Science from the University of Cincinnati, equipping her with a solid foundation in operating systems and data encoding.

III. Team Organization, Qualifications, and Experience

Recent Client Examples

- Baltimore County, Maryland
 - Researched, analyzed and advised on total compensation and compensation and practices of eight collective bargaining units across 7 counties and the State of Maryland over a six-month period.
- City of Ada, Oklahoma
 - Reviewed and redesigned the City's job description, job evaluation, and classification plans. Conducted original market research of selected counties and municipalities and established new pay ranges, classification grading and effective pay management policies. Reviewed and redesigned the City's performance system.
- City of Albany, Georgia
 - Reviewed and redesigned the City's job description, job evaluation, and classification plans. Conducted original market research of selected counties and municipalities and established new pay ranges, classification grading and effective pay management policies.
- City of Dunedin, Florida
 - Reviewed and redesigned the City's job description, job evaluation, and classification plans. Conducted original market research of selected counties and municipalities and established new pay ranges, classification grading and effective pay management policies.
- City of Fredericksburg, Virginia
 - Reviewed and redesigned the City's job description, job evaluation, and classification plans. Conducted original market research of selected counties and municipalities and established new pay ranges, classification grading and effective pay management policies.
- City of Lakeland, Florida
 - Reviewed and redesigned job descriptions, job evaluation, and classification plans. Conducted original market research of selected counties and municipalities and establishing new pay ranges, classification grading and effective pay management policies.
- City of Laramie, Wyoming
 - Reviewed and redesigned the City's job description, job evaluation, and classification plans. Conducted original market research of selected counties and municipalities and established new pay ranges, classification grading and effective pay management policies.
- City of Maitland, Florida
 - Reviewed and redesigned Maitland's job description, job evaluation, classification, and performance management plans. Conducted original market research of selected counties and municipalities and established new pay ranges, classification grading and effective pay management policies.

III. Team Organization, Qualifications, and Experience

- City of Middletown, Ohio
 - Reviewed the City's job description, job evaluation, and classification plans. Conducted original market research of selected Cities and established new pay ranges to achieve desired external competitiveness.
- City of Port St. Lucie, Florida
 - Supported the City's contract negotiations with sworn public safety unions by conducting independent original market research of peer organizations.
- City of Rockville, Maryland
 - Reviewed the City's job description, job evaluation, and classification plans. Conducted original market research of selected Cities and established new pay ranges to achieve desired external competitiveness.
- City of Suwanee, Georgia
 - Reviewed and redesigned the City's job description, job evaluation, and classification plans. Conducted original market research of selected counties and municipalities and established new pay ranges, classification grading and effective pay management policies.
- City of Tacoma Park, Maryland
 - Conducted original market research of selected counties and municipalities and reviewed the market alignment of classifications, pay ranges and actual employee pay over a 5-month period.
- City of Winter Park, Florida
 - Reviewed and redesigned the City's job description, job evaluation, and classification plans. Conducted original market research of selected counties and municipalities and established new pay ranges, classification grading and effective pay management policies.
- City of Wytheville, Virginia
 - Reviewed and redesigned the City's job description, job evaluation, and classification plans. Conducted original market research of selected counties and municipalities and established new pay ranges, classification grading and effective pay management policies.
- Clay County Government, Florida
 - Reviewed and redesigned this 600-employee County's job description, job evaluation, and classification plans. Conducting original market research of selected cities and municipalities and establishing new pay ranges, classification grading and effective pay policies.
- Clay County Sheriff's Office, Florida
 - Reviewed and redesigned this 600-employee Sheriff's Office job description, job evaluation, and classification plans. Conducting original market research of selected cities and municipalities and establishing new pay ranges, classification grading and effective pay management policies.

III. Team Organization, Qualifications, and Experience

- Fond Du Lac County, Wisconsin
 - Reviewed and redesigned the County's job description, job evaluation, and classification plans. Conducted original market research of selected counties and established new pay ranges, classification grading and effective pay management policies.
- Gloucester County, Virginia
 - Reviewed and redesigned the County's job description, job evaluation, and classification plans. Conducted original market research of selected counties and established new pay ranges, classification grading and effective policies.
- James City County, Virginia
 - Reviewed and redesigned the County's job description, job evaluation, and classification plans. Conducted original market research of selected counties and established new pay ranges, classification grading and effective pay management policies.
- Northampton County, Pennsylvania
 - Reviewed and redesigned the County's job description, job evaluation, and classification plans. Conducting original market research of selected counties and municipalities and establishing new pay ranges, classification grading and effective pay management policies.
- Orange County Sheriff's Office, Florida
 - Reviewed and redesigned the Agency's job description, job evaluation, and classification plans for non-sworn personnel. Conducted original market research of selected peer organizations and established new pay ranges, classification grading and effective pay management policies.
- Schoharie County, New York
 - Reviewed and redesigned the County's job description, job evaluation, and classification plans. Conducted original market research of selected counties and established new pay ranges, classification grading and effective pay management policies.
- Stafford County Schools, Virginia
 - Reviewed and redesigned the school system's job description, job evaluation, and classification plans. Conducted original market research and established new pay ranges, classification grading and effective pay management policies.
- State of Maryland, Department of Legislative Services
 - Reviewed the Agency's job description, job evaluation, and classification plans. Conducted original market research of selected agencies and established new pay ranges to achieve desired external competitiveness
- State of Maryland, Maryland Environmental Services
 - Reviewed and redesigned the Agency's job description, job evaluation, and classification plans. Conducted original market research of selected agencies and counties and established new pay ranges, classification grading and effective pay management policies.
- St. Joseph County, Michigan
 - Reviewed and redesigned the County's job description, job evaluation, and classification plans. Conducted original market research of selected counties and established new pay ranges, classification grading and effective pay management policies.

III. Team Organization, Qualifications, and Experience

- State of North Carolina
 - Conducted an extensive 6 month total compensation survey and market assessment of the State's LME/Managed Care organizations. Analyzed findings and prepared and presented recommendations to the state legislature.
- Wicomico County, Maryland
 - Reviewed and redesigned the County's job description, job evaluation, and classification plans over a 9-month period. Conducted original market research of selected counties and municipalities and established new pay ranges, classification grading and effective pay management policies.
- Williamsburg-James City County Schools
 - Reviewed and redesigned the school system's job description, job evaluation, and classification plans. Conducted original market research and established new pay ranges, classification grading and effective pay management policies.
- Wor-Wic Community College, Maryland
 - Reviewed the College's job description, job evaluation, and classification plans. Conducted original market research of selected colleges and communities and established new pay ranges to achieve desired competitive philosophy.

Current/Ongoing Projects

- City of Charlotte (Charlotte Douglas International Airport)
- City of Charlotte, North Carolina (Charlotte Water)
- City of Cleveland, Ohio (Cleveland Metroparks)
- City of Fort Myers, Florida
- City of Westminster, Colorado
- Clay County Utility Authority, Florida
- Delaware County, Pennsylvania
- Laramie County Community College, Wyoming
- Northampton County, Virginia
- Stafford County, VA Public Schools
- State of Georgia, State Road and Tollway Authority
- Williamsburg-James City County, VA Schools

III. Team Organization, Qualifications, and Experience

Selected References

Client	Project
City of Rockville, Maryland Colette Anthony Deputy Director, Human Resources (240) 314-8473 canthony@rockvillemd.gov	Reviewed and redesigned the City's job description, job evaluation, and classification plans. Conducted original total compensation market research of selected counties and municipalities and established new pay ranges, classification grading and effective pay management policies.
James City County, Virginia Patrick Teague Director of Human Resources (757) 253-6681 Patrick.Teague@jamescitycountyva.gov	Reviewed and redesigned the County's job description, job evaluation, and classification plans. Conducted original market research of selected counties and established new pay ranges, classification grading and effective pay management policies.
Wicomico County, Maryland Donna O'Hara Director of Human Resources (410) 334-3105 dohara@wicomicoounty.org	Reviewed and redesigned Wicomico's job description, job evaluation, and classification plans over a 9-month period. Conducted original market research of selected counties and municipalities and established new pay ranges, classification grading and effective pay management policies.

IV. Project Approach and Preliminary Workplan

Phase 1: Project Planning and Discovery

Step 1: Project Planning

- We will kick off the project with a meeting among the Worcester and Bolton project teams to finalize engagement goals and scope and establish data needs, time milestones, and deliverables. Bolton will prepare data requests and assist with data collection, as needed, and will prepare a working project plan.

Step 2: Current Program Review

- Bolton will collect and internally review the organizational plan and policy documents, as well as previous assessments and analyses that describe the current compensation and benefits programs and their administration.
- We will meet with the HR team to ensure our full understanding of the current program.

Step 3: Leadership Briefing

- Bolton will work with the County to brief leadership - elected officials, executives, and department heads on the project and desired outcomes.

Phase 2: Job Analysis and Evaluation

Step 1: Job Description Review

- We plan to work with the County to collect existing job descriptions and review job content data (duties, responsibilities, and requirements) on all covered jobs.
- We will review both the format and the general language and text used within existing job descriptions.

Step 2: Functional Management Interviews

- We will interview department heads and other management to better understand the work of the County, how it is organized, and intended job results, to learn more about special talent considerations and labor market challenges, and to gather perceptions of the current program's effectiveness.
- Prior to and in preparation for our interviews, we will work with the County to request department heads complete our Functional Discovery Survey either online or via our tailored Microsoft Word form.

Step 3: Job Evaluation

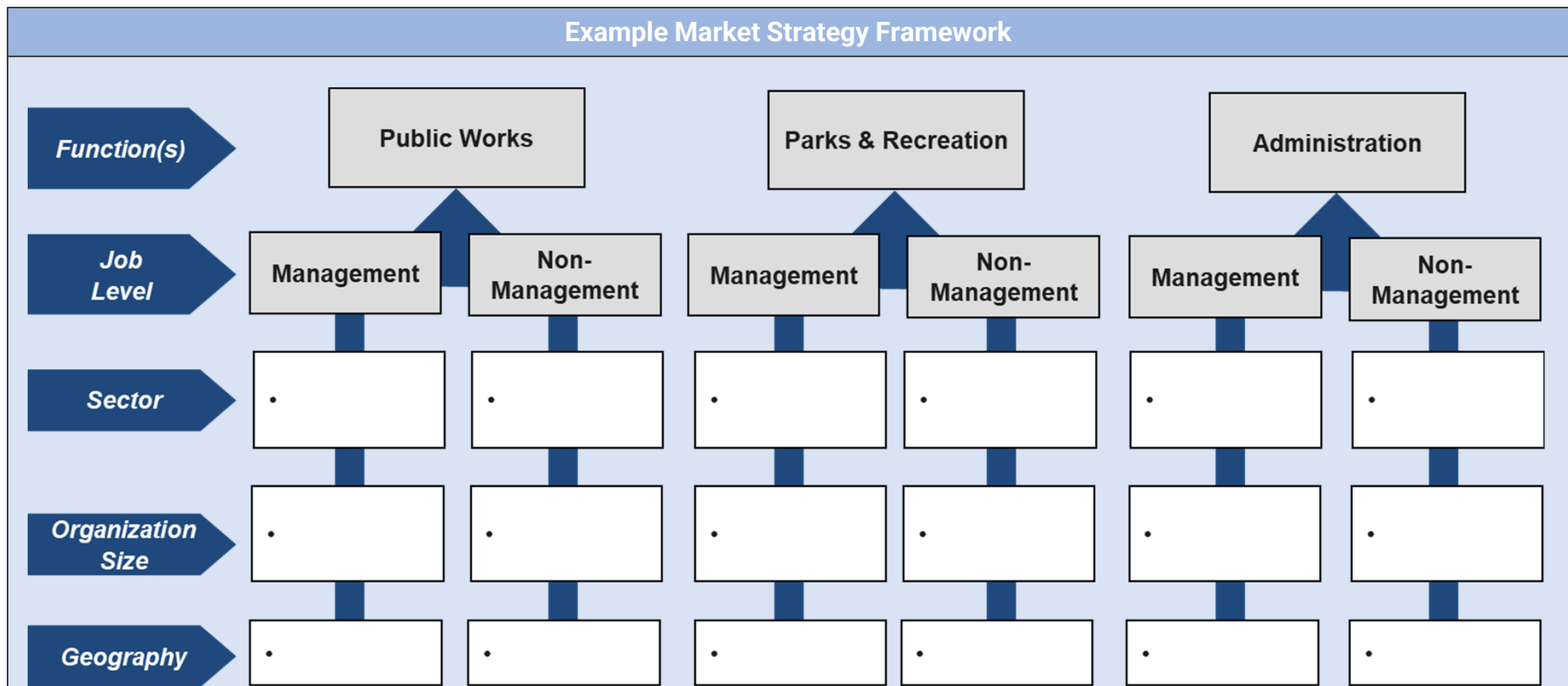
- We will organize jobs into our Career Stream families and career levels for use in market pricing and job grading.
- Bolton will also review the County's current system and job classification structure to assess its effectiveness in helping manage internal and external equity across the organization.

IV. Project Approach and Preliminary Workplan

Phase 3: Market Benchmarking

Step 1: Market Strategy

- Collaborate with the County to finalize the competitive labor market(s) that aligns with the feedback received from leadership and management, including specific peer organizations.
- The market strategy will identify sectors – public sector employers as well as private sector employers – with whom the County wants to compete for talent.
- It will also identify competitive differences based on the size of employers and their geographic location.



IV. Project Approach and Preliminary Workplan

Step 2: Custom Survey/Original Research

- Using our TRDx platform, we will conduct a custom survey of total compensation levels and practices survey of identified peers.
- Guided by Worcester's market strategy, we anticipate researching cities and counties in the region as well as private employers, if appropriate.
- We will work with Worcester to define the most appropriate contacts at each peer and a communication plan designed to gain maximum participation.
- The custom survey will require the completion of several distinct tasks:
 - Prepare survey package for review and approval;
 - Make initial contact with potential participants to generate interest;
 - Electronically distribute the questionnaire to the invitee list and monitor survey returns and follow-up;
 - Collect and review returned surveys, following up with questions or verification of reported data;
 - Aggregate and summarize reported data for use in our analyses; and
 - Produce and distribute a summary report for participants.

Step 3: Published Survey Analysis

- In addition, Bolton maintains an extensive library of published surveys and research that covers a wide array of market sectors, geographies, and job types. Our CompManager database has over 500,000 records of base and total cash compensation data.
- We will incorporate these data into our analyses, if needed, to represent desired labor markets.
- The results of our survey and supplemental market research will be summarized and presented as part of our subsequent gap analysis.

IV. Project Approach and Preliminary Workplan

Phase 4: Program Review Recommendations

Step 1: Gap Analysis

- Bolton will assess if/where gaps may exist between the County's objectives and the design and/or administration of its compensation system.
- We will develop a series of conceptual recommendations to discuss and develop an overarching approach to subsequent work steps as well as the program design backdrop.

Step 2: Structure and Classification Plan

- Bolton will employ the market data to develop base pay structures and ranges which are market competitive and aligned with the County's compensation philosophy and objectives. We will integrate the job evaluation results with the market data to develop and implement a job classification system that aligns internal equity with market competitiveness.

Step 3: Employee Pay Delivery Analysis

- Once the revised structure(s) is/are in place and jobs have been classified and assigned to grades, Bolton will assess the competitiveness and equity of actual employee pay.
- We will use compa-ratios, range penetration, or other market alignment measures to assess the overall competitive alignment of employees' actual pay.
- Working with the County, we will also address wherein the pay range an employee should be paid relative to their performance over time in their specific job so that we can assess actual pay competitiveness and broader statistical trends or issues, such as career pay and pay compression.

Step 4: Draft Reporting, Costing and Planning

- We will prepare a comprehensive draft report of our methodology, review findings, and recommendations for discussion with Worcester Administration and Human Resources.
- We will work with the County to determine appropriate implementation approaches, including strategies for fixing any pay inequities that arise from the study, the new structures, and how jobs are graded.

Phase 5: Reporting and Implementation

Step 1: Final Reporting, Approval, and Policy Updates

- Based on discussions with the County, we will incorporate agreed-upon changes and prepare a final report targeted for public disclosure.
- Should it be desired by the County, Bolton will present the study report or a summarized version to leadership and/or elected officials.

Step 2: Implementation and Communication

- We will also work with the County to determine appropriate implementation approaches, including strategies for fixing any pay inequities that arise from the study, the new structures, and how jobs are graded.
- Major tasks we expect to complete include reviewing, editing, and finalizing policies; developing an implementation and communication plan for Worcester use; working with HR to orient managers to the new systems; and transferring tools and resources to HR and provide training on their ongoing use.

V. Timing and Fees

Projected Timing

We estimate it will take 12 to 16 weeks from the project initiation meeting to review and update the County's classification and compensation program. This assumes that the County will provide us with the requested background materials in a timely manner, schedule meetings reasonably, and make approval decisions within the timing of the engagement. A timing breakout by step is below.

Project Phase/Step	Estimated Timing in Weeks from Kickoff													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1: Project Planning and Discovery														
• Step 1: Project Planning														
• Step 2: Current Program Review														
• Step 3: Leadership Briefing														
Phase 2: Job Analysis and Evaluation														
• Step 1: Job Description Review														
• Step 2: Management Interviews														
• Step 3: Job Evaluation														
Phase 3: Market Benchmarking														
• Step 1: Market Strategy														
• Step 2: Custom Survey/Original Research														
• Step 3: Published Survey Analysis														
Phase 4: Program Review Recommendations														
• Step 1: Gap Analysis and Conceptual Changes														
• Step 2: Pay Structure and Grading														
• Step 3: Employee Pay Equity and Delivery Analysis														
• Step 4: Draft Reporting and Discussion														
Phase 5: Reporting and Implementation														
• Step 1: Final Reporting														
• Step 2: Approval and Policy Updates														

V. Timing and Fees

Fees and Billing

We will charge an all-inclusive flat fee of \$50,000 to complete all objectives outlined in our proposal. This fee includes all labor, materials, travel-related expenses, and all related costs based on the defined project scope. If the County selects us to complete the entire project as proposed, our fee can be broken out by the following components:

- Job Analysis and Classification: \$10,000
- Cash Compensation Market Study: \$26,000
- Compensation Program: \$14,000

Major pricing assumptions:

- The study will cover 700 employees in approximately 275 unique job titles.
- We plan to work with leadership and HR to define a market strategy and develop and list of survey peers.
- We will interview department heads to engage on cultural competencies and the unique aspects and needs of the County. We will also ensure work process understanding and gather their input on jobs and the compensation program.
- We will utilize existing job descriptions to gather required job content data. Employee-completed questionnaires are optional.
- The market survey will cover pay levels and practices using Bolton's TRDx from up to 20 survey invitees identified by the County and Bolton. We will also develop rates at the 25th, 50th, and 75th percentiles from our library of published data sources on as many jobs as possible.
- We typically bill monthly as work tasks are completed but are open to working with the County to conform to their billing policies and procedures.
- Our pricing is good for 120 days from the date of the proposal.



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

November 7, 2025

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

Commissioner Bertino – You have Four (4) 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
- 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 Two (2) positions open:

- Mike Poole – **Term Ending** – Building Code Appeals Board
- Harry Hammond – **Term Ended** – Social Services Advisory Bd.

Commissioner Abbott – You have Four (4) positions open:

- Kevin Holland – **Term Ended** – Building Code Appeals Bd.
- Glen Holland – **Termed Out** – Agricultural Preservation Advisory Board
- Keri-Ann Byrd – **Resigned** – Housing Review Board
- Patricia Tomasovic – **Termed Out** – Board of Library Trustees

Commissioner Mitrecic – You have Three (3) positions open:

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



All Commissioners:

(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

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

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

(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 At-Large seat. **Interest - Ms. Quillen. would be a tremendous asset to this Board.**

(1) – Solid Waste Advisory Board - Town of Berlin member – James Charles’s term is ending.

(2)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended Dec. 2021 – Keith Swanton and Blake Haley

(4- Total): Commission for Women:

(2) - Resigned - (Fiori) - Elizabeth Rodier; (Elder) – Joan Scott

(2) - Currently Termed Out - Kimberly List (Mitrecic),

(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>At-Large Members</u>	<u>Years of Term(s)</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

Ex-Officio Members

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
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
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21-25-29

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-Zytkowicz (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
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
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25-28

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 20

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
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
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25-29

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

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
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
Jerry Barbierri	D-1, Abbott	Pocomoke	*12-15-20-25-30

Prior Members:

Since 1972

David L. Johnson	Terry Bayshore	Wilbert ATom@ Pitts (99-07)
N. Paul Joyner	Larry Widgeon	Doug Slingerland (07-08)
Daniel Trimper, IV	Charles D. ACD@ Hall	Carolyn Cummins (90-94, 99-09)
Hugh F. Wilde	Ernest ASandy@ Coyman	Madison AJimmy@ Bunting (05-10)
Warren Frame	Rev. Donald Hamilton	Jeanne Lynch (06-11)
Roland E. Powell	Dale Stevens	H. Coston Gladding (96-12)
Harry Cherrix	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>
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
William Gabeler	D-6, Bunting	Ocean Pines	21-25-29

Prior Members: Since 1972

Howard Taylor	Warren Mitchell	Jr.(83-98)	William Regan (02-16)
Arthur Shockley	Edith Barnes	Richard Ramsay (93-98)	Shawn Johnson(15-19)
Rev. Ray Holsey	Glen Phillips	Mike Daisy (98-99)	Devin Bataille (19-20)
William Tingle	Gerald Long	Cam Bunting (95-00)	Chris Klebe (*11-21)
Mace Foxwell	Lou Ann Garton	Charlie Jones (98-03)	Mike Hooks (12-24)
Nelson Townsend	Milton Warren	Rick Morris (03-05)	
J.D. Townsend	Ann Hale	Gregory Purnell (97-06)	
Robert Miller	Claude Hall, Jr.	George AEddie@ 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)	

* = 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
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
Brain Scarborough	Town of Ocean City		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 ACorey@ 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)

* = Appointed to fill an unexpired term

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:

Member=s Name	Nominated By	Resides	Years of Term(s)²
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
Sarah Ash	D-5, Bertino	Berlin	25-29
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17-21-25-29

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 ABuzz@ Gering ¹	Wayne Benson (05-06)	Joh Davis (*19-24)
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
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
Kelsey Moran	Dept of Social Services		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)	Coleen Colson (19-25)
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



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 OC Today Dispatch Group*
 FROM: Candace Savage, Deputy Chief Administrative Officer
 DATE: November 7, 2025
 SUBJECT: Worcester County Public Hearing Notice

.....
 Please print the below Public Hearing Notice in *The Salisbury Daily Times* and *Ocean City Digest/OC Today Dispatch* on October 30, 2025 and November 6, 2025. Thank you.

**NOTICE OF PUBLIC HEARING
 FOR MAP AMENDMENT
 ATLANTIC COASTAL BAYS
 CRITICAL AREA
 10702 ASSATEAGUE ROAD
 Worcester County, Maryland**

Pursuant to Section NR 3-110(b)(3) of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, a request has been submitted to the Worcester County Commissioners by Mark Cropper Esquire on behalf of Buck Browns, LLC for the reclassification of 2.19 acres of land from Resource Conservation Area to Limited Development Area. The subject property is located at the corner of Route 376 Assateague Road and Harrison Road in Berlin and is shown on Worcester County Tax Map 25, Parcel 298.

Pursuant to Section NR 3-110(b)(4) of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners will hold a public hearing.

At said public hearing, the Commissioners will consider the request for a map amendment based on a mistake for the above referenced property, any staff reports and recommendations, comments of other agencies, and testimony offered before them.

**The public hearing on this application will be held on
 TUESDAY, November 18, 2025 at 10:30 A.M.
 in the Commissioners' Meeting Room, Room 1101 – Government Center
 One West Market Street, Snow Hill, Maryland 21863**

The file containing the request for reclassification and other pertinent information which will be entered into the record of the public hearing are on file and are available for inspection at the Department of Environmental Programs, Worcester County Government Center, Suite 1306 (3rd floor), One West Market Street, Snow Hill, Maryland, 21863 during regular business hours of 8:00 am to 4:30 pm. Questions may be directed to David Bradford, Deputy Director, by calling (410) 632-1220, extension 1143 or email at dbradford@co.worcester.md.us

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.

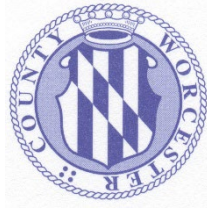
In accordance with the provisions of § NR 3-110(b)(4), we need to schedule the requisite public hearing necessary for this proposed correction of our local program maps.

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):

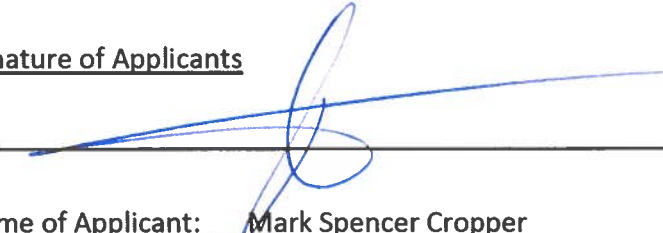
That improved real property generally referred to as Tax Map 25, Parcel 298 with a mailing address of 10702 Assateague Road, Berlin, Maryland (the "Property") is mistakenly designated Resource Conservation Area (RCA) on the Atlantic Coastal Bays Critical Area Maps (the "Maps")(See Exhibit "A"). The property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

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.

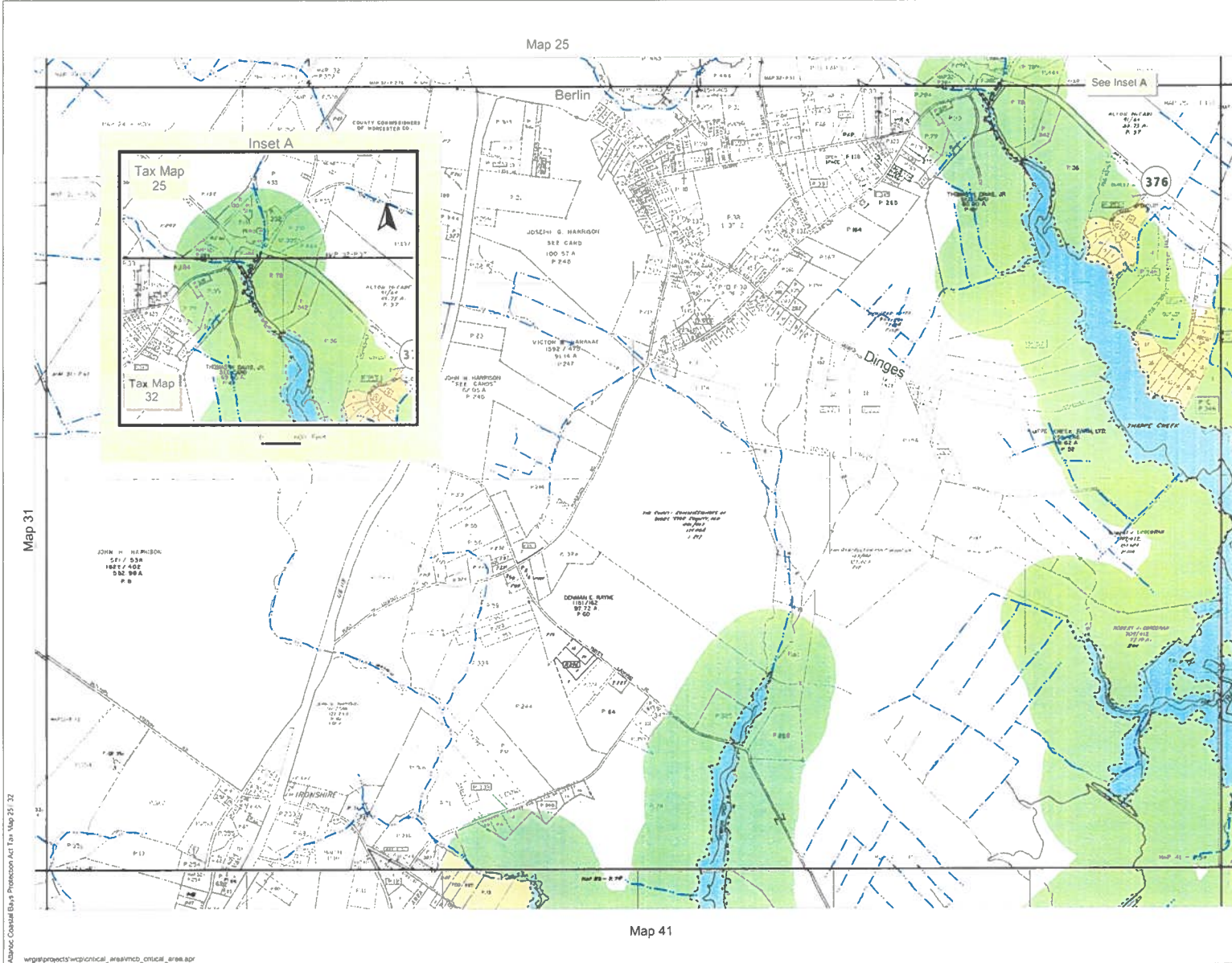


EXHIBIT “B”

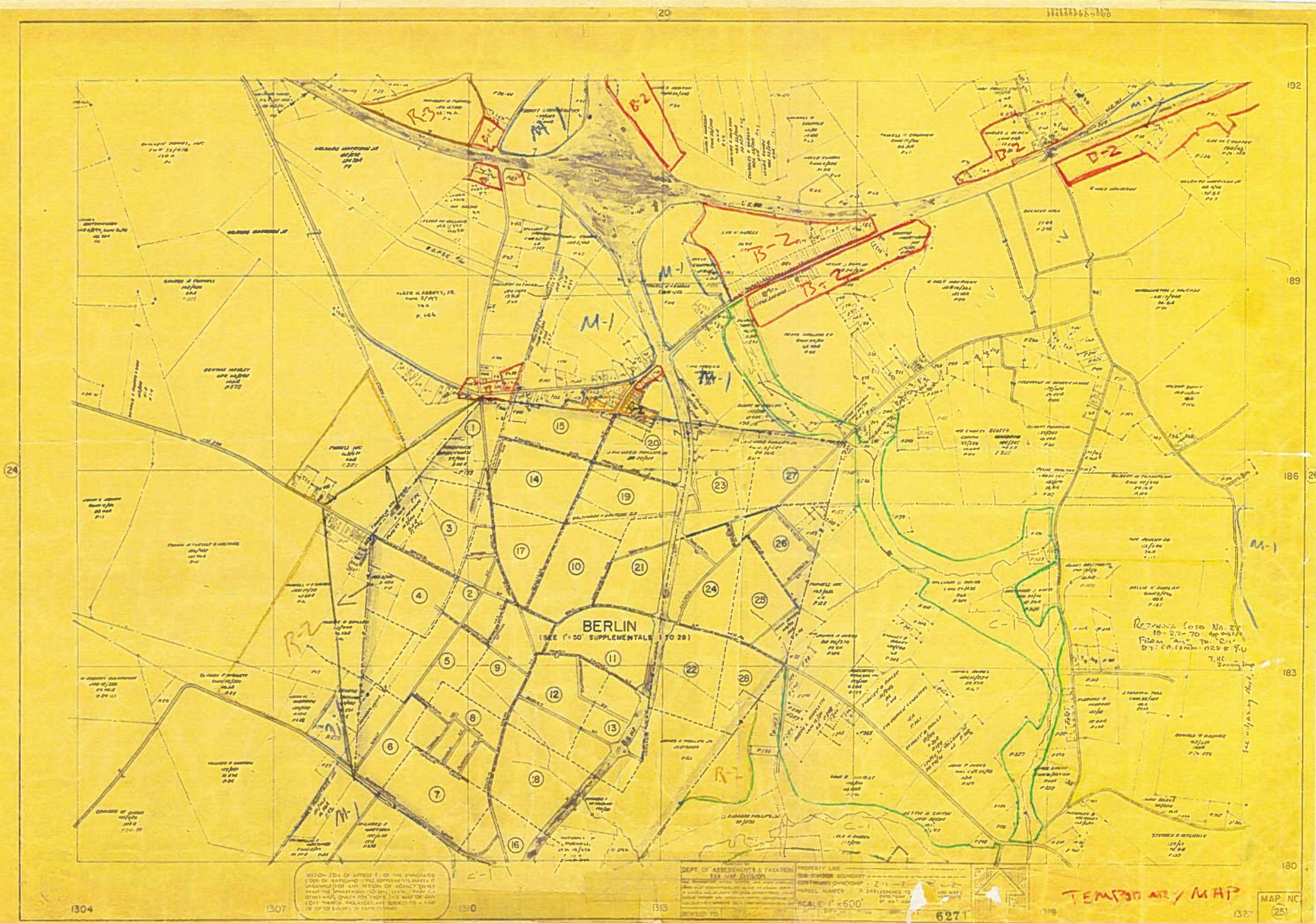


EXHIBIT “C”

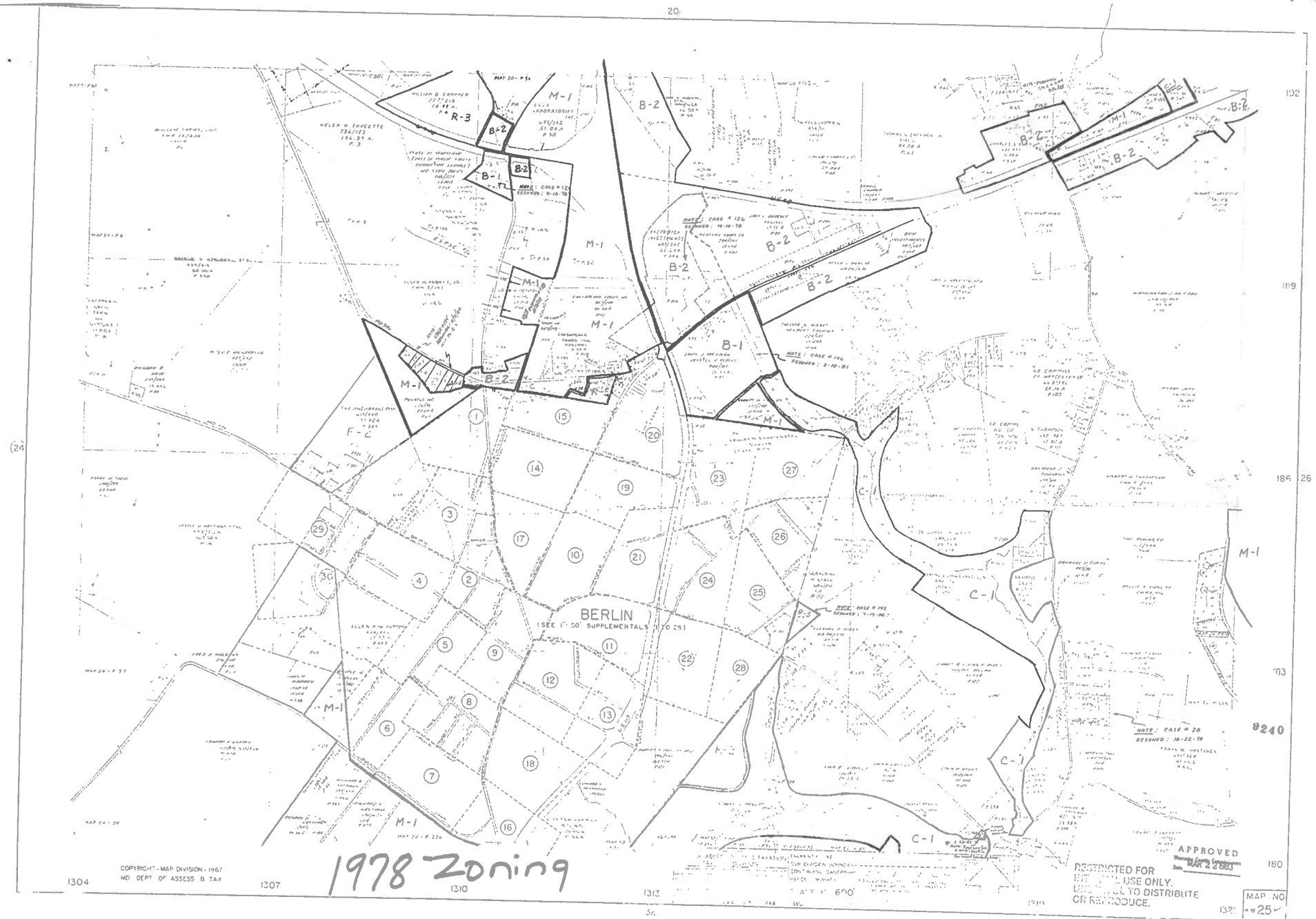
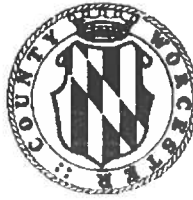


EXHIBIT “D”

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

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

July 24, 1985

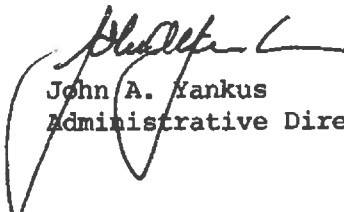
Worcester County Planning Commission
111 N. Washington Street
Snow Hill, Maryland 21863

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.

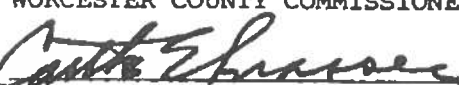
As a result of the evidence presented before the Board and the findings as set forth in Attachment "A", the County Commissioners of Worcester County find that there is a mistake in the existing zoning classification of the petitioned property and that a change in zoning would be more desirable in terms 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.

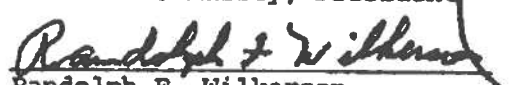
Adopted as of July 23, 1985. Reduced to writing and signed August 20, 1985.

ATTEST:


John A. Yankus
Administrative Director

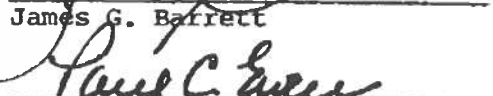
WORCESTER COUNTY COMMISSIONERS


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

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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.

