



OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS
REGULAR MEETING AGENDA

Saturday, December 17, 2022
9:00 AM, Clubhouse Meeting Room

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWQ1MWNjZTctMmY4ZS00ZDAzLTK2OTQtNTBiYmZhOGFkMjg1%40thread.v2/0?context=%7b%22Tid%22%3a%22625a6322-2b2f-40fa-94f8-d7dd44d78153%22%2c%22Oid%22%3a%225fa869f5-01ad-476a-9570-540fe1ce4736%22%7d

Call to Order – Doug Parks, President

Pledge of Allegiance

Approval of Agenda

Approval of Minutes –

November 19, 2022 – Regular Meeting

December 9, 2022 – Special Meeting

President's Remarks

OPVFD Work Group Presentation – John Viola/Ted Moroney

GM Report – John Viola

Treasurer's Report – Monica Rakowski

Public Comments –

Members wishing to make comments must state their name and address.

Capital Requests –

Finance – Document Management Software (DMS)

Public Works – 2023 Bulkhead Replacement

CPI Violations –

None

Unfinished Business –

None

New Business –

First reading of revisions to Resolution C-14 (Racquet Sports Advisory Committee) –
Colette Horn

Elections Committee Update – Rick Farr

Appointments –

Karen Baldwin – 1st Term – Environmental & Natural Assets Committee

Pam McGregor – 1st Term – Recreation & Parks Committee

Adjournment



OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS' REGULAR MEETING
Saturday, November 19, 2022
9:00 a.m., Clubhouse Meeting Room

PRESENT: Doug Parks, Rick Farr, Stuart Lakernick, Monica Rakowski, Frank Daly, Colette Horn, and Steve Jacobs.

ALSO PRESENT: John Viola (General Manager), 31 Association members, and approximately 153 attendees through Microsoft Teams.

Call to Order – Doug Parks called the meeting to order at 9:00 a.m. with the Pledge of Allegiance.

Approval of Agenda –

Mr. Parks moved to accept the agenda, Ms. Rakowski seconded, all in favor.

Approval of Minutes –

Mr. Parks moved to accept the minutes from the October 15, 2022 Regular Meeting, Dr. Horn seconded. Dr. Lakernick noted that due to Mr. Daly losing connection at the end of the meeting, as he was attending the meeting virtually, the committee appointments need to reflect the correct vote with comment that Mr. Daly was unavailable. Dr. Lakernick moved to accept the amended minutes from the October 15, 2022 Regular Meeting, Mr. Farr seconded, all in favor.

Dr. Lakernick moved to accept the minutes from the October 20, 2022 Special Meeting, Ms. Rakowski seconded, all in favor.

Dr. Lakernick moved to accept the minutes from the October 25, 2022 Special Meeting, Mr. Daly seconded, all in favor.

Dr. Horn moved to accept the minutes from the November 10, 2022 Special Meeting, Dr. Lakernick seconded, all in favor.

Announcement of Email Votes/Motions – Stuart Lakernick

Dr. Lakernick reported the unanimous email approval of extending the term of Bernie McGorry as Chair of the Strategic Planning Committee.

President's Remarks – Doug Parks

Mr. Parks read into record a statement regarding the recent events directed to the Board (attached).

Route 90 Presentation – Patti Stevens

Ms. Stevens presented a presentation on the proposed Route 90 expansion project (attached).

GM Report – John Viola (attached)

Treasurer's Report – Monica Rakowski (attached)

Public Comments –

Becky Vail – 866 Ocean Parkway
Dutch Oostveen – 12 Lord Guy Terrace
Paula Gray – 88 Windjammer Road
Betty Wildgust – 24 Watergreen Lane
Ray Obrocki – 88 Windjammer Road
Mark Thomas – 1132 Ocean Parkway
Kim Gorsuch – 6 Crossbow Trail
Steve Ransdell – 128 Boston Drive
Josette Wheatley – 36 Carriage Lane
Andie Davis – 32 Royal Oaks Drive
Doris Nowakowski – 23 Concord Lane
Jerry Leuters – 109 Bramblewood Drive
Kathy Vail – 866 Ocean Parkway

Capital Requests – None

CPI Violations – None

Unfinished Business – None

New Business –

Motion to approve partnering with the Gavin Knupp Foundation to create an annual Gavin Knupp Award – Colette Horn

Discussion: Dr. Horn noted that due to recent social media posts, it appears that Ms. Knupp has decided that she does not want to accept the offer of the annual award. Ms. Rakowski also noted that there should be no action at this time, as Ms. Knupp has stated that the award is an insult. Mr. Farr commented that due to the temperature of the community, with harassment, bully, and threats, he too cannot move forward with the award. He added that the mob type demonstrations do not belong in our community, and the community needs to come together and work together as a community. Dr. Lakernick stated that he is a supporter of Justice for Gavin, but the community needs to stand as one to move forward. Threats have been directed to the Board that the addresses and phone numbers of the Board needed to be removed from the website. Mr. Daly noted that the entire Board wants justice for Gavin, and while he is for renaming the skate park and having an annual award in Gavin's honor, with the recent events he too will not vote on anything at this time. Mr. Jacobs commented that he had a motion for renaming the skate park prepared, but he pulled the motion after the annual award was discussed with Ms. Knupp. He added that the community needs to act civilly before anything can be approved. Mr. Parks commented that the award would not have been just for members of the skate park, but for all the youth of the community,

and the award would have been driven by the Knupp Foundation. He hopes that Ms. Knupp will reconsider the award in the future but cannot move forward to approve the award or renaming of the skate park as the situation is too volatile right now.

