



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

Saturday, February 18, 2023
9:00 AM, Clubhouse Meeting Room

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjRiZTJmZTYtMzg2ZC00YjBjLWlwOWQ0tNGY3OGNkMmEwYjM0%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 –

January 21, 2023 – Regular Meeting

February 7, 2023 – Special Meeting

President's Remarks

GM Report – John Viola

Treasurer's Report – Monica Rakowski

Public Comments –

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

Capital Requests –

Public Works – Swim & Racquet Pool Roof Replacement

Racquet Sports – Resurfacing of Har Tru Courts

CPI Violations –

None

Unfinished Business –

None

New Business –

Election Committee Update – Rick Farr

Licensed Contractor Registry – Colette Horn

Second reading of amending Resolution B-01 (Book of Resolutions) – Steve Jacobs

Second reading of revisions to Resolution M-08 (Association Manuals) – Steve Jacobs

Motion to establish interest rate for delinquent assessment fees – Monica Rakowski

Appointments –

John Lynch – 1st Term – Strategic Planning Committee

John Maziuk – 2nd Term – Environmental & Natural Assets Committee

Adjournment



OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS' REGULAR MEETING
Saturday, January 21, 2023
9:00 a.m., Clubhouse Meeting Room

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

ALSO PRESENT: John Viola (General Manager), 15 Association members, and approximately 18 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 –

Dr. Horn moved to accept the agenda, Dr. Lakernick seconded, all in favor.

Approval of Minutes –

Mr. Jacobs moved to accept the minutes from the November 19, 2022 Regular Meeting, Mr. Farr seconded, all in favor.

Ms. Rakowski moved to accept the minutes from the December 17, 2022 Regular Meeting, Dr. Horn seconded, all in favor.

Mr. Jacobs moved to accept the minutes from the January 16, 2023 Special Meeting, Ms. Rakowski seconded, all in favor.

President's Remarks – Doug Parks

Mr. Parks relayed his appreciation to John Viola, his team, and Budget & Finance Committee for their efforts throughout the budget process.

GM Report – John Viola (attached)

Treasurer's Report – Monica Rakowski (attached)

Public Comments –

Rebecca Ferguson – 7 Carriage Lane
Dutch Oostveen – 12 Lord Guy Terrace
Paula Gray – 88 Windjammer Road

Capital Requests – None

CPI Violations – None

Unfinished Business – None

New Business –

First reading of revisions to Resolution M-01 (Policy and Compliance Procedures for Declaration of Restrictions and ARC Guidelines Violations) – Colette Horn

Ms. Rakowski seconded, all in favor.

Discussion: Resolution to be forwarded to Bylaws & Resolution Committee to determine if appeal hearing should be closed or open and the right to appeal.

First reading of revisions to Resolution M-02 (Amenity Policies) – Colette Horn

Mr. Jacobs seconded, all in favor.

Discussion: Mr. Parks reviewed Resolution M-02 and will forward his remarks to the Board.

First reading of amending Resolution B-01 (Book of Resolutions) – Steve Jacobs

Dr. Horn seconded, all in favor.

Discussion: all agreed to unstricken sentence in redline version of Resolution.

Review of Resolution B-04 (Agenda Development for Board Meetings) – Steve Jacobs

Mr. Farr seconded, all in favor.

First reading of revisions to Resolution B-07 (Petitions) – Steve Jacobs

Dr. Horn seconded, all in favor.

Review of Resolution C-09 (Executive Advisory Committee) – Steve Jacobs

Dr. Lakernick seconded, all in favor.

First reading to amending Resolution F-03 (Financial Reserve Accounts) – Steve Jacobs

Dr. Horn seconded, all in favor.

First reading to revisions to Resolution M-05 (Animal Control) – Steve Jacobs

Dr. Horn seconded, all in favor.

Review of Resolution M-08 (Association Manuals) – Steve Jacobs

Discussion: further discussion needed on rescinding Resolution M-08.

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

Mr. Jacobs seconded, all in favor of approving Resolution C-14.

Motion for Enhanced Video Surveillance of Alcohol Serving Venues – Frank Daly

Mr. Jacobs seconded.

Discussion: Mr. Parks noted that all operations/venues should be covered based upon County, State, and Federal regulations.

A friendly amendment was made by Mr. Parks, seconded by Ms. Rakowski, to change the motion from alcohol serving venues to all venues, all in favor.

Motion for Email Dissemination to Association Members – Frank Daly

Mr. Jacobs seconded, all in favor.

Appointments –

Mr. Jacobs moved to accept the following appointments, Dr. Horn seconded, all in favor:

John Dilworth – 3rd Term & Chair – Architectural Review Committee

Susan Holt – 2nd Term – Architectural Review Committee

John Wherrity – 1st Term – Budget & Finance Committee

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

The meeting adjourned at 11:00 a.m.

Respectfully submitted:
Dr. Stuart Lakernick, Secretary



OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS' SPECIAL MEETING
Tuesday, February 7, 2023
7:00 p.m., Administration Conference Room

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

ALSO PRESENT: John Viola and 1 attendee through Microsoft Teams.

Call to Order – Doug Parks called the meeting to order at 7:00 p.m. with the Pledge of Allegiance.

Approval of Agenda –

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

Public Comments –

None

New Business –

Motion to go into closed session for the purpose of consultation with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters –

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

Dr. Horn moved to adjourn to closed session, Mr. Jacobs seconded, all in favor.
The meeting went into closed session at 7:02 p.m.