Please Type
or
Print in Ink

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

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: _____

V. Reasons for Requested Change

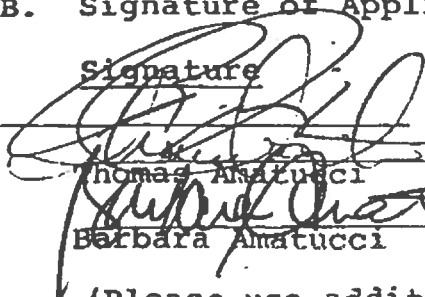
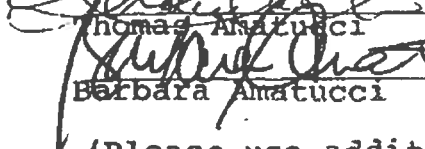
- A. Please list reasons or other information as to why the rezoning change is necessary and therefore requested:
Since at least 1947, this property has been the site of "Dailey's General Store", and was not re-zoned to reflect this use. Property is currently zoned A-1 and should be zoned B-1. There 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
		Route 4, Box 387 Berlin, MD 21811	641-4050	2-5-85

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

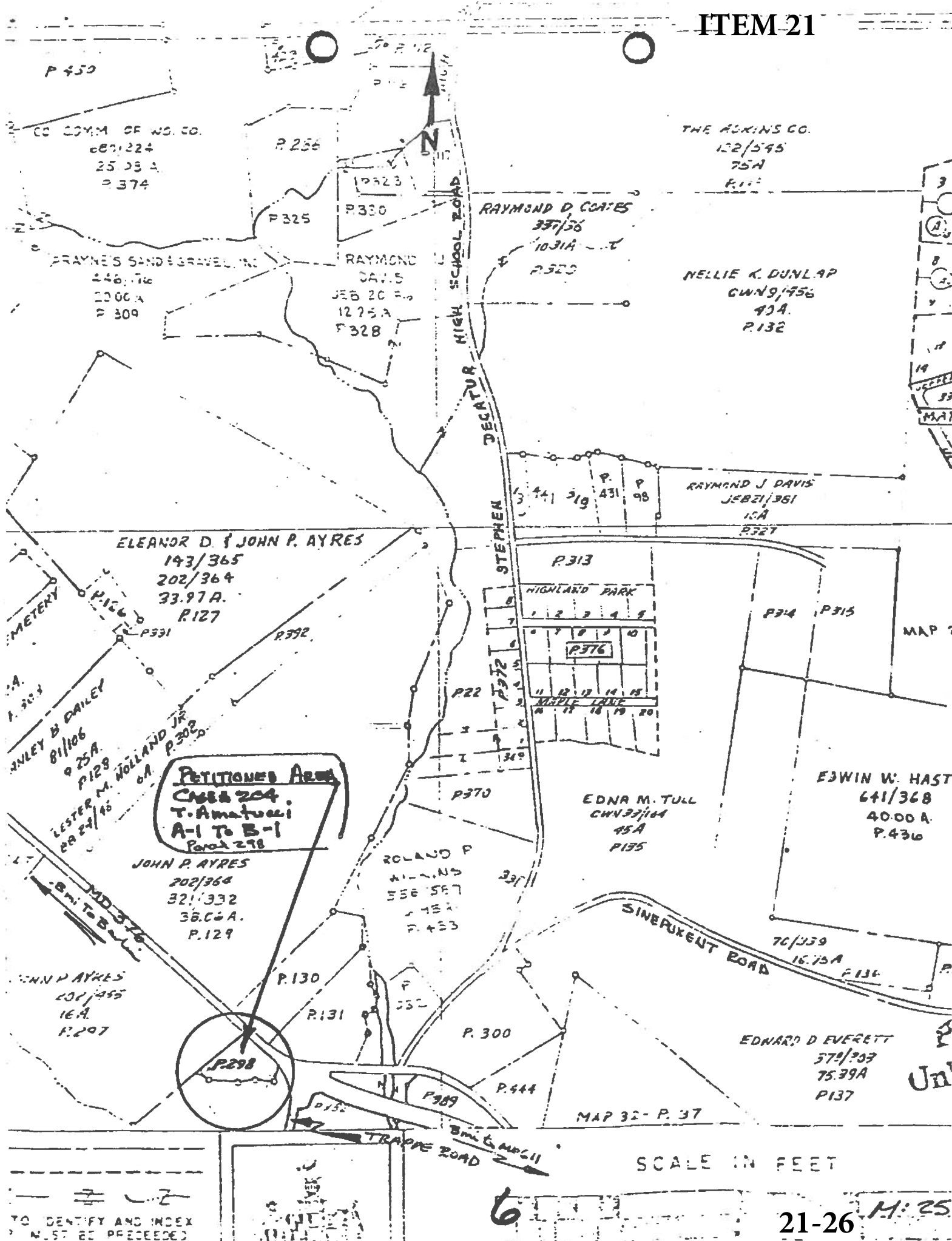
VII. General Information Relating to the Rezoning Process

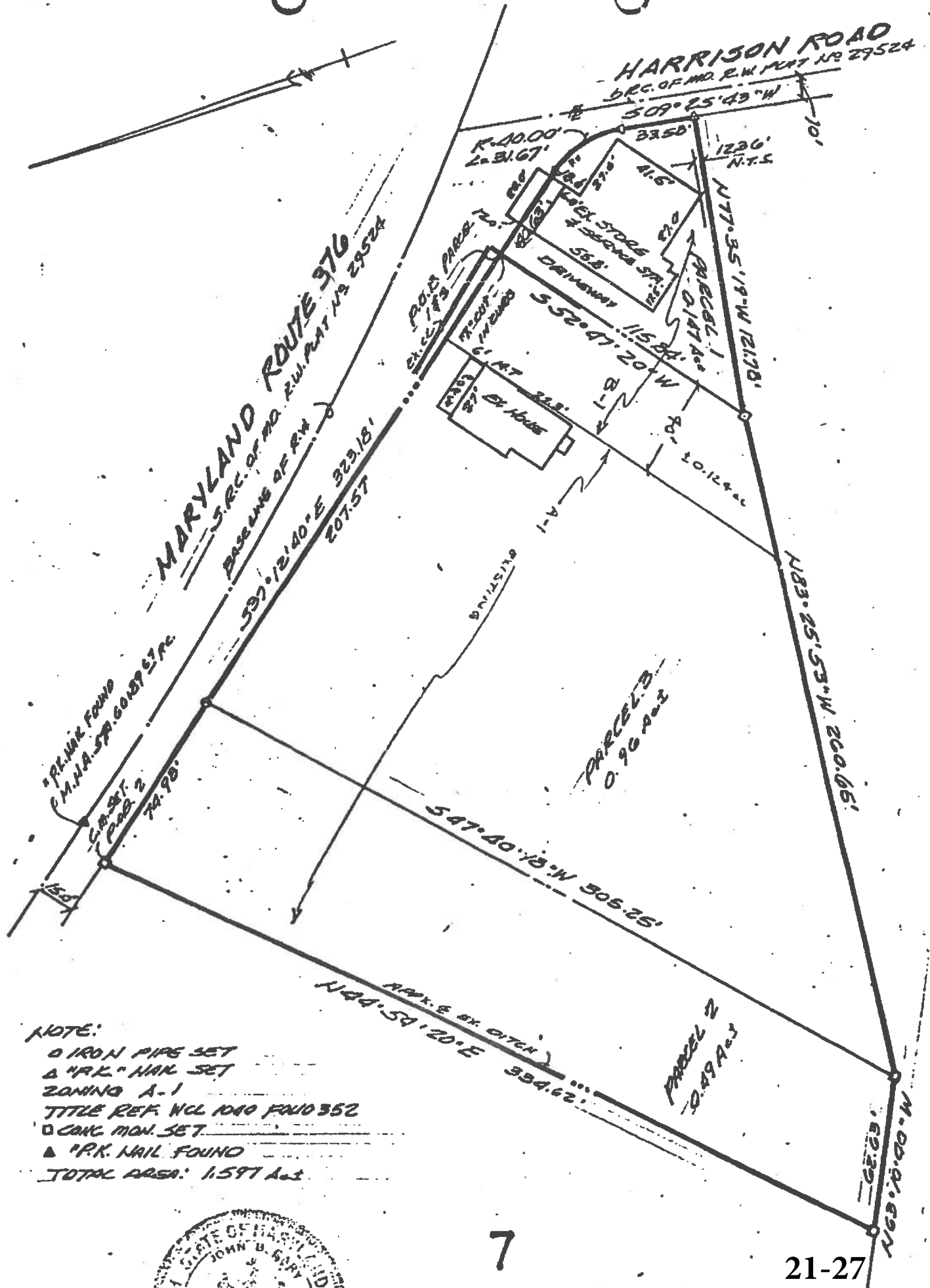
- A. Applications for map amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- B. Any officially filed amendment or other change shall first be referred by the County Commissioners to the Planning Commission 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.

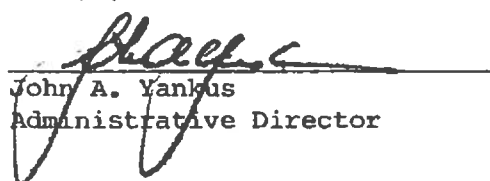
Section 1: A portion of the petitioned property owned by Thomas Amatucci shown as Parcel 298 on Tax Map 25, located on the southerly side of Maryland Route 376 and immediately west of Trappe Road consisting of approximately 0.271 acres of land running from Harrison Road (Trappe

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.

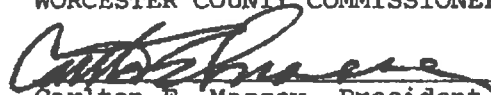
Section 2: The effective date of this resolution shall be nunc pro tunc, July 23, 1985.

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

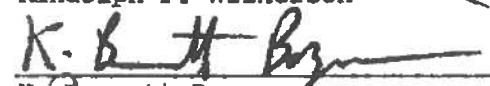
ATTEST:


John A. Yankus
Administrative Director

WORCESTER COUNTY COMMISSIONERS


Carlton E. Massey, President


Randolph F. Wilkerson


K. Bennett Bozman


James G. Barrett

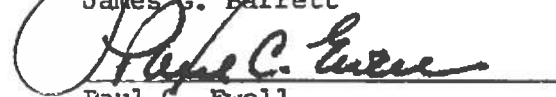

Paul C. Ewell

EXHIBIT “E”

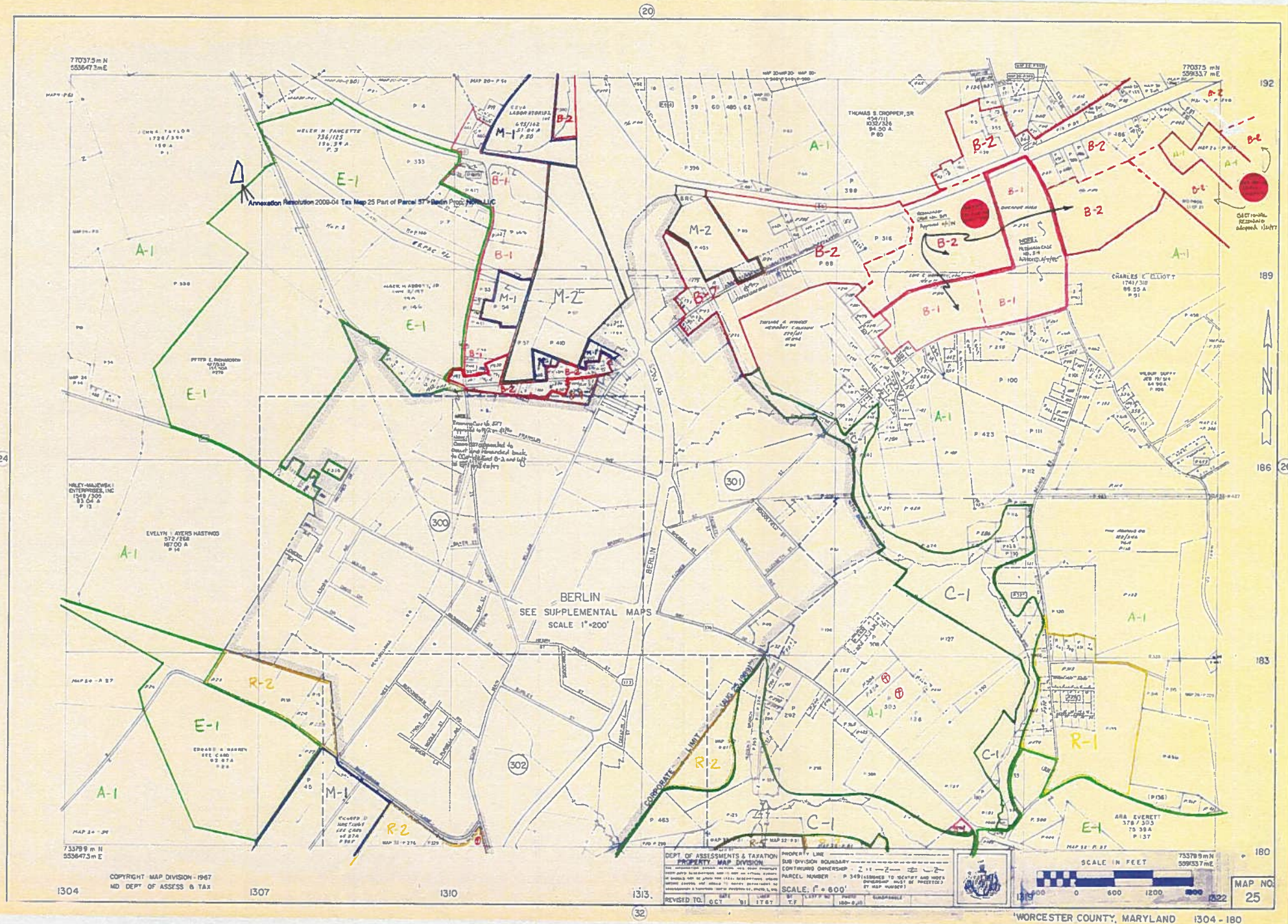
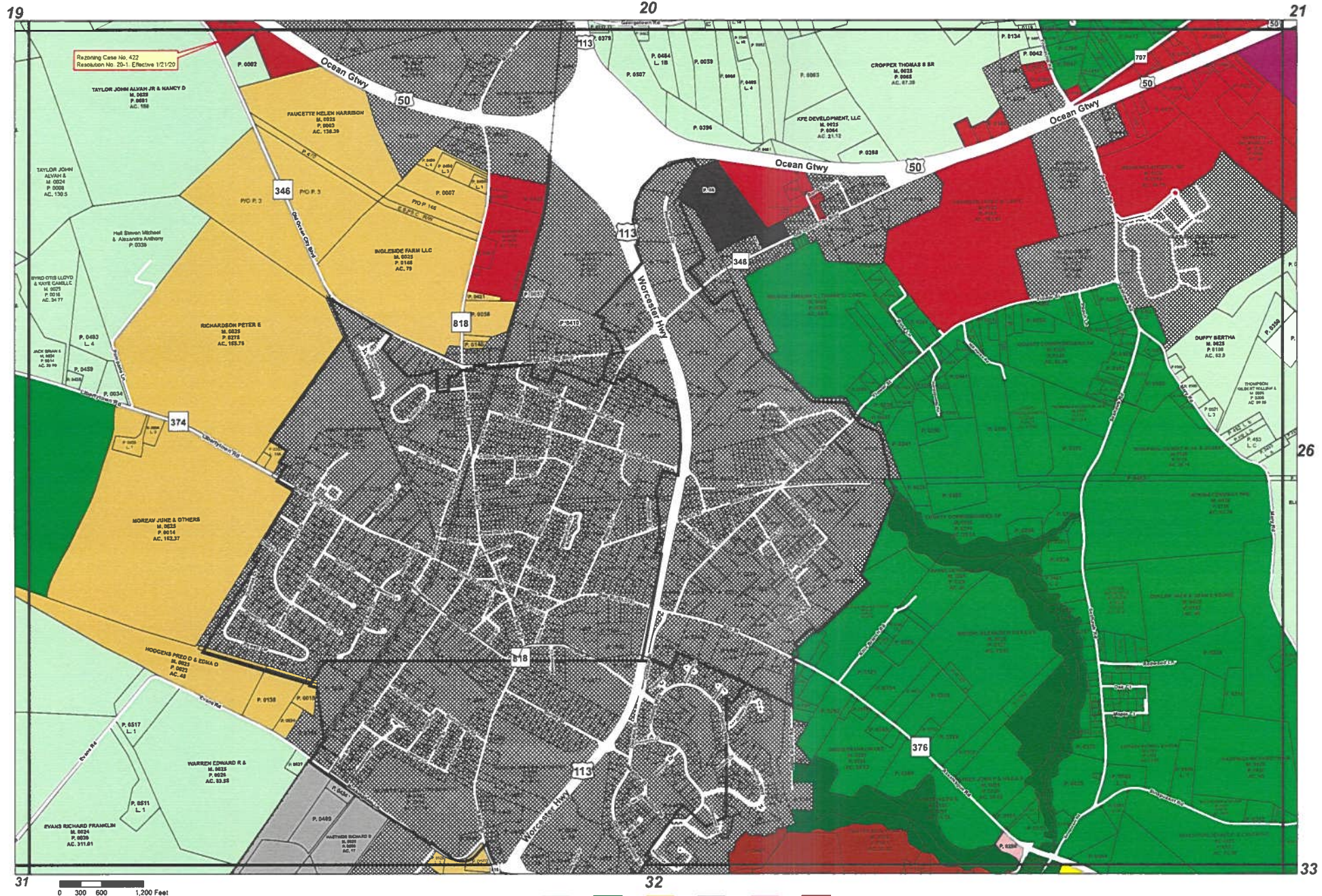


EXHIBIT “F”



Tax Map 25

21-33

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.

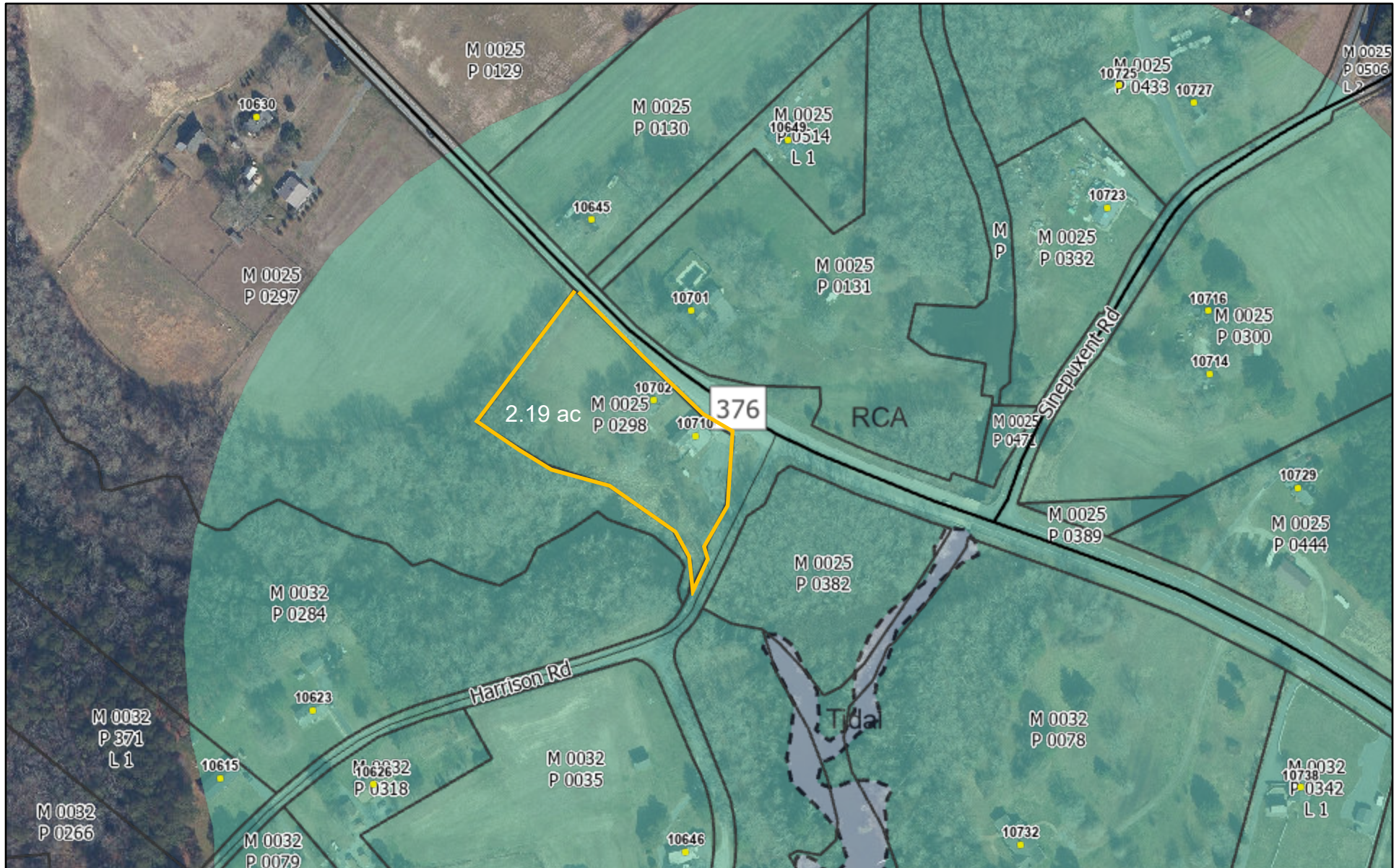
A handwritten signature in black ink, reading "Kathryn Hayden". The signature is written in a cursive, flowing style.

Kathryn Hayden
Planner

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

10702 Assateague Rd - Critical Area Remapping

ITEM 21



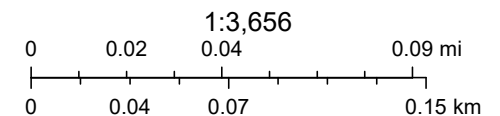
9/26/2025, 3:13:45 PM

- 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.



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 OC Today Dispatch Group*
 FROM: Candace Savage, Deputy Chief Administrative Officer
 DATE: November 7, 2025
 SUBJECT: Worcester County Public Hearing Notice

.....

Please print the below Public Hearing Notice in *The Salisbury Daily Times* and *Ocean City Digest/OC Today Dispatch* on October 30, 2025 and November 6, 2025. Thank you.

**NOTICE OF PUBLIC HEARING
 FOR MAP AMENDMENT
 ATLANTIC COASTAL BAYS
 CRITICAL AREA
 CENTER DRIVE AND NORTH
 ROAD
 Worcester County, Maryland**

Pursuant to Section NR 3-110(b)(3) of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, a request has been submitted to the Worcester County Commissioners by Mark Cropper Esquire on behalf of the Estate of Olivia Harrison Phillips for the reclassification of 6.60 acres of land from Resource Conservation Area to Intensely Development Area. The subject property is located along the northerly side of Center Drive and the westerly side of North Road in West Ocean City and is shown on Worcester County Tax Map 22, Parcel 268.

Pursuant to Section NR 3-110(b)(4) of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners will hold a public hearing.

At said public hearing, the Commissioners will consider the request for a map amendment based on a mistake for the above referenced property, any staff reports and recommendations, comments of other agencies, and testimony offered before them.

**The public hearing on this application will be held on
 TUESDAY, November 18, 2025 at 10:35 A.M.
 in the Commissioners' Meeting Room, Room 1101 – Government Center
 One West Market Street, Snow Hill, Maryland 21863**

The file containing the request for reclassification and other pertinent information which will be entered into the record of the public hearing are on file and are available for inspection at the Department of Environmental Programs, Worcester County Government Center, Suite 1306 (3rd floor), One West Market Street, Snow Hill, Maryland, 21863 during regular business hours of 8:00 am to 4:30 pm. Questions may be directed to David Bradford, Deputy Director, by calling (410) 632-1220, extension 1143 or email at dbradford@co.worcester.md.us

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**
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.

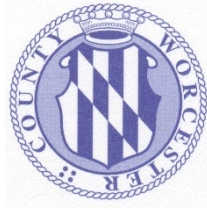
In accordance with the provisions of § NR 3-110(b)(4), we need to schedule the requisite public hearing necessary for this proposed correction of our local program maps.

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

ITEM 22

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	Use:	RESIDENTIAL
Mailing Address:	12903 WINDY DR OCEAN CITY MD 21842-0000	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	
Town: None									Plat Ref:

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1985	8,639 SF		34.4000 AC	

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	Date: 03/02/1999	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: SVH /02854/ 00468	Deed2:
Seller: PHILLIPS OLIVIA H	Date: 03/02/1999	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: SVH /02854/ 00463	Deed2:
Seller: PHILLIPS STEPHEN B &	Date: 11/13/1996	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: RHO /02331/ 00048	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:



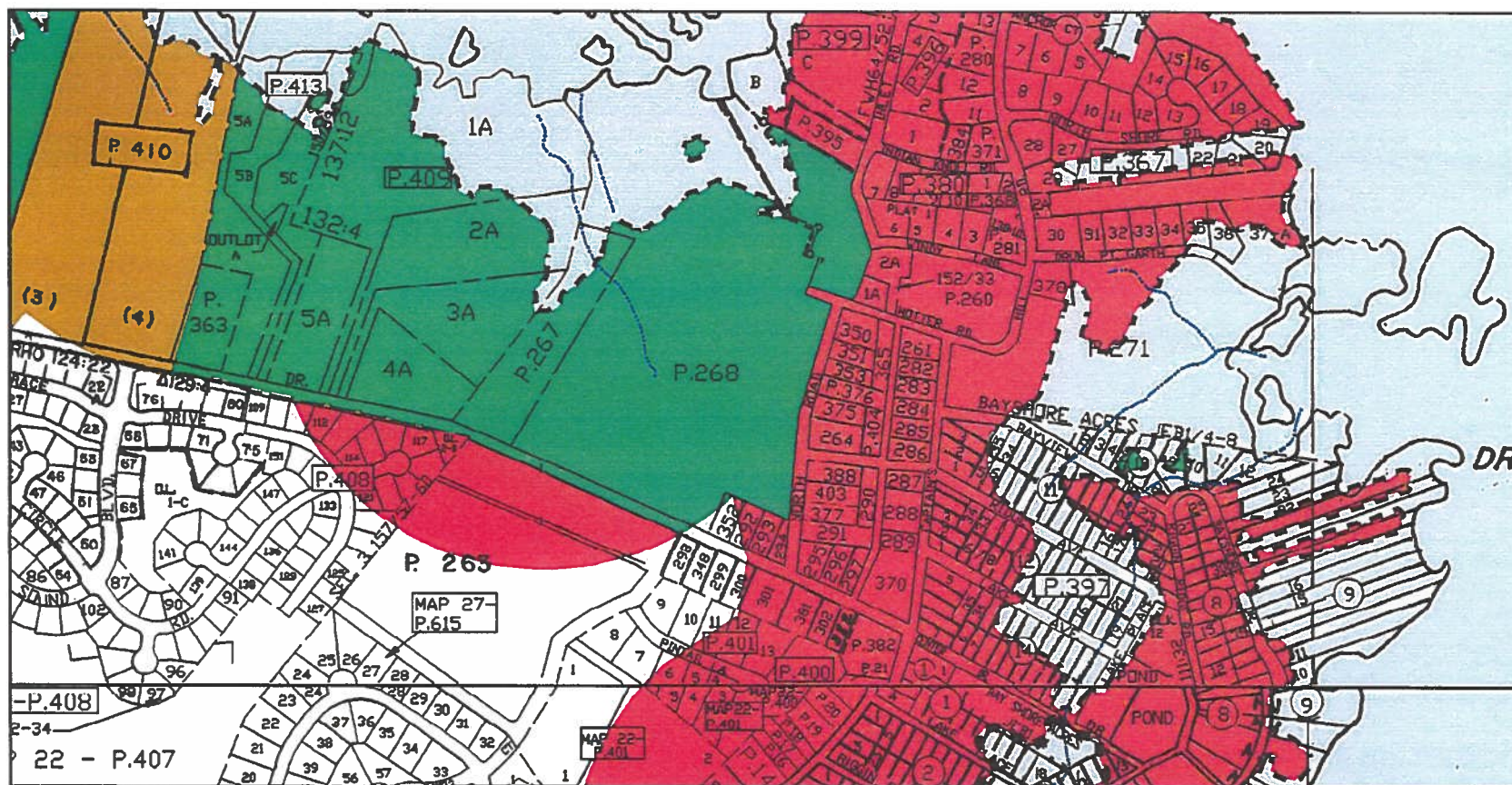


EXHIBIT “B”

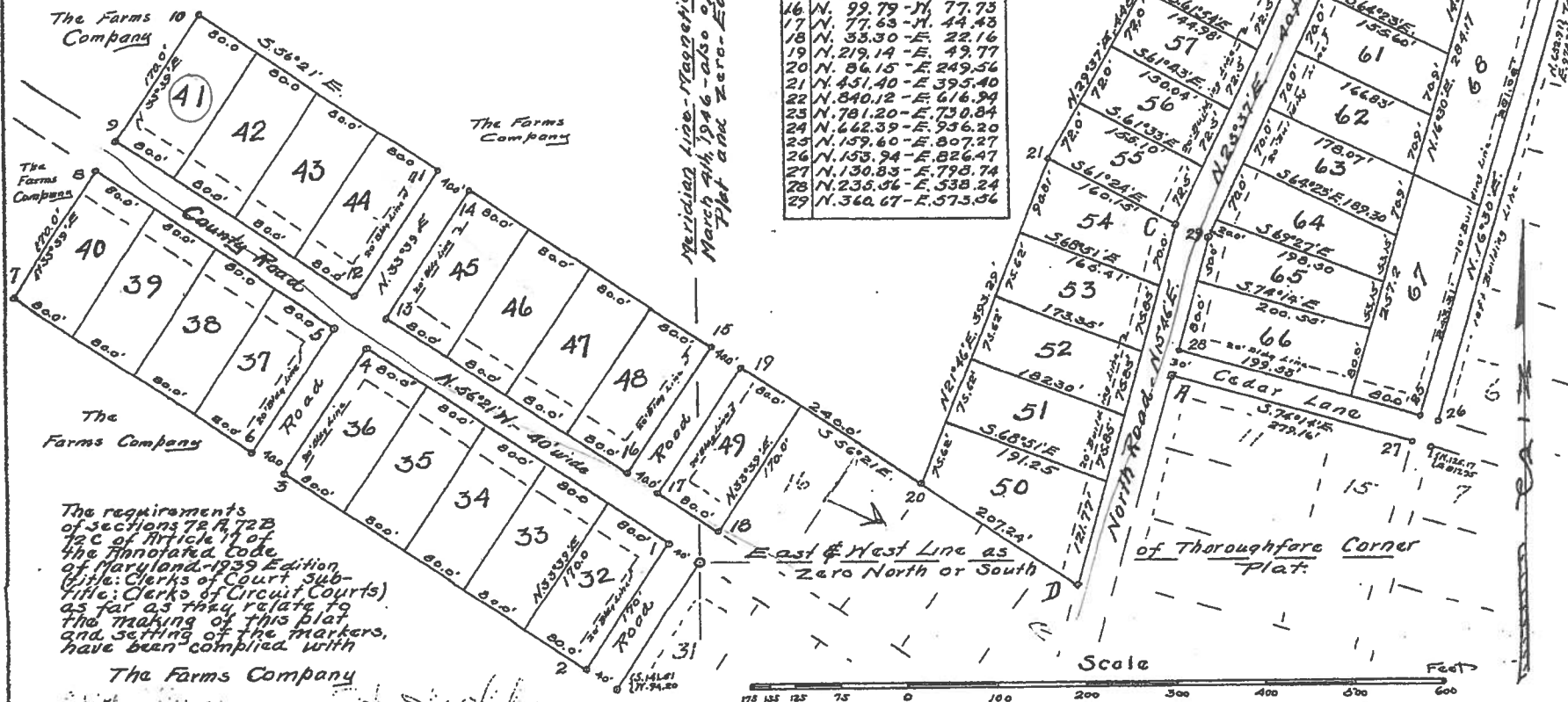
By *J. D. [Signature]*
M.B. 1776
Reg. Carr.

M.B. 1276

M.B. 1796

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

Station	— coordinates —		Traverse Pts
1	N. 22.16 - W.	33.30	A N. 206.65
2	S. 119.35 - W.	127.50	E. 530.08
3	N. 102.30 - N.	460.47	N. 762.49
4	N. 243.81 - N.	366.27	E. 766.23
5	N. 266.98 - N.	399.57	N. 374.86
6	N. 124.46 - N.	493.77	E. 336.01
7	N. 301.78 - N.	760.15	S. 28.68
8	N. 443.30 - N.	665.95	E. 422.07
9	N. 476.59 - N.	643.79	
10	N. 618.11 - N.	543.59	
11	N. 440.79 - N.	289.31	
12	N. 299.28 - N.	377.41	
13	N. 277.11 - N.	344.11	
14	N. 416.63 - N.	249.91	
15	N. 241.31 - E.	16.47	
16	N. 99.79 - N.	77.73	
17	N. 77.63 - N.	44.48	
18	N. 33.30 - E.	22.16	
19	N. 219.14 - E.	49.77	
20	N. 86.15 - E.	29.56	
21	N. 451.40 - E.	395.40	
22	N. 840.12 - E.	616.94	
23	N. 781.20 - E.	730.84	
24	N. 662.39 - E.	936.20	
25	N. 159.60 - E.	807.27	
26	N. 153.94 - E.	826.47	
27	N. 130.83 - E.	798.74	
28	N. 236.96 - E.	538.24	
29	N. 360.67 - E.	575.56	



The requirements of sections 72A, 72B, 72C of Article 19 of the Annotated Code of Maryland, 1939 Edition, (Title: Clerks of Court Subtitle: Clerks of Circuit Courts) as far as they relate to the making of this plat and setting of the markers, have been complied with

The Farms Company

Elizabeth L. L. L.
Secretary

President

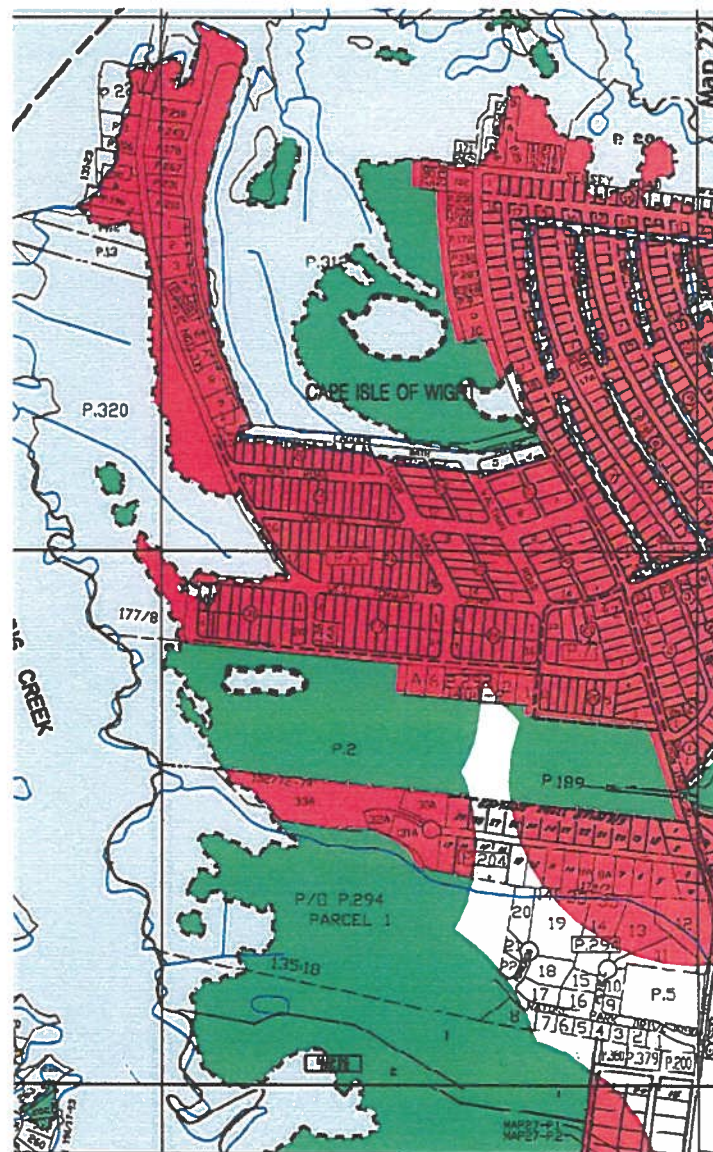
MSG: SS01251-2158

CWN 1, p 89 **22-15**

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 Development 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,