Dr. Horn withdrew the motion and the Board unanimously consented.

Discussion of new "Vote" signs – Steve Jacobs

Discussion: The Communications Committee feels that the signs need to be redone as the dates need to be updated yearly. They suggest a contest for the design of the signs, with staff time for assistance requested. Mr. Parks forwarded the request to the General Manager, with the Communications Committee to come up with an expense estimate for the new signs.

Discussion on submitting a letter of endorsement from the Board in support of the efforts by the Worcester County Bike and Pedestrian Coalition regarding the proposed Route 90 Project – Doug Parks

Discussion: The letter will be addressed to all recipients of the project to also request items Ocean Pines would like, including a bike path access to Route 90 from Ocean Pines. Robert Rules was suspended for Ms. Stevens to speak. She is also requesting a work group be formed with a Board liaison and staff participation not just to discuss the Route 90 project but how to make the community more walkable and bikeable. She noted that November 30, 2022 is the deadline for comments on the Route 90 survey. Mr. Parks requested that the survey link and reminder deadline be placed on the website. Mr. Jacobs commented that we should be proactive on this project by determining access points and contacting County Commissioners.

Appointments –

Mr. Daly moved to accept the following appointments, Mr. Farr seconded, all in favor:

Frank Brown – Chair – Golf Committee
Amy Hasson – 1st Term – Aquatics Committee
Vivian Koroknay – 1st Term – Aquatics Committee
Thomas Ottenwaelder – 1st Term – Recreation & Parks Committee
Linda Yurche – 1st Term – Communications Committee

Adjournment – Ms. Rakowski moved to adjourn, Mr. Farr seconded, all in favor.

The meeting adjourned at 11:14 a.m.

Respectfully submitted:
Stuart Lakernick, Secretary

PRESIDENT'S REMARKS

As I am sure everyone is aware there is much attention surrounding the Gavin Knupp tragedy. One can understand the frustration given the length of time that has passed without information from the State Police regarding the details of the incident. I and many others cannot fathom or even pretend to understand what the family is going through at this time.

Over the last several months there have been posts and comments on social media to have the Board remove the Matt Ortt company as the management firm for OPA's food and beverage operations. Recently there have been a number of emails sent to the Directors with the same recommendation along with calls to boycott OPA amenities and veiled threats to the Board if no action is taken.

OPA has a business contractual relationship with MOC that involves specific obligations by both parties. At this time there is no consideration for changing that relationship or the end date of the contract. It is the obligation of the OPA Board of Directors to base any decision to do so on the business interests of Association.

Regardless of how some people feel about the matter, major decisions affecting the Association must include consideration for how the overall community will be affected, rather than a subset of the membership. I understand and respect everyone's right to voice their opinions and boycott facilities as they see fit, however, those actions in and of themselves is not the basis for an important financial decision. I respectfully ask that at this time you consider and understand our position on the matter.



OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS' SPECIAL MEETING
Friday, December 9, 2022
4:00 p.m., Board Room

PRESENT: Doug Parks, Rick Farr, Monica Rakowski, Frank Daly, Colette Horn, and Steve Jacobs. Stuart Lakernick attended virtually.

ALSO PRESENT: 6 attendees through Microsoft Teams.

Call to Order – Doug Parks called the meeting to order at 4:00 p.m. with the Pledge of Allegiance.

Approval of Agenda –

Mr. Daly moved to accept the agenda, Ms. Rakowski seconded, all in favor.

Public Comments –

None

New Business –

Motion to go into closed session for the purpose of consultation with legal counsel on legal matters; specifically pertaining to the Janasek lawsuit –

Mr. Parks moved to go into closed session, Mr. Daly seconded, all in favor.

The meeting went into closed session at 4:01 p.m.

Respectfully submitted:
Dr. Stuart Lakernick, Secretary



**OCEAN PINES ASSOCIATION, INC.
BID REQUEST FORM**

DEPARTMENT Finance DATE 12/2/22

ITEM DESCRIPTION Document Management Software (DMS)

FOR REPLACEMENT OF (if applicable) Replaces internal storage hardware

RESERVE STUDY - PAGE # _____ LINE# _____ BUDGET AMOUNT \$ \$9,448.65 (Yr1)/\$6,999.00(Yr2+)

*Res. in Proposed Budget...
Minimal Exp. Impact in FY22
b/c Prepaid .. - 8/12 in Prey*

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
Rubex/eFileCabinet https://www.efilecabinet.com/ <i>- some functionality As noted Expensive option.</i>	\$9,448.65 (Year 1) \$6,999.00 (Year 2-3)		Software functionality solid and cloud storage costs reasonable for market; AWS backend for redundancy and security - STAFF RECOMMENDED.
Docuware https://start.docuware.com/	\$86,000+ per year		Passed as storage costs far too high 10GB/\$14 per month additional * Storage cost designed for much smaller organizations
SmartVault https://www.smartvault.com/	\$4800 - \$9600 year based on number of user licenses		Less functionality in software - search functionality not as robust True cloud storage without document management indexing

DEPT. HEAD <i>SPO</i>	DATE <u>12/2/22</u>	APPROVAL <i>[Signature]</i>	DATE <u>12/2/22</u>
ACCOUNTING <i>SPO</i>	DATE <u>12/2/22</u>	GENERAL MANAGER <i>[Signature]</i>	DATE <u>12/2/22</u>
		BOARD 	DATE