Respectfully submitted:
Dr. Stuart Lakernick, Secretary



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

DEPARTMENT Public Works DATE January 5, 2023
 ITEM DESCRIPTION Swim & Racquet Pool Clubhouse, Pool House & Gazebo (Roof Replacements)
 FOR REPLACEMENT OF (if applicable) Roof Replacements
 RESERVE STUDY - PAGE # 354 LINE# 6.03-12 BUDGET AMOUNT \$ 28,300.00

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
F.A. Taylor & Son, Inc. 130 Marvel Road Salisbury, Maryland 21801 410-749-0090	\$46,150.00	+\$17,850.00	
Arroyo Roofing 201 Chestnut Way Salisbury, MD 21804 443-859-5575	\$29,200.00 ✓	+900.00	Company has done previous roofing jobs for the Association. Staff Recommended
Peninsula Roofing 1209 N. Salisbury Blvd. Salisbury, MD 21801 410-742-6163	\$24,700.00		Gazebo not included in quote

DEPT. HEAD <u>[Signature]</u> DATE <u>2/6/23</u>	APPROVAL <u>[Signature]</u> DATE <u>2/13/23</u>
ACCOUNTING <u>[Signature]</u> DATE <u>2/6/23</u>	GENERAL MANAGER <u>[Signature]</u> DATE _____
BOARD DATE _____	

*Please limit 1 item per sheet

THE "TAYLOR-MADE" ROOF
BY
F.A. TAYLOR & SON, INC.
ROOFING, SHEET METAL & SPECIALTY CONTRACTORS

130 Marvel Road
SALISBURY, MD. 21801
410-749-0090 Fax 410-219-1163
Toll Free 800-208-ROOF (7663)

Ocean Pines Association
239 Ocean Parkway
Berlin, MD 21811
Attn: Butch Kennedy.
bkennedy@oceanpines.org

May 19, 2022
Project: Ocean Pines Pool Club
Shingles- Re-Roof

Our Firm proposes to furnish all labor, materials, tools, and equipment necessary to perform the following work:

SCOPE OF WORK

Pool Clubhouse, Pump House & Gazebo:

1. Mobilize and comply with all current OSHA requirements.
2. Remove completely all existing asphalt shingle roofing, underlayment, all associated sheet metal flashing to expose the underlying plywood roof deck.
3. Clean the plywood roof decks of all debris and inspect the plywood for defects. **All areas found to be defective will be removed and replaced with like material. This work will be completed as an EXTRA to the base contract price at the rate of \$75.00per sheet.**
4. Install GAF Weather Watch Ice and Water shield in a 3'-0" wide area along the eaves, rakes, valleys, ridge, roof penetrations and roof to wall transitions.
5. Install GAF Tiger Paw synthetic underlayment to the remaining areas of the roof deck.
6. Install new ODE aluminum drip edge to the eaves and rakes edges of the roof
7. Install GAF starter shingles at all eaves and rakes of the roof.
8. Install GAF Timberline HDZ Architectural shingles using six (6) nails per shingle in accordance with 130 mph wind warranty guidelines.
9. Install GAF Snow Country shingle-over ridge vent at the main ridge.
10. Install GAF Seal a Ridge cap shingles.

11. Install new lifetime warranty vent pipe boots.
12. Magnet-sweep the grounds daily.
13. Upon completion of our work, we will provide the owner with a **GAF Golden Pledge Warranty**. (Manufacture 100% non-prorated 40-year material and labor guarantee against manufacture defect and includes 20-year workmanship warranty)

FOR THE SUM OF:
Forty-Six Thousand, One Hundred Fifty Dollars
(\$46,150.00)

1. This pricing is firm through June 15, 2022
2. **DUE TO THE COVID PANDEMIC, NOT ALL SHINGLE COLOR SELECTIVE ARE AVAILABLE AND THERE IS A DEGREE OF PRICING VOLATILITY IN THE MARKET.**
3. **F.A. Taylor & Son will not be responsible for any damage inside the house due to construction. It is the owner responsibility to remove all pictures, chandeliers, or lights that could potentially fall during construction.**
4. **F.A. Taylor & Son will require an ample amount of space for lifts, dumpster, and material staging.**
5. **This proposal includes all 3 building's, Pool Clubhouse, Pump House & Gazebo.**

THIS PROPOSAL IS CONTINGENT UPON THE FOLLOWING CONDITIONS:

- 1.) TERMS: NEW WORK: 95% per month for all labor and material furnished the previous month due by the 15th of the month, final payment of the 5% retainage due thirty (30) days from completion of our work. RE-ROOFING AND REPAIR WORK: 30% due upon ratification of the contract, 60% due upon 50% completion of our work, Net due upon completion of our work. There is no retainage on re-roofing and repair work.
- 2.) Guarantee on roofing and sheet metal work limited to two (2) years from the date of completion of our work. In issuing any guarantee, we assume no responsibility for damage to the building or contents therein. All warranties & guarantees are predicated upon payment within our credit terms.
- 3.) We assume no responsibility for the grading of any roof deck.
- 4.) The General Contractor to furnish all scaffolding, barricades, guard rails, covers for floors, roofs, and wall openings, perimeters, runways, and stairways in accordance with OSHA Regulations.
- 5.) This proposal is limited to thirty (30) days acceptance.
- 6.) We will not be responsible for damage to the roof caused by others; Repairs to the same will become the responsibility of the General Contractor or Owner.
- 7.) Any repairs to the roof by men other than our own will void the guarantee.
- 8.) We will not assume any changes to this contract unless authorized in writing by an officer of this Company.
- 9.) Any increase in material cost, which may occur between acceptance and execution of this contract, will be passed on to the General Contractor or Owner for payment.