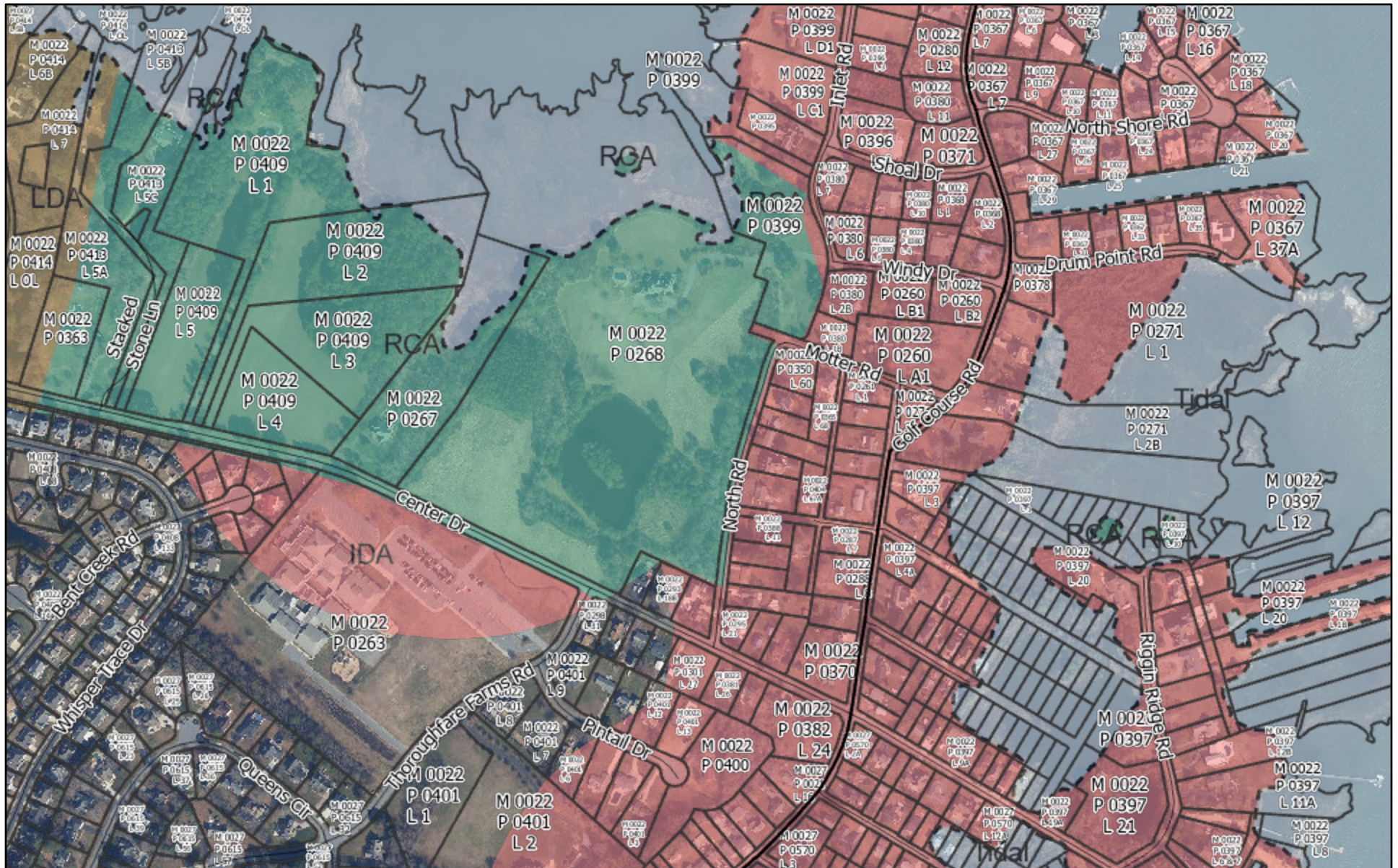


Kathryn Hayden
Planner

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

Center Dr and North Rd - Critical Area

ITEM 22



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

Worcester Roads

- Major
- Local
- Parcel Boundaries

Critical Area - MD Coastal Bays

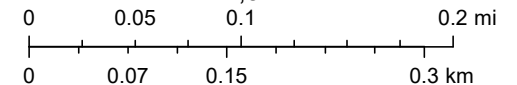
- IDA - Intensely Development Areas
- LDA - Limited Development Areas
- RCA - Resource Conservation Areas
- Tidally Influenced Areas

2024_Worcester_MG4_20to1_Mosaic_Feet.sid

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

Attachment 3

1:7,312

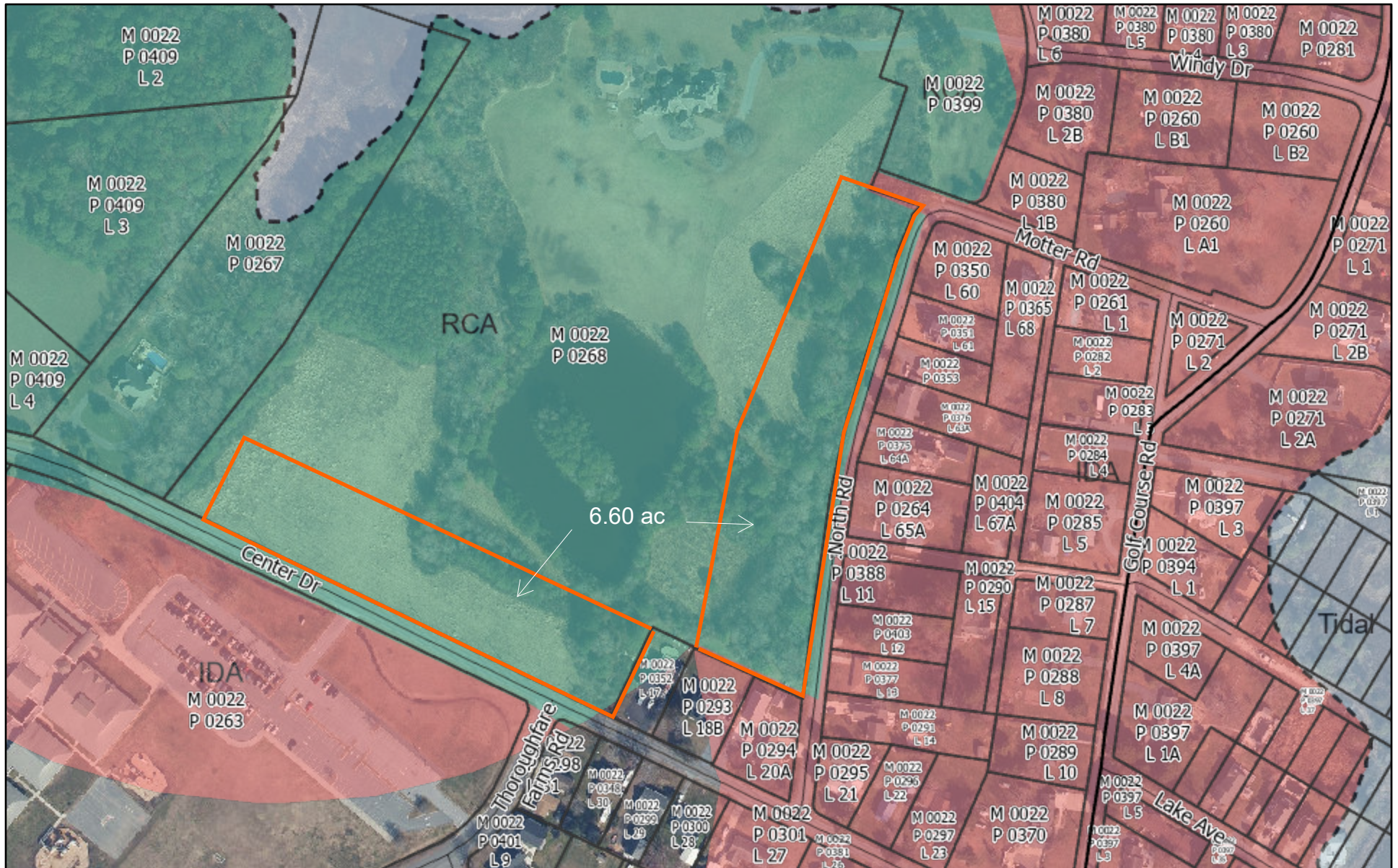


Originally, Spatial Systems Associates, Inc.
Worcester County GIS. Since receiving back from SSA, Worcester County

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 22



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

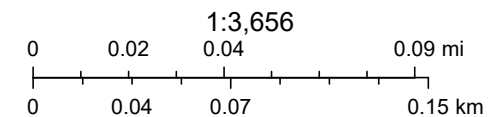
2024_Worcester_MG4_20to1_Mosaic_Feet.sid

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.



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 OC Today Dispatch Group*
 FROM: Candace Savage, Deputy Chief Administrative Officer
 DATE: November 7, 2025
 SUBJECT: Worcester County Public Hearing Notice

.....
 Please print the below Public Hearing Notice in *The Salisbury Daily Times* and *Ocean City Digest/OC Today Dispatch* on October 30, 2025 and November 6, 2025. Thank you.

**NOTICE OF PUBLIC HEARING
 FOR MAP AMENDMENT
 ATLANTIC COASTAL BAYS
 CRITICAL AREA
 ISLAND RESORT CAMPGROUND
 Worcester County, Maryland**

Pursuant to Section NR 3-110(b)(3) of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, a request has been submitted to the Worcester County Commissioners by Mark Cropper Esquire on behalf of Island Resort Park, Inc. for the reclassification of 30.7 acres of land from Resource Conservation Area to Intensely Developed Area. The subject property is located along the northerly side of Croppers Island Road in Newark and is shown on Worcester County Tax Map 40, Parcel 240.

Pursuant to Section NR 3-110(b)(4) of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners will hold a public hearing.

At said public hearing, the Commissioners will consider the request for a map amendment based on a mistake for the above referenced property, any staff reports and recommendations, comments of other agencies, and testimony offered before them.

**The public hearing on this application will be held on
 TUESDAY, November 18, 2025 at 10:40 A.M.
 in the Commissioners' Meeting Room, Room 1101 – Government Center
 One West Market Street, Snow Hill, Maryland 21863**

The file containing the request for reclassification and other pertinent information which will be entered into the record of the public hearing are on file and are available for inspection at the Department of Environmental Programs, Worcester County Government Center, Suite 1306 (3rd floor), One West Market Street, Snow Hill, Maryland, 21863 during regular business hours of 8:00 am to 4:30 pm. Questions may be directed to David Bradford, Deputy Director, by calling (410) 632-1220, extension 1143 or email at dbradford@co.worcester.md.us

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
Island Resort Park, Inc.

Date: 8/25/25

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

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

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

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

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

cc: Brian Soper, Natural Resources Administrator



Worcester County

Department of Environmental Programs
Natural Resources Division

Memorandum

To: Robert Mitchell, Director

From: Brian Soper, Natural Resources Administrator *BS*

Subject: Atlantic Coastal Bays Critical Area Amendment/Refinement Request

Date: August 25, 2025

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

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

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

Citizens and Government Working Together

WORCESTER COUNTY GOVERNMENT CENTER 1 WEST MARKET STREET, ROOM 1306 SNOW HILL, MARYLAND 21863
TEL: 410-632-1220 FAX: 410-632-2012

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

cc: David Bradford, EP Deputy Director



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

PETITION FOR AMENDMENT TO
THE NATURAL RESOURCES ARTICLE

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

Fee Paid \$400.00



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

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

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

A. Resident of Worcester County: ☒

B. Taxpayer of Worcester County: ☒

C. Governmental Agency: ☐

(Name of Agency) _____

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

A. Critical Area Growth Allocation: ☐

B. Critical Area Map Amendment: ☒

C. Text Amendment: ☐

1. Current Code Citation: _____

D. Describe proposed amendment(s):

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

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

III. Reasons for Requesting Amendment.

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

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

IV. Signature of Applicants

Signature: _____ Date: 5/5/25

Printed Name of Applicant: Mark Spencer Cropper

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

Phone Number: 410-723-1400

Email: mcropper@ajgalaw.com

V. Signature of Attorney

Signature: _____ Date: 5/5/25

Printed Name of Applicant: Mark Spencer Cropper

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

Phone Number: 410-723-1400

Email: mcropper@ajgalaw.com

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

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

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

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

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

- C. Critical Area Map Amendment Information - An amendment of the Official Critical Area Map may only be granted by the County Commissioners upon proof of a mistake in the existing land use area.

- D. Growth Allocation Information § NR 3-112 - Any application for growth allocation shall be reviewed by the Planning Commission but shall first be referred to the Department for review. Comments and recommendations shall be prepared by the Department for consideration by the Planning Commission in its review. The Planning Commission shall review the application in accordance with the provisions of § NR 3-112 hereof and forward a recommendation to the County Commissioners within a reasonable period of time as determined by the County Commissioners. Upon receipt of the Planning Commission's recommendation, the County Commissioners shall hold at least one public hearing in accordance with the provisions of § NR 3-112(e)(4) et seq. hereof.

EXHIBIT “A”

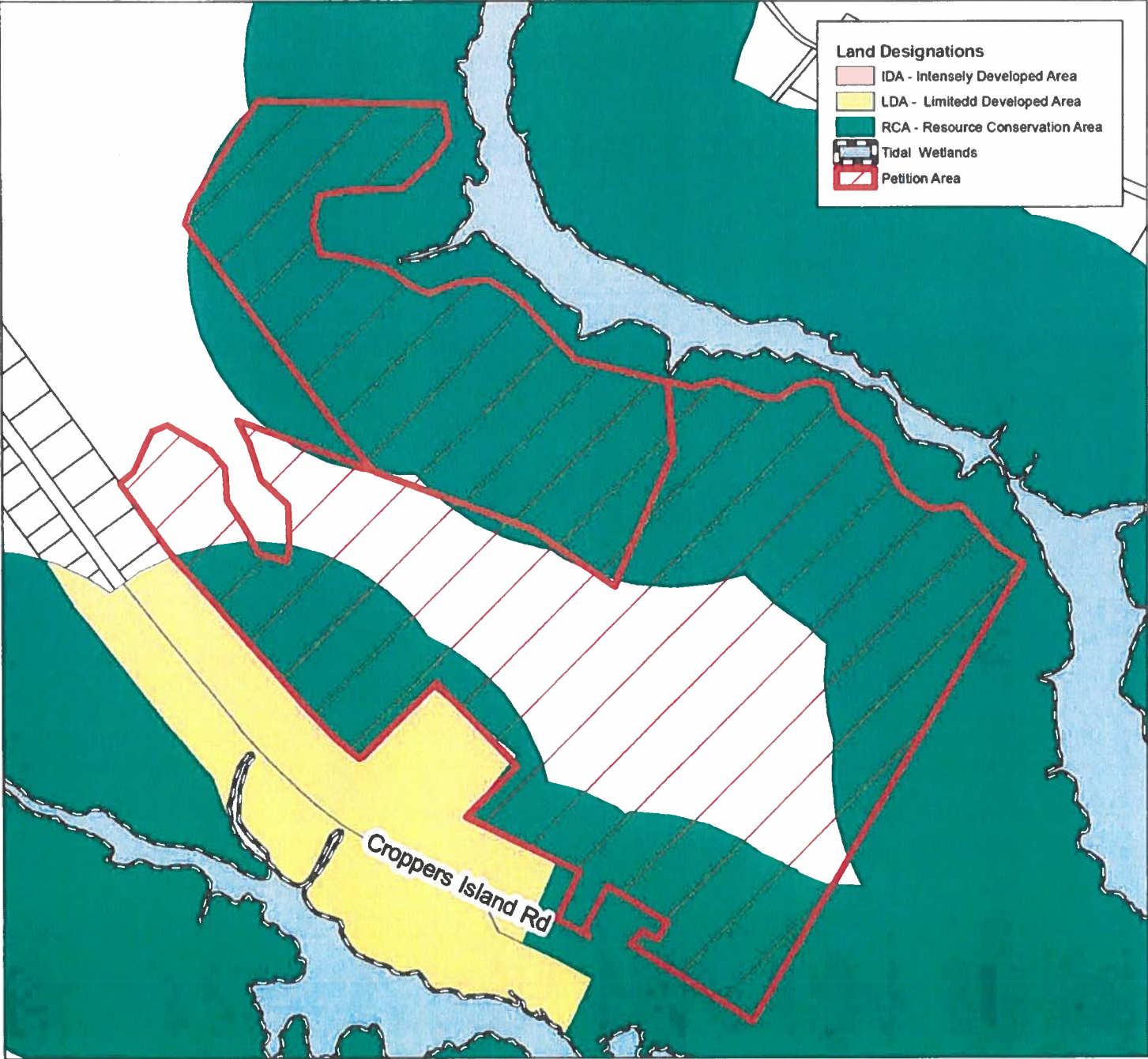


WORCESTER COUNTY, MARYLAND

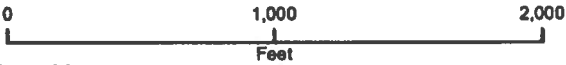


REZONING CASE NO. 446
A -1 Agricultural to A - 2 Agricultural
Tax Map: 40, Parcels 93 & 241, Lot C

ATLANTIC COASTAL BAY CRITICAL AREA MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division



Prepared: June 2024
Source: Atlantic Coastal Bay Critical Area Map

Drawn By: KLH
Reviewed By: JKK

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

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

IN THE MATTER OF ROBERT EWELL AND
JULIA EWELL

BEFORE THE BOARD OF ZONING

APPEALS FOR WORCESTER COUNTY,

MARYLAND

WORCESTER COUNTY
BOARD OF ZONING APPEALS

EXHIBIT # Proposals 7/6-2 *Continuation*
CASE No. 105968 DATE 1/16/08

Case No.: 65727

* * * * *

OPINION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

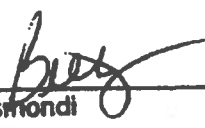
BE IT RESOLVED, that the requested special exception be GRANTED upon the following conditions:

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

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

Date

4/29/02


Beth Gishmondi
Chairperson

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

EXHIBIT “C”

IN THE MATTER OF MARK CROPPER, ESQ. *

BEFORE THE BOARD OF ZONING *

APPEALS FOR WORCESTER COUNTY, *
MARYLAND *

Case No. 105968

* * * * *

OPINION

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

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

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

Exh. 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fehrer:

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

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

4/14/08
Date

2-14-08
Date

2-14-08
Date

2.19.08
Date

2-14-08
Date

Beth
Beth Gismondi

Louis Taylor
Louis Taylor

Joe Fehrer
Joe Fehrer

Rodney Belmont
Rodney Belmont

Joseph Green, Jr.
Joseph Green, Jr.

*James Clubb recused himself.

Wes Moore
Governor
Aruna Miller
Lt. Governor



Erik Fisher
Chair
Nick Kelly
Executive Director

STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS

May 28, 2025

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

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

Dear Mr. Soper,

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

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

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

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

a. Additional information needed. See below.

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

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

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

Sincerely,



Michael Macon
Natural Resource Planner

Case #: 00002808

9537 Croppers Island - Critical Area



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

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

RCA - Resource Conservation Areas
Tidally Influenced Areas

2024_Worcester_MG4_20to1_Mosaic_Feet.sid

Red: Band_1
Green: Band_2
Blue: Band_3

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

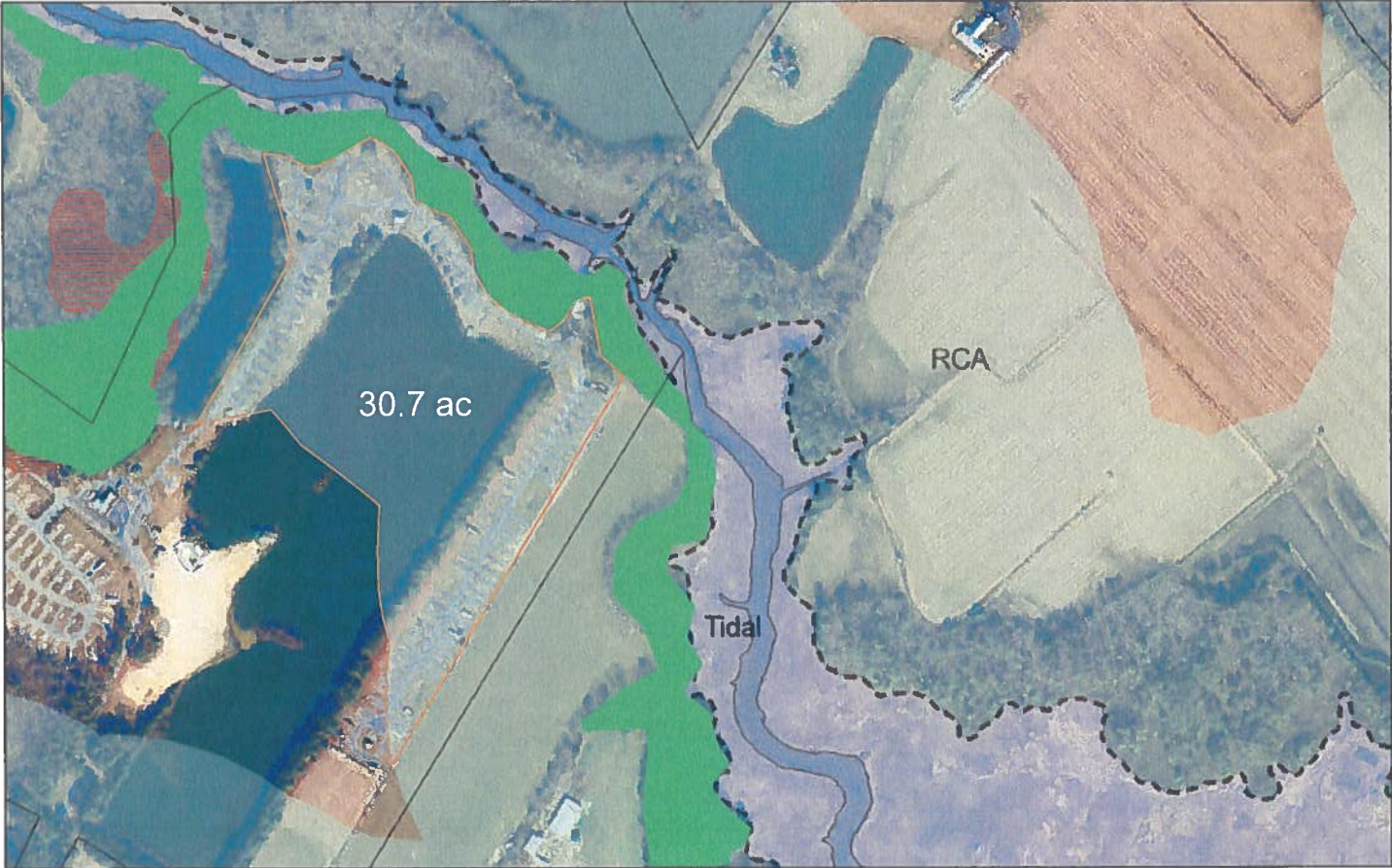
Originally, Spatial Systems Associates, Inc.
Worcester County GIS Since receiving back from SSA, Worcester County

Web AppBuilder for ArcGIS

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

Attachment 3

9537 Croppers Island - Critical Area Remapping

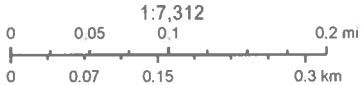


8/25/2025, 2:23:24 PM

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

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

- 2024_Worcester_MG4_20to1_Mosaic_Feet sid
- Red Band_1
- Green Band_2
- Blue Band_3



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

Web AppBuilder for ArcGIS

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

Attachment 4

Bali Hi Park - IDA

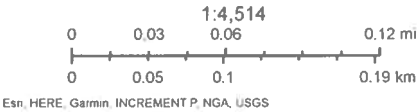


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- Property Lines
- Critical Area - MD Coastal Bays
- IDA - Intensely Development Areas

- RCA - Resource Conservation Areas
- Tidally Influenced Areas

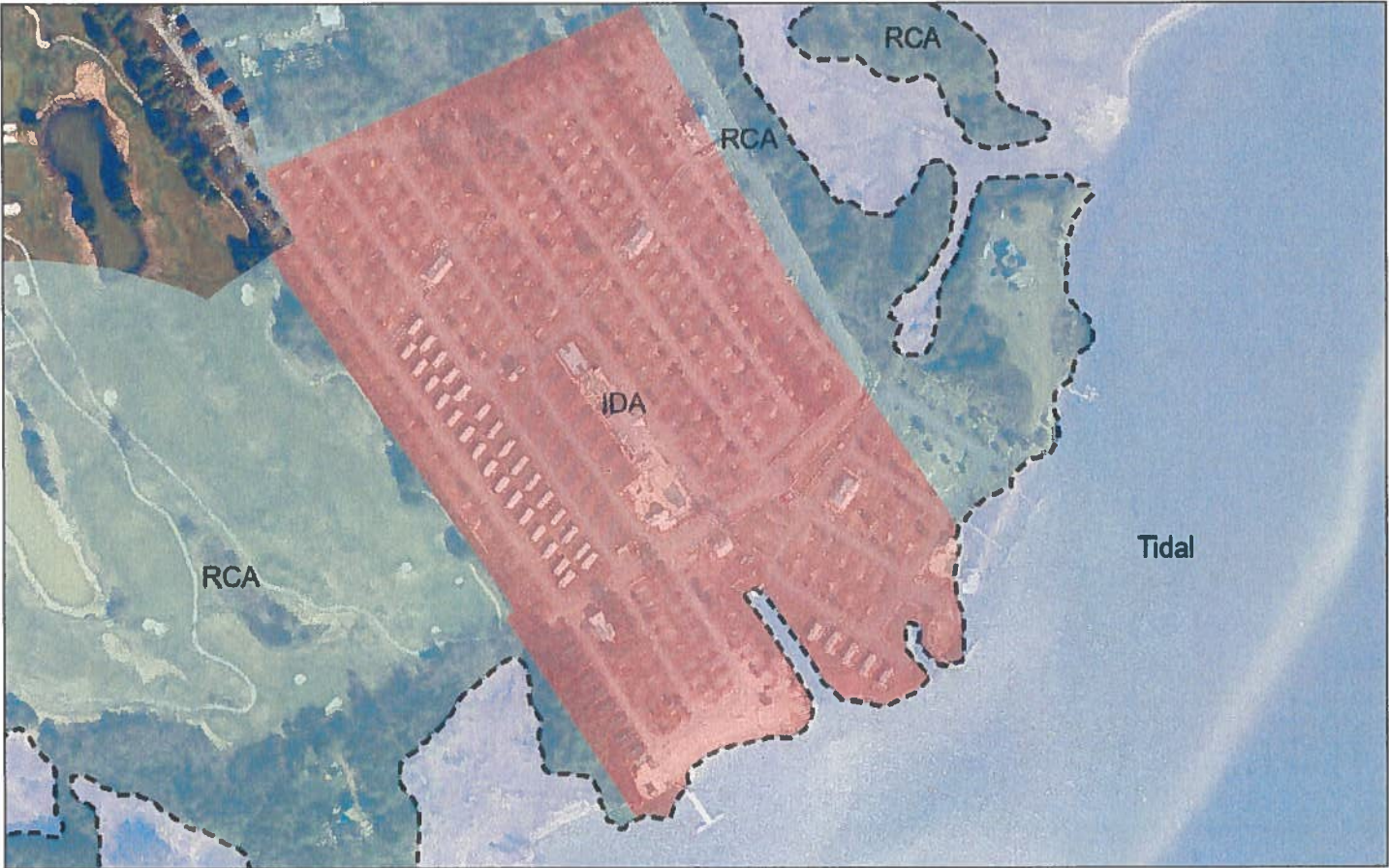
- 2024_Worcester_MG4_20to1_Mosaic_Feet.sid
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3



Attachment 5

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

Castaways - IDA



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

Critical Area - MD Coastal Bays

IDA - Intensely Development Areas

RCA - Resource Conservation Areas

Tidally Influenced Areas

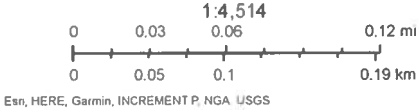
2024_Worcester_MG4_20to1_Mosaic_Feet.sid

Red: Band_1

Green: Band_2

Blue: Band_3

Attachment 6



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

Frontier Town - IDA

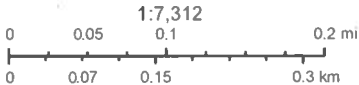


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- Property Lines
- Critical Area - MD Coastal Bays
- IDA - Intensely Development Areas

- RCA - Resource Conservation Areas
- Tidally Influenced Areas

- 2024_Worcester_MG4_20to1_Mosaic_Feet.sid
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3



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

Attachment 7

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



Worcester County 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 OC Today Dispatch Group*
 FROM: Candace Savage, Deputy Chief Administrative Officer
 DATE: November 7, 2025
 SUBJECT: Worcester County Public Hearing Notice

Please print the below Public Hearing Notice in *The Salisbury Daily Times* and *Ocean City Digest/OC Today Dispatch* on October 30, 2025 and November 6, 2025. Thank you.

NOTICE OF INTRODUCTION OF EMERGENCY BILL 25-06 WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 25-06 (Taxation – Hotel Rental Tax) was introduced by Commissioners Abbott, Elder, Fiori, Mitrecic, and Purnell on October 21, 2025.

A fair summary of the bill is as follows:

§ TR 1-601 Hotel Rental Tax. (Amends the subsection to increase the hotel rental tax percentage that may be imposed from five percent to six percent.)

A Public Hearing

will be held on Emergency Bill 25-06 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, November 18, 2025 at 10:45 a.m.**

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center once County Government Offices are opened to the public. In the interim, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

**COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
EMERGENCY BILL 25-06**

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

INTRODUCED: October 21, 2025

A legislative bill for the purpose of amending the maximum rate of the Hotel Rental Tax to Six Percent.

- I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that Title TR1 (Taxation), § TR 1-601(a) of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland is amended as follows:

Title TR1, Taxation, Subtitle VI

Hotel Rental Tax

§ TR 1-601 General provisions

(a) Imposition and rate.

- (1) The Board of County Commissioners of Worcester County may impose a tax within every resort area within the County on the amount paid for room or building rental by or for any transient at any hotel or motel, at any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, or any other building or structure or portion thereof used as a place of lodging.
- (2) This tax, if imposed, shall be at the rate as a per centum of the room or building rental as the Board may, by resolution after public notice and hearing, determine, but not to be imposed at a rate in excess of **six** ~~five~~ percent.
- (3) Any resolution establishing a rate in excess of three percent shall require the unanimous consent of all of the County Commissioners.
- (4) The notice of public hearing shall be advertised at least twice in at least one newspaper of general circulation in the County, with the first such notice appearing not less than ten days prior to the date of such hearing and shall state the possible rates that may be set and the date, time and place of the hearing.

- II. **Be It Further Enacted by the County Commissioners of Worcester County, Maryland** that this Bill having been declared an Emergency Bill, will take effect immediately upon its passage.

PASSED this _____ day of _____, 2025.

Introduced by Commissioners Abbott,
Elder, Fiori, Mitrecic, and Purnell

WSY 10/21/25

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer 
DATE: October 14, 2025
SUBJECT: Hotel Room Tax Legislation Introduction

This memo is to request the introduction of legislation to amend the Hotel Rental Tax provisions in Worcester County. The proposed bill would increase the maximum allowable rate of the Hotel Rental Tax from five percent to six percent.

This legislative change follows a request from the Town of Ocean City, originally presented at the January 4, 2022 Commissioners' Meeting. At that time, the Commissioners directed staff to work with the County's state delegation to obtain enabling legislation from the Maryland General Assembly. The enabling legislation was successfully passed as House Bill 186 during the 2024 Maryland General Assembly session. The bill took effect July 1, 2024, and authorizes Eastern Shore code counties to increase their hotel rental tax rate from five percent to a maximum of six percent. The Hotel Rental Tax applies to transient lodging in resort areas, including hotels, motels, condominiums, cabins, and similar accommodations.

Ocean City's request is to increase the room tax prior to January 1, 2026. In order to meet that deadline the process would be:

- October 21, 2025 – Introduction of the attached Emergency Bill to amend the maximum rate of the hotel rental tax to six percent – **1 out of 7 Commissioners is required** to introduce a bill.
- October 21, 2025 – Request to advertise for a public hearing to raise the hotel rental tax as outlined in Subtitle VI – Hotel Rental Tax of the Worcester County Taxation and Revenue Article. – **4 out of 7 Commissioners are required** to request a public hearing.
- The public hearing advertisements would run on October 30th and November 6th to advertise a public hearing date of November 18th.
- November 18, 2025 – Public hearings on the Emergency Bill and the proposed increase to the hotel room tax.
- November 18, 2025 following the public hearing – Vote on Emergency Bill to amend the maximum rate of the hotel rental tax to six percent. – **6 out of 7 Commissioners are required** to pass an Emergency Bill.
- November 18, 2025 following the passing of the Emergency Bill – Vote to increase the hotel room tax. – **7 out of 7 Commissioners are required** to increase the room tax.

Attachment:
Page 2-3 – Draft Bill

**COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
EMERGENCY BILL 25-__**

BY:

INTRODUCED:

A legislative bill for the purpose of amending the maximum rate of the Hotel Rental Tax to Six Percent.

- I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that Title TR1 (Taxation), § TR 1-601(a) of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland is amended as follows:

Title TR1, Taxation, Subtitle VI

Hotel Rental Tax

§ TR 1-601 General provisions

(a) Imposition and rate.

- (1) The Board of County Commissioners of Worcester County may impose a tax within every resort area within the County on the amount paid for room or building rental by or for any transient at any hotel or motel, at any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, or any other building or structure or portion thereof used as a place of lodging.
- (2) This tax, if imposed, shall be at the rate as a per centum of the room or building rental as the Board may, by resolution after public notice and hearing, determine, but not to be imposed at a rate in excess of **six** five percent.
- (3) Any resolution establishing a rate in excess of three percent shall require the unanimous consent of all of the County Commissioners.
- (4) The notice of public hearing shall be advertised at least twice in at least one newspaper of general circulation in the County, with the first such notice appearing not less than ten days prior to the date of such hearing and shall state the possible rates that may be set and the date, time and place of the hearing.

- II. **Be It Further Enacted by the County Commissioners of Worcester County, Maryland** that this Bill having been declared an Emergency Bill, will take effect immediately upon its passage.

PASSED this _____ day of _____, 2025.

DRAFT



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 OC Today Dispatch Group*
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: November 7, 2025
SUBJECT: Worcester County Public Hearing Notice

.....

Please print the below Public Hearing Notice in *The Salisbury Daily Times* and *Ocean City Digest/OC Today Dispatch* on October 30, 2025 and November 6, 2025. Thank you.

**Notice of Public Hearing
Worcester County
Proposed Increase in Hotel Rental Tax Rate**

Pursuant to Section 1-601 of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland, the Worcester County Commissioners are considering adopting a resolution to raise the Hotel Rental Tax from 5% to 6% as authorized by Worcester County Code, TR 1-601(a).

The Worcester County Commissioners will conduct a public hearing to receive comments on the proposed resolution on:

Tuesday, November 18, 2025 at 10:45 a.m.
in the County Commissioners' Meeting Room
Room 1101 Government Center, One West Market Street
Snow Hill, Maryland 21863

WORCESTER COUNTY COMMISSIONERS

RESOLUTION NO. 25-__
RESOLUTION AMENDING HOTEL RENTAL ROOM TAX RATE

Recitals

- A. Md. Code Local Gov't § 20-405 and Worcester County Code, TR 1-601 allow the County Commissioners to levy a hotel rental tax up to 6% on the rental rate of certain rooms or buildings.
- B. The Mayor and Council of the Town of Ocean City, Maryland have requested that the County Commissioners increase the tax rate from 5% to 6% effective January 1, 2026.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that a tax of 6% on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, or any other building or structure or portion thereof used as a place of lodging or other similar place providing sleeping accommodations is levied throughout Worcester County effective January 1, 2026 provided that:

- a) The Mayor and Council of Ocean City adopt legislation authorizing the amendment of the Sewerage Treatment Facilities Transfer Agreement to increase the allocated capacity to the County's West Ocean City Sanitary Service Area by 170,000 gallons per day for untreated effluent from the Assateague Pointe Sanitary Service Area and the Landings Sanitary Service Area; and
- b) The following documents are presented to the County Commissioners for approval by December 9, 2025:
 - 1. An amended Sewerage Treatment Facilities Transfer Agreement increasing the allocated capacity to the West Ocean City Sanitary Service Area by 170,000 gallons per day as described above; and
 - 2. An amended MOU for Spray Irrigation at Eagles Landing Golf Course allowing untreated effluent for maintenance and emergency to be directed from the Mystic Harbor Sanitary Service Area;

AND BE IT FURTHER RESOLVED that any tax so collected within any municipality, less deductions for costs of imposing and collecting the tax, be paid to the municipality and all other such taxes be deposited in the County's general fund.

Attest:

**County Commissioners of
Worcester County, Maryland**

Weston S. Young
Chief Administrative Officer

Theodore J. Elder, President

Eric Fiori, Vice President

Caryn 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: November 10, 2025
RE: Comprehensive Plan Joint Work Session

Topic: Housing Element, Land Use Element and Draft Land Use Map

Background: The draft land use maps identify the Growth Areas from the 2006 Plan and the amended areas requested by the respective municipalities. These initial areas were accepted by the Planning Commission to prepare the development capacity analysis, which assesses the potential for growth (residential and commercial) based on land availability, zoning and considering potential development site constraints (wetlands, forested areas, stormwater management, roads, utilities, easements).

Action requested: Feedback on the draft chapters and maps.

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>

5. HOUSING

Introduction

Housing is a basic human need that plays an important role in developing and maintaining sustainable communities. Thus, the availability of high-quality and affordable housing is important to Worcester County's long-term economic and community/neighborhood vitality.

By encouraging residents to take pride of ownership in the wellbeing of their homes and neighborhood communities, Worcester County can create and reinforce a strong sense of place by providing for a variety of housing choices that support and enhance community character, identity, and civic pride.

Housing opportunities for owner- and renter-occupied units can be expanded through the implementation of effective planning policies that provide for a variety of housing opportunities for people of all ages, races, incomes, and abilities. Because housing is one of the most important expenditures for American households, the availability of affordable housing is a major factor in the sustainability of the local economy and the quality of life of residents.

For these reasons, planning for housing is one of the County's most important tasks. This importance is reinforced by recent State of Maryland requirements for a Housing Element that addresses affordable and workforce housing through House Bill (HB) 1045, adopted in 2019, and through HB 90 on Affirmatively Furthering Fair Housing, adopted in 2021 and which took effect as of January 1, 2023.

Through this chapter, Worcester County affirms its responsibilities to plan for affordable and workforce housing. The County also affirms its commitment to further fair housing through the goals, objectives, implementation strategies and actions of this Housing Element and Comprehensive Plan.

Goal

All Worcester County residents should be able to live in comfortable, safe, and affordable housing.

Objectives and Action Items

The following objectives and action items have been identified to help advance the housing policy for the County:

- 1. Support a variety of safe, quality housing choices that are affordable and accessible to households of all ages and abilities, including multi-family and mixed-use housing.**
 - Support various housing options for individuals and families of different socioeconomic levels, life stages, and physical needs.
 - Support opportunities to increase the housing supply for the senior population, including developments that support aging in place.
- 2. Support the ability of residents to remain in Worcester County by maintaining a range of housing options, including affordable and workforce housing.**
- 3. Identify, evaluate, and analyze current and future housing needs and trends.**
 - Create a housing inventory of existing conditions that includes, but is not limited to, housing condition, age, cost, size, type, tenure, and vacancy rate.
 - Continue to track and monitor building permits issued for new residential projects and housing renovations.