*Please limit 1 item per sheet



eFileCabinet

eFileCabinet
4101 N. Thanksgiving Way
Suite 200
Lehi, UT 84043

Tel: (877) 574-5505

Quote Number: Q-19955
Name: Quote for Ocean Pines Association
Valid Until: 12/15/2022

Start Date:	12/02/2022
Contract Term:	12
Billing Term:	Annual
Billing Method:	Email
Payment Method:	ACH
Payment Term:	Net 30
Currency:	USD

Bill to
Ocean Pines Association
Keith Calabrese
239 Ocean Pkwy
Ocean Pines, Maryland
21811
United States

Sold to
Ocean Pines Association
Keith Calabrese
239 Ocean Pkwy
Ocean Pines, Maryland
21811
United States

Rubex Growth

Product Name	QTY	Period	Subscription Period	Effective Price	Total
User License	1	1	01/01/2023 - 12/31/2023	\$1,799.00	\$1,799.00
Accelerate Service Pack	1	1	01/01/2023 - 12/31/2023	\$2,449.65	\$2,449.65
Limited License	9	1	01/01/2023 - 12/31/2023	\$300.00	\$2,700.00
Additional Cloud Storage	2000	1	01/01/2023 - 12/31/2023	\$1.25	\$2,500.00
Year 1 Total					\$9,448.65

Rubex Growth

Product Name	QTY	Period	Subscription Period	Effective Price	Total
User License	-1	2	01/01/2024 - 12/31/2024	\$1,799.00	\$1,799.00
Limited License	9	2	01/01/2024 - 12/31/2024	\$300.00	\$2,700.00
Additional Cloud Storage	2000	2	01/01/2024 - 12/31/2024	\$1.25	\$2,500.00
Year 2 Total					\$6,999.00

Rubex Growth

Product Name	QTY	Period	Subscription Period	Effective Price	Total
User License	1	3	01/01/2025 - 12/31/2025	\$1,799.00	\$1,799.00
Limited License	9	3	01/01/2025 - 12/31/2025	\$300.00	\$2,700.00
Additional Cloud Storage	2000	3	01/01/2025 - 12/31/2025	\$1.25	\$2,500.00
Year 3 Total					\$6,999.00

Order Total

\$23,446.65

All applicable state and local sales tax will be calculated on your final invoice. If you are a sales tax-exempt organization, please submit your state sales exemption form to your account executive upon signing this proposal.

Please Note: Your account will be setup using the following email:

kcalabrese@oceanpines.org

It is imperative that this email address is accurate and up to date to avoid service disruptions.

If this email needs to be changed, please let me know prior to signing.

Wire Payments:

eFileCabinet, Inc.

Routing & Transit #: 021000021

Account #: 279058330

SWIFT/BIC #: CHASUS33

JP Morgan Chase & Co.

New York, New York

ACH Payments:

eFileCabinet, Inc.

Routing & Transit #: 124001545

Account #: 279058330

SWIFT/BIC #: CHASUS33

JP Morgan Chase & Co.

New York, New York

Check Payments:

eFileCabinet, Inc.

4101 N. Thanksgiving Way

Suite 200

Lehi, UT 84043

NOTICE: Payment via wire transfer must include any additional fees charged by customer bank in addition to amounts owed for product and services rendered.

Upon signature by Customer and submission to eFileCabinet, this Order Form shall become legally binding and governed through Software as a Service Agreement, which is attached below, for eFileCabinet between eFileCabinet Inc. and Customer.

Customer: Ocean Pines Association

Name

Business Title

Date

Signature

SOFTWARE AS A SERVICE AGREEMENT

THIS SOFTWARE AS A SERVICE AGREEMENT (THE “AGREEMENT”) CONSTITUTES A LEGAL CONTRACT BETWEEN YOU, THE REPRESENTATIVE WHO IS AUTHORIZED TO LEGALLY BIND A SINGLE COMPANY, ORGANIZATION, OR ENTITY (“SUBSCRIBING ORGANIZATION”) AND AUTHORIZE DESIGNATED USERS (DEFINED, BELOW AND, COLLECTIVELY, THE “CUSTOMER”) AND EFILECABINET, INC., (“EFILECABINET”) REGARDING THE USE OF THE EFILECABINET MATERIALS (DEFINED, BELOW).

PLEASE READ CAREFULLY THE FOLLOWING TERMS. BY REGISTERING FOR AND/OR ACCESSING, DOWNLOADING, INSTALLING OR USING ANY OF THE EFILECABINET MATERIALS OR BY CLICKING “I AGREE,” OR OTHERWISE AFFIRMATIVELY MANIFESTING CUSTOMER’S INTENT TO BE BOUND BY THIS AGREEMENT, CUSTOMER SIGNIFIES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THE FOLLOWING TERMS AND, IF APPLICABLE, THE ORDER (DEFINED, BELOW) THAT HAS BEEN ISSUED BY EFILECABINET TO CUSTOMER AND ANY ADDITIONAL GUIDELINES AND ANY FUTURE MODIFICATIONS AND TO THE COLLECTION AND USE OF CUSTOMER DATA AS SET FORTH HEREIN. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER AND ITS USERS: (I) ARE AUTHORIZED AND HAVE THE AUTHORITY TO BIND THE SUBSCRIBING ORGANIZATION TO THE TERMS OF THIS AGREEMENT; (II) UNDERSTAND THE TERMS OF THIS AGREEMENT; AND (III) AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF THE SUBSCRIBING ORGANIZATION. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, ACCESS OR USE ANY EFILECABINET MATERIALS.