Respectfully Submitted,
F.A. Taylor & Son, Inc

Jimmy Bartley
Project Manager

Accepted & Agreed,

Buyer:

By:
Date:

Arroyo Roofing

INVOICE

201 Chestnut way
 Salisbury, MD 21804
 Phone: (443-859-5575

INVOICE #	DATE
1	12/4/2021

BILL TO

CUSTOMER ID	TERMS
564	Due Upon Receipt


10 Seabreeze
 Berlin ,MD

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Estimate for re roof			
Tear off all existing layers of old shingles and inspect underlayment			
Install all new synthetic paper			
Install ice and water shield in valleys and where ever else it is needed			
Install all new pipe flanges			
Install all new ODM Drip edge			
Each shingle will be installed using 6 nails per shingle hurricane "NAILED"			-
Install all new ARCHITECTURAL SHINGLES BRAND GHF TIMBERLINE			-
Labor materials and trash removal and if any rotten plywood is found it will be replased			-
3 year guarantee on labor with exception of natural disaster			-
30 year guarantee on shingles from manufacturer			-
The gazebo is included in thi: This estimate is good for 60 days from today			-
Job site clean and magnetic sweep done daily as well as Securing all materials			-

Thank you for your business!

any questions call Stephanie Arroyo 443 -859-5575

SUBTOTAL	-
\$29,200.00	-

Still good


If you have any questions about this invoice, please contact



Peninsula Roofing Company
1209 N. Salisbury Blvd.
Salisbury, Maryland 21801
(410) 742-6163

May 9, 2022

Ocean Pines Association
239 Ocean Parkway
Berlin, MD 21811
ATTN: Butch Kennedy

RE: Swim & Racquet Club

Dear Butch,

Thank you for asking us to provide pricing for your upcoming roofing needs.

We propose to furnish the necessary labor, material, and equipment to perform the following work.

1. Remove the existing roofing materials down to the sheathing.
2. Remove the 24 existing air louvers and replace with new painted aluminum units.
3. Install ice and water shield self adhering rubberized along the roof to wall junctions and around all roof penetrations.
4. Install synthetic underlayment over the remainder of the roof sheathing.
5. Install brown aluminum drip edge metal on all roof edges.
6. Install Owens Corning Duration Limited Lifetime architectural shingles.
7. Install new flashing units on the plumbing vent pipes.
8. Clean up and haul away all job generated debris.
9. The cost of this work will be \$24,700.00

The prices quoted include all labor, material, tax, clean up and associated landfill charges.

We guarantee our workmanship for the first two years and furnish the manufacturer's guarantee upon completion. Our workmanship warranty does not cover roof damages caused by storms.

We also offer financing if this is of interest to you.

Please let me know if you have any questions or if I can be of additional assistance.

Yours truly,

Laurie Nosworthy
Vice President

no gazebo



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

DEPARTMENT Racquet Sports DATE January 25, 2023

ITEM DESCRIPTION Resurfacing 8 Har Tru Tennis Courts

FOR REPLACEMENT OF (if applicable) N/A

RESERVE STUDY - PAGE # _____ LINE# _____ BUDGET AMOUNT \$ 17,000.00

FR 24

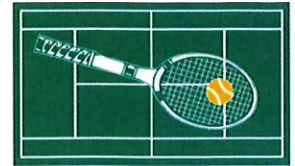
BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
Welch Tennis Courts, Inc. 4501 Old U.S. Hwy 41 S. Sun City, FL 33586 813-641-7787	\$45,800.00 sales tax: \$2,748.00 \$48,548.00	+\$31,548.00	
ATC Corp 4501 North Point Road Baltimore, MD 21222 410-477-4400	\$19,580.00	+\$2,580.00	Staff Recommended. Company has resurfaced our courts in the past. Constructed the new pickleball courts.
Keystone Sports Construction 1100 Schell Lane, Suite 104 Phoenixville, PA 19460 410-375-4481	\$22,000.00 sales tax: \$1,320.00 \$23,320.00	+\$6,320.00	

<i>[Signature]</i> DEPT. HEAD	<i>[Signature]</i> GENERAL MANAGER
<u>1/24/23</u> DATE	<u>2/13/23</u> DATE
<i>[Signature]</i> ACCOUNTING	_____ BOARD
_____ DATE	_____ DATE

*Please limit 1 item per sheet

Welch Tennis Courts, Inc.

World's Largest Builder of Fast Dry Courts



Construction - Resurfacing - Lighting - Accessories

USTA - USPTA
ASBA - TIY

FAST DRYING TENNIS COURT MAINTENANCE PROPOSAL

Welch Tennis Courts, Inc., (hereinafter referred to as the "Contractor") proposes to furnish the labor, materials, equipment, and services necessary to perform a one visit maintenance on the following: eight (8) Har-Tru Tennis Court(s) for: The Ocean Pines Racquet Center (hereinafter referred to as the "Owner") located at 11443 Manklin Creek Road, Ocean Pines, Maryland 21811. In accordance with, and subject to, the terms, conditions and specifications set forth below, the construction work is referred to in this proposal as the "Project."

1. **COURT MAINTENANCE:** The Contractor shall perform a one visit maintenance on eight (8) Har-Tru Tennis Courts, each court measuring 60 feet by 120 feet.
- a. The existing nets, line tapes and nails shall be removed. If nails require removal by hand (missing nail heads or nails do not pull out when line tape is removed) or new line tapes require pre-drilling each hole (determined if line tape nails bend during normal installation), a change order shall be issued for the additional work which shall be performed at a rate of \$75 per man-hour.
 - b. Scarify court surfaces, scrape the courts of all excess dead material, surface algae, mold, and other organic growth.
 - c. Add approximately two (2) tons of Har-Tru material to each tennis court.
 - d. Courts shall be rolled twice after the placement of the Har-Tru material. The courts may require additional rolling by the owner to obtain a firmer playing surface.
 - e. New herringbone line tapes shall be installed.
 - f. Re-install existing nets.