5. HOUSING

- Coordinate the Maryland Department of Planning on the development of MDP's ongoing Statewide Building Permit Reporting System so that local building permit data are compatible with the new MDP tool(s) and the output from the tool(s) can be used for local analysis.
- 4. Identify incentives for the improvement or redevelopment of housing.**
 - Utilize programs offered by the Maryland Department of Housing and Community Development to help homeowners maintain and improve their housing conditions.
 - Explore applying for State Community Legacy funds to fund a residential renovation and/or façade improvement program.
 - Identify grants and other funding opportunities to assist low to moderate income residents to support improvements in their homes.
 - Engage nonprofit organizations to assist in the rehabilitation of dilapidated or older housing stock.
- 5. Identify substandard dwellings and develop a plan of action to improve them.**
 - Review the Property Maintenance Standards, also known as the Worcester County Rental Housing Code, and amend the minimum standards if warranted.
 - Explore establishing a rental inspection component to the existing rental licensing program to ensure rental housing units meet Property Maintenance Standards.
 - Consider adopting the International Property Maintenance Code to address blighted and vacant housing and property and building maintenance issues.
 - Encourage efforts to maintain the quality and appearance of residential neighborhoods to improve the quality of life and retain property values.
- 6. Identify opportunities to provide equity in housing and affordable housing opportunities in the County.**
 - Work to ensure that a diversity of housing types, both rental and ownership opportunities, are available to serve all ages and income levels.
 - Provide information on Maryland's Department of Housing and Community Development homebuyer programs to first-time home buyers to attract homeowners of all ages.
 - Explore opportunities to preserve historical and architectural character and promote the rehabilitation and re-use of existing structures, where feasible.
 - Support affordable housing opportunities that are accessible to the entire population, without compromising the quality of residential neighborhoods.
 - Support housing projects that provide a mix of housing to serve a mix of income levels and integrating traditional market housing with affordable housing opportunities.
- 7. Continue to identify opportunities to provide housing to support County workforce needs.**
 - Work closely with existing employers and new commercial and industrial developments to identify the workforce needs and housing available for employees.
 - Share information with local businesses about the types of housing available in the County.
- 8. Take steps to affirmatively further fair housing throughout the County.**
 - Coordinate with the Maryland Department of Planning and the Maryland Department of Housing and Community Development to complete the required Fair Housing Assessment upon the issuance of guidance from State agencies.
 - Implement the action items from this assessment upon its completion.

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9. Collaborate with local agencies to address homelessness and under-housing in the County.

Guiding Principles and Legislation

The housing vision found in Maryland's Land Use Article §3-114 recommends providing a range of housing densities, types, and sizes for citizens of all ages and incomes. This vision sets the baseline for the County to provide for sufficient, affordable workforce housing along with a full range of housing options that meet the needs of all citizens. This vision is supplemented by requirements identified in HB 1045, which emphasizes adequately providing local, affordable workforce housing. These guidelines are the basis for the housing information and analysis presented in this chapter.

Fair Housing Act

The *Fair Housing Act* is a federal law that protects people from discrimination when they are renting, buying, securing financing for housing, or engaging in other housing related activities. The prohibitions specifically cover discrimination because of race, color, national origin, religion, sex, disability, and the presence of children. The Act covers most housing. In very rare circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family houses sold or rented by the owner without the use of an agent, and housing operated by religious organizations and private clubs that limit occupancy to members.

Land Use Article

The *Maryland Land Use Article §3-114* describes the requirements for a comprehensive plan's housing element. It requires that, among other components, the element addresses the need for affordable housing, including workforce housing and low-income housing. In this context, low-income housing is housing that is affordable for a household with an annual income that is below 60 percent of Area Median Income (AMI). Workforce housing includes rental housing that is affordable for a household with an annual income that is 50-100 percent of AMI, homeownership housing that is affordable to a household with annual income that is 60-120 percent of AMI, or in recognized Maryland Mortgage Program target areas, affordable to a household with an annual income that is 60-150 percent of AMI.

Recent Legislative Changes

Recent legislative changes have addressed housing in Maryland, especially House Bill 1045, enacted in 2019 to require Housing Elements in comprehensive plans, and House Bill 90, enacted in 2021, regarding Fair Housing.

HB 90 required that the Maryland Department of Housing and Community Development (DHCD) submit a report on fair housing to the Governor and General Assembly by December 1, 2023, and every five years thereafter. The house bill mandates that DHCD complete this report in consultation with local governments and housing authorities in Maryland and develop a template that these partners can use to gather and present data on fair housing within their own jurisdictions.

HB 90 defines affirmatively furthering fair housing as, "taking meaningful actions to:

- Overcome patterns of segregation;
- Foster inclusive communities free from barriers that restrict access to housing and opportunity based on protected characteristics;
- Address significant disparities in housing needs and access to opportunity;
- Replace segregated living patterns with truly integrated and balanced living patterns; and

5. HOUSING

- Foster and maintain compliance with civil rights and fair housing laws.”

This Housing Element has been developed in light of these legislative changes and requirements.

Housing Inventory

Much of the data included in this chapter was collected from the U.S. Census Bureau. Beginning with the 2010 Decennial Census, the Census Bureau stopped distributing the traditional “long form” survey that historically provided enhanced data. These included detailed housing statistics (unit makeup, year built, value), social statistics (educational attainment, veteran status, disability status), and economic data (e.g., employment, occupation, income, poverty status). These summary files were replaced by American Community Survey (ACS) data, which are available in five-year estimates.

Housing Units

The 2020 Census identified 56,263 housing units in the County. Compared to the 2010 Census, which listed 55,749 housing units, the County added only 514 units, or about one percent. This was below Maryland’s growth rate of 6 percent. **Table 5-1, Housing Units** shows the number of housing units and percent change from 2000 through 2020. It should be noted that the County’s housing inventory did increase by 18 percent in the 2010s, outpacing the State as a whole (at 11 percent).

Table 5-1: Housing Units

Worcester County			Maryland	
Year	Total Housing Units	% change	Total Housing Units	% change
2000	47,360		2,145,283	
2010	55,749	18%	2,378,814	11%
2020	56,263	1%	2,530,844	6%

Source: U.S. Decennial Census (2000-2020)

Housing Types

Worcester County offers a variety of housing unit types, including mobile homes, detached single-family dwellings, attached single-family dwellings, apartments, duplexes, townhouses, and multi-family dwellings. Most of the housing units have their own unique architectural style and range in age from newly constructed to more than 100 years old.

Table 5-2, Housing Types provides the types of housing within the County in the years 2000, 2010, and 2020. The breakdown of units shown in this table may vary based on the respondent’s knowledge of housing types. Detached single-family housing units continue to be the predominant housing type within Worcester County, at 71.3 percent of the County’s total occupied housing units.

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Table 5-2: Housing Types

	2000		2010		2020		Change	
	#	%	#	%	#	%	2000-2010	2010-2020
Single Family, detached	14,160	71.9	15,896	72.2	16,146	71.3	12%	2%
Single Family, attached	681	3.5	1,497	6.8	1,450	6.4	120%	-3%
2 apartments	477	2.4	264	1.2	405	1.8	-45%	53%
3 or 4 apartments	543	2.8	440	2	691	3	-19%	57%
5 to 9 apartments	835	4.2	903	4.1	929	4.1	8%	3%
10 or more apartments	1,536	7.8	1,717	7.8	1,634	7.2	12%	-5%
Mobile home or other type of housing	1,462	7.4	1,299	5.9	1,406	6.2	-11%	8%
Total Occupied housing units	19,694		22,016		22,661			

Source: 2020 & 2010 ACS 5-year estimates, 2000 Decennial Census

Occupancy and Tenure

One of the fundamental choices people make about their living situation is whether to rent or buy a home. Homeownership is valued as a long-term investment strategy, while renting affords more flexibility and can appeal to those who do not want to be tied to a specific location. Sometimes, the desire to own a home is constrained by personal finances or life situations, and so renting may be the only choice available at that time.

National trends have demonstrated changes in home buying patterns, as young adults wait longer to purchase their first homes, sometimes as a function of affordability and price. There is also a national trend toward increased mobility and a desire for flexibility in housing options that favors renting among certain populations. A recent period of very low interest rates during the COVID-19 pandemic enabled many homeowners to refinance their homes. A subsequent rise in interest rates has resulted in many of these homeowners remaining in their residences, which in turn has diminished the housing supply in some areas, and especially for younger families looking for larger homes to start or expand their families.

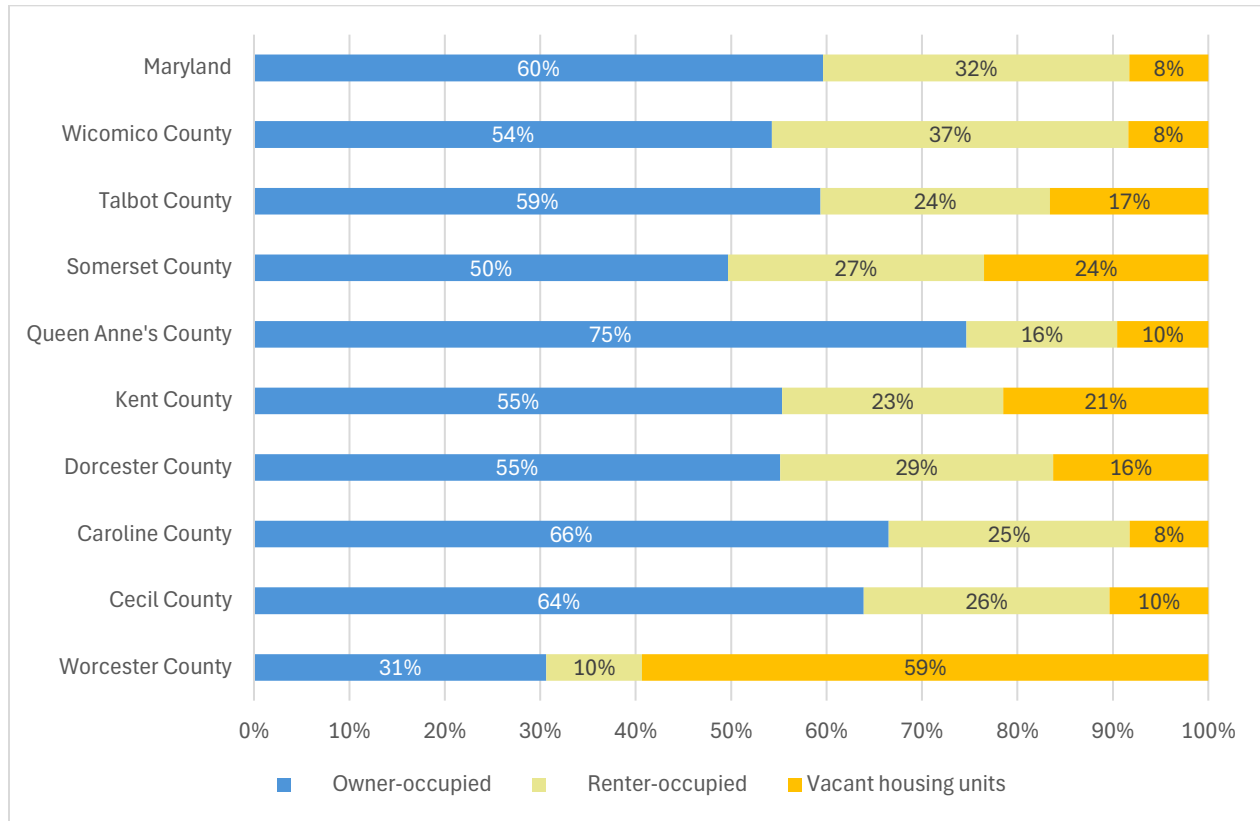
Out of the 56,263 total housing units in 2020 (per the 2016-2020 ACS), 22,871 are occupied. This figure reflects the number of housing units in the County that serve as second homes.

Figure 5-1, Occupancy Rates in Eastern Shore counties, compares the proportion of owner-occupied units, renter-occupied units, and vacant units in the County with those of the State, and other counties on the Eastern Shore.

The County's rate of owner-occupancy was lower than all comparison jurisdictions. **Table 5-3, Comparison of Occupancy Rates in Eastern Shore Counties** shows the values that correspond to the percentages in the figure.

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Figure 5-1: Comparison of Occupancy Rates in Eastern Shore counties



Source: 2020 Decennial Census

5. HOUSING

Table 5-3: Comparison of Occupancy Rates in Eastern Shore Counties

Occupancy Status	Worcester County		Cecil County		Caroline County		Dorchester County		Kent County		Queen Anne's County		Somerset County		Talbot County		Wicomico County		Maryland	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
Occupied housing units	22,871	41	39,398	90	12,327	92	13,721	84	8,075	79	19,240	90	8,334	77	16,296	83	40,018	92	2,321,208	92
Owner-occupied	17,241	75	28,076	71	8,933	73	9,033	66	5,694	71	15,885	83	5,412	65	11,598	71	23,705	59	1,509,586	65
Renter-occupied	5,630	25	11,322	29	3,394	28	4,688	34	2,381	30	3,355	17	2,922	35	4,698	29	16,313	41	811,622	35
Vacant housing units	33,392	59	4,543	10	1,107	8	2,662	16	2,211	22	2,034	10	2,561	24	3,242	17	3,664	8	209,636	8
Total housing units	56,263		43,941		13,434		16,383		10,286		21,274		10,895		19,538		43,682		2,530,844	

Source: 2020 Decennial Census

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Housing Features

The most common housing unit size in the County (**See Table 5-4, Number of Rooms**) is four-room housing units (11,536 units or 20.5%), whereas the most common size in the Maryland is nine or more rooms (537,777 units or 21.2 percent, respectively). While these figures do not directly address square footage, it can be inferred that housing units in Worcester County are, on average, smaller than those found within the State as a whole.

Table 5-4: Number of Rooms (2022)

Rooms	Worcester County		Maryland	
	#	%	#	%
1 room	1,287	2.3	45,860	1.8
2 rooms	3,461	6.1	59,065	2.3
3 rooms	9,365	16.6	194,941	7.7
4 rooms	11,536	20.5	320,051	12.6
5 rooms	9,525	16.9	342,112	13.5
6 rooms	8,299	14.7	413,488	16.3
7 rooms	5,116	9.1	328,089	13
8 rooms	3,850	6.8	289,692	11.4
9 rooms or more	3,960	7	537,777	21.2
Median rooms	4.8		6.2	
Total housing units	56,399		2,531,075	

Source: 2022 ACS 5-year estimates

Table 5-5, Number of Bedrooms shows the number of bedroom housing units in Worcester County in 2020. The County has mostly two- and three-bedroom housing units (17,357 units or 30.8 percent and 23,397 units or 41.5 percent, respectively), while one-bedroom and studio (or no bedroom) units are limited (5,642 units or 10.0 percent and 1,287 units or 2.3 percent, respectively).

People wishing to downsize or those just starting out in the housing market have some opportunities, but larger homes (or those with a greater number of bedrooms) predominate. This is one factor that may affect the long-term ability of individuals and families to age in place, among other housing considerations, and points to the need for the County to encourage a variety of housing choices as the County continues to develop and the housing stock expands.

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Table 5-5: Number of Bedrooms

	Worcester County		Maryland	
Bedrooms	#	%	#	%
No bedroom	1,287	2.3	50,741	2
1 bedroom	5,642	10	258,561	10.2
2 bedrooms	17,357	30.8	538,014	21.3
3 bedrooms	23,397	41.5	918,751	36.3
4 bedrooms	7,318	13	560,103	22.1
5 or more bedrooms	1,398	2.5	204,905	8.1
Total housing units	56,399		2,531,075	

Source: 2022 ACS 5-year estimates

Households

According to the U.S. Census Bureau, “A family is a group of two people or more (one of whom is the householder) related by birth, marriage, or adoption and residing together; all such people (including related subfamily members) are considered as members of one family.” A non-family household, by contrast, is either a person living alone or with one or more other householders unrelated to any of the other persons in the home.

Table 5-6, Average Household and Family Size, shows that households in Worcester County are smaller, generally, than those of Maryland as a whole. This may reflect the number of retirees and the fewer number of family-occupied homes in the County, and the older average age of the County’s population.

Table 5-6: Average Household and Family Size

Jurisdiction	Worcester County	Maryland
Average household size of owner-occupied unit	2.24	2.72
Average household size of renter-occupied unit	2.17	2.36
Average household size	2.22	2.6
Average family size	2.76	3.21

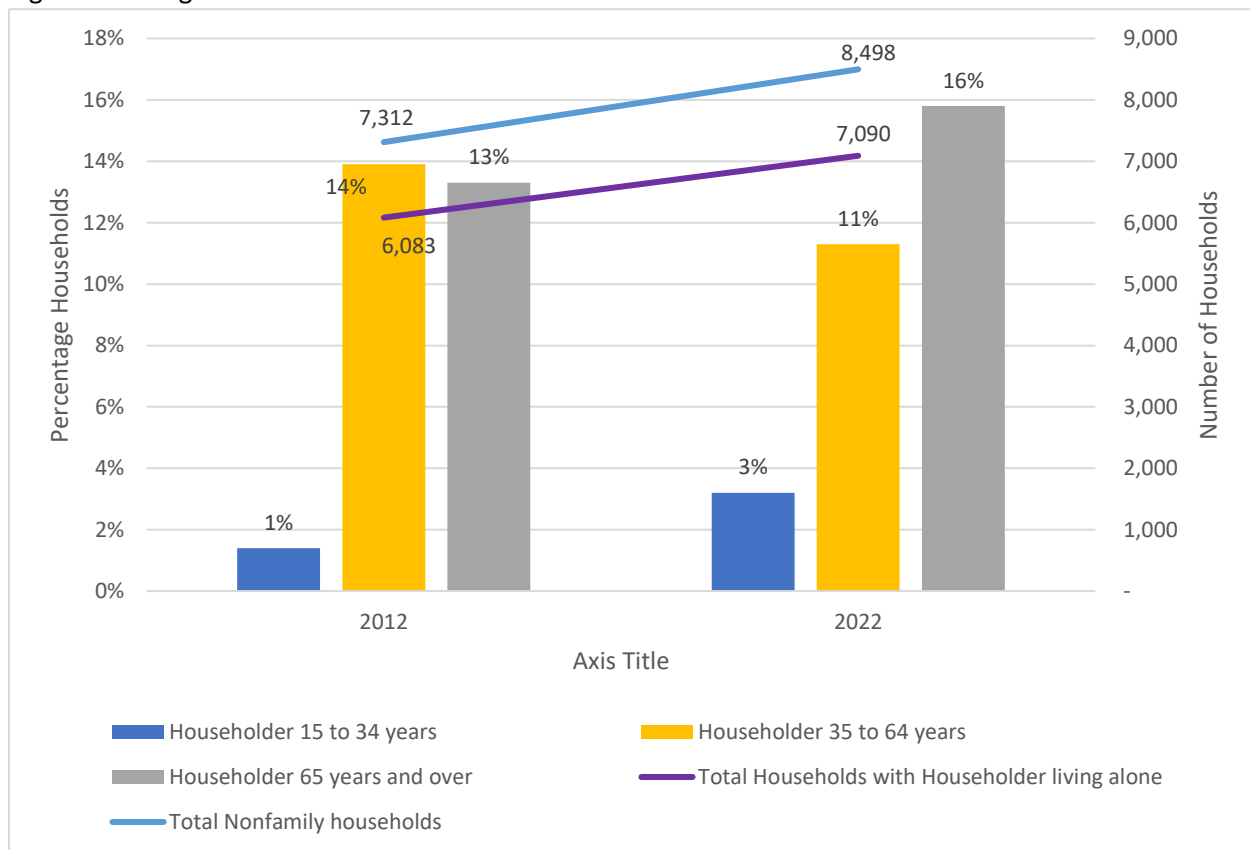
Source: 2022 ACS 5-year estimates

The number of single person households has increased over time with the highest proportion of households having a householder over the age of 65 years (**See Figure 5-2, Single Person Households**). The total number of nonfamily households has remained higher than total households with householder living alone. The data suggests that alternative housing types are likely to be in demand as people age and household sizes decrease (**See Figure 5-3, Household Size**). There are also potential public health implications of older residents living alone. In general, as the population ages, there are specific housing considerations:

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- The members of this age cohort are more likely to be homeowners, but they may struggle with upkeep of their homes and may be looking to downsize in the future.
- Senior housing options should include smaller independent living units, ‘granny pods’ or mother-in-law suites, residential care homes, respite services, assisted living and memory care facilities, and retirement communities.
- Due to a strong desire among this group to age-in-place as people become physically limited, they may need housing modifications (e.g., bathroom grab-bars, roll-in showers, ramps) to support the ability to live in existing housing units.

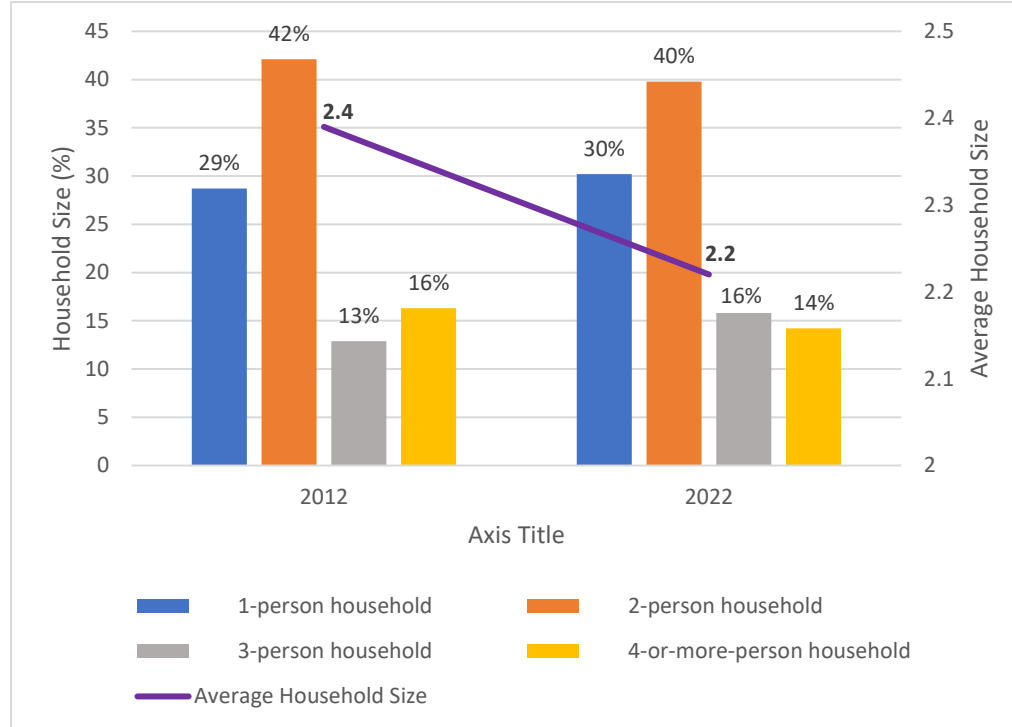
Figure 5-2: Single Person Households



Source: ACS 5-year estimates

5. HOUSING

Figure 5-3: Household Size



Source: ACS 5-year estimates

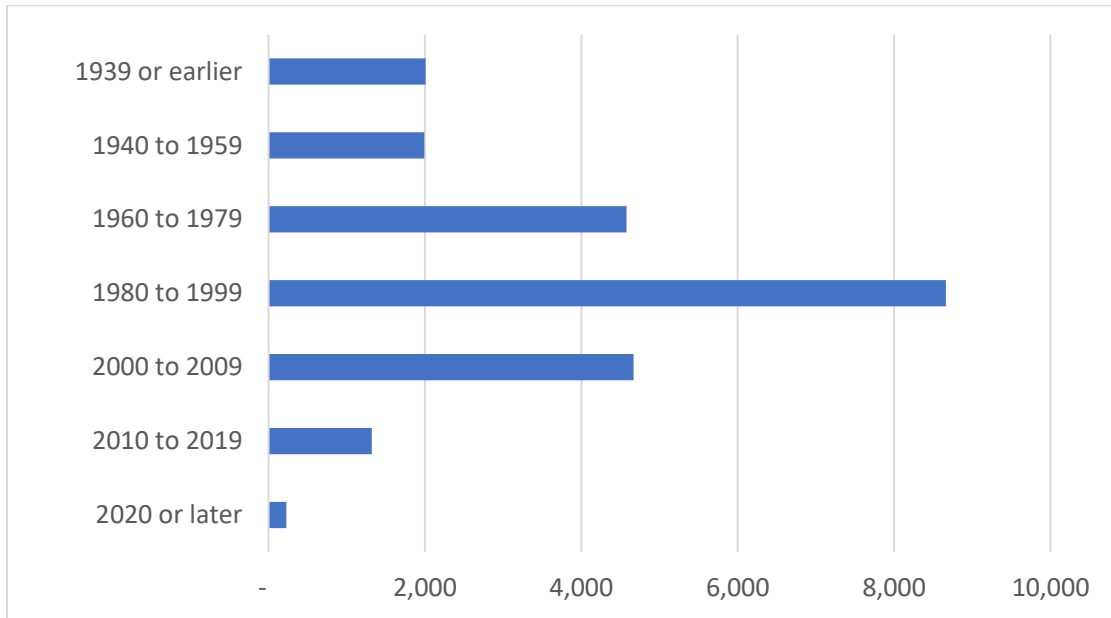
Housing Age and Conditions

The median year housing structures were built can be an indicator of the condition and livability of the housing stock. Older buildings typically require a greater degree of upkeep and maintenance. While numerous factors influence the cost to maintain homes, older structures typically cost more to rehabilitate than new construction and have a greater chance of deteriorating and being neglected or even abandoned.

Figure 5-4, Housing Age shows the age of housing in Worcester County. It shows that the County experienced a large housing boom between 1980 and 1999, with slightly smaller, but still significant, numbers of houses built between 1960 and 1979, and between 2000 and 2009, but much less housing unit growth since 2009.

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Figure 5-4: Housing Age



Source: 2022 ACS 5-year Estimates

Table 5-7, Housing Age, compares these numbers to the State as a whole. As in Worcester County, the largest numbers of units, within these timeframes, were also built in Maryland as a whole between 1980 and 1999, representing two decades of robust growth in the State.

Table 5-7: Housing Age

YEAR STRUCTURE BUILT	Worcester County	Maryland
2020 or later	229	9,304
2010 to 2019	1,320	172,622
2000 to 2009	4,667	266,892
1980 to 1999	8,664	680,507
1960 to 1979	4,578	581,466
1940 to 1959	1,990	375,039
1939 or earlier	2,009	232,294

Source: 2022 ACS 5-year Estimates

Value and Affordability

Housing costs often account for a significant portion of a household budget and can affect the lives of residents in a variety of ways. Homeowners who want to build equity would like to see the value of their investment increase to maximize their financial outcomes. Renters, on the other hand, may see their expenses rise over time as rents increase. Whether homeowner or renter, households that struggle to

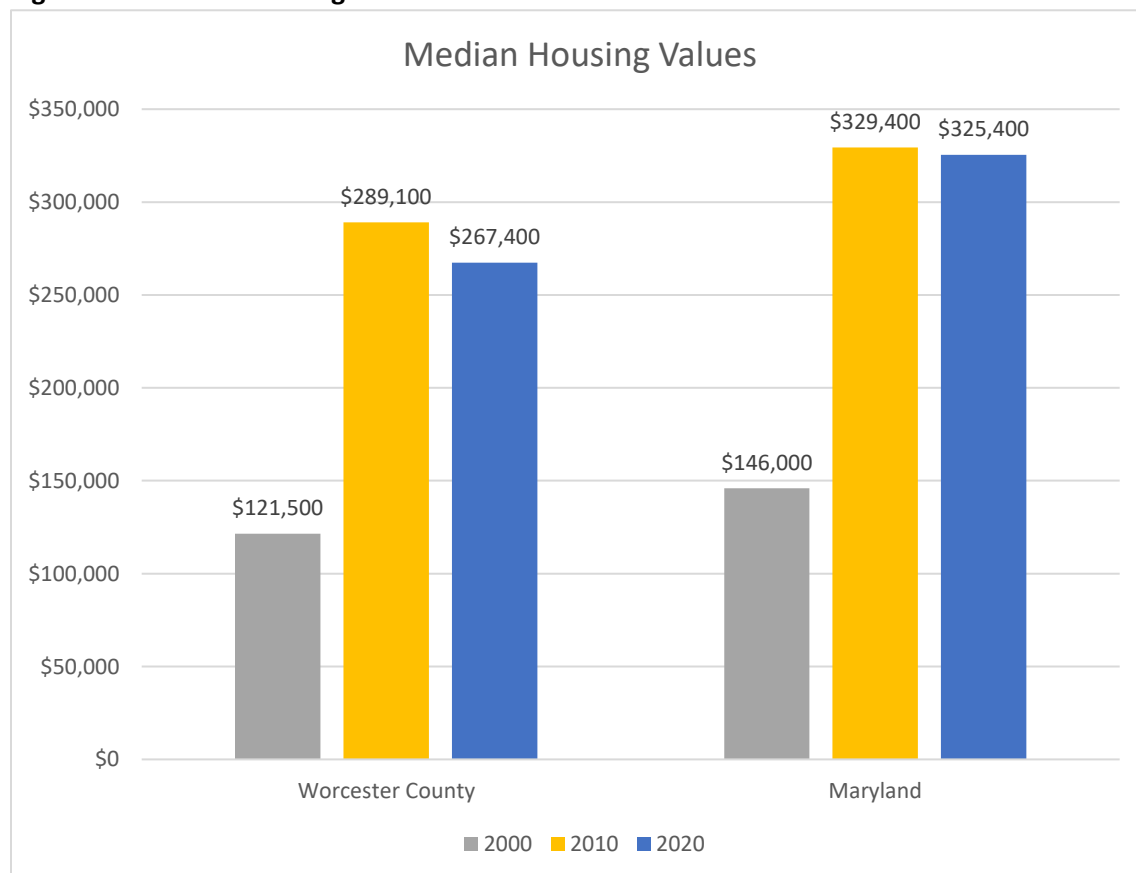
5. HOUSING

afford housing costs find themselves in unstable positions that can affect their quality of life. Municipalities and counties also have a stake in the cost and value of housing within their borders as it can affect the community’s overall economic health.

Over the years, the County has encountered an increasing gap between household incomes and housing costs/values. This is a regional and national trend that most jurisdictions are experiencing. Between 2000 and 2010, the median house value in Worcester County increased sharply from \$121,500 to \$289,100, but then decreased slightly in 2020 to \$267,400. A similar pattern can be seen for the State with overall higher values than the County (**See Figure 5-5, Median Housing Values**).

In contrast, the median rental values have seen a steady increase from 2000 to 2020 in both the County and the State, with the values in the state being higher (**See Figure 5-6, Median Rental Values**). The rise in these housing values overtime has created affordability issues since the incomes have not increased proportionally. The median household income increased from \$40,650 in 2000 to \$65,396 in 2020 which is an increase of 61% in 20 years, however, the median housing values have increase by 120% (121,500 to \$267,400) during the same period (**See Figure 5-7, Median Household Income and Home Value**). The county’s median household income is \$24,667 less than the median household income for the State (\$87,063).

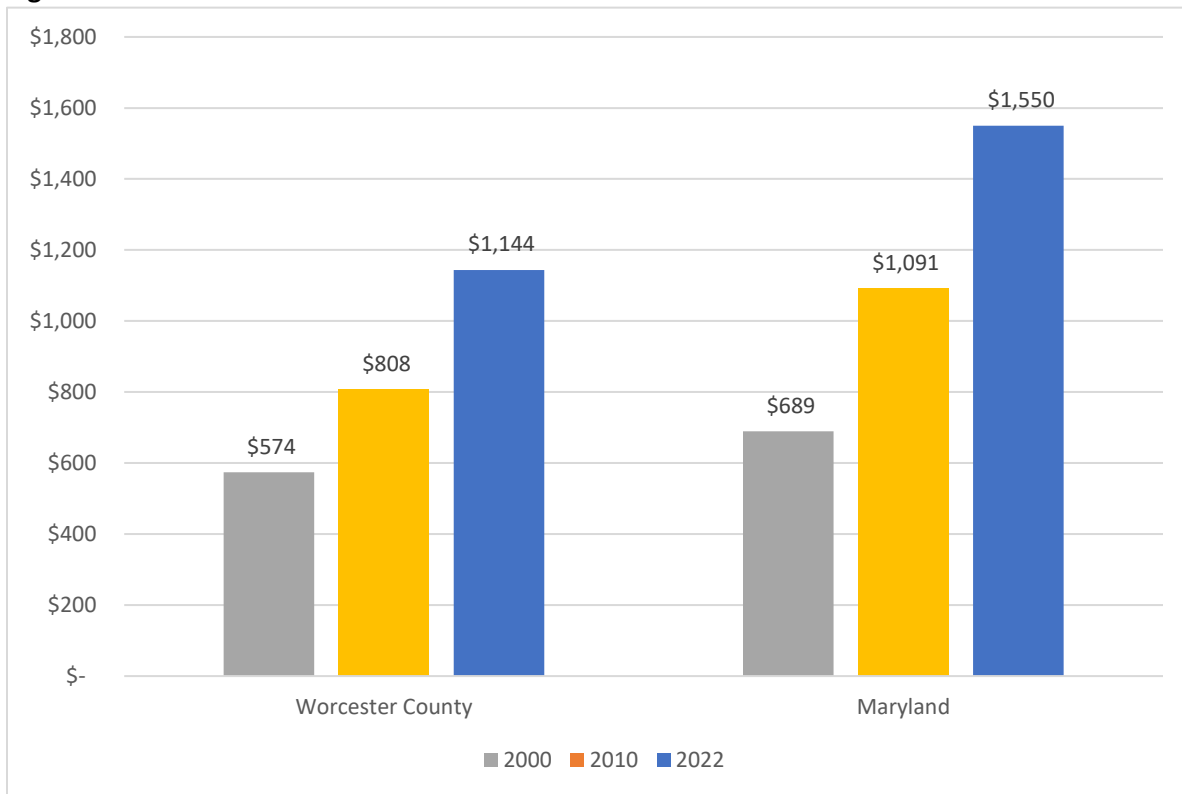
Figure 5-5: Median Housing Values



Source: 2020 and 2010 ACS 5-year estimates, 2000 Decennial Census

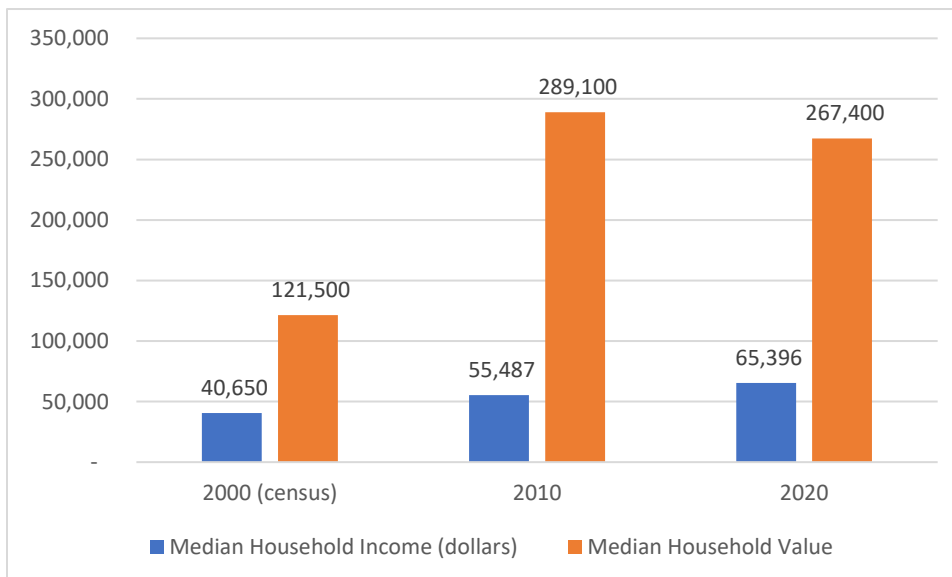
5. HOUSING

Figure 5-6: Median Rental Values



Source: 2022 and 2010 ACS 5-year estimates, 2000 Decennial Census

Figure 5-7: Median Household Income and Home Value



Source: ACS 5-year estimates

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Affordable and Workforce Housing

The U.S. Department of Housing and Urban Development (HUD) defines housing as affordable if the cost of occupying the house does not consume more than 30 percent of the household's income. HUD defines housing costs as contract rent plus utilities for renter, and monthly payment (mortgage, taxes, and insurance) for owners.

According to HUD, affordable housing is determined based on the Area Median Income (AMI). For homeowners, affordable housing costs do not exceed 30 percent of the yearly income for those who earn 80 percent or less of the AMI. For renters, affordable housing costs do not exceed 30 percent of the yearly income for those who earn 60 percent or less of the AMI. Workforce housing is generally thought of as housing affordable to essential public- and service-sector employees such as teachers, fire fighters, and nurses. It is defined here as housing affordable to households with incomes up to 120 percent of AMI.

Income limits are calculated for metropolitan areas and non-metropolitan counties in the country using the Fair Market Rent (FMR) area definitions used in the Section 8 program, based on HUD estimates of median family income, with adjustments for family size.

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Table 5-8: HUD FY24 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Worcester County, MD HUD Metro FMR Area	\$103,400	Very Low (50%) Income Limits (\$)	36,200	41,400	46,550	51,700	55,850	60,000	64,150	68,250
		Extremely Low- Income Limits (\$) *	21,700	24,800	27,900	31,200	36,580	41,960	47,340	52,720
		Low (80%) Income Limits (\$)	57,900	66,200	74,450	82,700	89,350	95,950	102,550	109,200

NOTE: Worcester County is part of the Worcester County, MD HUD Metro FMR Area, so all information presented here applies to all of the Worcester County, MD HUD Metro FMR Area. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the Worcester County, MD HUD Metro FMR Area.

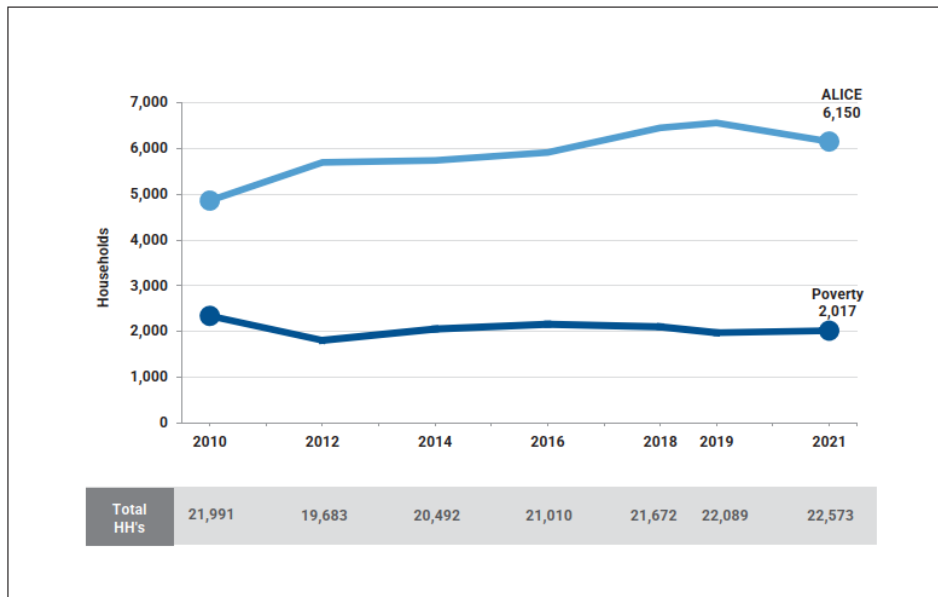
The Worcester County, MD HUD Metro FMR Area contains the following areas: Worcester County, MD;

** The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits. Income Limit areas are based on FY 2024 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2024 Fair Market Rent documentation system.*

Source: Source: HUD FY 2024 Section 8 Income Limits

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Households by Income, Worcester County, 2010–2021



Note: See an interactive version of this data at UnitedForALICE.org/Maryland.