1. Definitions. Capitalized terms shall have the meanings set forth or referred to in this Section.

1.1 “eFileCabinet Materials” means the Software and eFileCabinet Systems and any and all other information, data, documents, materials, works, and other content that are provided or used by eFileCabinet in connection with the Services or otherwise comprise or relate to the Services or eFileCabinet Systems, including any Third Party Materials contained therein, but excluding any Open-Source Components. For the avoidance of doubt, eFileCabinet Materials include all modifications and derivative works of the eFileCabinet Materials and to anything developed or delivered by or on behalf of eFileCabinet under this Agreement.

1.2 “eFileCabinet Systems” means the information technology infrastructure used by or on behalf of eFileCabinet in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by eFileCabinet or through the use of third party services.

1.3 “Intellectual Property Rights” means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets and know how, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

1.4 “Order” means the form issued by eFileCabinet that specifies the SaaS Service ordered by Customer, the associated and pricing and applicable Subscription Term.

1.5 “Services” means the SaaS Services and all other services provided by eFileCabinet to Customer under this Agreement.

1.6 “Software” means the eFileCabinet software application(s) and any third party or other software, and all new versions, updates, revisions, improvements, and modifications of the foregoing, that eFileCabinet provides remote access to and use of as part of the Services but, in any event, excluding any software components included with or embedded in the Software that are subject to an open-source copyright license agreement that conforms to a standard definition set by the Open Source Initiative (“Open-Source Components”).

1.7 “Subscription” means the specific SaaS Services identified in a Customer Order.

1.8 “Subscription Term” has the meaning set forth in Section 8.1.

1.9 “Third Party Materials” means materials and information, in any form or medium, including any other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to eFileCabinet.

2. **Provision of Services.** Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, during the Subscription Term, eFileCabinet will provide to Customer the services described in the attached Exhibit A (the “SaaS Services”). eFileCabinet reserves the right, in its sole discretion, to make any changes to the Services, eFileCabinet Materials and eFileCabinet Systems during the Subscription Term that it deems necessary or desirable. As between the Parties, eFileCabinet has and will retain sole control, at all times, over the operation, provision, maintenance, and management of the Services and eFileCabinet Materials, including the eFileCabinet Systems and selection, deployment, modification, and replacement of the Software.

3. **Access and Use of SaaS Services; Restrictions.**

3.1 Access and Use. During the Subscription Term, and subject to and conditioned upon Customer’s payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Customer may access and use the SaaS Services solely for purposes of Customer’s internal operations. Customer shall ensure its authorized employees’ (“Users”) compliance with the terms and conditions of this Agreement that apply to Customer, and Customer shall be responsible and liable for any User’s non-compliance with the terms and conditions of this Agreement that apply to Customer. The foregoing authorizations granted to Customer are non-exclusive and non-transferable.

3.2 Limitations and Restrictions. Customer shall not, and shall not permit any User or other third party to, access or use the Services or eFileCabinet Materials except as expressly permitted by this Agreement. Without limiting the foregoing, Customer shall not: (a) copy, modify, or create derivative works or improvements of the Services or eFileCabinet Materials; (b) rent, lease, sell, sublicense, assign, distribute, or transfer any Services or eFileCabinet Materials, including in connection with any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) otherwise make available any Services or eFileCabinet Materials to any User or other third party; (d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the eFileCabinet Materials, in whole or in part; (e) bypass or breach any security device or protection used by the Services or eFileCabinet Materials or access or use the Services or eFileCabinet Materials other than through the use of then valid user name, identification number, password, security key or token, PIN, or other security code used, alone or in combination, to verify an individual’s identity and authorization to access and use the SaaS Services (“Access Credentials”); (f) input, upload, transmit, or otherwise provide to or through the Services or eFileCabinet Systems any information or materials that (i) contain, transmit or activate any technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner the Services or the security, integrity, confidentiality or use of the Services (“Harmful Code”), or (ii) are unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy right or right of publicity, or racially or ethnically objectionable, or (iii) infringe upon or violate the Intellectual Property Rights of any third party; (g) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, eFileCabinet Systems, or eFileCabinet’s provision of services to any third party, in whole or in part; (h) remove, delete, alter, or obscure any copyright, trademark, patent, or other Intellectual Property Rights notices from any Services or eFileCabinet Materials; (i) access or use the Services or eFileCabinet Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable federal, state or local law, ordinance, regulation, rule, code, or other requirement of any agency or political subdivision thereof (collectively, “Law”); or (j) otherwise access or use the Services or eFileCabinet Materials beyond the scope of the rights granted under Section 3.1.

4. **Customer Obligations.**

4.1 Customer Systems and Cooperation. Customer shall at all times during the Term (a) set up, maintain, and operate in good repair all Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, (“Customer Systems”) on or through which the Services are accessed or used, and (b) provide all cooperation and assistance as eFileCabinet may reasonably request to enable eFileCabinet to exercise its rights and perform its obligations under and in connection with this Agreement. If Customer becomes aware of any actual or threatened activity prohibited by Section 3.2, Customer shall, and shall cause its Users to, immediately notify eFileCabinet of

any such actual or threatened activity, and take all reasonable and lawful measures within its respective control that are necessary to stop the activity or threatened activity and to mitigate its effects.