2. **CONTRACT PRICE:** The Contractor shall perform maintenance on the courts specified in this proposal/contract for the following contract price:

EIGHT COURT MAINTENANCE: \$45,800.00

NOTE: The Contractor makes no guarantee implied or otherwise that the amounts of Har-Tru material shown above will be sufficient to bring the courts to the recommended one (1) inch of total surface material or recommended slope.

OPTIONS

(Options listed below are priced based on the work being performed in conjunction with the work described above.)

OPTION 1: PROVIDE AND INSTALL NEW WTC 3.0 DTS PROFESSIONAL NET

Quantity _____ \$184.00/EA _____

(Initials)

OPTION 2: PROVIDE AND INSTALL NEW WTC PROFESSIONAL NET POSTS
Quantity _____ \$700.00/SET _____ (Initials)
(Price is posts replaced in existing foundation. If old net posts or old sleeves cannot be removed, the replacement net posts will be left with the customer.)

3. **PAYMENT TERMS:** A 20% scheduling deposit, which is due upon acceptance and signing of this proposal/contract, is required in order to schedule the court resurfacing. A 30% payment shall be due upon mobilization. The final 50% will be due upon completion of the entire Project. **NOTE:** Payments offered by **credit card** will incur an **additional 4% surcharge** for each transaction. Payment of Contractor's invoices is due upon receipt of the invoice by Owner. Late charges, at the rate of 1½% per month (18% per annum maximum) shall begin to accrue on any unpaid invoice balance, beginning thirty (30) days after the invoice date. Any payments based on AIA schedules will accrue interest from AIA payment due date. Welch Tennis Courts, Inc. reserves the right to stop work in the event of non-payment.

4. **ESCALATION CLAUSE:** If, between the time this agreement is prepared and the date the Project described herein is completed, there is an increase in the cost of materials, equipment, transportation or energy, the price(s) specified herein shall be adjusted by written change order modifying this agreement.

5. **BUILDING REQUIREMENTS.** The Owner shall provide access to the site for tractor-trailers and other vehicles with a weight in excess of twenty tons and provide an area adjacent to the site for storing and preparing materials. The Contractor shall exercise reasonable care in utilizing the access and storage areas but cannot be responsible for damage caused by normal construction operations (for example, damage to sod, landscaping, sprinkler lines, pavement access, etc.).

The Owner shall provide an onsite dumpster for the Contractors use during construction. In the event the Owner is unable to or would like for the Contractor to provide the dumpster, the Contractor shall coordinate the delivery of a construction dumpster for the jobsite. The costs for the dumpster, including but not limited to pick-up, delivery, monthly/weekly fees, and dump charges, shall be the responsibility of the Owner.

The Owner shall ensure the proper operation of their irrigation system prior to arrival of the Contractor. An operational irrigation system is required for all resurfacing projects.

6. **BINDING CONTRACT:** This agreement and all of its terms and conditions shall be binding upon the parties to this agreement and upon the personal representatives, executors, administrators, heirs, and successors assigns of either party.

7. **ATTORNEY'S FEES; COSTS OF COLLECTION; VENUE:** In the event that a dispute arises out of this agreement, and a civil action is brought by either party to resolve the dispute, then, in such event, the prevailing party, as determined by the Court hearing the matter, shall be entitled to recover its court costs, including reasonable attorney's fees, from the non-prevailing party. In the event that any sums invoiced by Contractor under this agreement are not paid when due, and suit is brought to enforce this agreement or to recover payment of any balance(s) due and owing by Owner under this agreement, Contractor shall be entitled to recover its costs of

collection, including reasonable attorney's fees, regardless of whether suit is brought or not. Any action to enforce this contract or any action arising from this contract (which does not include an action to enforce a construction lien under Chapter 713 of the Florida Statutes) shall be brought only in a court of competent jurisdiction in Hillsborough County, Florida.

8. TIME FOR ACCEPTANCE OF PROPOSAL: This proposal set forth herein shall be valid for only 30 days from the date of this proposal, and must be accepted within such time, unless the Contractor agrees in writing to extend the time for acceptance. Acceptance of this proposal by the Owner shall give rise to a binding and enforceable contract.

9. ENTIRE AGREEMENT/CHANGES TO AGREEMENT: This proposal, once accepted by Owner, sets forth the entire agreement between the parties, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between the parties prior to acceptance and signing of this proposal/agreement by Owner are deemed to have merged into this agreement. This agreement may *not* be modified or amended, except in writing, which is signed by all parties to this agreement. If the Owner of the property upon which the work is to be performed are husband and wife, residing together, the signature of one spouse shall be binding upon the other, and the signing owner/spouse shall be deemed to have been given the actual authority to bind upon Welch Tennis Courts, Inc. unless and until it is first counter-signed by an authorized officer of Welch Tennis Courts, Inc.

SALES REPRESENTATIVE

Jim Yingling, (717) 360-4294

ACCEPTED BY:

\$ _____
Total Contract Price (Including
Options)

_____(OWNER)

DATE: _____

Type/Print Name & Title

Accepted and Approved By:
WELCH TENNIS COURTS, INC.

George Todd, Jr., President

DATE: _____

ADDENDUM #1

This addendum shall become part of the contract documents and shall supersede any verbal or written agreements between Welch Tennis Courts, Inc. and the Owner. Modification of this addendum shall only occur by an executed change order.