Sources: ALICE Threshold, 2010–2021; American Community Survey, 2010–2021

The Cost of Basics Outpaces Wages

The Household Survival Budget reflects the minimum cost to live and work in the modern economy and includes housing, child care, food, transportation, health care, a smartphone plan, and taxes. It does not include savings for emergencies or future goals like college or retirement. The Household Survival Budget is calculated at the county level and varies by household composition, as costs can vary greatly depending on location and household needs.

In 2021, household costs in Worcester County were well above the Federal Poverty Level of \$12,880 for a single adult and \$26,500 for a family of four.

To see costs for different household compositions in Worcester County, visit UnitedForALICE.org/Household-Budgets/Maryland

Household Survival Budget, Worcester County, 2021		
	SINGLE ADULT	2 ADULTS, 1 INFANT, 1 PRESCHOOLER
Monthly Costs and Credits		
Housing – Rent	\$594	\$666
Housing – Utilities	\$154	\$292
Child Care	–	\$1,293
Food	\$456	\$1,242
Transportation	\$351	\$828
Health Care	\$221	\$853
Technology	\$75	\$110
Miscellaneous	\$185	\$528
Tax Payments	\$388	\$1,246
Tax Credits	\$0	-\$1,268
Monthly Total	\$2,424	\$5,790
ANNUAL TOTAL	\$29,088	\$69,480
Hourly Wage*	\$14.54	\$34.74

*Wage working full-time required to support this budget

For ALICE Survival Budget sources, visit UnitedForALICE.org/Methodology

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Workforce Housing

Workforce housing is housing affordable to households earning between 60-120 percent of AMI. Workforce housing targets middle-income workers, which includes professions such as police officers, firefighters, teachers, healthcare workers, and retail workers. Those who need workforce housing may not always qualify for subsidized housing programs such as the Low-Income Housing Tax Credit (LIHTC) program or the Housing Choice Vouchers program (formerly known as Section 8).

From the 1940s to the 1990s, housing was generally affordable to many middle-income workers due to wages remaining relatively consistent with costs of living. During the late 1990s and early 2000s, incomes began to lag behind rising costs of living, and housing supply for middle-income workers grew stagnant, causing an acute need for workforce housing. Because affordable housing programs focused on serving households making 60 percent or lower of AMI, middle-income workers were left with fewer housing options.

Federal programs through HUD or state governments are predominantly focused on supporting people that make less than 60 percent of AMI. The workforce housing target of 60-120 percent of AMI is an income stratum that is largely unserved and unaddressed by both federal and state programs aside from FHA loans. Affordable housing for the working and middle classes is largely left to individual municipalities and counties to deal with. Families that fall into this income category have found it increasingly difficult to purchase a home that is located in the area where they work, and that provides for the needs of their household. In response, many families have found housing that is significantly further away from their place of employment. This results in increased commute times, greater reliance on transportation infrastructure, less free time, and ultimately lower quality of life.

The success of Ocean City as a tourism destination drives strong demand for seasonal workforce housing in Ocean City and the surrounding unincorporated areas, which is a particular area of concern for the County and the region.

Attainable Housing

According to a report by the Urban Land Institute on Attainable Housing¹, an additional area for discussion related to the country's housing affordability challenge is the near disappearance, in most areas, of modestly priced, new for-sale homes – which could be referred to as attainable housing. The report defines attainable housing as unsubsidized, for-sale housing that is affordable to households with incomes between 80-120 percent of the area median income.

Housing prices have accelerated rapidly, partly as a result of limited new supply. The lack of overall supply—and the very low rate of growth in new construction at attainable price points—has led to significant challenges among many young adult households, and others with moderate incomes, who are looking to become homeowners.

Developers and builders are seeing housing demand shift because of the rise of small households. This trend has negative implications for the availability of smaller homes at attainable price points. The size

¹ Attainable Housing: Challenges, Perceptions, and Solutions (<https://www.rclco.com/wp-content/uploads/2019/04/Attainable-Housing3-Challenges-Perceptions-and-Solutions-ULI-Terwilliger.pdf>)

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of the traditional family household has been declining and the proportion of smaller households is increasing. Factors contributing to these trends include delaying marriage until later in life; birthing fewer children; having both partners in the workforce; greater rates of divorce; later-in-life remarriages; healthy life spans and longevity; and increased rates of aging in place. Worcester County also sees a significant amount of relocation post-retirement (the second home effect). Despite the shifts in household size, new construction has continued to focus on delivering larger homes with more bedrooms. This results in gaps between the needs and demands of residents and the supply of appropriate housing.

To successfully bridge this gap, attainable housing developments should focus on:

- **Smaller Homes**—Homes with less than 1,400 square feet offer first-time homebuyers, downsizers, and small households of any age and income level alternative housing options.
- **Value Housing**—Many homebuilders are introducing models to specifically address attainable housing. These scaled-down models often offer greater simplicity in terms of option packages and structural components, thereby enabling the homebuilder to deliver products more cost-effectively which can increase the supply of attainable housing.
- **Missing-Middle Housing**—This strategy provides housing options at densities between single-family homes and mid-rise communities whose scale would be compatible (e.g., duplexes, triplexes, courtyard buildings, bungalow courts, live-work buildings). The scale of these buildings can be attractive, especially when higher density, multi-unit attached housing is often perceived as being of less value than traditional single-family homes.
- **Cluster Housing**—Detached cluster homes allow for higher densities than traditional single-family homes but create the traditional feel associated with single-family developments often desired by homebuyers.

Housing Resources

Listed below are some of the current housing resources that operate within Maryland. These programs provide support for many of the goals established in this plan and are resources that should continue to be leveraged by the County and residents to facilitate the improvement of housing supply, affordability, and access.

Housing Choice Vouchers Program (formerly Section 8)

Multifamily federally funded, tenant-based vouchers According to the DHCD website, “the Housing Choice Voucher Program (HCVP) is a federally funded, locally administered rental assistance program that subsidizes the rent of lower-income families, the elderly, and disabled to afford decent, safe housing in the private market through the use of federal funds. The Maryland Department of Housing and Community Development administers the program in parts of the Eastern Shore and Western Maryland including Allegany County (including the City of Cumberland), Caroline County, Dorchester County, Frederick County, Garrett County, Kent County, Somerset County, Talbot County, Wicomico County and Worcester County.

Maryland Housing Authority

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Maryland Housing Authority is a government-run organization that provides housing help in certain areas. Residents who qualify can get access to affordable public housing, housing project assistance, or subsidized housing within the County.

Maryland Mortgage Program

The Maryland Mortgage Program (MMP) helps homebuyers achieve homeownership through a range of loan programs that make purchasing and owning a home more affordable. MMP home loans are available as either Government or Conventional insured loans. Government loans can be guaranteed by the Federal Housing Administration (FHA), the U.S. Department of Veterans Affairs (VA), or the U.S. Department of Agriculture/Rural Housing Service (USDA/RHS).

MMP has a dual track product line that includes loan products for first-time homebuyers and the flexible products that include assistance for down payments and closing costs. The program also offers some specialty loans for specific types of borrowers (with student debt or purchasing in a particular location). Product enhancements may also be available (special assistance grants or mortgage credit certificates).

Maryland Housing Toolbox

This toolbox was developed from the Maryland Department of Housing and Community Development's Housing Needs Assessment. It is a downloadable spreadsheet that includes approximately 70 housing-related actions. Each action has an overview, implementation considerations, and beneficiaries. This toolbox was developed to help communities shape housing framework and future policies.

Local Resources

Worcester County receives grant funding of \$300,000 every two years through the Community Development Block Grant (CDBG) program, administered through the Maryland Department of Housing and Community Development (DHCD). These funds enable Worcester County to provide grants to support rehabilitation activities to approximately 12 to 15 low- to moderate-income homeowners living in substandard housing units. Grant funds are supplemented through the Special Loans Program offered by DHCD; additionally, the county partners with Shore Up! Inc. to cover the cost of weatherization and other energy saving measures. Referrals are made to Chesapeake Housing Mission for the construction of handicap accessible ramps where these are needed.

Through DHCD's Operation Rebuild, the County is assisting in the replacement of 10 dwelling units as of 2024. This program assists owner-occupied single-family homeowners by providing low interest loans to replace their substandard home with one that meets current building codes and standards.

In 2024, Worcester County received a \$50,000 grant from DHCD to update the 2004 Housing Study and Affordable Housing Report. It is intended to provide recommendations that will allow the County to develop a housing program to improve existing housing stock and target areas identified therein, so that funds can be used for the highest and best use to provide a greater supply of affordable housing.

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Homelessness

Like most of the United States, Worcester County and its surrounding region has also been facing the issue of homelessness. According to the Point-In-Time (PIT) count, which gives a snapshot of the sheltered and unsheltered homeless population on a single night in the month of January each year, 653,104 people – or about 20 of every 10,000 people in the United States – experienced homelessness across the United States in 2023². This is the highest number of people reported as experiencing homelessness on a single night since PIT count reporting began in 2007³.

The PIT count in Wicomico, Somerset and Worcester Counties in Maryland⁴ indicate that a total of 87 persons from households with children and 242 adults from households without children experienced homelessness. The data shows that majority of the people experiencing homelessness are Black/African Americans. Amongst the households with children, 61 out of the total 87 people were aged under 18 years. In contrast, majority of the people in households without children were aged above 55 years (101 adults).

It should be noted, however, that this data only captures one night in January in a given year, therefore it may not be comparable to the average numbers or trends over the year.

PIT Count Experiencing Homelessness in 2023 in Wicomico, Somerset and Worcester Counties:

	Overall	Females	Males	Black/African American	Chronically Homeless	Adults with Serious Mental Illness
Adults and Children	87	51	36	71	0	--
Adults only	242	89	150	121	70	53

The primary contributing factors of homelessness are a combination of low wages and a lack of available, affordable, or adequate housing. Low income relative to cost of living, disabling conditions, domestic violence, and sudden income loss are common issues that result in individuals losing housing. Coupled with rising unemployment and loss of incomes, the historical drivers of homelessness were exacerbated by the COVID-19 pandemic. States and federal government responded with a number of new policies and programs to prevent or delay eviction which was helpful in the short-run. Since the COVID-19 emergency has ended, most of these programs have been discontinued, making housing affordability a continued issue that has been a major cause of homelessness.

Worcester County Maryland agencies work together to address homelessness, but they all agree that finding affordable housing is a major challenge. This issue makes provider agencies jobs harder. Most people experiencing homelessness need services in the northern part of the county, especially in Berlin or Ocean City areas.

² This count does not include people served in rapid rehousing, permanent supportive housing, or other permanent housing programs, which comprise 60 percent of the national inventory as reported in the 2023 Housing Inventory Count.

³ 2023 Annual Homeless Assessment Report (AHAR to Congress)

⁴ 2023 Point-in-Time Count MD-513 Wicomico, Somerset, Worcester Counties CoC

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Affordable housing is often available during the off-season months (October through April). However, during the tourist season, apartments can cost \$700 to \$1,000 more per month. This increase can lead to homelessness or raise the risk of losing housing starting May 1st, when higher rental rates apply. Winter rental housing is not always available, but when the season starts after three months, prices for winter rentals increase. As a result, some individuals who cannot afford these higher prices end up returning to the streets.

Employment opportunities in Worcester County vary greatly. In the Ocean City area, many jobs come with seasonal tourism during the summer months. These jobs are usually not long-term since businesses cut back after the tourist season ends. During the off-season, Worcester County has one of the highest unemployment rates in Maryland. This can lead to housing instability, as people may not earn enough to support themselves and their families.

Worcester County also lacks primary care providers, dentists, pediatricians, and psychiatrists. Telepsychiatry has helped some, but it does not fully meet the demand for psychiatric services. Public transportation is another significant issue. Shore Transit connects towns like Berlin, Ocean City, Pocomoke, Salisbury, and Snow Hill, but its schedule is limited and often inconvenient for medical appointments. Using public transportation can also create financial strain, as costs are charged per person and per ride, with extra fees for transfers. After the tourist season, bus services are reduced even more.

Some specialized behavioral health services available in urban areas are not offered in Worcester County. Tidal Health Regional Medical Center, located in Wicomico County, is the only provider of adult inpatient mental health services. Crisis beds and partial hospitalization programs are available in neighboring counties but not in Worcester County. There is a continuous need for crisis beds and peer support for people with mental illness.

The Worcester County Homeless Outreach Team (HOT) initiated its coordinated outreach efforts in May 2018 to connect individuals experiencing homelessness to vital services. Outreach activities in the rural regions of Worcester County present significant challenges due to the transient nature of homelessness. The team is comprised of approximately 22 members from various agencies throughout the county, collaboratively providing support to homeless individuals encountered during their outreach efforts. The team convenes approximately twice monthly, designating one meeting for street outreach activities.

The data that is being collected is Point in time (PIT), explained earlier, which can refer to a time metric, a count of people experiencing homelessness, or a general phrase that means at a specific moment in time. A PIT report provides a snapshot of data at a specific time.

Local Resources

Diakonia is actively serving the Tri-County Lower Eastern Shore Region. In the Summer of 2023, Diakonia piloted a New Rapid Response Team that responds to calls from the community and emergency dispatch regarding complaints/concerns of potentially homeless persons. Over the course of the year, Diakonia received almost 250 calls, averaging 1 person every other day. Plans to build 42 affordable housing units to help mitigate the housing shortage on the Lower Eastern Shore.

Other resources for people experiencing homelessness in Worcester County include the following:

- Homeless Alliance for the Lower Shore (HALS)- Tri County Resource guides.

Offers emergency shelter, rental assistance, and case management. You can call (410) 219-0923 to assess the eligibility and availability of beds.

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- 211 Maryland

Call 2-1-1 to connect with community resources to help with food, utility assistance, and other financial needs. 211 is available 24/7.

- Local shelters in Worcester County:

- Christian Shelter: Located at 334 Barclay Street, Salisbury, MD 21804. Their phone number is (410) 749-5673.
- Samaritan Ministries, Inc. Located at PO Box 661, 814 4th Street, Pocomoke, MD 21851. Their phone number is (410) 957-4310.
- Diakonia, Inc. Located at 12747 Old Bridge Road, Ocean City, MD 21842. Their phone number is (410) 213-0923.
- HALO Shelter for Women and Children

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Information from 2020 Housing Needs Assessment & 10-year Strategic Plan (to go into Appendix)

- Worcester county has median home value below the state median (pg 25)
- has a higher share of moderately cost-burdened households compared with the statewide rate (pg 28).
- Ten (10) percent of all homeowners in Maryland pay at least 50 percent of their household income on housing; these homeowners are “severely cost-burdened” by HUD’s definition. These households increased by about 3 percentage points since 2000, meaning 45,000 more homeowners experience severe cost burdens today than 15 years ago. Several counties and Baltimore City exceed the statewide rate: Caroline, Charles, Dorchester, Kent, Prince George’s, Somerset, Talbot and Worcester (pg 28)
- Updated Median Gross Rent statistics from census/ACS

Table 18. Total tracts by Maryland Homeowner Stability Index category, Eastern Maryland (pg 51)

	Lowest need	Low need	Moderate need	High need	Highest need	Regional total
Worcester	10%	14%	10%	19%	19%	14%

Table 22. Total tracts by Maryland Renter Stability Index category, Eastern Maryland (pg 53)

	Lowest need	Low need	Moderate need	High need	Highest need	Regional total
Worcester	19%	0%	14%	24%	14%	14%

Projected Total Households by Income (2020–2030), Worcester (pg 137)

2020				2030				Change (2020-2030)			
30% AMI and below	31-50% AMI	51-80% AMI	Greater than 80% AMI	30% AMI and below	31-50% AMI	51-80% AMI	Greater than 80% AMI	30% AMI and below	31-50% AMI	51-80% AMI	Greater than 80% AMI
2,698	2,180	4,204	13,943	3,182	2,270	4,554	15,161	484	90	350	1,218

AMI: Area Median Income

Source: National Center for Smart Growth projection based on Maryland Department of Planning and CHAS data

Table 16. Total Projects and Units Supported by State Programs by County, FY19 - Worcester (pg 156)

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Multifamily Construction		MMP	Single-family Special Loans	Multifamily Vouchers	Neighborhood Revitalization
Total Projects	Total Units Produced/Preserved	Total Loans	Total Loans	Total Vouchers	Total Projects
0	0	7	2	127	6

Source: Enterprise analysis of data from the Maryland Department of Housing and Community Development

Table 18. Total State-Supported Projects or Homes by County, FY19 (pg 157)

County	Total Projects/Homes	% of Total Projects/Homes
Worcester	142	3%

Source: Enterprise analysis of data from the Maryland Department of Housing and Community Development

Table 20. Total Subsidized Units, FY19 (pg 159)

County	Total Units	% of Total Units
Worcester	136	2%

Source: Enterprise analysis of data from the Maryland Department of Housing and Community Development

Table 22. Total State Funding by Funding Source and County, FY19 (pg 160)

County	MMP	Multifamily Construction	Rental Services	Neighborhood Revitalization	Single-family Special Loans
Worcester	\$545,111,497	\$1,167,172,847	\$19,434,196	\$40,623,435	\$4,364,433

Source: Enterprise analysis of data from the Maryland Department of Housing and Community Development

Table 23. Share of State Funding by Funding Source and County, FY19 (pg 161)

Percent of funding					
	MMP	Multifamily Construction	Rental Services	Neighborhood Revitalization	Single-family Special Loans
Worcester	0.20%	0.00%	4.71%	2.24%	4.60%

Source: Enterprise analysis of data from the Maryland Department of Housing and Community Development

Table 24. Total State Funding by County and Per Capita, FY19 (pg 162)

	Total Funding	Percent of Total Funding	Total Population (2017)	Per Capita Funding
Worcester	\$3,100,109	0%	52,268	\$59.31

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Source: Enterprise analysis of data from the Maryland Department of Housing and Community Development

Table 28. State Funding per Cost-Burdened Household by County, FY19 – Worcester (pg 165)

Cost-burdened households			Funding per cost-burdened households			
Share	Number	MMP	Multifamily Construction	Rental Services	Neighborhood Revitalization	Single-family Special Loans
34%	7,125	\$151	\$0	\$129	\$128	\$28

Source: Enterprise analysis of data from the Maryland Department of Housing and Community Development

Table 30. Maryland Mortgage Program Use by Race and Ethnicity by County, FY19 – Worcester (pg 168)

Percent of borrowers by race and ethnicity						
American Indian/ Alaskan Native	Asian/ Pacific Islander	Black/not Hispanic	White/not Hispanic	Hispanic	Other	No Data
0%	0%	14%	86%	0%	0%	0%

Source: Enterprise analysis of data from the Maryland Department of Housing and Community Development

Table 31. Single-Family Special Loans Use by Race and Ethnicity by County, FY19 (pg 169)

Percent of borrowers by race and ethnicity			
	Black/not Hispanic	White/not Hispanic	No Data
Worcester	100%	0%	0%

Source: Enterprise analysis of data from the Maryland Department of Housing and Community Development

Table 32. State Funding by Race by County, FY19

County	Share of population			Per Capita funding
	Black, not Hispanic residents	White, not Hispanic residents	Residents of all other races	
Worcester	14%	83%	4%	\$59.31

Source: Enterprise analysis of data from the Maryland Department of Housing and Community Development

Spectrum of rental and homeownership housing needs - Worcester (pages 255 & 261)

Lowest need	Midpoint	Highest need
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Eastern Maryland Region –	Category 1	Category 2	Category 3	Category 4	Category 5	Eastern MD Total
Rental Index	19%	0%	14%	24%	14%	14%
Homeownership Index	10%	14%	10%	19%	19%	14%

General thoughts:

- We should probably include some information or discussion on the northern vs. southern Worcester County, as they are two very different areas.
- Will we add any information on the impediments to constructing new housing? Over-regulation and infrastructure costs are always cited, and reducing regulations (I'm thinking about our tedious Residential Planned Community process) could help a little. Something could be an action item?

4. LAND USE

Introduction

Land use refers to the uses or activities that occur on a parcel of land. For planning purposes, these are commonly classified as agricultural, residential, commercial, industrial, recreational, and other uses. Land use is not permanent and can change over time.

It is important to note that land use is different from zoning. Zoning is the tool a local government uses to implement the Comprehensive Plan by regulating what can be built on a parcel of land and how it may be developed or redeveloped.

Land uses may be nonconforming, meaning that they do not conform with zoning, most often because they existed before the land was zoned for another use. These nonconforming uses are often referred to as “grandfathered” and are generally permitted to remain in use. Like land use, zoning can change over time. For example, parcels that are zoned to allow only commercial uses may be changed in the future to allow for a mix of uses, including residential, commercial, and other types.

Land in Worcester County is dominated by agricultural uses. The County retains a rural and coastal character that it has successfully maintained so that development is concentrated primarily in municipalities and designated growth areas. Worcester County opposes off-shore wind projects and needs to balance the needs of agricultural uses with solar energy development, including prohibiting solar in future growth areas.

This chapter provides information on land use categories and their distribution as per existing land use within the county, followed by details of zoning and future land use.

Goals and Objectives

Worcester County land use goals are to maintain and improve the County’s rural and coastal character, protect its natural resources and ecological functions, accommodate a planned amount of growth served by adequate public facilities, improve the compatibility of new development with the County’s existing built environment, continue to support the County’s thriving economy, provide for residents’ safety and health, and coordinate land use-based infrastructure decision with Delaware and Sussex County to the extent possible. Specific goals and recommended actions to achieve those goals include the following:

- 1. Continue to limit rural development to uses compatible with the County’s agriculture and forestry industries.**
 - *Action Item 4.1.1:* Continue to support agriculture and forestry uses throughout the county’s less developed regions.
 - *Action Item 4.1.2:* Limit rural development to uses compatible with agriculture and forestry.
- 2. Plan for new development by encouraging infill within existing population centers and planned growth centers while maintaining the character of the community.**

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- *Action Item 4.2.1:* Maintain the character of the County's existing population centers.
 - *Action Item 4.2.2:* Locate new development in or near existing population centers and within planned growth centers.
 - *Action Item 4.2.3:* Plan for infill within existing population centers without overwhelming their existing character.
- 3. Foster a cooperative relationship between the municipalities and the county to plan for future growth via annexations that logically expand existing neighborhoods and communities.**
- *Action Item 4.3.1:* Work with municipalities to develop annexation policies that encourage infill within their boundaries and expand existing neighborhoods and communities.
- 4. Provide appropriate residential, commercial, institutional and industrial uses that balance the available land supply while minimizing the consumption of vacant land to preserve the County's rural and coastal character.**
- *Action Item 4.4.1:* Provide for appropriate residential, commercial, institutional, and industrial uses.
 - *Action Item 4.4.2:* Regulate development to minimize the consumption of land, and preserving the County's rural and coastal character.
 - *Action Item 4.4.3:* Balance the supply of commercially zoned land with anticipated demand of year-round residents and seasonal visitors.
- 5. Locate major commercial and all industrial development in areas having adequate arterial road access, while discouraging highway strip development to maintain roadway capacity, safety, and character.**
- *Action Item 4.5.1:* Locate major commercial and all industrial development in areas having adequate arterial road access or near such roads.
 - *Action Item 4.5.2:* Discourage highway strip development to maintain roadway capacity, safety, and character.
- 6. New developments should visually improve its surroundings with appropriate landscaping and design elements that reflect the county's established architectural traditions.**
- *Action Item 4.6.1:* Design new development's architecture and landscaping to visually improve its surroundings.
- 7. Explore policies and actions that encourage redevelopment of existing residential and commercial properties.**

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Existing Land Use

Land use policies affect all aspects of community development. Maryland's land use policies promote smart and sustainable growth that fosters vibrant, livable communities, preserves and protects the environment, and efficiently uses resources. The Maryland General Assembly has passed numerous acts of legislation to protect the environment and natural resources and to promote sustainable growth across the state. The Plan Introduction includes information outlining legislation affecting Maryland's land use planning and resource preservation.

Land Use Categories

The Plan classifies the county into nine land use categories:

1. **Municipality:** Although outside the County's land use jurisdiction, the County's four incorporated towns (Berlin, Ocean City, Pocomoke, and Snow Hill) play a vital role in the county's land use strategy. The Towns with their existing public services are expected to take up much of the county's projected growth. This will occur through infill and through annexations. To minimize unnecessary land consumption, most of the towns' growth should occur through infill. Appropriate public service expansions should be planned. Agreement on growth projections and locations should be coordinated between the county and the municipalities.
2. **Residential:** This category includes existing residential development in unincorporated areas and seeks for their current development character to be maintained. Appropriate zoning providing densities and uses consistent with this character should be instituted.

This category includes the Residential areas of the Existing Developed Centers (EDC) land use category that existing in the County's 2006 Comprehensive Plan. This change was made to differentiate between Residential and Commercial developed areas within the County's unincorporated areas. Existing Commercial areas within the former EDC are included in the Commercial Center land use category.

Not designated as growth areas, these areas should be limited to infill development. Density, height, bulk, and site design standards should also be consistent with existing character. Examples include Ocean Pines, West Ocean City, South Point, Libertytown, Briddletown, and Germantown. Other small crossroad clusters are included in this category as appropriate.

3. **Village:** This category is a special case of an EDC. It designates traditional villages that serve as rural centers. Their character should be retained, so they are planned for infill and only limited expansion. Villages are not growth areas. Any additional growth should be of very limited scope. Villages include Bishopville, Whaleyville, Public Landing, Girdletree, and Stockton.
4. **Growth Area:** This category designates areas outside incorporated municipalities that are suitable and desirable for future planned growth. These areas include new and existing locations, which meet the following criteria:
 - a. Contains limited wetlands, hydric soils, floodplains and contiguous forest

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- b. Comprised of generally larger parcels (100 or more acres)
- c. Located outside of aquifer recharge, source water protection, and other critical areas
- d. Situated to be cost-effectively served with adequate public sanitary and other services
- e. Located near employment, retailing and other services
- f. Served, or can be readily served, by adequate existing roadways (Level of Service C or better)

Growth areas identify generalized locations for planned new development. These areas will accommodate most new growth. Densities of up to ten dwelling units per acre should be provided for to reduce consumption of “greenfields” (currently undeveloped sites). Such density will require public water and sewer service. Location, layout, and densities should facilitate mass transit service. Adequate transportation and other public facilities must be in place at the time of development or constructed as part of a development project.

5. **Commercial Center:** This category includes sufficient area to provide for anticipated needs for business, light industry, and other compatible uses. Retail, offices, cultural/entertainment, services, mixed uses, warehouses, civic, light manufacturing and wholesaling would locate in commercial centers.

Commercial centers are located on prominent sites and can visually dominate a community. For this reason, special attention must be given to the volume, location and design of these uses. The first step is to balance supply with demand.

Strip commercial centers are discouraged. These centers are characterized by:

- A linear series of stores strung together by a one-story, curtain walled building of little or incompatible character
- Expanse of unscreened parking between the building and the roadway
- Minimal landscaping
- Incongruous and incompatible architecture and signage

Strip centers combined with “franchise” architecture can negate local sense of place, be visually destructive, and adversely affect property values.

Commercial centers provide important services, but they should be developed to enhance community character.

Commercial centers are planned to occur at three scales, which will be reflected in their zoning and site plan requirements: neighborhood, community and regional/highway.

- **Neighborhood commercial** provides convenient food, gas and other day-to-day products. Neighborhood commercial should take a central place within growth node developments. They may contain mixed uses and they should be provided with sidewalks, landscaping, and other amenities. Local institutional uses such as schools, libraries, post offices and community buildings are also desired uses. It is especially important that neighborhood commercial uses blend visually into the surrounding community.

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Incorporating ancillary residential uses above the street level is encouraged. Such areas may also be appropriate additions to existing underserved population centers. These centers serve populations of 1,000 or more within a five-to-ten-minute travel time.

- Community commercial centers provide for larger scale commercial uses with higher volume parking demand. Groceries, pharmacies, and support services are located at these centers. Careful attention to signage, landscaping, perimeter buffers, site layout and architectural design is necessary for these uses to be compatible with the community's and the county's character. Community commercial centers serve populations of 3,000 or more within about a ten-to-twenty-minute travel time.
- Regional/highway commercial centers are designed for the most intense commercial uses, including "big-box" retailers. Such uses will be restricted to sites with access to Routes 50, 113 and 13. Specific zones prescribing appropriate setbacks, landscaping, lighting, signage, screening and other site and architectural standards should guide the location and development of these centers. Use of service roads and/or inter-parcel connectors will help to mitigate transportation impacts. Regional centers serve populations of 25,000 or more within a 30-minute travel time.

6. Agriculture: The importance of agriculture to the county cannot be overstated. Its significance is economic, cultural, environmental, and aesthetic. Agriculture is simply the bedrock of the county's way of life. Agriculture faces challenges from international commodity prices, local development pressure, and the aging farm population to name a few. The county must do all it can to preserve farming as a viable industry.

This category is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted. Large contiguous areas of productive farms and forest shall be maintained for agricultural uses. Dust, odor, chemical applications, noise, and extended hours of operation create conflicts with incompatible uses.

Residential and other conflicting land uses although permitted are discouraged. Only minor subdivisions of five lots or less are permitted. This restriction has been the strongest component of the county's agricultural preservation strategy, and it should be maintained as is. Also as a general policy, the practice of not rezoning agricultural land for other uses should continue.

The strong "right-to-farm" law should remain in force. Compatible uses providing additional farm income, e.g. tourism and development of "value added" products/processing facilities should be explored. The implementation of a transfer of development rights (TDR) program could help maintain farming and direct growth away from productive farming areas.

Agricultural land preservation should be pursued to maintain a critical mass of farms.

7. Industry: Traditionally a limited land consumer in Worcester County, light industry is a desirable addition to the county's land use mix. Heavy industry with its environmental and transportation

4. LAND USE

impacts may be compatible in selected locations. Pocomoke City has and will continue to be the focus for the county's most intense industrial uses.

Industrial uses need good road access, large sites, sufficient electricity and public water and sewer services. Rail, port facilities, and natural gas are also desired. Selective economic development efforts focused on high-wage, low-impact industries and their supporting infrastructure will benefit the county. Industrial uses should be in the County's designated industrial zones/parks and within appropriate areas in the municipalities.

8. Green Infrastructure: This category addresses state and locally designated natural and open spaces. These areas are designated to preserve environmentally significant areas and to maintain the environmental functionality of the county's landscape. Greenways improve water quality, provide flood control and maintain the county's rural and coastal character.

This category includes conservation zones, which are highly restricted due to their special sensitivity. Conservation areas are defined by their soils (muck), state owned natural areas, existing conservation zoning, tidal wetlands, selected riparian corridors. Greenway and conservation areas have distinct physical characteristics, which make them special habitat areas or place extreme limitations on development.

Such areas are "place dependent", that is, they only occur at specific locations. Their identification and preservation must be proactively addressed. After-the-fact mitigation and restoration is expensive and often of limited effect.

Open space uses include:

- Environmental process, e.g., hydrology, aquifer recharge areas, larger contiguous forests
- Hazard areas (floodplains)
- Environmental resources (wetlands, threatened and endangered species habitat)
- Cultural resources
- Outdoor recreation sites
- Areas defining edge between urban and rural uses

The green infrastructure system is designed to maintain existing resource areas and where absent, create sufficient natural "corridors" linking larger green "hubs." Parks, other public and dedicated private open spaces should be included. This network provides essential wildlife food, shelter, and cover. It also provides a rural tone to developed areas and works with conservation site planning to minimize development's cumulative impact. Green infrastructure is addressed in more detail in the natural resources chapter.

The initial green infrastructure contained in this plan will be reviewed and refined further in the future.

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9. Institutional: Institutional land uses are major public properties and facilities. County parks emphasizing active recreation are identified in this category; county passive recreation facilities are identified as green infrastructure.

Existing Land Use

The County calculated an inventory of available land in the comprehensive planning process. **Table 4-1** summarizes Worcester County's Existing Land Use by category and number of parcels, and compares it to Future Land Use, as a comparison.¹ **Map 4-1** shows the County's Existing Land Use.

Table 4-1: Land Use Summary

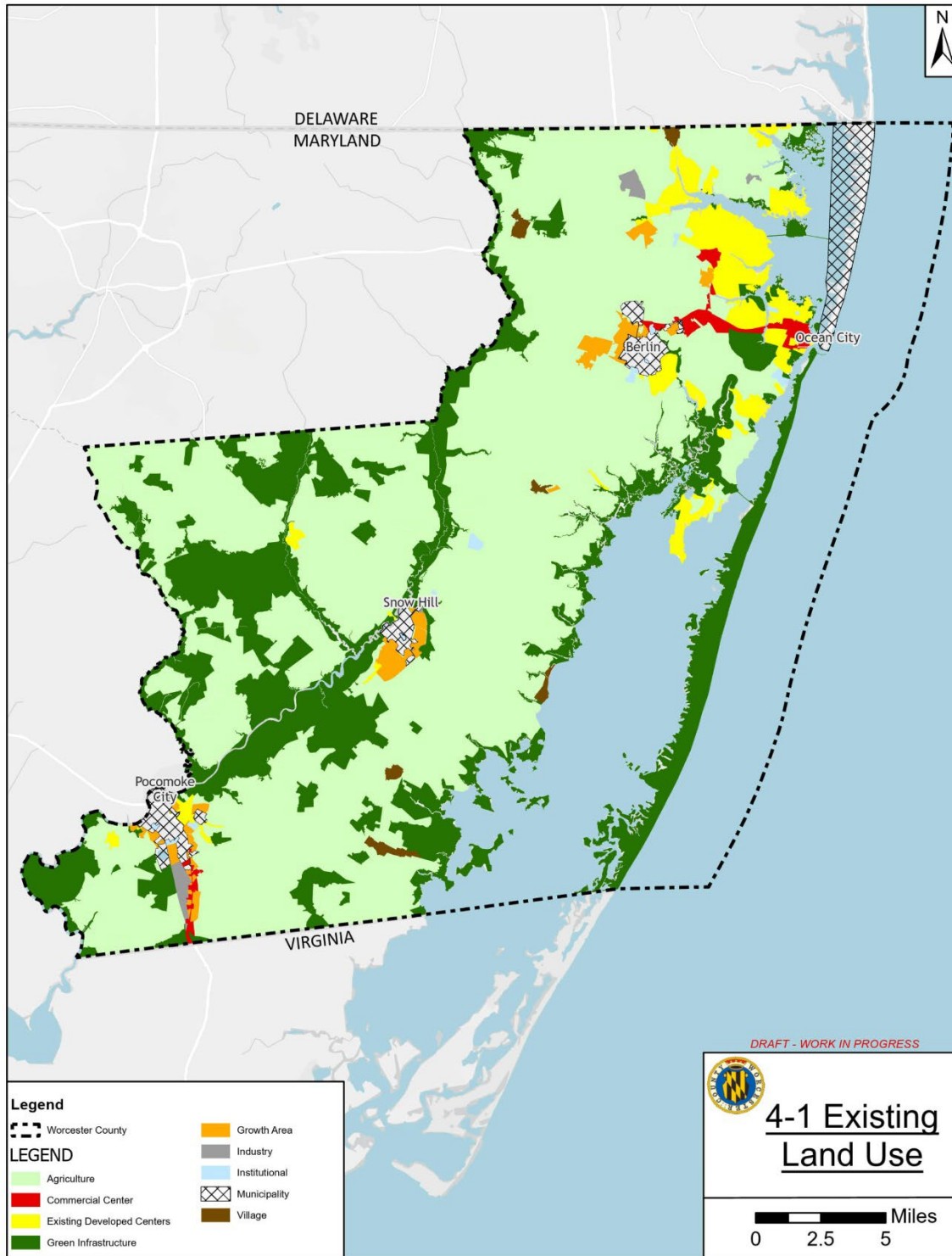
Land Use Category	Existing Land Use Total Acres	Future Land Use Total Acres	% Change
Agriculture	196,703	167,580	-17%
Commercial Center	2,433	1,948	-25%
Existing Developed Centers	14,657	N/A	N/A
Green Infrastructure	75,217	97,166	23%
Growth Area	2,860	2,841	-1%
Industry	1,329	1,066	-25%
Institutional	979	2,197	55%
Municipality	11,052	7,089	-56%
Village	1,520	1,786	15%
Residential	N/A	12,799	N/A
Total	306,751	294,051	-

Source: Worcester County, Wallace Montgomery

¹ The totals for Existing and Future Land Use are different because of mapping changes from the recategorization of the Existing Developed Centers (EDC) category and are being reconciled for the final plan.

4. LAND USE

Figure 4-1: Existing Land Use



Source: Worcester County

4. LAND USE

Zoning

Zoning is one of the primary tools to implement Worcester County Comprehensive Plan. Zoning is represented on maps and detailed in the County's Zoning Ordinance. The maps show several districts or zones into which the county is divided to regulate the use of land. The document specifies the types of activities (uses) that can occur in each district either as a matter of right or under certain conditions. It also regulates building height, lot sizes, setbacks, yards and green space, the number and size of signs, and space for off-street parking.

For additional information on zoning and zoning districts, please refer to the Code of Public Local Laws of Worcester County, Maryland, [Subtitle ZS1 Zoning and Subdivision Control Article](#) and the official Zoning Map designating zoning districts.