4.2 Customer Control and Responsibility. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and has and will retain sole responsibility for: (a) all Customer data, including its use, accuracy, quality, and reliability; (b) all information, instructions, and materials provided by or on behalf of Customer including, without limitation, any application program interfaces and any related specifications and/or documentation in connection with the Services; (c) the Customer Systems; (d) the security and use of Customer's Access Credentials; and (e) all access to and use of the Services and eFileCabinet Materials directly or indirectly by or through the Customer Systems or Customer's Access Credentials. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services.

4.3 Customer Data. Customer represents, warrants, and covenants to eFileCabinet that Customer owns or otherwise has the necessary rights and consents in and relating to all Customer information and materials (collectively, "Customer Data") and such Customer Data does not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or any privacy or other rights of any third party or violate any applicable Law. eFileCabinet will use commercially reasonable efforts to maintain the integrity of the Customer Data as further set forth in Section 4.4, but Customer acknowledges that the Services are not designed for processing any data, or other content associated with health, payment card, or similarly sensitive personal information that imposes specific data security obligations for the processing of such data and eFileCabinet has no obligation or liability for any loss, alteration, destruction, corruption or recovery of Customer Data.

4.4 Data Protection and Security. eFileCabinet will use commercially reasonable efforts to establish and maintain administrative, technical, and physical safeguards that are designed to: (i) protect the security and integrity of the eFileCabinet Systems; and (ii) guard against anticipated threats or hazards to the security and integrity of the eFileCabinet Systems. Customer is also responsible for properly configuring and using the Services and taking its own steps to maintain appropriate security, protection, and backup of Customer Data. Customer agrees to comply with all Laws applicable to the gathering, processing, storing, transmitting and dissemination of Customer Data.

5. Fees and Payment.

5.1 Fees. Customer shall pay eFileCabinet the fees set forth in the applicable Order (the "Fees") in accordance with the terms of this Section 5; provided, however, that eFileCabinet may increase the Fees upon 60 days prior written notice to Customer. All Fees for the Subscription Term are due annually in advance upon receipt of an invoice. Fees shall be payable in U.S. dollars.

5.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by applicable Law or regulatory authority on any amounts payable by Customer hereunder or the provision or receipt of the Services, other than any taxes imposed on eFileCabinet's income.

5.3 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available, Customer will be subject to a late fee of \$25.00 and interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted by Law. Additionally, in the event the payment method provided by Customer is invalid, Customer will be charged a reprocessing fee of \$25.00.

5.4 Delinquent Accounts. Failure to make full payment of the Fees applicable to the Subscription Term will result in the suspension of Customer's account and all access to the SaaS Service and any Customer Data will be denied. eFileCabinet will notify Customer via email if Customer's account is suspended. If Customer fails to make full payment of Fees and any late charges and/or interest within ninety (90) days from the payment due date, all access to the SaaS Services will be denied and all Customer Data will be permanently destroyed. eFileCabinet will have no liability to Customer for such destruction of, or denial of access to, Customer Data.

5.5 Free Trial Period. eFileCabinet may elect to offer Customer a free trial of the SaaS Service for a limited period and subject to a separate agreement. For the avoidance of doubt, the SaaS Service will terminate and Customer's access to any Customer Data stored via the SaaS Service will be disabled upon expiration of the trial period. Thereafter, Customer will have no further access to Customer Data and eFileCabinet will destroy or erase any

such Customer Data. All terms of this Agreement shall apply to Customer's use of the SaaS Service during any trial period.

6. Intellectual Property Rights; Government Rights In Technical Data and eFileCabinet Materials.

6.1 Services and eFileCabinet Materials. Nothing in this Agreement grants to Customer any right, title, or interest in or to any Intellectual Property Rights in or relating to the Services or eFileCabinet Materials, whether expressly, by implication, estoppel, or otherwise, and all such rights are reserved to eFileCabinet. eFileCabinet is and will remain the sole and exclusive owner of all right, title, and interest in and to the Services and eFileCabinet Materials, including all Intellectual Property Rights therein. Other than the right to receive the Services hereunder, eFileCabinet does not grant to Customer any rights with respect to the Services or eFileCabinet Materials.

6.2 Service Analyses. eFileCabinet may (a) compile statistical and other information related to the performance, operation, and use of the Services, and (b) use data from the eFileCabinet Systems in aggregated form for security and operations management, to create statistical analyses and for research and development purposes (a) and (b) collectively, "Service Analyses").

7. Confidentiality.

7.1 Confidential Information. In connection with this Agreement eFileCabinet may disclose or make available Confidential Information (as defined below) to Customer. "Confidential Information" means any information or data a reasonable person would conclude is of a confidential nature given the type of information disclosed and/or the facts and circumstances of such disclosure. Without limiting the foregoing, all eFileCabinet Materials are the Confidential Information of eFileCabinet

7.2 Obligations. Customer shall (a) not access or use the Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) not disclose or permit access to the Confidential Information other than to those who (i) need to know such Confidential Information for purposes exercising its rights or performance of its obligations under and in accordance with this Agreement, (ii) have been informed of the confidential nature of the Confidential Information and Customer's obligations under this Section 7, and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 7; (c) safeguard the Confidential Information using at least the degree of care it uses to protect its own similar information and in no event less than a reasonable degree of care; and (d) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Section 7.

7.3 Return of Confidential Information. Upon the expiration or termination of the applicable Subscription Term for any reason, or upon the reasonable request of eFileCabinet, all Confidential Information, together with any copies that may be authorized herein, shall be returned to the eFileCabinet or, if requested by eFileCabinet, destroyed and certified by Customer, as destroyed.