Project Information Sheet

Customer Name: _____

Project Address: _____

Billing Address: _____

Primary Contact:

Accts Payable Contact:

Name: _____

Name: _____

Number: _____

Number: _____

Email Address: _____

Email Address: _____

Color Selection:	Green	Black	N/A	Other
Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fencing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabana Frames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabana Canvas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Net Posts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windscreens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____

By signing below the Owner is authorizing Welch Tennis Courts, Inc. to proceed with the selections above and that all information is accurate and true.

(Signature)

(Date)

(Print Name)

Debbie Donahue

From: Tim Fitzgerald <tim@keyssc.com>
Sent: Thursday, December 29, 2022 9:21 AM
To: Debbie Donahue
Subject: Har Tru Reconditioning - Local references

Hey Debbie,

Sorry for the multiple emails. I forgot to include the list of local references for har tru reconditioning in my last email. Please let me know if you need any direct contact information and I will be happy to provide it. Take care and talk to you soon.

Bayside Golf Resort - Selbyville, DE
Bear Trap Dunes - Ocean View, DE
DuPont Country Club - Wilmington, DE

Sincerely,

Tim Fitzgerald
Mid Atlantic Sales Manager
Email: tim@keyssc.com
Cell: (410) 375-4481
<https://keystonesportsconstruction.com>

EST. 1945

ATC

C O R P

FORMERLY AMERICAN TENNIS COURTS

December 30th, 2022

Mr. Tim McMullen
Ocean Pines Association, Inc.
239 Ocean Parkway
Ocean Pines, MD 21811

RE: Refurbishment of Eight (8) Clay Tennis Courts @ Ocean Pines (Manklin Meadows Racquet Club) - 2023

Dear Mr. McMullen:

We are pleased to submit to Ocean Pines Association, Inc. (the "Customer") the lump sum price of **\$19,580.00**, to perform the following work at the above referenced project.

- A) Water system must be turned on prior to our arrival.**
- B) Excessive leaves and other vegetation to be removed by others prior to the start of work.**
- C) Standard clay court maintenance (cleaning, patching, rolling, etc.) done prior to our arrival will allow us to access courts sooner, and increase the longevity of the finished product.**
- D) Scrape & clean eight (8) Har-Tru courts. Remove loose material, and dump onsite.
- E) Roll and compact court surface.
- F) Furnish and install two (2) tons of Har-Tru top dressing per court, as recommended by the manufacturer.
- G) Water down Har Tru top dressing to properly bond with the existing Har-Tru material.
- H) Roll and compact court surface.
- G) Furnish and install new line tape and new nails.
- H) Sweep court surface. Roll and clean lines.

NOTE: THE SPRING CLAY SCHEDULE IS FLUID, AND DEPENDENT UPON (BUT NOT LIMITED TO) WEATHER CONDITIONS, LOGISTICS, MATERIAL AVAILABILITY, AND SCOPE OF WORK. PROPOSAL GOOD FOR 30 DAYS.

CONDITIONS

Permits, if necessary, to be obtained by and paid for by others. ATC CORP. will be using heavy trucks and equipment to perform the work set forth in this proposal. Proper access to be provided by Customer, or Customer's representative. ATC CORP. is not responsible and Customer agrees to hold ATC CORP. harmless for all damage(s) incurred by mobilization through provided access, and to any unavoidable disturbance to the area adjacent to the work (or access route), unless specifically provided for in this contract. The cost to repair any unforeseen failure of the existing sub-base, base, surface or fence system that is encountered during the execution of this contract, will be charged to the Customer on a time plus materials basis. Vegetative growth on and around court area to be treated with herbicide and/or removed by others, prior to commencement of work. The cost of the removal and or treatment of such vegetative growth shall be paid for by others. Quoted price is based upon performing the proposed scope of work in a single mobilization. Any additional mobilization(s) that are required due to any negligence, oversight, or misrepresentation by the Customer (or Customer's representative) or due to events beyond the control of American Tennis Courts, Inc. shall result in an additional charge to be paid by the Customer. This additional charge will be computed, and subsequently authorized by the Customer (or Customer's representative) prior to any re-mobilization. All obstructions, e.g.: divider curtains, ball machines, ball hoppers, etc., which impedes performance of our scope of work, are to be removed by others prior to start of work. All items removed by others are to be replaced by others. Others shall pay for the cost for the removal and replacement of obstructions. Customer will be responsible for prohibiting access on courts by general public, animals, wildlife, employees, club members and others during performance of our work. Any damages resulting from persons other than employees of ATC CORP. shall be the responsibility of Customer. This proposal, when executed by the Customer, shall be a binding and enforceable contract between the Customer and ATC CORP. In the event the Customer accepts this proposal, but requires ATC CORP. to execute a separate written contract, the Customer agrees that this proposal will be incorporated by reference into and become a part of the separate written contract, and if there are any conflicts between the terms of the separate written contract and this proposal, the terms of this proposal shall prevail. ATC CORP. shall not be responsible for the unavailability of supplies/materials or for any delays or delay damages caused by said unavailability of supplies/materials when the shortage is caused by an event beyond ATC CORP. control. In the event ATC CORP. work is impacted, delayed and/or accelerated due to an event or events beyond ATC CORP. control, ATC CORP. shall be entitled to recover impact, delay and/or acceleration controversy or claim arising under, or relating to this proposal, or the breach thereof, shall be settled by arbitration if ATC CORP. in its sole discretion elects to arbitrate the controversy or claim in lieu of litigation. If ATC CORP. elects to arbitrate; Subcontractor expressly consents to arbitration in Baltimore County, Maryland, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any award rendered in any arbitration arising out of a dispute regarding the work of this proposal, shall be enforceable in the circuit court of any county in the State of Maryland. If ATC CORP. in its sole discretion elects to waive

arbitration, any controversy or claim shall be resolved by formal litigation in a court of competent jurisdiction in the State of Maryland, and the Customer consents to the personal jurisdiction of the State of Maryland. This proposal shall be construed in accordance with the laws of the State of Maryland.