Table 4-2: Zoning

Zoning District	Acres	
	No.	%
A-1 Agricultural District	170,093	57.9%
A-2 Agricultural District	7,457	2.5%
E-1 Estate District	4,683	1.6%
V-1 Village District	1,080	0.4%
R-1 Rural Residential District	4,872	1.7%
R-2 Suburban Residential District	4,629	1.6%
R-3 Multi-Family Residential District	1,539	0.5%
R-4 General Residential District	1,214	0.4%
C-1 Neighborhood Commercial District	128	0.0%
C-2 General Commercial District	2,082	0.7%
C-3 Highway Commercial District	350	0.1%
I-1 Light Commercial District	1,164	0.4%
I-2 Heavy Industrial District	326	0.1%
CM Commercial Marine District	12	0.0%
RP Resource Protection District	86,756	29.5%
CA	419	0.1%
Municipalities	7,179	2.4%
Total		293,983

Source: Worcester County, Wallace Montgomery

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Zoning Categories

Each zoning designation is described below and is detailed in the Code of Public Local Laws of Worcester County, Maryland.

A-1 Agricultural District

This district is intended to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. Furthermore, it is the intent that in this district there shall be no basis, under this Title, for recourse against the effects of any normal farming or forestry operation as permitted in this district, including but not limited to noise, odor, vibration, fumes, dust or glare. This district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or non-agricultural commercialization.

A-2 Agricultural District

This district is intended to foster the County's agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land. The A-2 District may also be used for limited residential development through consolidated development rights and as a place marker for future annexations only where adjacent to existing municipalities. Furthermore, it is the intent that in this district there shall be no basis, under this Title, for recourse against the effects of any normal farming or forestry operation as permitted in this district, including but not limited to noise, odor, vibration, fumes, dust or glare.

V-1 Village District

This district is intended to protect and preserve the unique mixed-use character and historical charm of the existing crossroads villages of the County. New development within this district should be of an appropriate scale and use to be compatible with the existing pattern of development. In addition, new development is intended to be channeled into effective service areas to permit the efficient provision of public services.

R-1 Rural Residential District

This district is intended to protect and preserve the low-density rural residential areas of the County which are not generally planned for substantial population growth and for which limited public services are available or planned. Low-density residential development is permitted in this district while relatively low intensity uses necessary to serve the needs of the local population may also be compatible. Cluster development and residential planned communities are encouraged in this district to preserve and maintain the open space and natural environment currently present in these areas.

R-2 Suburban Residential District

This district is primarily intended to protect and preserve existing residential subdivisions throughout the County and to provide for compatible infill development in those areas. Furthermore, as

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contemplated by the Comprehensive Plan, this district can serve as an intermediate band of traditional neighborhood development as it transitions from a higher-density core to a much lower-density edge.

The Comprehensive Plan recommends that designated growth areas be developed as traditional neighborhoods. Projects of greater than 20 dwelling units that are proposed after the effective date of this Title are required to be developed as residential planned communities to encourage traditional neighborhood development and utilization of conservation design principles. Therefore, new development in this district may be at densities higher than that cited below as the maximum density, provided adequate sewer service is available, while infill development in existing developed areas shall be at densities consistent with those allowed by the primary district regulations.

R-3 Multi-family Residential District

This district is intended to protect and preserve existing residential subdivisions throughout the County and to provide for compatible infill development in those areas. Furthermore, as contemplated by the Comprehensive Plan, this district can serve as the core of a traditional neighborhood development, where the highest densities are desired.

The Comprehensive Plan recommends that designated growth areas be developed as traditional neighborhoods. Projects of more than 20 dwelling units that are proposed after the effective date of this Title are required to be developed as residential planned communities to encourage traditional neighborhood development and utilization of conservation design principles. Therefore, new development in this district may be at densities higher than that cited below as the maximum density, provided adequate sewer service is available, while infill development in existing developed areas shall be at densities consistent with those allowed by the primary district regulations.

R-4 General Residential District

This district is intended to protect the existing residential subdivisions throughout the County that are currently developed in accordance with its provisions while also providing for compatible infill development. Additionally, this district is meant to accommodate the most diverse housing types and range of affordability. Projects of greater than twenty dwelling units which are proposed after the effective date of this Title are required to be developed as residential planned communities to encourage traditional neighborhood development and utilization of conservation design principles. While this district can serve as the core of a traditional neighborhood development, it is not limited to usage only in areas designated for growth by the Comprehensive Plan.

C-1 Neighborhood Commercial District

This district is intended to provide convenient commercial areas strategically based to serve the day-to-day shopping and service needs of the local neighborhood. Designed to serve populations of one thousand or more within an approximate five- to ten-minute travel time, this district shall be limited to small-scale commercial operations of far less intensity than those provided for in the C-2 General Commercial District and C-3 Highway Commercial District. The scale and design of these neighborhood commercial uses should complement the scale and design of the existing neighborhood in which they are located and blend visually into the surrounding community.

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C-2 General Commercial District

This district is intended to provide for more intense commercial development serving populations of 3,000 or more within an approximate ten- to twenty-minute travel time. These commercial centers generally have higher parking demand and greater visibility. Consequently, design standards and careful attention to signage, landscaping, perimeter buffers, site layout and architectural design are imperative. Commercial structures and uses must be compatible with the community and the County's character. Strip commercial forms of development are strongly discouraged.

C-3 Highway Commercial District

This district is intended to provide for the largest and most intense commercial development and thus function as regional centers serving populations of twenty-five thousand or more within an approximate thirty-minute travel time. Such uses shall be limited to sites with appropriate access to arterial highways. Because of the extreme visibility of the sites, appropriate setbacks, landscaping, lighting, signage, screening and other site and architectural standards shall guide the location and development of these centers. Use of service roads and interparcel connectors are necessary to mitigate transportation impacts.

I-1 Light Industrial District

This district is intended to provide for certain types of business and industry, characterized by light manufacturing, fabricating, warehousing and wholesale distribution, which are relatively free from offense and which, with proper landscaping and buffering, will not detract from the residential or commercial desirability of adjacent properties. It is intended that such districts be located with access to major thoroughfares or other major modes of transportation, depending upon the specific demands of the industry being served. Industrial parks are encouraged in this district to provide for industrial uses with common access and infrastructure, as well as the provision of open space and adequate buffering to adjacent noncompatible uses.

I-2 Heavy Industrial District

This district is intended to provide for a variety of heavy-industrial-type uses which may not be compatible with residential or commercial development due to some potential nuisance or hazard. It is intended that such districts be located with access to major thoroughfares or other major modes of transportation, depending upon the specific demands of the industry being served. Industrial parks are encouraged in this district to provide industrial uses with common access and infrastructure, as well as the provision of open space and adequate screening between adjacent incompatible uses.

CM Commercial Marine District

This district is intended to preserve and protect Worcester County's commercial fishing industry while allowing for commercial, industrial and recreational uses which of necessity must be in proximity to waterfront areas. Additionally, it provides for other compatible uses which may find a waterfront location desirable. Furthermore, it is the intent of this district that there shall be no basis, under this Title, for recourse against the effects of any normal commercial fishing or other commercial marine

4. LAND USE

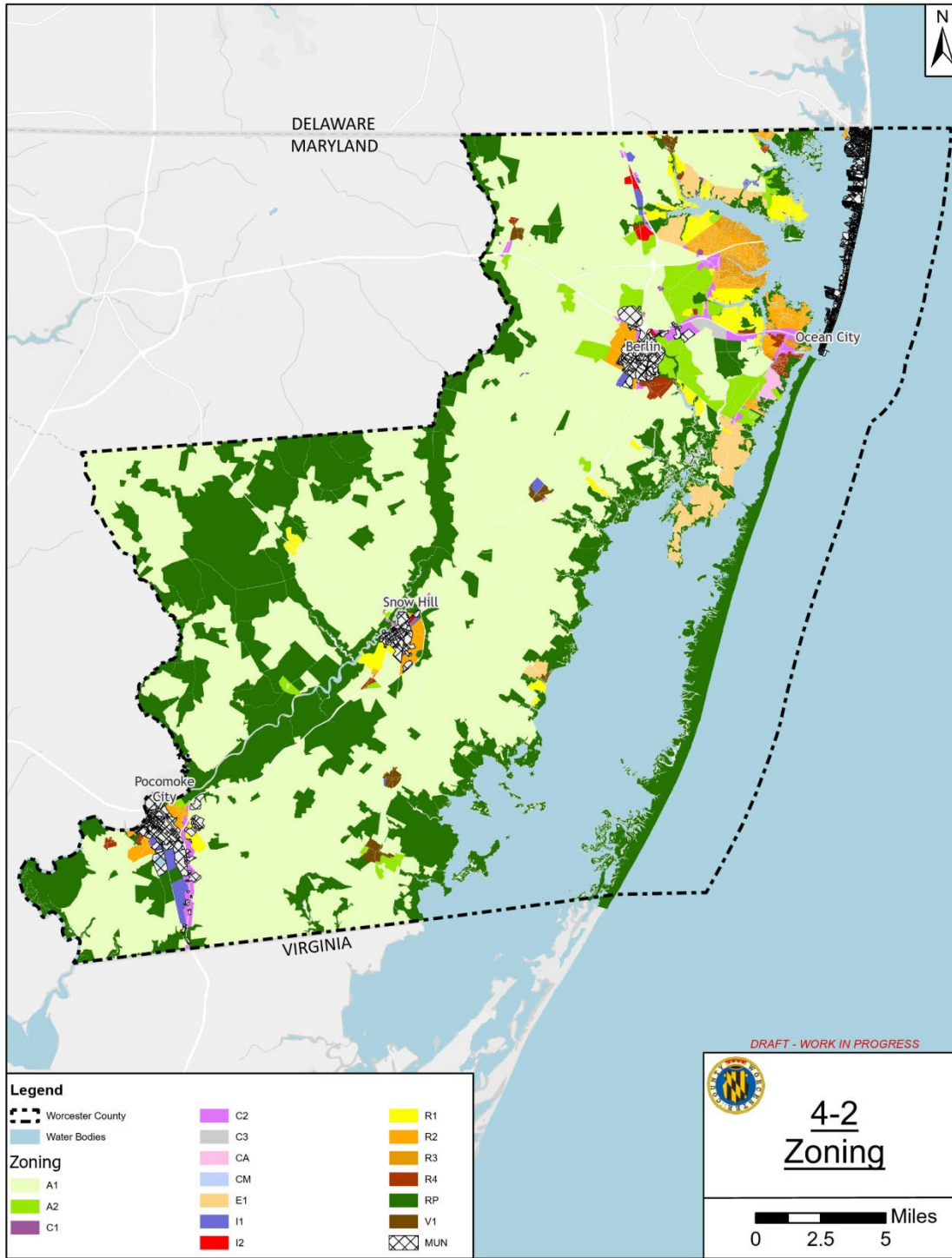
activity or operation as permitted in this district, including but not limited to noise, odor, vibration, fumes, dust or glare.

RP Resource Protection District

This district is intended to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect. This district serves to maintain the environmental functionality of the landscape by avoiding or minimizing disturbance of sensitive areas which generally include tidal and nontidal wetlands, state-owned natural areas, selected riparian corridors, conservation areas, and muck and alluvial soils. Development potential within this district is severely limited; however, some minor development may be carried out, provided it is done in a manner sufficiently sensitive to the existing natural environment and visual character of the site.

4. LAND USE

Figure 4-2: Zoning





4. LAND USE

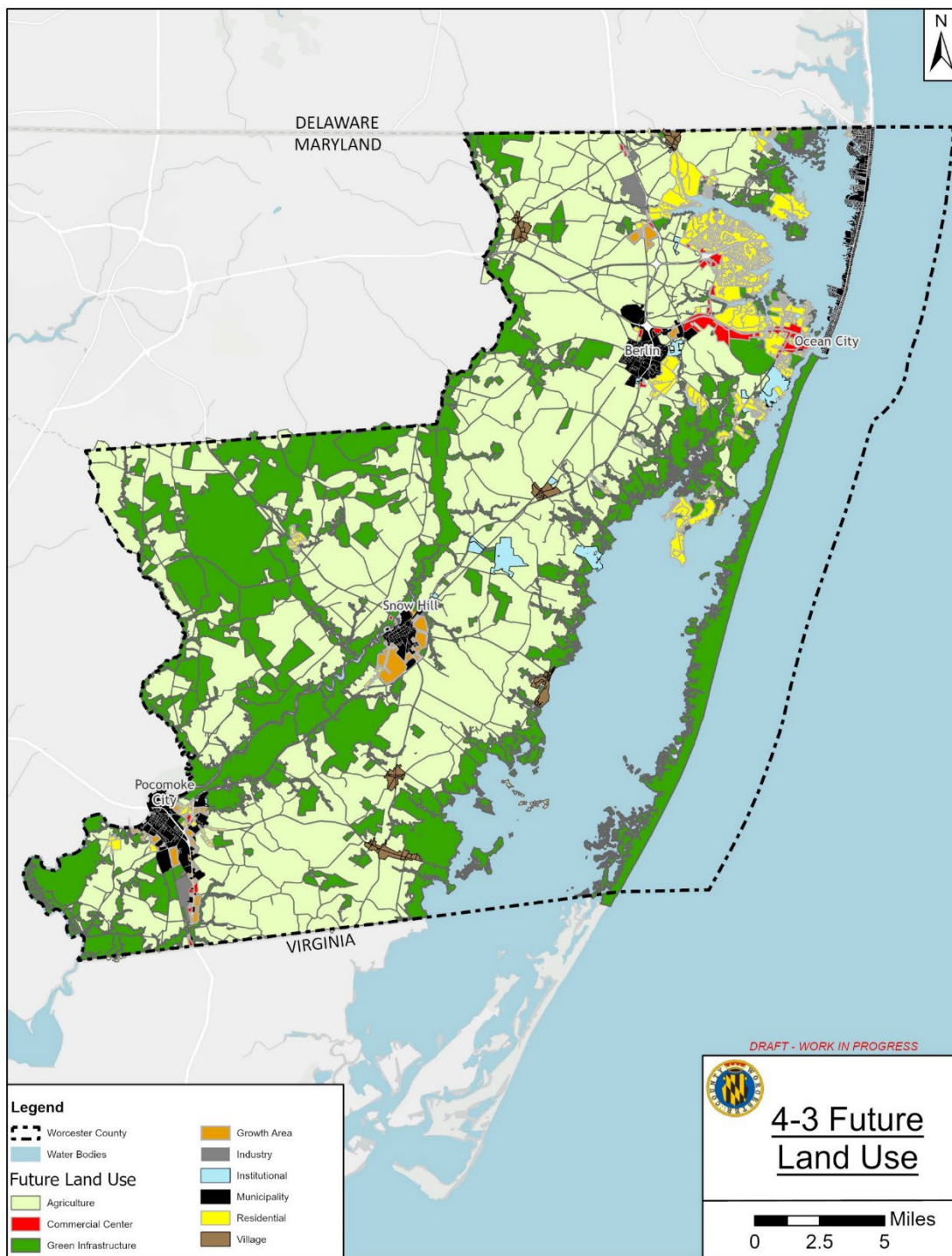
Future Land Use

Worcester County has developed a vision for future land use. Future land use information will serve as a roadmap to guide the development of the County. **Table 4-1** summarizes Worcester County's proposed Future Land Use by category. **Figure 4-3** shows the County's **Future Land Use** and **Figure 4-4** shows the areas of land use that changed from the existing.

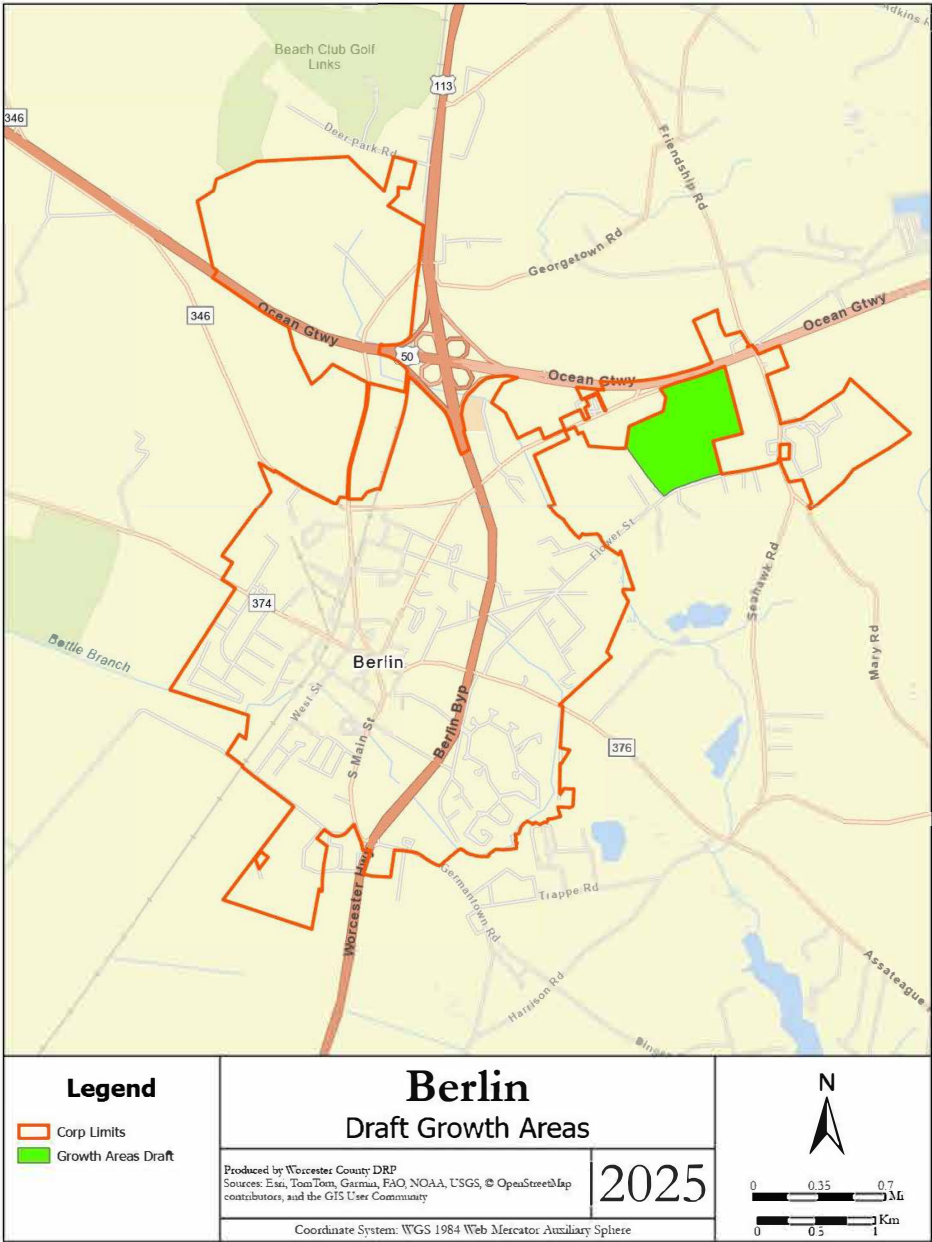
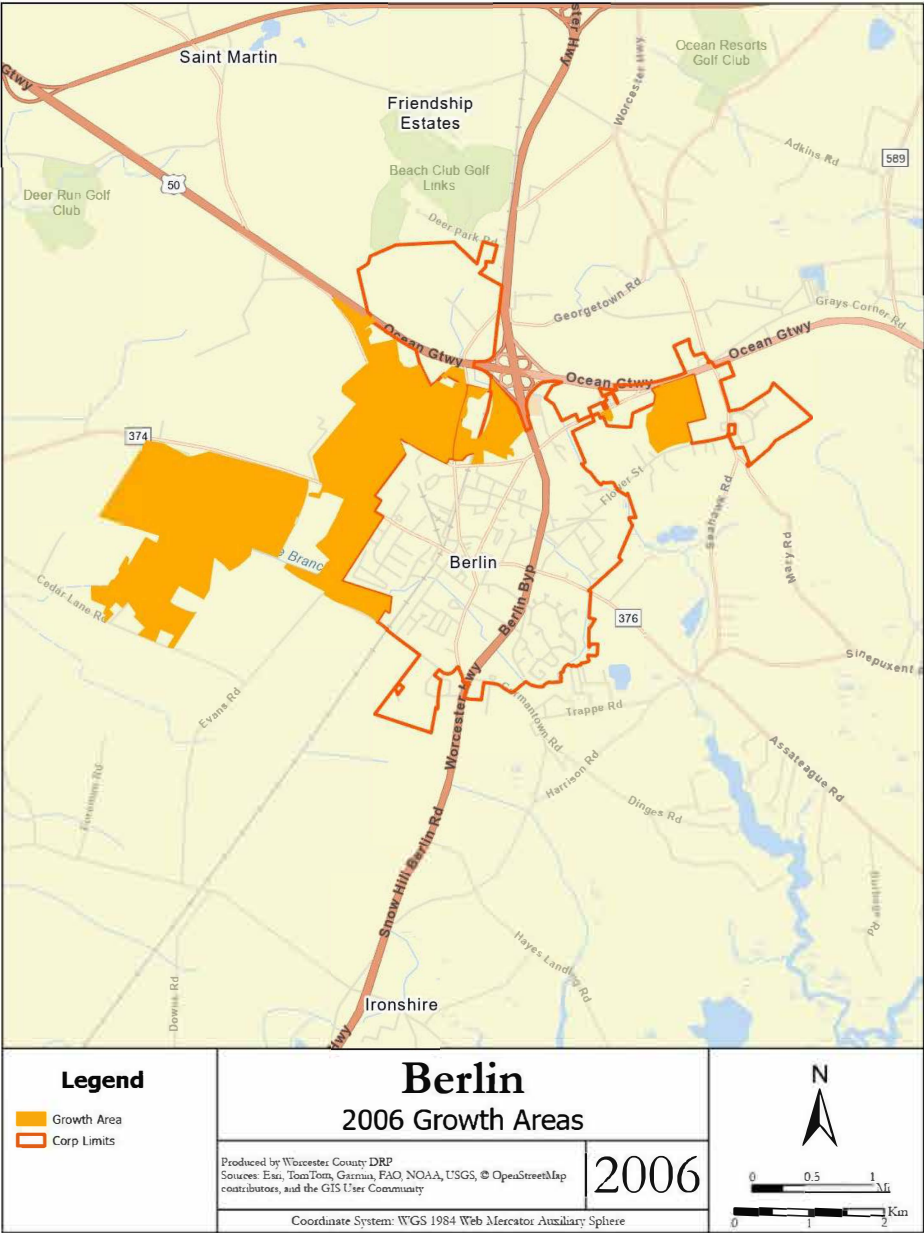
The Future Land Use Map recognizes recent and proposed residential development in the County since the 2006 Comprehensive Plan and a limited buildout of additional parcels zoned for residential development. It is in keeping with the infrastructure constraints identified in the Water Resources Element and the goals and objectives of this Plan.

4. LAND USE

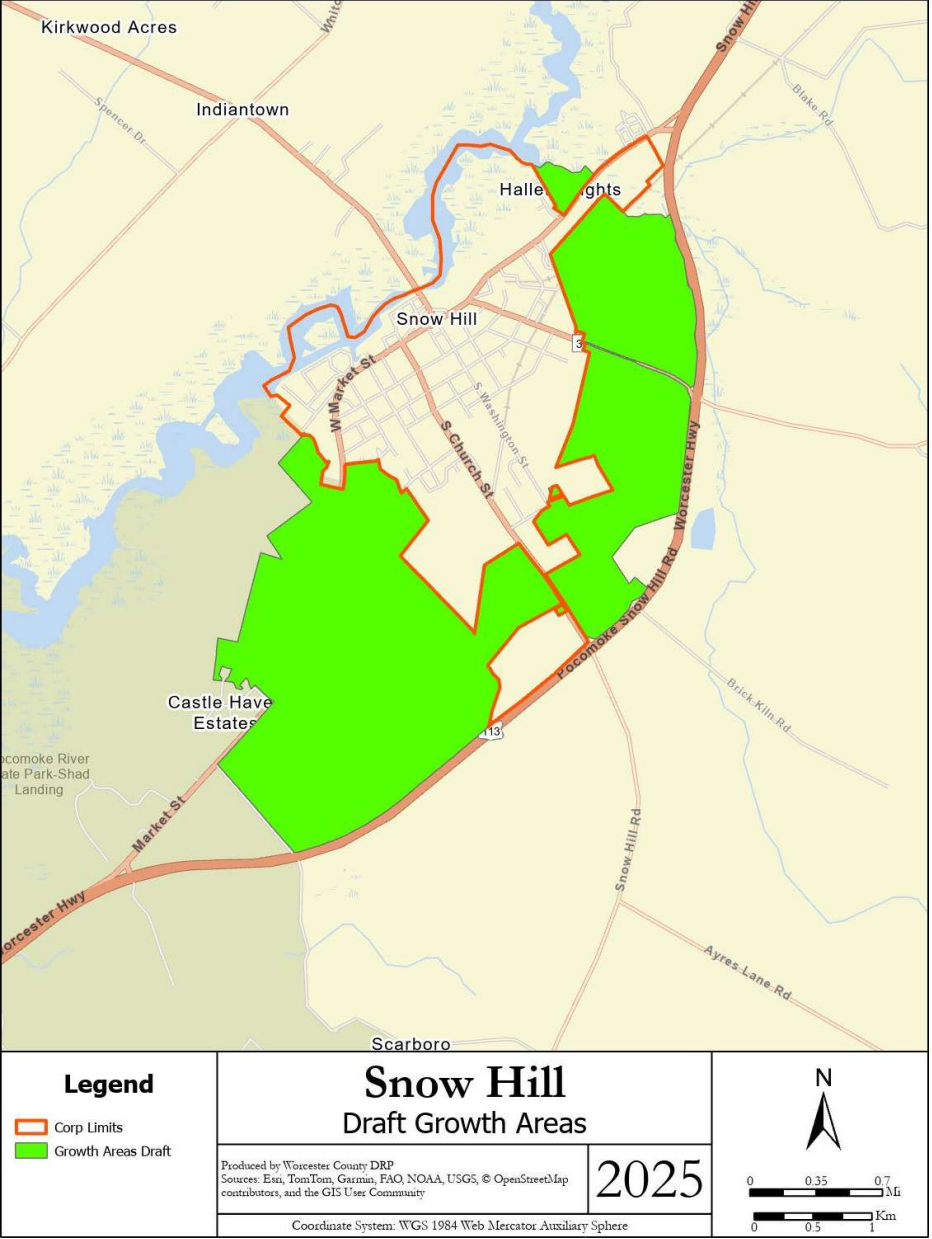
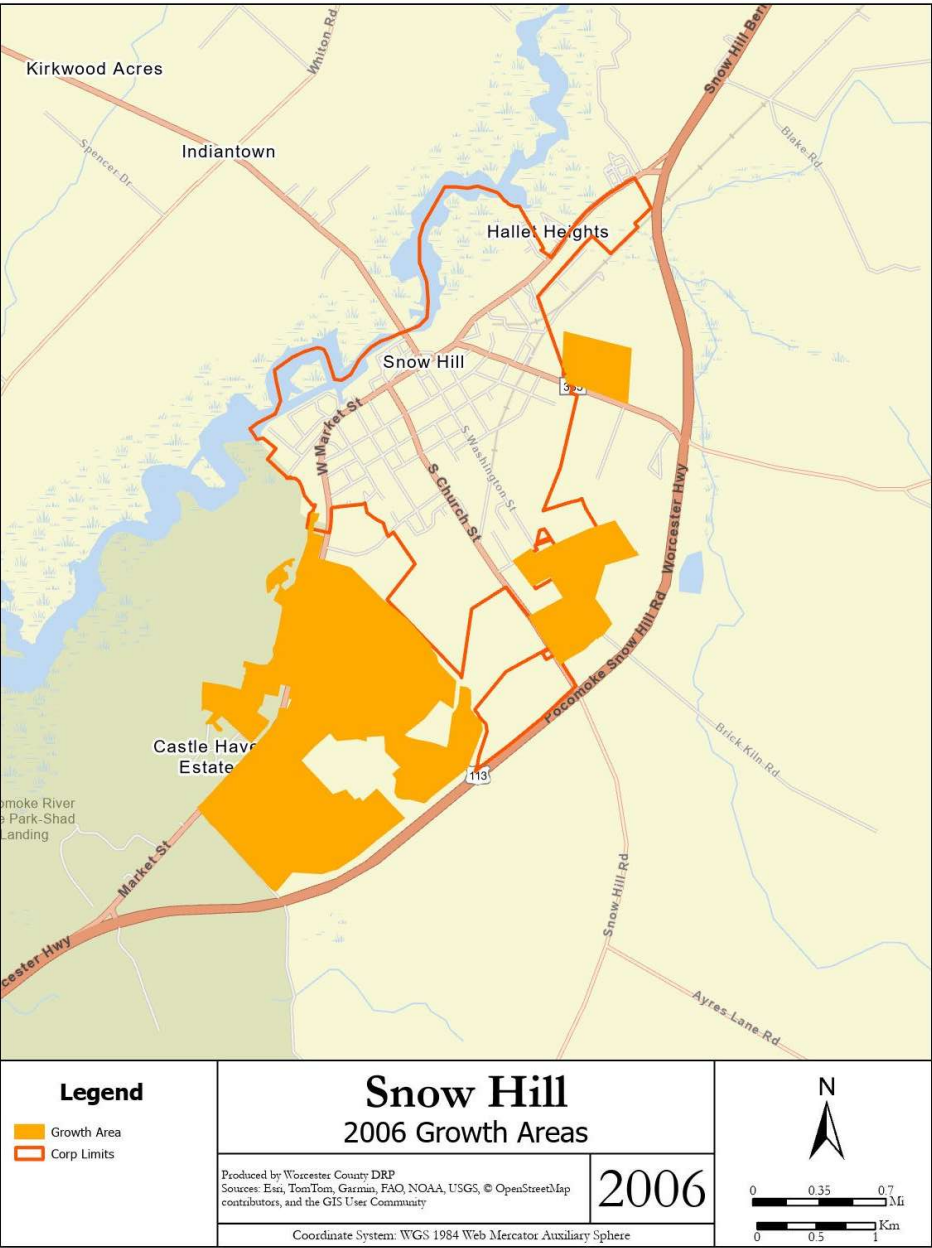
Figure 4-3: Future Land Use 1



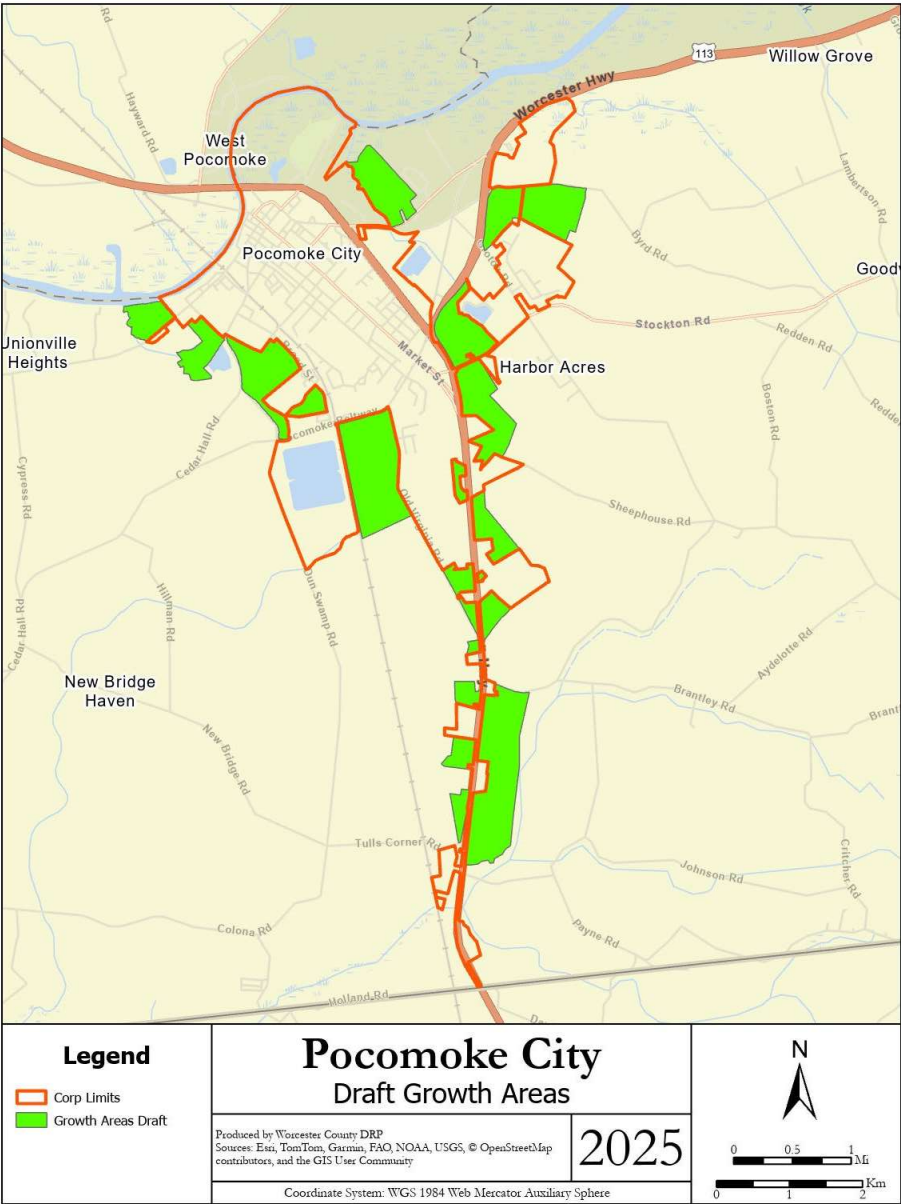
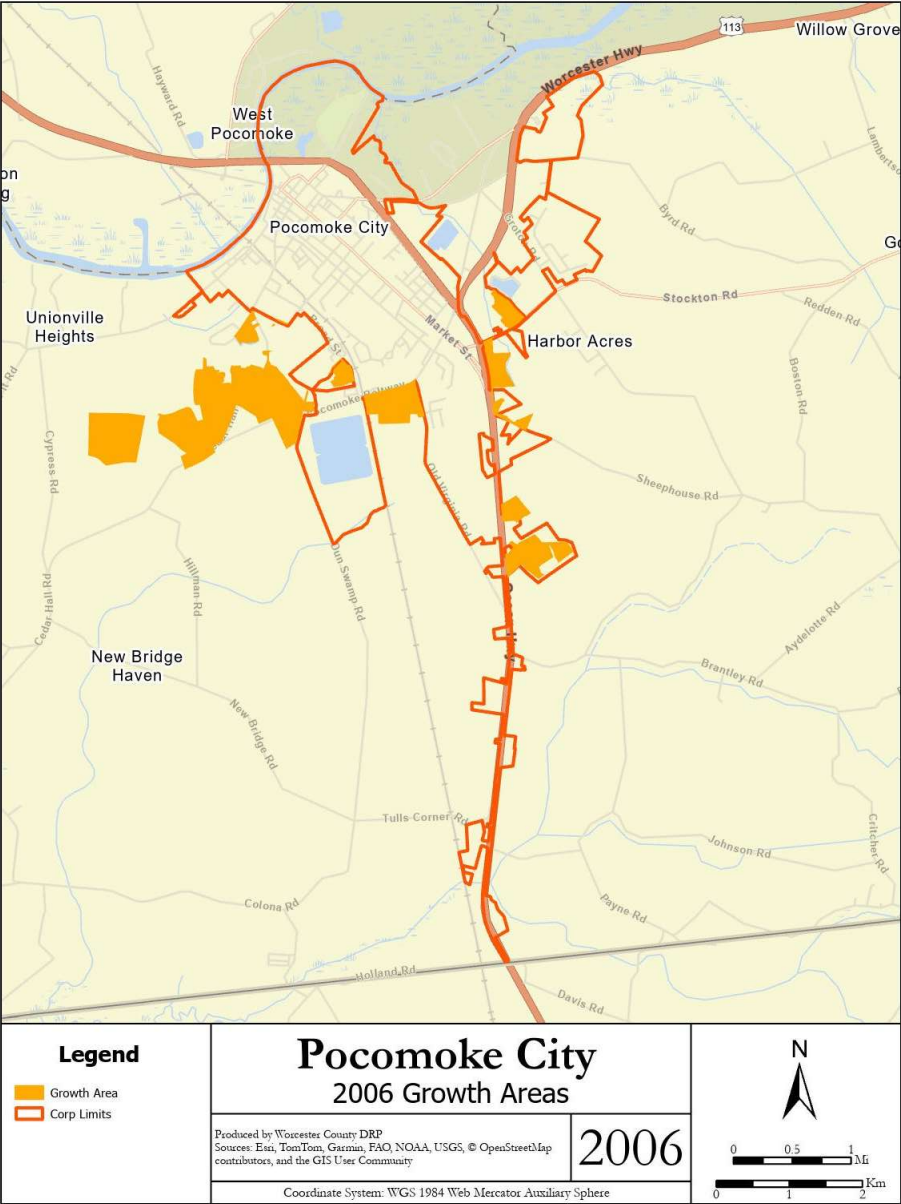
Planning Commission voted to remove growth areas as requested by the Town of Berlin