8. Term and Termination.

8.1 Subscription Term. The initial term of the Subscription commences as of the date specified in the Order ("Order Date") and, unless otherwise expressly stated in an applicable Order, will continue in effect for a period of one (1) year ("Initial Term"). Thereafter, each Subscription under any Order will renew automatically for successive periods of the same duration as the Initial Term (each a "Renewal Term" and together with the Initial Term, the "Subscription Term"), unless either Party provides written notice to the other Party of its intention not to renew at least thirty (30) days prior to the end of the then-current Subscription Term. Unless otherwise set forth in an Order, pricing during each renewal term of an Order shall be eFileCabinet's then current pricing for the applicable Subscription.

8.2 Service Suspension. eFileCabinet may suspend, terminate, or otherwise deny Customer's and/or any Users' access to or use of all or any part of the Services or eFileCabinet Materials, without incurring any resulting obligation or liability, if: (a) eFileCabinet receives a judicial or other governmental demand or order that expressly or by reasonable implication requires eFileCabinet to do so; or (b) eFileCabinet believes, in its good faith and reasonable discretion, that: (i) Customer or any User has accessed or used the SaaS Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Customer or a User has breached the provisions of Section 3.2 or 4.3; (iii) Customer or a User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; (iv) Customer fails to pay any amount when

due hereunder in accordance with Section 5; or (v) this Agreement expires or is terminated. Any such suspension shall not excuse Customer from the obligation to make payment(s) Fees due eFileCabinet.

8.3 Termination of Agreement. In addition to any other express termination right set forth elsewhere in this Agreement: (a) eFileCabinet may terminate this Agreement, effective immediately upon written notice to Customer, if Customer: (i) fails to pay any amount when due in accordance with Section 5 hereunder; or (ii) breaches any of its obligations under Section 3.2 (Limitations and Restrictions); and/or (b) either Party may terminate this Agreement, effective upon written notice to the other Party, if the other Party breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach.

8.4 Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, all rights granted to Customer hereunder will immediately terminate and eFileCabinet may disable all Customer's and its Users' access to the SaaS Services and eFileCabinet Materials. Termination or expiration shall not relieve Customer of its obligation to pay all charges payable to eFileCabinet hereunder. Upon termination or, subject to Section 5, above, Customer will have no further access to the Customer Data and all such Customer Data will be erased and permanently destroyed pursuant to the terms in section 5. Upon request, customer will have 30 days after termination to access account to download any customer data. Any right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

9. **Disclaimer.** CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICES AND EFILECABINET MATERIALS IS AT CUSTOMER'S SOLE RISK. ALL SERVICES AND EFILECABINET MATERIALS ARE PROVIDED "AS IS" AND EFILECABINET AND ITS LICENSORS AND SERVICE EFILECABINETS HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEITHER EFILECABINET NOR ITS LICENSORS OR SERVICE PROVIDERS MAKE ANY WARRANTY OF ANY KIND THAT THE SERVICES OR EFILECABINET MATERIALS, OR ANY RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S REQUIREMENTS OR THE REQUIREMENTS OF ANY OTHER PERSON, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, ACCURATE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EFILECABINET OR ANY OF ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, DAMAGE OR LOSS OF USE OF DATA, BUSINESS INTERRUPTIONS, AND LOST BUSINESS OPPORTUNITY), REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF EFILECABINET AND ITS LICENSORS AND SERVICE PROVIDERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE (REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE), EXCEED THE TOTAL FEES PAID BY CUSTOMER TO EFILECABINET UNDER THIS AGREEMENT DURING THE PRECEDING 12 MONTH PERIOD. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11. **Miscellaneous.**

11.1 Force Majeure. Except for the obligation to make payments when due, in no event will either Party be liable or responsible to the other Party, or be deemed to be in breach of this Agreement, to the extent a failure or delay is caused by any circumstances beyond such Party's reasonable control, including without limitation acts of

God, flood, fire, earthquake or explosion, war, terrorism, riot or other civil unrest, embargoes, strikes, or any action taken by a governmental authority or failure of adequate power or telecommunications.

11.2 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

11.3 Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 7, Section 3.2 or Section 4.3, would cause eFileCabinet irreparable harm for which monetary damages may not be an adequate remedy and agrees that, in the event of such breach or threatened breach, eFileCabinet will be entitled to seek equitable relief without any requirement to post a bond or other security.

11.4 Cumulative Remedies; Amendment; Waiver. Any remedy of eFileCabinet set forth in this Agreement is in addition to any other that may be available to eFileCabinet at Law, in equity, or otherwise. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11.5 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of Law, or otherwise, without eFileCabinet's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 11.5 is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

11.6 Severability. If any covenant, condition, or provision contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, each such covenant, condition, or provision shall be severed or modified to the extent necessary to make it enforceable, and each resulting covenant, condition, or provision shall remain in full force and effect.

11.7 Notices. All notices required under this Agreement have binding legal effect only if in writing (email sufficient).

11.8 Governing Law; Jurisdiction and Venue. This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah.

11.9 Entire Agreement. This Agreement and any Exhibits hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous understandings, agreements, or communications, both written and oral, with respect to such subject matter.