PAYMENT TERMS

\$6,000.00 due upon acceptance. If Customer fails to pay ATC CORP. in accordance with the payment terms set forth in this proposal, Customer agrees that is should be responsible for reimbursing ATC CORP. the costs of collections, including but not limited to American Tennis Courts, Inc.'s reasonable attorneys' fees, pre-judgment interest in the amount of 3.0% per month, filing fees, expert fees, and if applicable, arbitration and/or mediation fees and expenses. Payment to the Customer by others shall not be a condition precedent to Customer's obligation to pay ATC CORP. it being the express understanding of the Customer that the Customer shall bear the sole risk of nonpayment by others and that the Customer's failure to obtain payment for ATC CORP. work shall in no way excuse the Customer of its obligation to pay ATC CORP. for work performed pursuant to this proposal. Customer agrees to pay ATC CORP. in full, including retainage (if applicable); within 5 days after the work set forth in this proposal has been completed.

If you have any questions, or if I can be of further service to you, now or in the future, please do not hesitate to contact me at 443-608-3256.

Very Truly Yours,

CJ Gerbes

CJ Gerbes I ATC CORP.

CUSTOMER SIGNATURE:

PRINTED NAME:

DATE:



Annual Har Tru Reconditioning

Ocean Pines Racquet Center

11443 Manklin Creek Rd
 Ocean Pines, MD 21811
 United States

Debbie Donahue

ddonahue@oceanpines.org
 410-641-7052

Reference: 20221229-091232988

Quote created: December 29, 2022

Quote expires: February 27, 2023

Quote created by: Tim Fitzgerald

Mid Atlantic Sales Manager

tim@keyssc.com

+14103754481

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Annual Har Tru Reconditioning (Includes new lines and nails)	AHT1	10	\$2,500.00	\$22,000.00
				after \$3,000.00 discount
Subtotals				
One-time subtotal				\$22,000.00
				after \$3,000.00 discount
			Total	\$22,000.00

Keystone Sports Construction is an authorized distributor / installer of Har-Tru products and materials.

Scope of Work & Purchase Terms

For the pricing listed above, paid by OWNER to KEYSTONE, KEYSTONE shall perform Annual Har Tru Reconditioning services for the courts under and in accordance with the terms described herein, this Scope of Work, and in any other applicable document agreed to in a writing signed by the parties. In accordance with the terms of the Scope of Work. For this project, the parties agree as follows:

1) Annual Har Tru Reconditioning Service

- a) Comprehensive inspection of the courts.
- b) Removal of dead material, loose granules and other debris to be disposed of on site in dumpster supplied by OWNER. If offsite disposal is required by OWNER there will be an additional charge for a roll off dumpster.
- d) Repair baselines, low spots and other worn areas. Scarify hard pan and non-porous areas where necessary.
- e) Install new Har-Tru herringbone line tape and aluminum nails.
- f) Supply and install up to 2 tons of Har Tru material per court, Har Tru material to be specified by OWNER (Hydroblend or Har-Tru Material).
- g) Compact surface with heavy duty roller, brush and water surface. Access to water to be provided by OWNER.

Note: The OWNER is required to remove existing nails from the line tape prior to the mobilization of KEYSTONE.

2) Demobilization & Post Completion:

- a) Perform site clean up
- b) Demobilization of personnel and equipment from the Project site

3) Extras

Any materials and/or services not expressly included in this Scope of Work, are not included within the Proposal price and if requested to be supplied or performed by OWNER in writing, and agreed to by KEYSTONE, shall be deemed an extra to this maintenance Proposal. Said additional materials and/or services shall be supplied and/or performed at a cost to be agreed by the parties here to in writing.

4) Exclusions: KEYSTONE has NOT INCLUDED the following items in the Scope of Work and are therefore not reflected in the contract price:

- a) Any item not included within the Scope of Work herein
- b) Bonds and/or bonding costs
- c) Permits, fees, licenses and sales and use taxes
- d) Site security

- e) Offsite disposal
- f) Removal of existing line tape and nails.

5) Special Conditions:

- a) INFORMATION AND RESPONSES: OWNER will promptly respond to all KEYSTONE reasonable requests for information, and in so doing, provide KEYSTONE with full and complete disclosure to ensure project continuity and minimize delays.
- b) ACCESS: Once the work commences, KEYSTONE is to have full, direct and easy access and right of way to the Project Site Location. OWNER is responsible to provide clear, stable, appropriate and safe access to and from the Project Site Location. A staging area will be made available by the OWNER to KEYSTONE. The staging area must be able to accommodate the parking, loading and unloading of a truck and trailer with a combined total length of 30' within reasonable proximity to the Project Site Location. KEYSTONE shall protect at all times the current condition of OWNER'S property.
- c) LIGHTING, ELECTRICITY & FACILITIES: Existing lighting (if required), use of existing permanent electrical power, facility restrooms and access are to be provided and maintained by OWNER for KEYSTONE use during its performance of the Scope of Work at the Project Site Location. All such utilities or facilities will be supplied at no cost to KEYSTONE and will not be the subject of a credit or chargeback to this maintenance Contract.