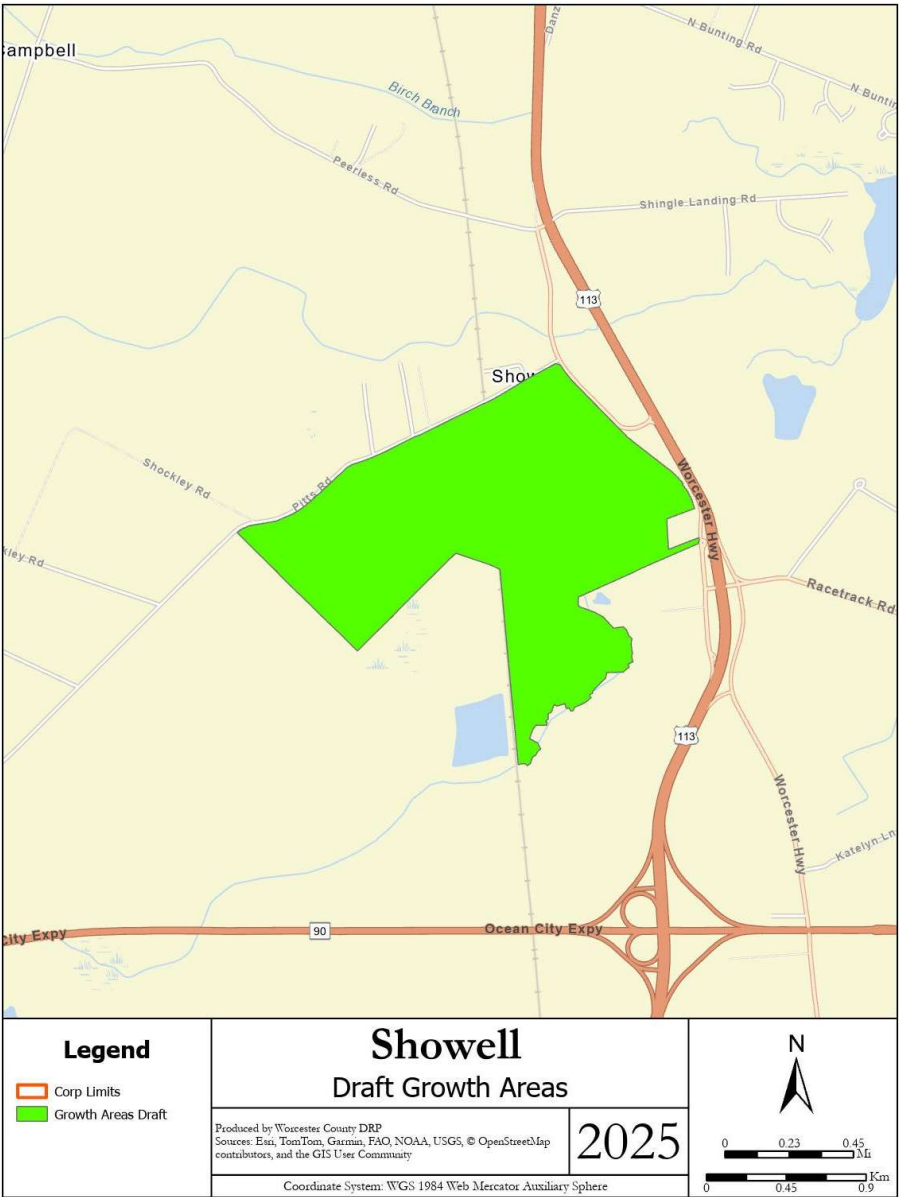
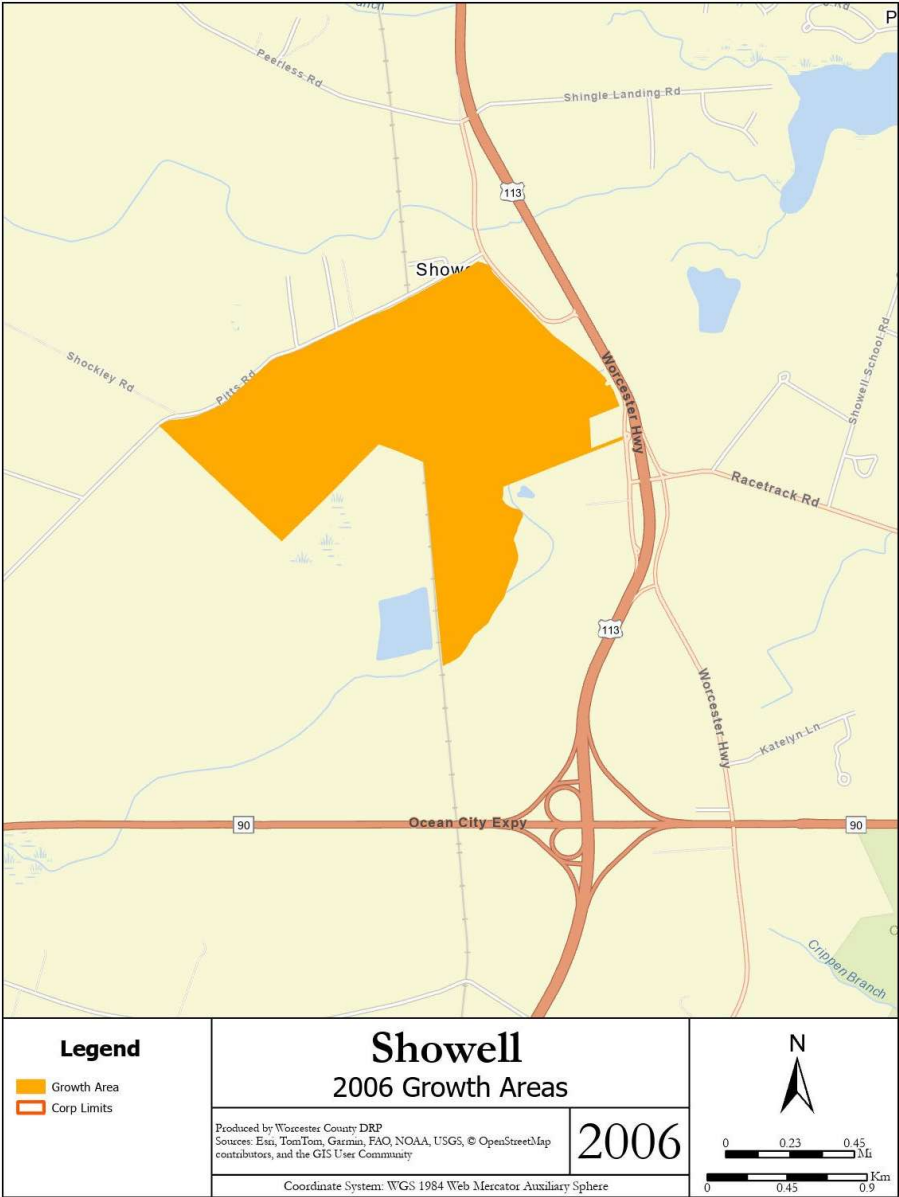
Planning Commission voted to modify growth areas as requested by the Town of Snow Hill



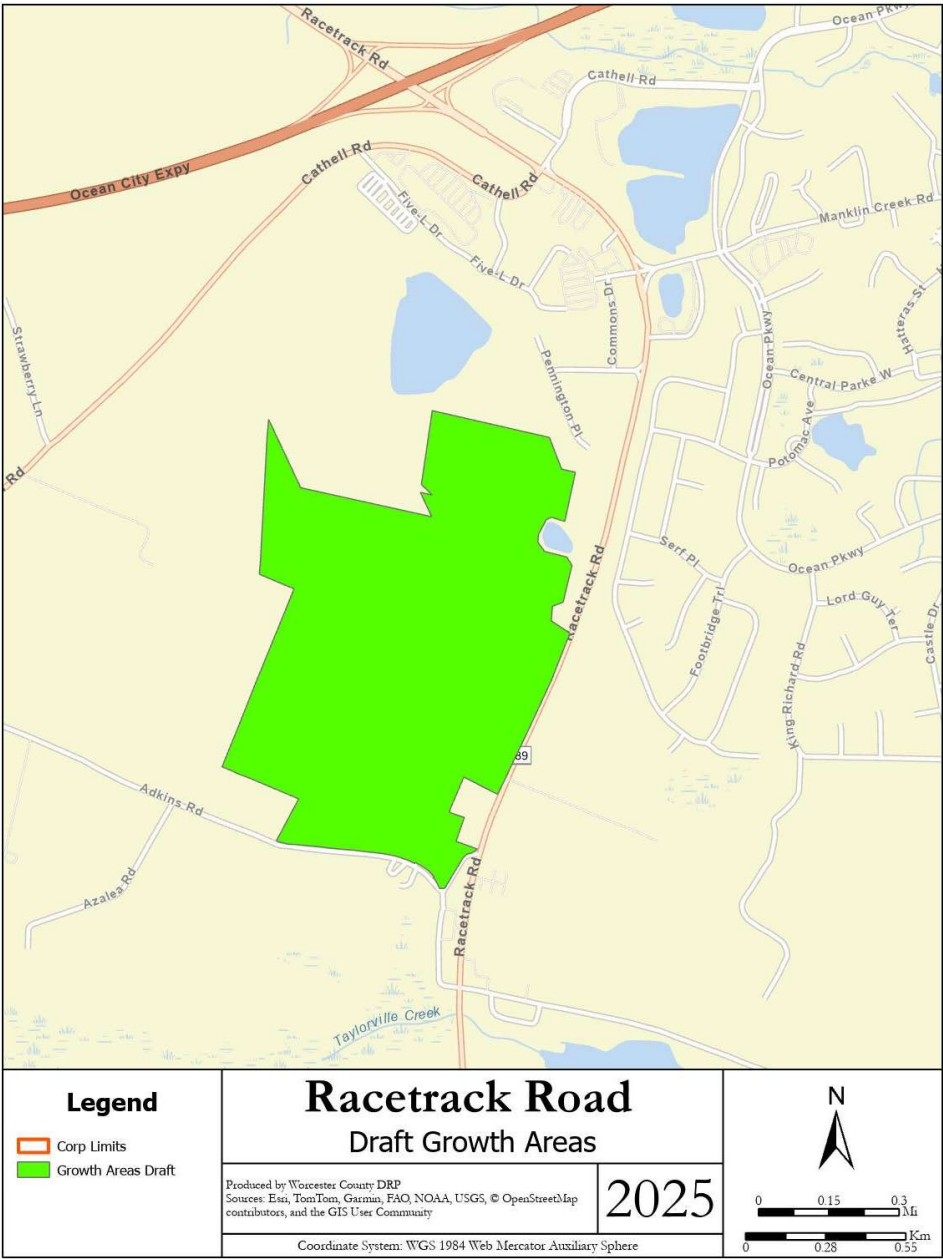
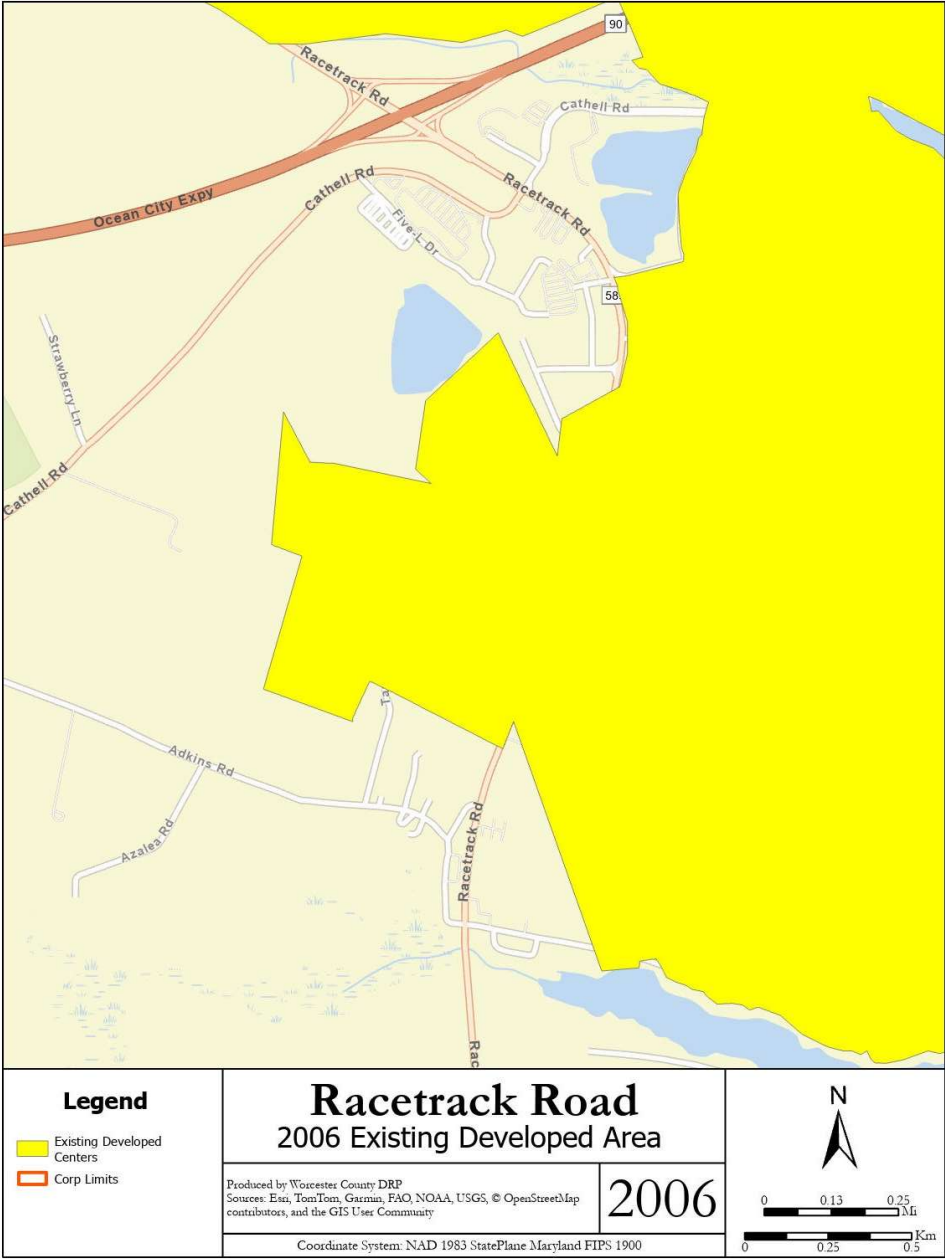
Planning Commission voted to modify growth areas as requested by Pocomoke City

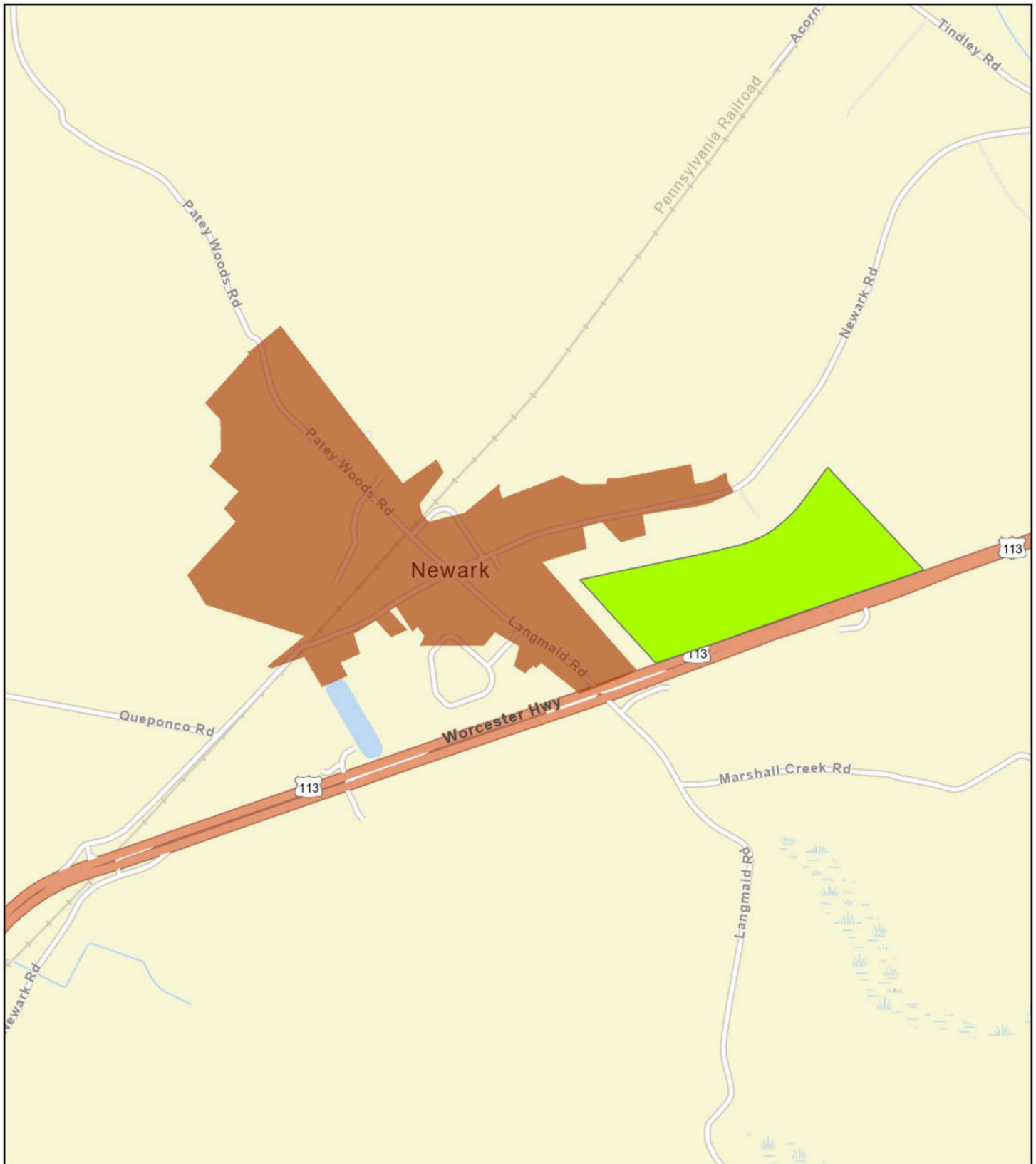


Planning Commission voted to retain the Showell Growth Area



Planning Commission voted to remove the Existing Developed Area on the westerly side of MD Route 589 (shown in green) and change it to an Agricultural Land Use Designation





Legend - Village - Corp Limits - Growth Area Draft	Newark Draft Growth Areas		N 0 0.15 0.3 Mi 0 0.3 0.6 Km
	Produced by Worcester County DRP Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community	2025	
Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere			



Civil Engineers
Land Planners
Landscape Architects
Surveyors

Jennifer Keener
Director of Development Review & Permitting
Worcester County
1 W. Market St. Room 1201
Snow Hill, MD 21863

Ms. Keener:

This letter is a follow-up to our recent conversation regarding the planned update to the Worcester County Comprehensive Plan. I am writing to you on behalf of the Taylor family that is currently the owners of several parcels, further described as the "Taylor Properties". See attached Parcel Exhibit and Real Property Data. These properties are located west of the Town of Berlin and are identified as Map 19 Grid 0017 Parcel 0047, Map 19 Grid 0018 Parcel 0136, Map 19 Grid 0024 Parcels 0062 and 0063, Map 24 Grid 0006 Parcels 0008, Map 25 Grid 0001 Parcel 0001 consisting of approximately 703.57 acres.

As referenced in the 2006 Comprehensive Plan, there are many goals, objectives and recommendations pertaining to future growth and the establishment of growth areas in Worcester County. We are confident that the Taylor properties are suitable for future growth based upon the County's Determination of growth area suitability and we respectfully request the parcels be considered for a future growth area.

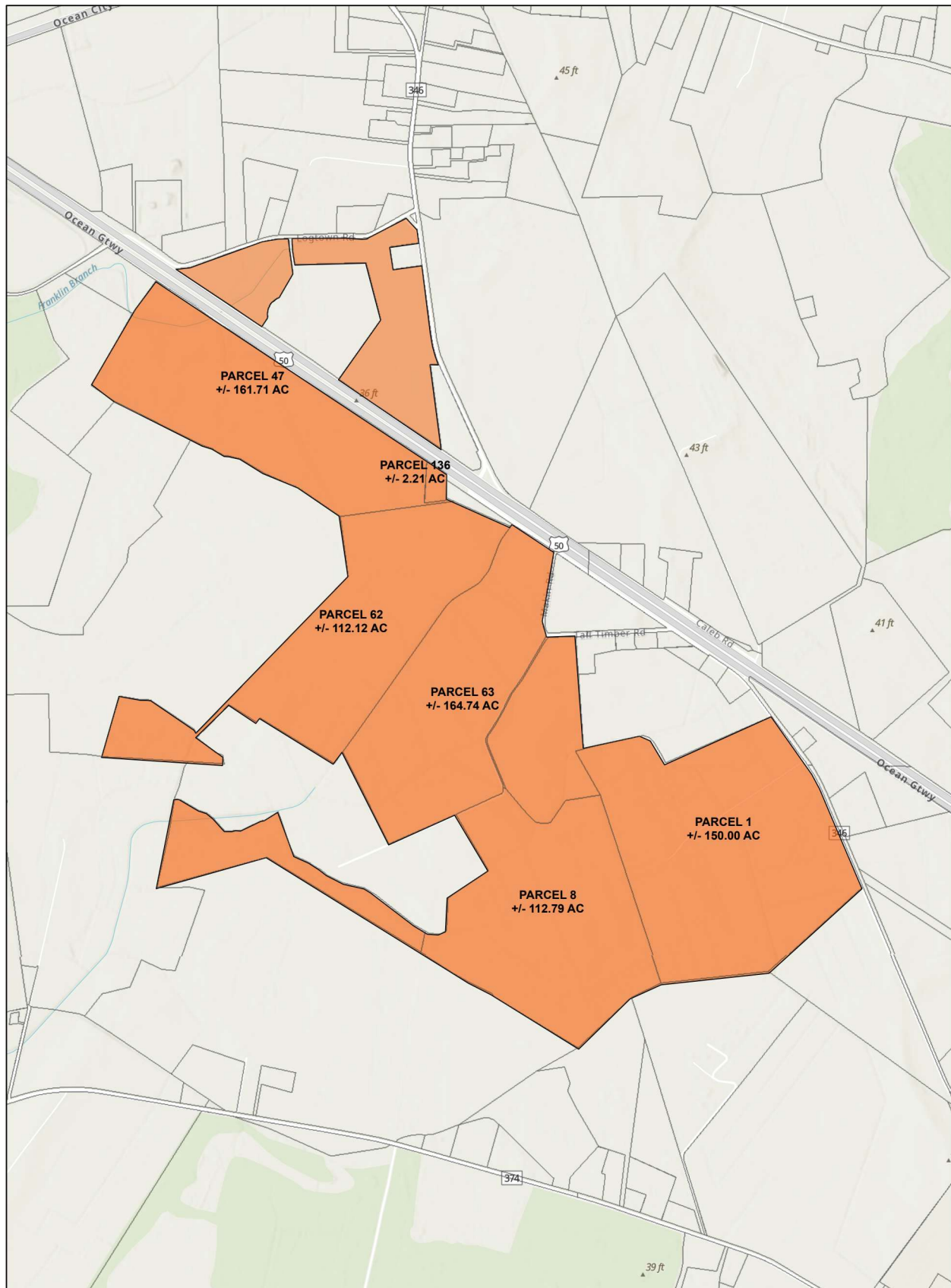
We would be pleased to discuss this request further with you, County staff, the Planning Commission, or the County Commissioners if helpful in further consideration of this request.

Thanks in advance for your time and do not hesitate to contact me should you have any questions or require additional information.

Sincerely,

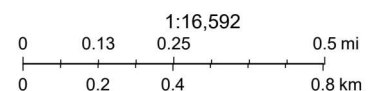
A handwritten signature in black ink that reads "Chris Carbaugh". The signature is fluid and cursive, with the first name "Chris" and last name "Carbaugh" clearly legible.

Christopher M. Carbaugh, RLA
Managing Partner



2/24/2025

Parcel Boundaries
World Hillshade



MD IMAP, MDP, SDAT
Esri, NASA, NGA, USGS, FEMA
Esri Community Maps Contributors, VGIN, Esri, TomTom, Garmin,
SafeGraph, GeoTechnologies, Inc. METI/NASA, USGS, EPA, NPS,
US Census Bureau, USDA, USFWS

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OCEAN CITY, MARYLAND 21842
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GUY R. AYRES, III (1973-2019)
JAMES W. ALMAND
WILLIAM E. ESHAM, III
MARK SPENCER CROPPER
BRUCE F. BRIGHT
HEATHER E. STANSBURY
MAUREEN F. L. HOWARTH
RYAN D. BODLEY
BRADFORD F. KIRBY
VICTORIA O'NEILL
SPENCER AYRES CROPPER

EMAIL ADDRESS:
mcropper@ajgalaw.com

(410) 723-1400
FAX (410) 723-1861

May 20, 2025

OF COUNSEL
HAROLD B. GORDY, JR.
M. DEAN JENKINS
ALVIN I. FREDERICK

Worcester County Government Center
Department of Development Review and Permitting
Attn: Jennifer Keener, Director
1 West Market Street, Room 1201
Snow Hill, Maryland 21863

Re: BLS Realty, LLC/Update to Comprehensive Land Use Plan and Zoning Maps

Dear Ms. Keener:

As you know, I represent BLS Realty, LLC ("BLS") that owns substantial acres of unimproved real property along MD Rt. 589 and US 113 in northern Worcester County (collectively referred to as the "BLS Properties"). In particular, the BLS Properties include the following:

1. Tax Map 15/Parcels 184 (a) and (b)/205.60 acres;
2. Tax Map 15/Parcel 132/21 acres;
3. Tax Map 15/Parcel 133/8.368 acres;
4. Tax Map 15/Parcel 241/26.572 acres;
5. Tax Map 15/Parcel 137/25 acres;
6. Tax Map 15/Parcel 136/9.13 acres;
7. Tax Map 15/Parcel 206/1.08 acres; and
8. Tax Map 15/Parcel 207/1 acre.

(See attached as Exhibit "A" the Tax Map, Zoning Map, State Department of Assessments and Taxation Data pages and other information).

The BLS Properties total 297.75 acres and are located in extremely close proximity to the subdivisions of Ocean Pines (approximately 8500 homes/lots), River Run (195 homes/lots), Refuge at Windmill Creek (90 homes/lots), Pennington Estates (29 homes/lots) and White Horse Park (465 homes/lots). They are also bordered on the south by extensive commercial developments such as the Valero gas station, Ocean Pines Health Pavillion medical complex (near the north gate of Ocean Pines), BB&T Bank, Walgreens, Taylor Bank, Royal Farms Store, Pines Plaza Shopping Center, Pennington Commons Shopping Center and many other commercial or retail businesses surrounding them. They are near the River Run and Ocean Pines water and wastewater treatment facilities and are located along the major roadways of MD Rt. 589 and US 113.

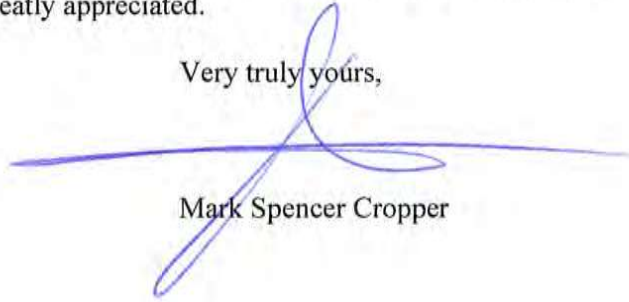
Accordingly, the BLS Properties are perfectly situated to be rezoned for either residential or

Ms. Jennifer Keener
May 20, 2025
Page 2

commercial development, or a combination of both. At the very least, they are appropriate to be designated as "future growth areas" to be rezoned at a later time. Doing so, would be a natural progression of land development consistent with the Comprehensive Land Use Plan ("Plan") and the growth that has occurred in this area since the last update to the Plan in 2009.

Please present this request to the Worcester County Planning Commission while it is discussing recommendations to the Worcester County Commissioners and let me know when I can meet with the Planning Commission to further discuss the merits of this request. I look forward to hearing from you. As always, your cooperation is greatly appreciated.

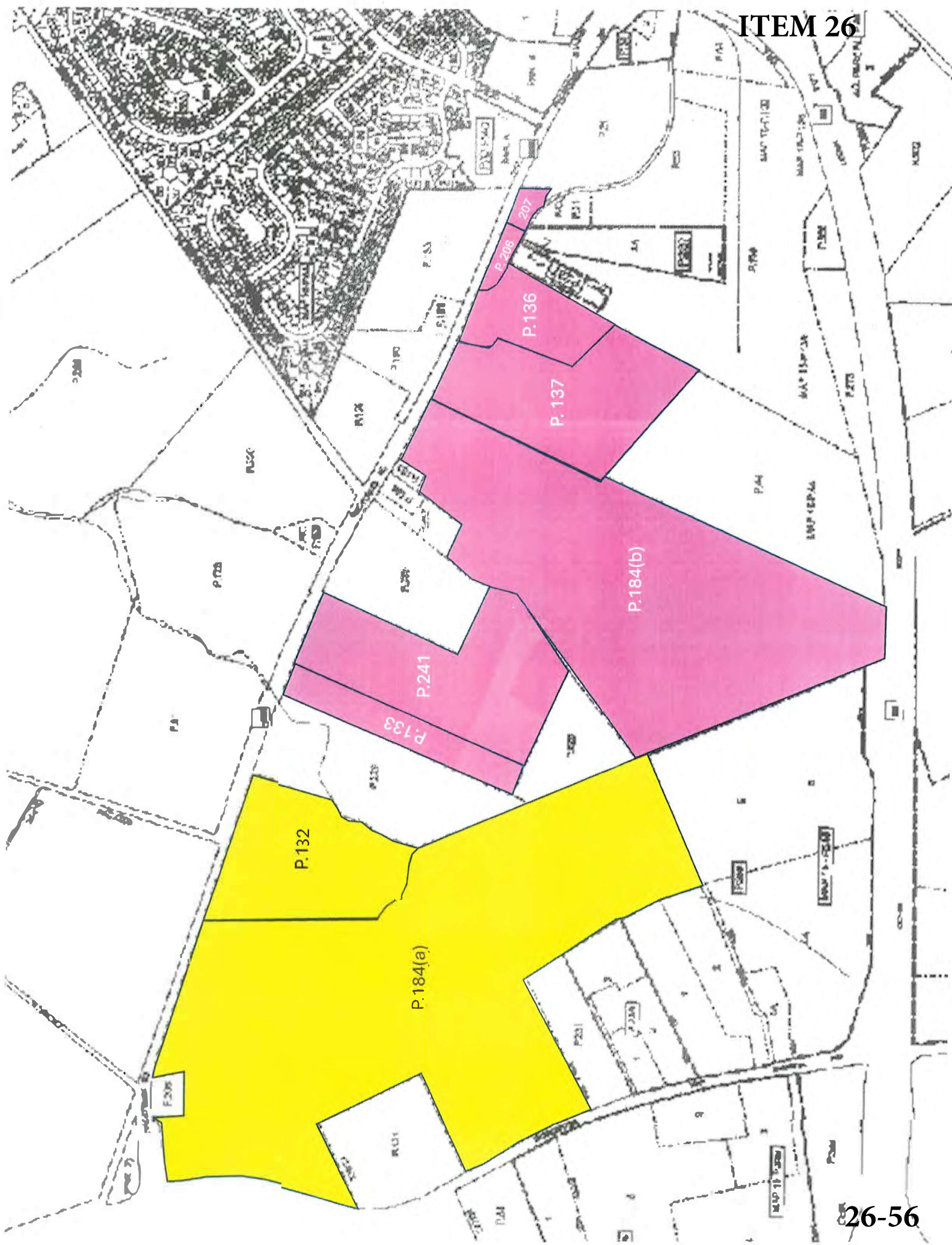
Very truly yours,

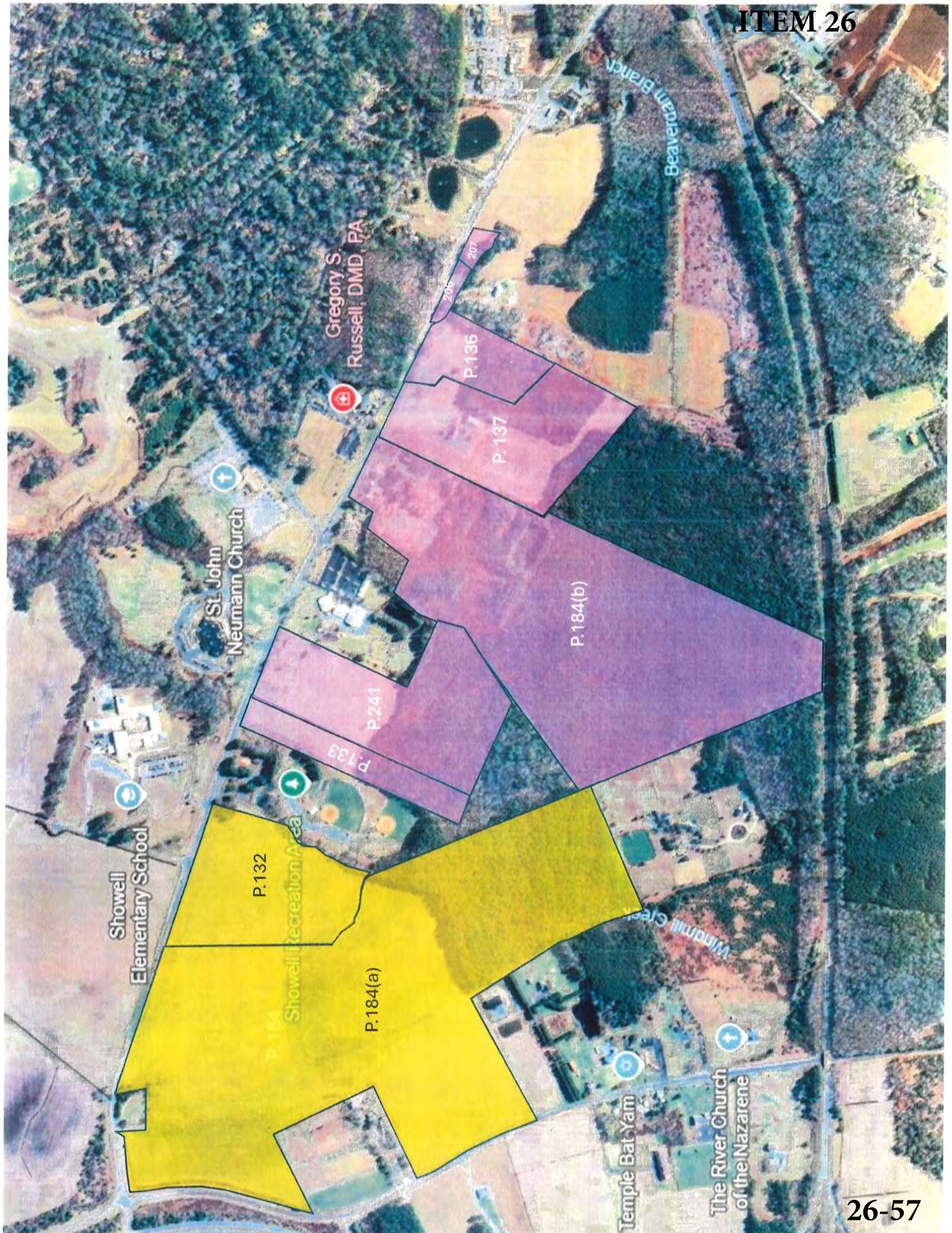
A handwritten signature in blue ink, appearing to read "Mark Spencer Cropper", is written over a horizontal line. The signature is stylized with a large loop and a long horizontal stroke.