11.10 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

**EXHIBIT A
SAAS SERVICES**

Description of SaaS Services. The SaaS Service is comprised of an internal communication-based platform and application. For purposes of this Agreement, the Subscription(s) purchased by Customer include the following:



**OCEAN PINES ASSOCIATION, INC.
BID REQUEST FORM**

DEPARTMENT Public Works DATE December 12, 2022

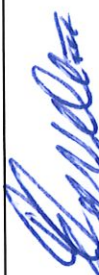


ITEM DESCRIPTION Bulkhead Replacement for 2023-2024 Fiscal Year

FOR REPLACEMENT OF (if applicable) Bulkheads

RESERVE STUDY - PAGE # _____ LINE# _____ BUDGET AMOUNT \$ 968,000.00 proposed

Bulkhead Reserve

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
Ben's Marine Construction, LLC 12251 Sinepuxent Road Berlin, MD 21811 443-497-0446	\$550.00 per linear foot x 2300 linear feet = \$1,265,000.00 ↘	+ 297,000.00	
Fisher Marine Construction 7203 Fisher Drive Chincoteague, VA 23336 757-336-5419	\$425.00 per linear foot x 2300 linear feet = \$977,500.00 ↘	+9500.00	Staff Recommended
Newport Bay Construction 64 Burr Hill Drive Ocean Pines, MD 21811 724-372-3201	\$586.00 per linear foot x 2300 linear feet = \$1,347,800.00 ↘	+379,800.00	

 DEPT. HEAD <u>Robert Lane</u> DATE <u>12/14/22</u>	 GENERAL MANAGER _____ DATE <u>12/14/22</u>
 ACCOUNTING _____ DATE _____	BOARD _____ DATE _____

*Please limit 1 item per sheet

ESTIMATE

Bens Marine Construction LLC bensmarineconstruction@gmail.com
12251 Sinepuxent Road (443) 497-0446
Berlin, MD 21811



Ocean Pines Association

Bill to	Ship to	Estimate details
Ocean Pines Association	Ocean Pines Association	Estimate no. : 1024 Estimate date : 12/14/22

Product or service Amount

1. Bulkhead 2300'	2300 units x \$550.00	\$1,265,000.00
Labor and materials to install 2300' vinyl bulkhead. Materials to be used are as follows, 10" butt x 20' pilings, 6x6 walers, ESP or CLOC 9000 14' vinyl sheeting, 1" galvanized tie rods and 3/4" galvanized bolts. Bulkhead will backfilled and graded to existing elevation.		
	Total	\$1,265,000.00

Note to customer
Thank you for your business.

PROPOSAL

Date: December 12, 2022

Fisher Marine Construction, Inc.

7203 Fisher Drive
 Chincoteague, VA 23336
 757-336-5419
 fishermarine@yahoo.com

TO: Eddie Wells
 Ocean Pines Assocs.
 #1 Fire House Lane
 Berlin, MD
 lmartin@oceanpines.org

Contact	Job	
Eddie Wells	2023-2024 Bulkhead Replacement	
Fisher Marine will furnish labor and materials to construct new vinyl bulkhead as designed by Vista Engineers. Fisher Marine will require an 10% deposit after signing of contract to secure the price.		
2,300 Lf x \$425 per ft		\$977,500.00
Less 10% deposit		\$97,750.00
Proposed Total:		\$879,750.00

Proposal Authorized by: Dean Fisher

Owner responsible for extra costs of permits and backfill (if required). Fisher Marine Construction to distribute backfill. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. **The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.**

To accept this quotation, sign here and return: _____



- Pile Driving
- Bulkheads
- Docks
- Dredging

**Thank you
 for your business!**



64 Burr Hill Dr.
 Ocean Pines, MD 21811
 info@newportbayconstruction.com
 724-372-3201

Proposal

Ocean Pines Association		Job Name	
Address		same	
239 Ocean Parkway		Job Address	
City, State Zip		same	
Ocean Pines, MD 21811		City State Zip	
Phone		Email:	
Date Submitted		Date of Plans	
12/6/22			

The following proposal is to replace approx. 2,300 linear foot of vinyl bulkhead in front of existing bulkhead

All Piles will be 10in x 20ft

All Whalers will be 6 x6

All vinyl will be 14ft C-Loc 9000

All bolts will be 3/4 Timber Bo:ts

All Tie Rods will be 1in x 15ft with Manta Rays

The linear ft price is \$586.00 per ft

All permits by others

All electrical and plumbing to existing docks by others

We hereby propose to furnish material and labor in accordance to the above specifications, for the sum of: **1,347,800** ✓

Payment to be made as follows:

\$449,266.66 due upon signing , \$449,266.67 due once 1,150ft installed, \$449,266.67 due upon completion

If Newport Bay Construction (NBC) is not paid in above terms NBC will charge 8% per month finance charge, If NBC is not paid within 30days from invoice payment date NBC may begin court collections proceedings or other proceedings to obtain payment in full including all fees, costs and finance charges associated. If NBC begins court collection proceedings or other proceedings customer will be responsible for paying account in full plus all fees and court costs associated with the collection of all dept to Newport Bay Construction

Authorized
Signature

Proposal
Valid for

15

Days

Acceptance of Proposal - The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified. Payment to be remitted as outlined above

Signature

Date
Authorized:

Signature

**RESOLUTION C-14
RACQUET SPORTS ADVISORY
COMMITTEE**

1. **Purpose.** The Racquet Sports Advisory Committee advises the Board of Directors on tennis, ~~paddle-ball~~ **paddle ball platform tennis**, and pickle ball matters and aids in promoting the successful operation of all racquet sport activities.

2. **Authority.** Article SEVENTH of the Charter and Section 10.01 of the By-Laws of the Ocean Pines Association, Inc. direct the Board of Directors to establish and appoint the members of such committees and other advisory bodies as may be necessary to, or convenient in, the Association's discharging the duties entrusted to it. Resolution C-01, Committee General Policy, provides additional authority and instructions regarding advisory committees of the Association.