6) Payment Terms

- Draw #1 - 50% of project cost due upon signing
- Draw #2 - 50% of project cost due upon completion

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Debbie Donahue
ddonahue@oceanpines.org

Benjamin Seleznow
ben@keyssc.com

Questions? Contact me



Tim Fitzgerald
Mid Atlantic Sales Manager
tim@keyssc.com
+14103754481

Keystone Sports Construction
1100 Schell Lane
Suite 104
Phoenixville, PA 19460
US



OCEAN PINES ASSOCIATION, INC.
Proposed Topic for Discussion
by Board of Directors

DATE: February 9, 2022

TOPIC: Election Committee Update

FOR INCLUSION IN MEETING HELD ON: February 18, 2023

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, INC.

Proposed Topic for Discussion by Board of Directors

DATE: 2/10/23

TOPIC: Licensed Contractor Registry

FOR INCLUSION IN MEETING HELD ON: February 18, 2023

SUBMITTED BY: Colette Horn

TOPIC: Consideration of a fee-based Licensed Contractor Registry

CONCISE STATEMENT: Discussion of a fee-based permit for contractors to be placed on a Licensed Contractor Registry.

BACKGROUND: There has been discussion among the Compliance Permits and Inspections (CPI) representatives and Architectural Review Committee (ARC) regarding the problem of work being done in OPA by individuals who present themselves as qualified for new home construction, renovation or home improvements, installation of docks and lifts, and tree services when in fact they are not. Concern regarding this problem also has been expressed by duly licensed contractors who have been hired to correct the work that had been done incorrectly.

There are two fundamental concerns shared by CPI and ARC: (1) Ocean Pines Association (OPA), via CPI may be unknowingly issuing permits to non-compliant (i.e., illegal, non-credentialed) contractors, not meeting Maryland State and Worcester County Licensure requirements; and (2) Work is being done in a way that does not meet prescribed and nationally recognized regional codes or standards for the trades, leaving the homeowner with inferior work that needs to be corrected at their own expense, and without the assistance of the Maryland Home Improvement Commissions Guaranty Fund.

The OPA Declarations of Restriction (DRs) give authority to The Association's ARC to approve or disapprove plans for construction of and any addition/alteration to a structure based on requirements contained in the DRs and the ARC Guidelines. The ARC Guidelines specify that work be done by a licensed contractor, per Worcester County Law. It has been the practice of the ARC to apply this requirement in their review of applications for permits. However, the application itself does not require that the licensing and insurance status of the contractor or builder or any sub-contractor trades be included in the application. The DRs absolve ARC of any liability for defects in work done in accordance with any plans they approve. This leaves the burden on the property owner to protect themselves from unwarranted work by ensuring that remedying any defects will be the responsibility of the contractor or any sub-contractors they hire directly.

The proposal under discussion is the institution of a fee-based contractor permit process in which contractors wishing to be on the Licensed Contractor Registry will submit a copy of their Maryland State, applicable agencies license and their insurance certificate and pay a processing fee of \$75 the first year and \$50 for each annual renewal. The intentions of the initiation of a Contractor Permit and a Licensed Contractor Registry are (1) to streamline the process for ARC & CPI, and (2) to ensure that the permit application complies with Worcester County requirements for licensure and bonding of work. The added benefit of the Licensed Contractor Registry is to make available to interested property owners a list of contractors whose licensure and insurance status have been verified by CPI staff. The proposed Licensed Contractor Registry will contain a disclaimer about any endorsement of the work of contractors on the registry and highlight the fact that the registry only ensures that the contractors' license and insurance status have been verified. An additional proposal related to this is that the current application for a CPI Permit be revised to require that the applicant attach to the application a copy of the contractor's license and insurance certificate if they are not already on the registry. If they are on the registry, they can simply enter their Contractor Permit number. This will give the CPI Department the opportunity to capture additional contractors for the registry and expedite the process of permit approval for already-registered contractors.

OPA/CPI Proposed “Licensed Contractor Registry”

Background *ARC Guidelines, revision 2020, Introduction, page 3, establishes responsibilities of and relationship between (ECC)ARC and CPI to “address permit requests, formulate guidelines, and monitor compliance with the Declaration(s) of Restrictions and these Guidelines”.*

The introduction statement within the ARC Guidelines establishes that the BOD appointed and tasked ARC members and staff within OPA/CPI with the responsibility of reviewing applications and issuing permits for various projects within the OPA community. Projects vary within four general categories: new construction, home improvements, docks/lifts, and tree services. OPA/CPI is tasked, specifically, with issuing permit(s) and approvals for each of these respective categories. Permit and licensure is addressed within the ARC Guidelines and Permit applications are on the OPA webpage.

It should also be noted that in ARC Guidelines (Section 100: General Provisions, and Section 100.1: Purpose, paragraph B, Public Health, Safety, and Welfare) it addresses, in part, “The primary considerations” to “protect, preserve, enhance, and perpetuate maximum property values and aesthetic character consistent with health, safety, and general welfare of the owners within the community.”

It is incumbent upon OPA, ARC, and CPI to operate within the requirements of the applicable Maryland State agencies regarding required licensure and addressing permit requests, applications, and permit issuance.

Maryland essentially establishes requirements for contractor licensure and registration for the various industries mentioned below. Specific requirements can be viewed by clicking on the webpages listed.