Mark Spencer Cropper

Enclosures

EXHIBIT “A”

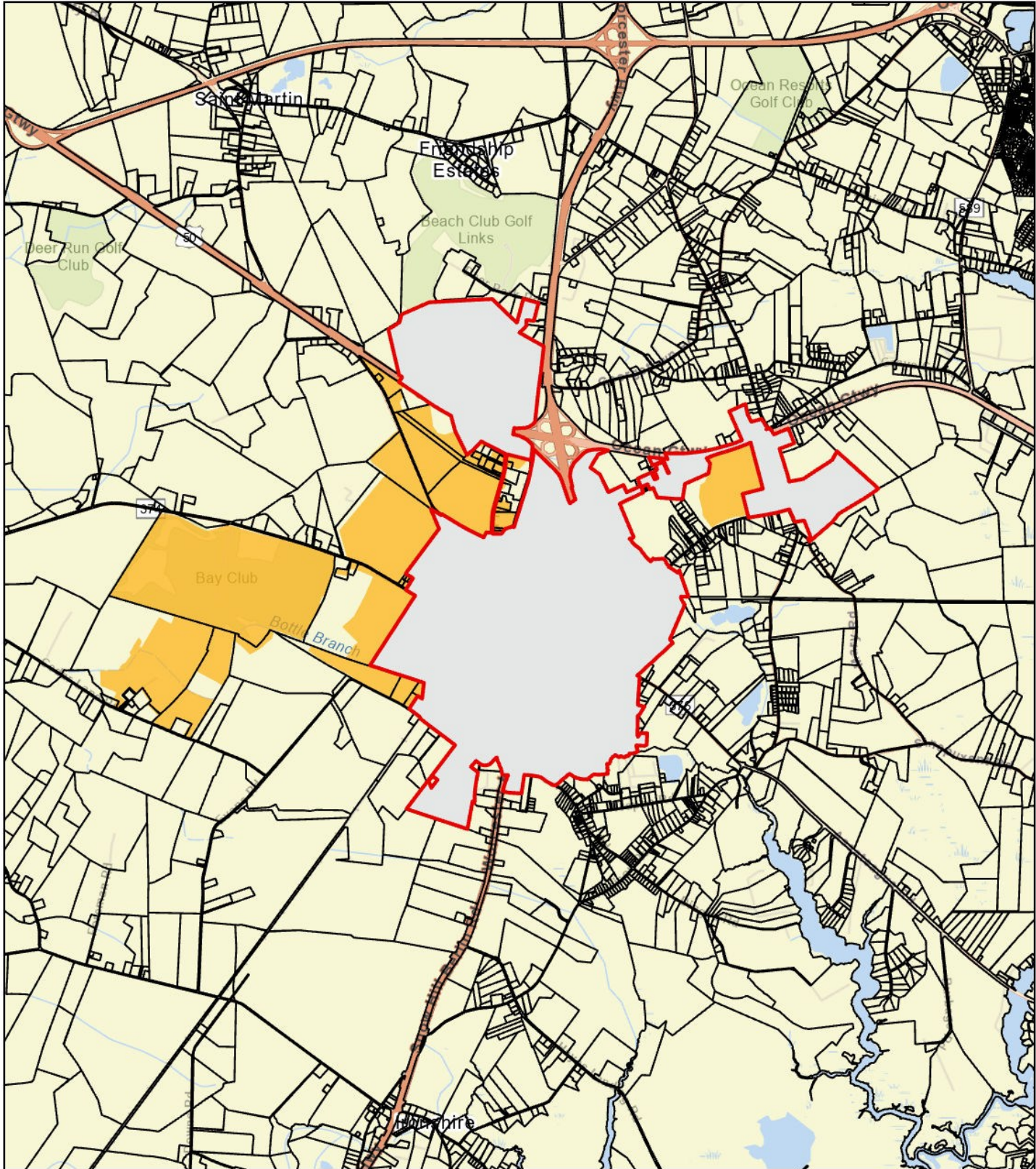




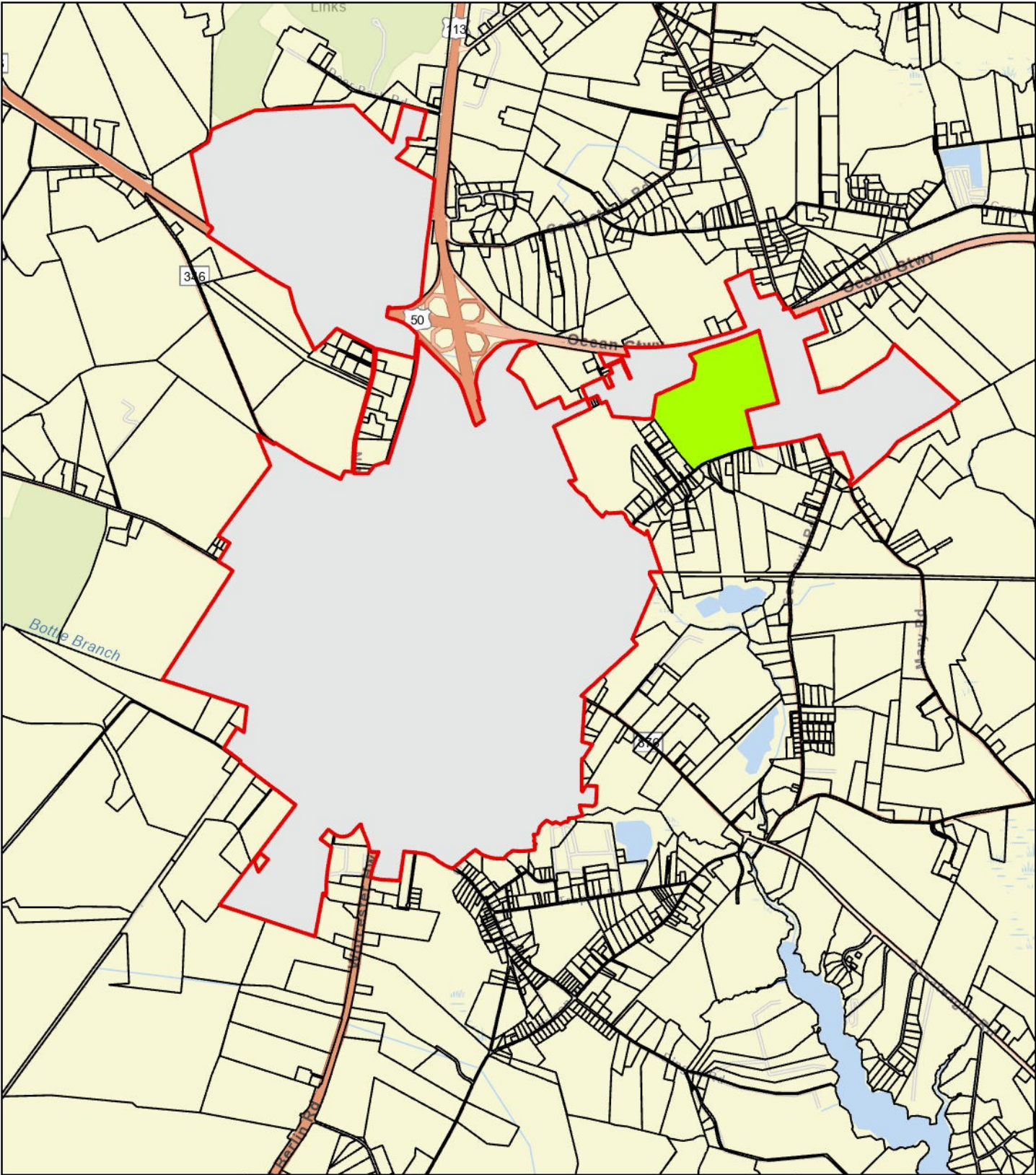


Map prepared by Worcester County Department of Development Review and Permitting, November 3, 2008.
Source: Worcester County Commissioners; UPDATED: Resolution No. 16-05.
NOTE: Resolution 16-05 references Map 15, Parcels 127 and 259, Case No. 403, effective 7/19/16.

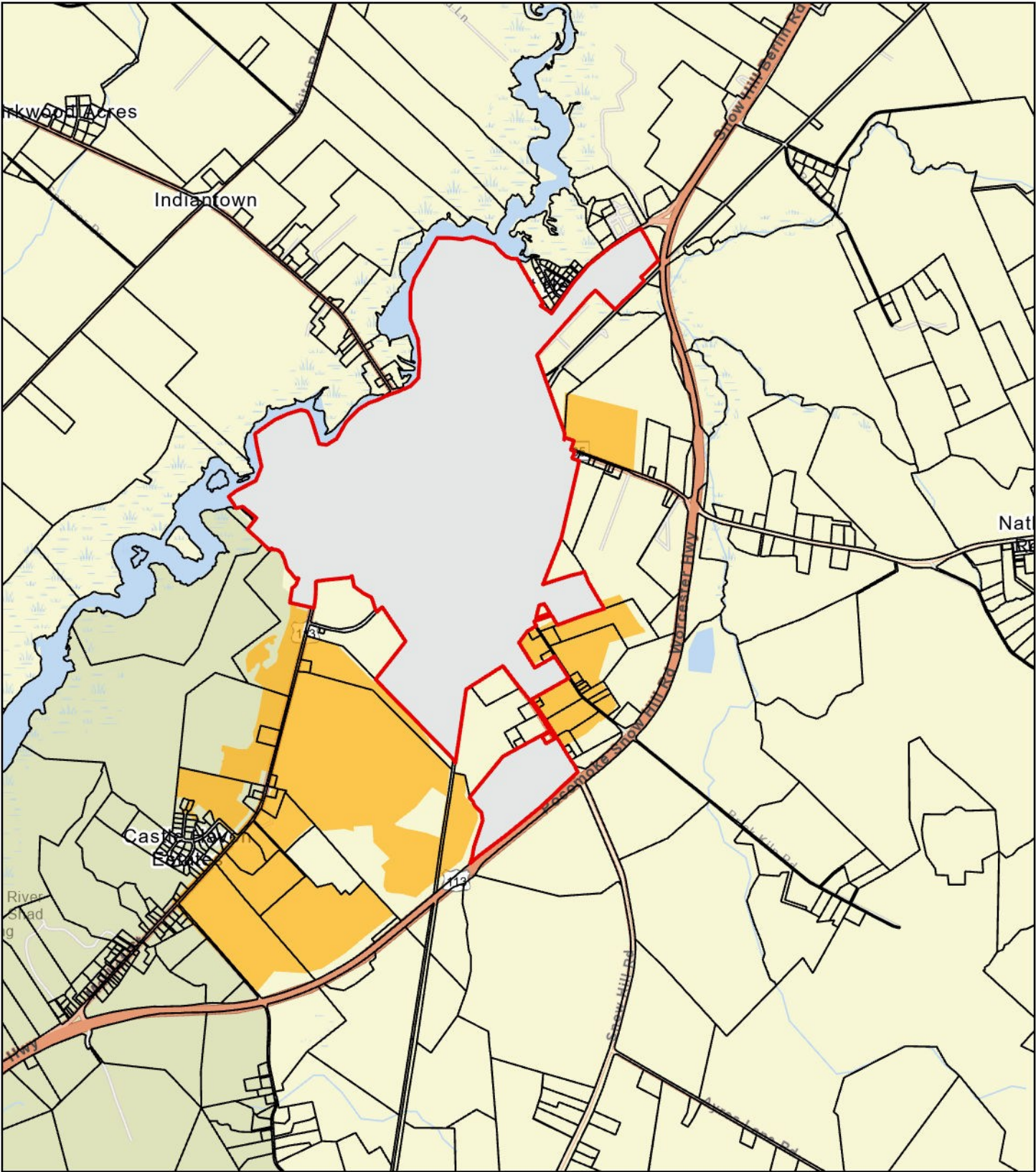
Tax Map 15



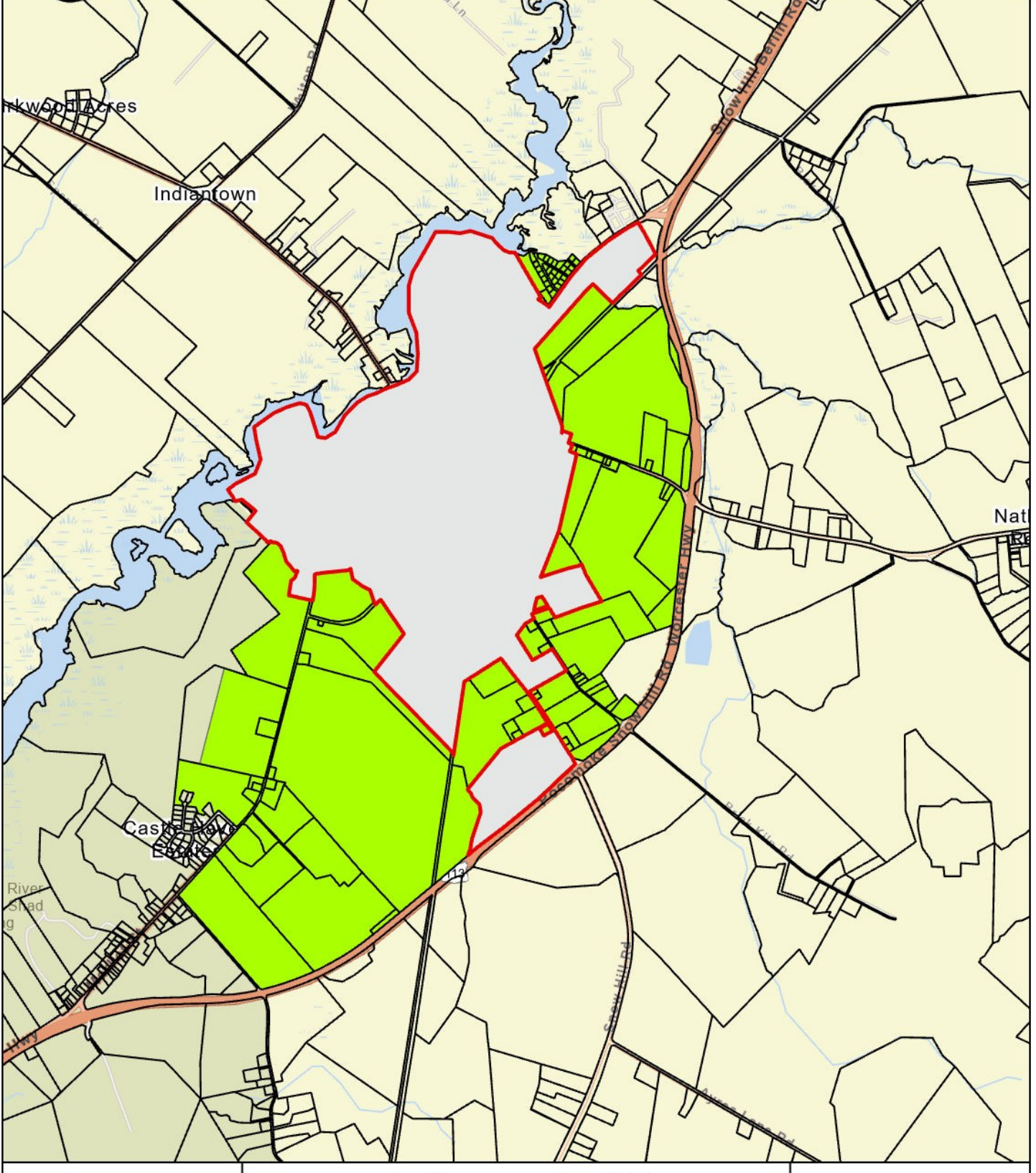
Legend Growth Area Corp Limits Parcels	Berlin 2006 Growth Areas		N 0 0.5 1 Mi 0 1 2 Km	
	Produced by Worcester County DRP Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community			2006
	Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere			



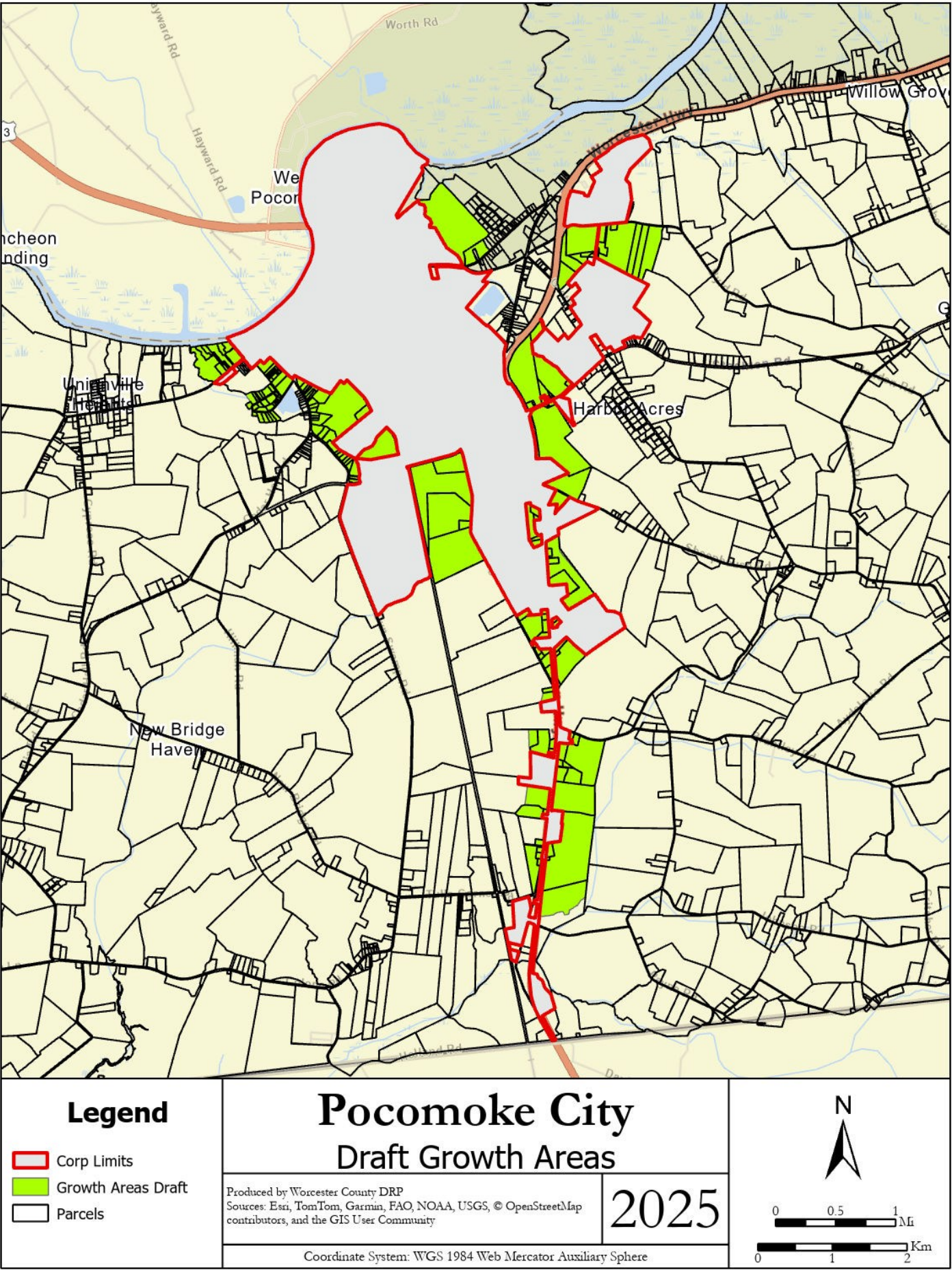
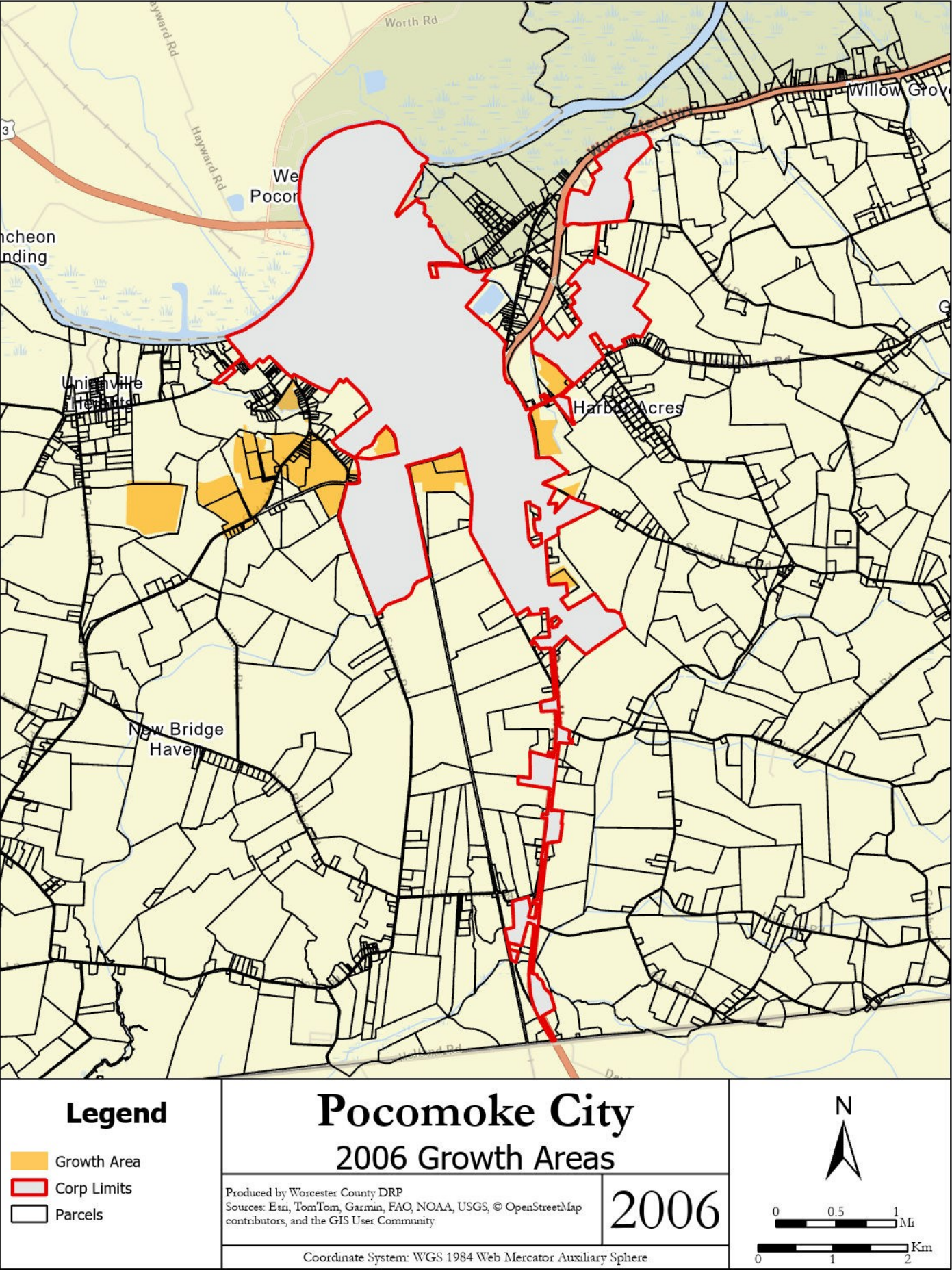
Legend Corp Limits Growth Areas Draft Parcels	Berlin Draft Growth Areas		N 0 0.38 0.75 Mi 0 0.5 1 Km	
	Produced by Worcester County DRP Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community			2025
	Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere			

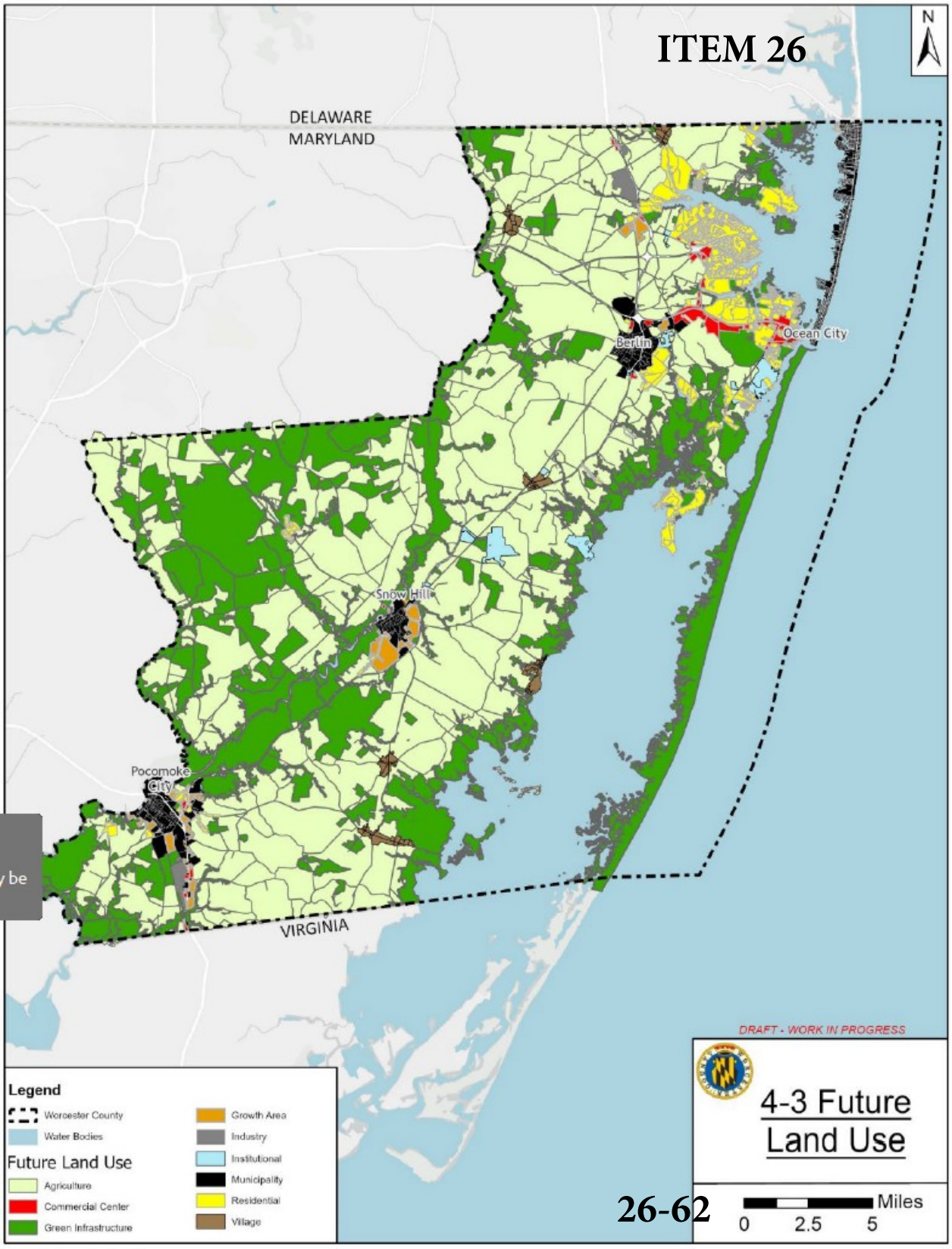


Legend Growth Area Corp Limits Parcels	Snow Hill 2006 Growth Areas		N 0 0.38 0.75 Mi 0 0.5 1 Km	
	Produced by Worcester County DRP Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community			2006
	Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere			



Legend Corp Limits Growth Areas Draft Parcels	Snow Hill Draft Growth Areas		N 0 0.38 0.75 Mi 0 0.5 1 Km	
	Produced by Worcester County DRP Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community			2025
	Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere			





Legend

Worcester County	Growth Area
Water Bodies	Industry
Future Land Use	Institutional
Agriculture	Municipality
Commercial Center	Residential
Green Infrastructure	Village



DRAFT - WORK IN PROGRESS

4-3 Future Land Use

26-62

0 2.5 5 Miles

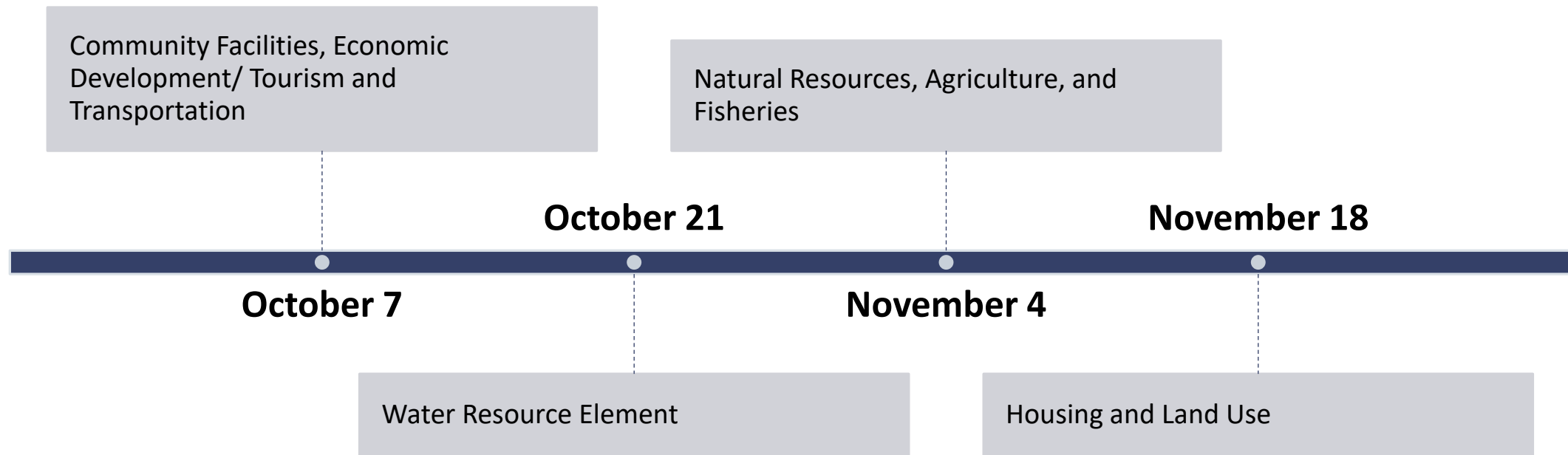


Worcester County Comprehensive Plan Update

COMMISSIONERS MEETING
NOVEMBER 18, 2025

AGENDA

- Draft Housing Element
- Draft Land Use Element
- Questions
- Review Schedule



Draft Housing Element

Housing Goals and Objectives

All Worcester County residents should be able to live in comfortable, safe, and affordable housing. The following goals, objectives, and action items have been identified to help advance the housing policy for the County:

- Support a variety of safe, quality housing choices that are affordable and accessible to households of all ages and abilities, including multi-family and mixed-use housing.
- Support the ability of residents to remain in Worcester County by maintaining a range of housing options, including affordable and workforce housing.
- Identify, evaluate, and analyze current and future housing needs and trends.
- Identify incentives for the improvement or redevelopment of housing.
- Identify substandard dwellings and develop a plan of action to improve them.
- Identify opportunities to provide equity in housing and affordable housing opportunities in the County.
- Continue to identify opportunities to provide housing to support County workforce needs.
- Take steps to affirmatively further fair housing throughout the County.
- Collaborate with local agencies to address homelessness and under-housing in the County.

Housing Components

Guiding Principles and Legislation

Fair Housing Act

Land Use Article

Recent Legislative Changes

Housing Inventory

Affordable and Workforce Housing

Housing Resources

Draft Land Use Element

Land Use Goals and Objectives

Worcester County land use goals are to maintain and improve the County's rural and coastal character, protect its natural resources and ecological functions, accommodate a planned amount of growth served by adequate public facilities, improve the compatibility of new development with the County's existing built environment, continue to support the County's thriving economy, provide for residents' safety and health, and coordinate land use-based infrastructure decision with Delaware and Sussex County to the extent possible. Specific goals and recommended actions to achieve those goals include the following:

- Continue to limit rural development to uses compatible with the County's agriculture and forestry industries.
- Plan for new development by encouraging infill within existing population centers and planned growth centers while maintaining the character of the community.
- Foster a cooperative relationship between the municipalities and the county to plan for future growth via annexations that logically expand existing neighborhoods and communities.
- Provide appropriate residential, commercial, institutional and industrial uses that balance the available land supply while minimizing the consumption of vacant land to preserve the County's rural and coastal character.
- Locate major commercial and all industrial development in areas having adequate arterial road access, while discouraging highway strip development to maintain roadway capacity, safety, and character.
- New developments should visually improve its surroundings with appropriate landscaping and design elements that reflect the county's established architectural traditions.
- Explore policies and actions that encourage redevelopment of existing residential and commercial properties.

Land Use Components



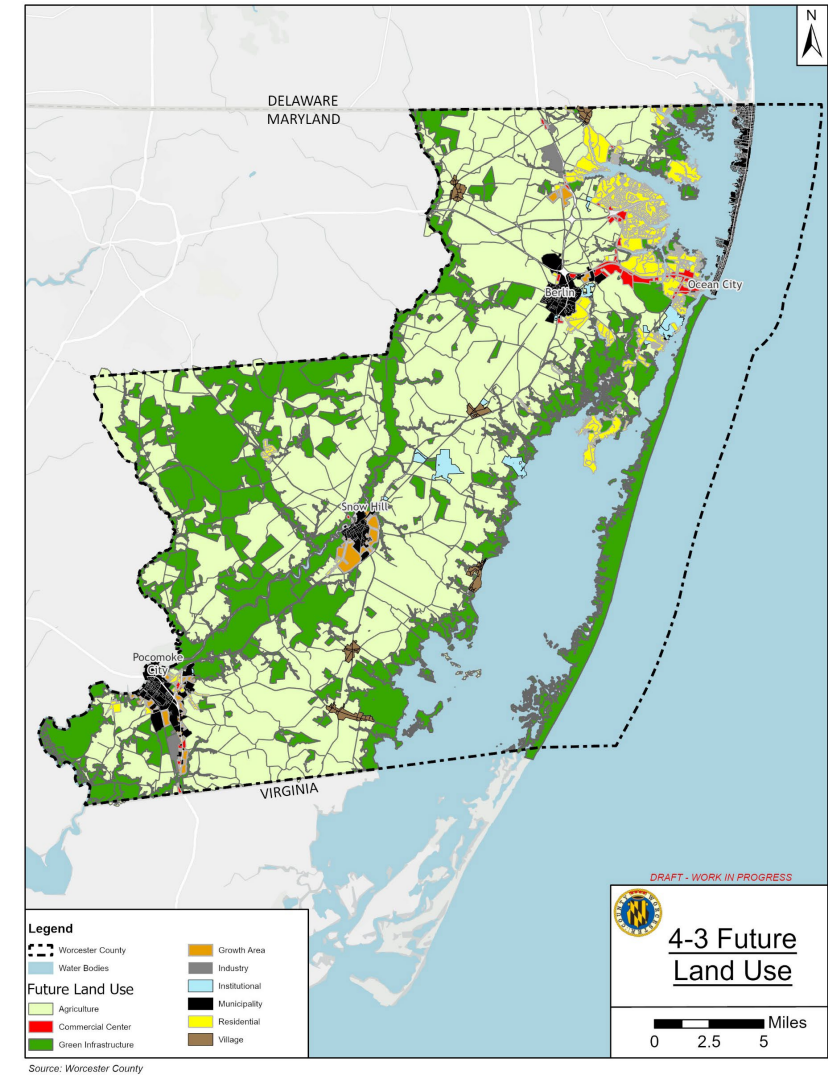
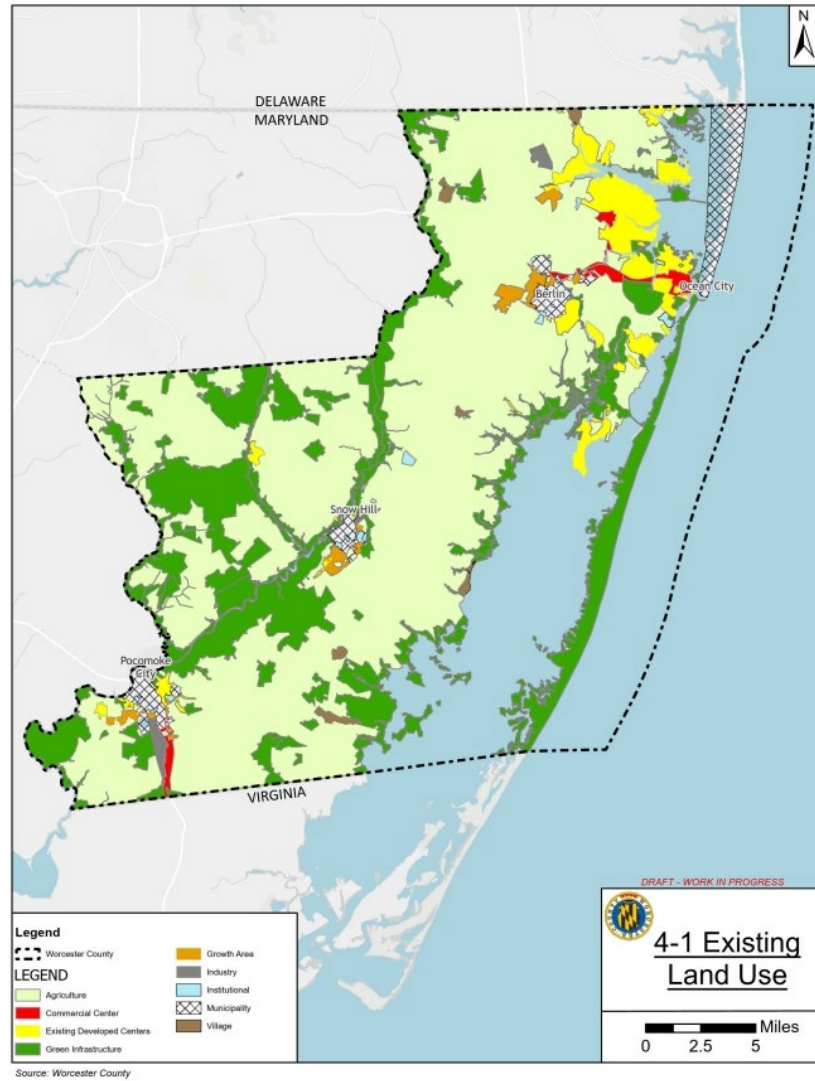
Existing Land Use



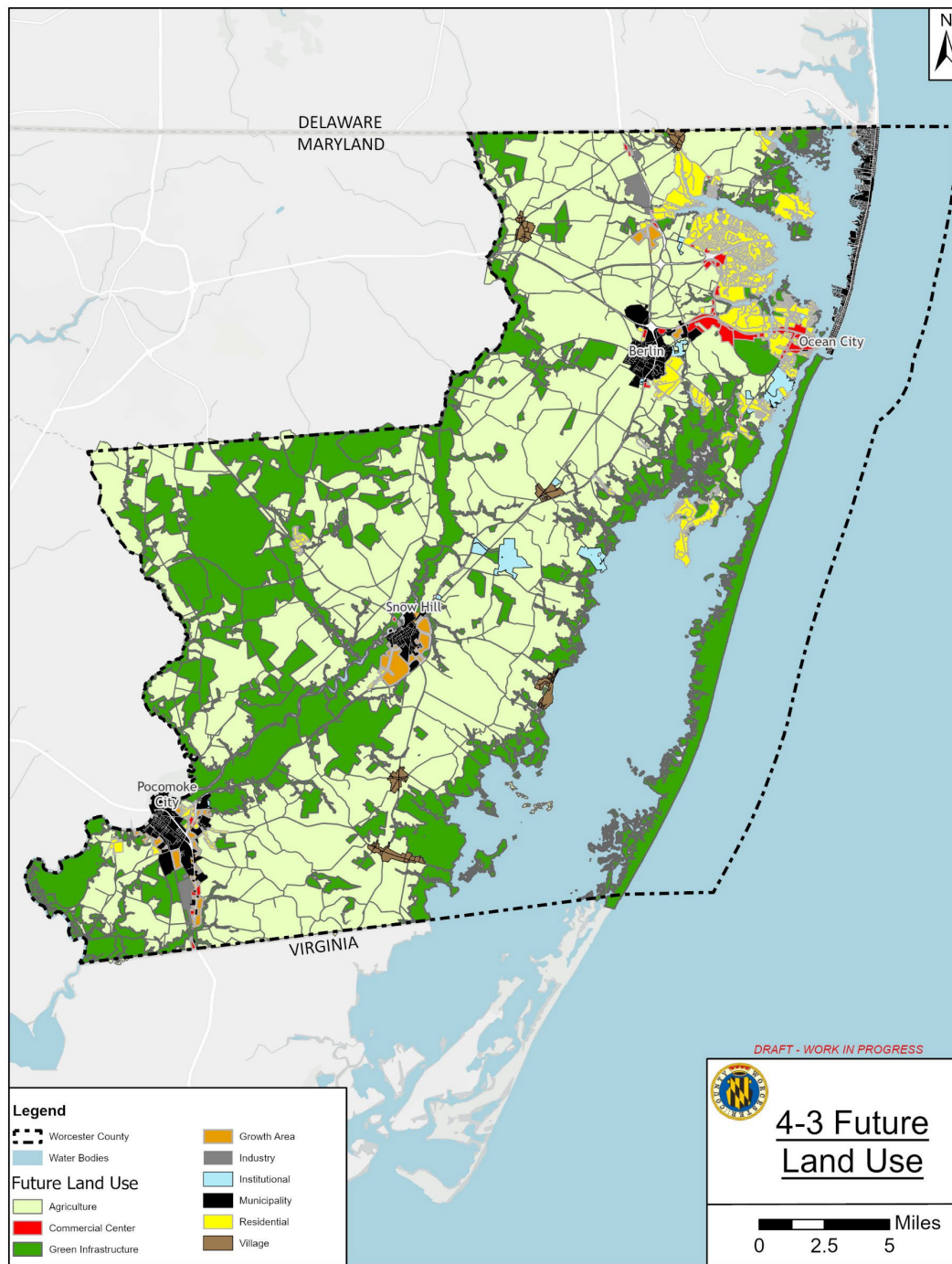
Zoning



Future Land Use



4-3: Future Land Use



Questions