3. **Functions.** In fulfilling its tasks, the Committee shall perform functions which include but are not necessarily limited to the following:

- a. advising the Board of Directors on methods of promoting interest in racquet sports;
- b. advising the Board of Directors regarding racquet sports policy and operation including recommendations for improving the racquet sports operation of the Manklin Meadows Racquet Center;
- c. advising in the development of budget proposals on programs, activities, facilities, and staff as it pertains to racquet sports activities;
- d. recommending rules and regulations including conduct and dress codes pertaining to the use of all racquet sports facilities;
- e. monitoring the condition, care, and maintenance of the racquet sports facilities and advising the Board and Racquet Sports Professional of any specific problems or concerns; and
- f. performing such functions as may from time-to-time, be directed or approved by the Board of Directors.

4. **Membership.** The Committee should have not less than three (3) or more than nine (9) members. At all times, the members of the Committee appointed by the Board of Directors should represent an equal balance from the three primary racquet sports (Tennis, ~~Paddle-Ball Platform Tennis~~, and Pickle Ball). The Chair of the Committee shall be appointed by the Board of Directors and serve for a two-year term. Every effort should be made to rotate the Chair position to represent the three primary racquet sports.

5. **Reports.** Submit annual report by October 31 of each year in the format specified in Resolution C-01.

6. **Effective Date:**

Adopted by the Board of Directors on _____

_____ President Attest _____ Secretary

Review History.

General Manager _____ Date: _____

Legal _____ Date: _____

By-laws and Resolutions Advisory Committee _____

Date: _____



OCEAN PINES ASSOCIATION, INC.

Proposed Topic for Discussion by Board of Directors

DATE: November 12, 2022

TOPIC: Election Committee Update

FOR INCLUSION IN MEETING HELD ON: December 17, 2022

SUBMITTED BY: Rick Farr

TOPIC: To receive an update from Election Committee Chair Tom Piatti regarding the status of their investigation to the voting system and their recommendation.

CONCISE STATEMENT: Consideration should be given to have Election Committee continue their current work and recommend solutions for the next election cycle.

BACKGROUND: Investigate and provide findings to the glitches in the voting scan system, tabulation of the votes from the last election, and make recommendation so this issue will not arise again and that we have accurate voting tabulation in the next election cycle and provide correct results.

**OCEAN PINES ASSOCIATION
ADVISORY COMMITTEE APPLICATION**

1. Name of Applicant: KAREN BALDWIN

2. Address: 40 DRIFTWOOD LANE

3. Email: KSLIZBALDWIN@GMAIL.COM

4. Telephone: 240-413-3328 Property Owner for 7 (years)

5. Committee in which you would like to be involved:

<input type="checkbox"/> Aquatics	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Architectural Review	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Budget & Finance	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> By-Laws & Resolutions	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Clubs	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Communications	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Elections	Re-Appointment	<input type="checkbox"/>
<input checked="" type="checkbox"/> Environment & Natural Assets	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Golf	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Marine Activities	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Racquet Sports	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Recreation & Parks	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Search	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Strategic planning	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Other _____	Re-Appointment	<input type="checkbox"/>

Potential Term: 1st 2nd 3rd ~ Term will expire: _____

6. Why do you want to be on this Committee? I WORK WITH COASTAL BAY PROGRAM AND AM CONCERNED ABOUT THE HEALTH OF OUR CANALS!

7. What knowledge/input can you offer to this Committee? KNOWLEDGE I HAVE GAINED AS AN OYSTER FARMER AND WORKING WITH MCBP.

Signature _____ Date _____

1st Endorsement from Committee Chairperson:
Comment: _____
Sharon L Santacrose _____ November 26, 2022
Signature Date

2nd Endorsement from Board Liaison to Committee:
Comment: _____
[Signature] _____ 12/2/22
Signature Date

Board Action: _____ Date: _____

President's Signature _____ Date _____

**OCEAN PINES ASSOCIATION
ADVISORY COMMITTEE APPLICATION**

1. Name of Applicant: Pam McGregor
 2. Address: 8 Harbor view Drive Ocean Pines
 3. Email: pam.mcgregor@gmail.com
 4. Telephone: 703 955 0745 Property Owner for 8 (years)
 5. Committee in which you would like to be involved:

- | | | |
|--|----------------|--------------------------|
| <input type="checkbox"/> Aquatics | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Architectural Review | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Budget & Finance | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> By-Laws & Resolutions | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Clubs | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Communications | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Elections | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Environment & Natural Assets | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Golf | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Marine Activities | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Racquet Sports | Re-Appointment | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Recreation & Parks | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Search | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Strategic planning | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Other _____ | Re-Appointment | <input type="checkbox"/> |

Potential Term: 1st 2nd 3rd ~ Term will expire: Any

6. Why do you want to be on this Committee? My husband and I are avid users of all amenities and parks that Ocean Pines has to offer. I would like to contribute to maintaining and possibly improving them.
 7. What knowledge/input can you offer to this Committee? I am a retired IT program manager. I have organizational, problem solving & communication skills. I also have time to figure things out and run things down.

Signature Pam McGregor Date 10/10/22

1st Endorsement from Committee Chairperson:
 Comment: _____
 Signature WS Bond Date 12/12/2022

2nd Endorsement from Board Liaison to Committee:
 Comment: _____
 Signature _____ Date _____

Board Action: _____ Date: _____
 _____ Date _____
 President's Signature _____ Date _____