New Home Construction

Agency: Maryland General Attorney, Registered Home Builders

<https://www.marylandattorneygeneral.gov/Pages/CPD/Homebuilder/index.aspx>

Renovation or Home Improvements

Agency: Maryland Department of Labor, Maryland Home Improvement Commission

License Categories and Requirements - Home Improvement Commission

<https://www.dllr.state.md.us/license/mhic/mhiclicreq.shtml>

What is Home Improvement? - Home Improvement Commission

<https://www.dllr.state.md.us/license/mhic/mhicwhatishi.shtml>

FAQs - Do You Need a License to Do That? - Home Improvement Commission

<https://www.dllr.state.md.us/license/mhic/mhicfaq.shtml>

Guaranty Fund FAQs - Home Improvement Commission

<https://www.dllr.state.md.us/license/mhic/mhicfaqgf.shtml#gfdef>

Dock/Lifts

Agency: **Maryland Department of the Environment, The Marine Contractors Licensing Board**

<https://mde.maryland.gov/programs/water/wetlandsandwaterways/pages/marinecontractors.aspx>

Tree Services

Agency: **Department of Natural Resources, Licensed Tree Expert**

<https://dnr.maryland.gov/forests/pages/programapps/newtreeexpert.aspx>

As exhibited, there are multiple agencies with various requirements including education, trainings, experience, and certifications. In addition, there are requirements for financial solvency, insurance liability minimums, and bonding. All are necessary to meet the credentialing requirements for licensure of such experts within their respective fields.

In summary, it would be advantageous for OPA/CPI to establish and maintain a central listing for “*properly credentialed*” contractors wishing to provide services to the OPA HOA. This list would become a “Contractor Registry” restricted to contractors who are licensed and insured as required by the applicable agencies of the State of Maryland.

Proposal (the what) *CPI will compile a “Licensed Contractor Registry.”*

OPA/CPI will compile a registry (database) of “*properly credentialed*” contractors wishing to perform work on projects requiring CPI issued permits within the OPA Community. *(“*properly credentialed*,” meeting Maryland State and Worcester County licensure requirements)

Contractors choosing to provide services requiring issuance of a CPI permit(s) would provide respective information regarding the entity and license information like that required by Worcester County (section eight, paragraph 3 of the “How to Complete a Permit Application <https://www.co.worcester.md.us/sites/default/files/How to Permit App.pdf>)

Section Eight: Owner/Applicant/Builder Information

Property Owner: Provide current property owner’s name, address, phone number and email address. All permit applications need to be signed by the property owner. Staff will request to view an acceptable form of ID (i.e. driver’s license) if owner is the applicant.

Applicant: (if different than owner) Provide name, address, phone number, relationship to owner, and acceptable form of ID.

Builder: Provide name, address, phone number, email address and license number. For residential additions or renovations, a valid Home Improvement Contractor License Number is required. For new residential home construction, a valid Home Builder Registration Number is required. Commercial contractors are required to provide their Worcester County General Contractor Number as issued by the Clerk of Court.

Properly credentialed Contractors will be assigned a "Licensed Contractor Registry" number (LCR#) that is unique to and for the exclusive use of their respective companies. These registered contractors would use this LCR# on OPA/CPI permit application. Contractors will also include their Maryland State agency issued license number on permit applications when applying for permits from CPI. This LCR# would speed the process for both CPI and the respective contractors as they will have previously provided valid copies for record of all required licenses and certificates of insurance. This registry would essentially become a quick reference of pre-validated contractors on file with OPA.

It should be noted that CURRENT ARC Guidelines, Section 200.2: Plan Review, paragraph A. and Section 200.3: Additions/Alterations to Existing Houses, paragraph A. General (requirements) states that "Contractors performing work must have a Maryland Home Improvement license, and the license number shall be included on the (permit) application." Multiple references to permits (requirement) appears in various other sections of the ARC Guidelines.

It should also be noted that OPA Tree Service permits CURRENTLY require the Contractor Name and Contractor License number be listed on the application before permit issuance.

*Terms:

"*Properly credentialed*" is defined in this document as, meeting the licensure requirements of the State of Maryland and Worcester County and a valid certificate of applicable insurance coverage.

Purpose *(the why)* "LCR," serves as a quick reference affirmation instrument for Compliance Permitting and Inspections (CPI), the HOA and its members.

This registry would serve to validate the contractors applying for Ocean Pines permits. It would also eliminate any claims of complicity and culpability on the part of OPA issuing permits to unlicensed and uninsured contractors not meeting Maryland State requirements.

Place *(the where)* CPI

This registry would essentially be a list (database) of contractors that have provided copies of their applicable credentials, including current certificates of insurance and general business information. It would include valid credentials from one of the following agencies.

- Maryland Registered Home Builder, Registration number.
- Maryland Home Improvement License (MHIC)
- Maryland Department of the Environment, The Marine Contractors License
- Department of Natural Resources Licensed Tree Expert (LTE)

Progress *(the when)* CPI issues permits on a regular basis.

CPI does not currently have resources (database) for determining "*properly credentialed*" or licensed or insured status of contractors applying for permits.

As a result, and before issuance of permits, CPI needs contractors to provide, prior to or upon application:

- A VALID AND UP-TO-DATE, Maryland Home Builders Registry NUMBER
- A VALID AND UP-TO-DATE, Maryland Home Improvement Contractors License, MHIC NUMBER
- A VALID AND UP-TO-DATE, Maryland Department of Environment, MARINE CONTRACTORS LICENSE, NUMBER
- A VALID AND UP-TO-DATE, Maryland Department of Natural Resources, Licensed Tree Expert, LTE NUMBER, OR A MD REGISTRATION NUMBER

ALL APPLICATIONS and associated paperwork MUST BE COMPLETED in full, at time of application. Incomplete applications will not result in a permit issuance. Also, contractors must have provided certificates of insurance issued to and submitted to OPA/CPI.

People (*the who*) Everyone would benefit from having a registry of compliant State Licensed contractors.

Property Owners

Ocean Pines is composed of both part-time and full-time property owners (residents), Property owners come from a variety of states other than Maryland and, subsequently, may not be familiar with Maryland State law requiring contractors to be licensed. They may also be unaware of all associated requirements regarding property owner's rights and rules.

Helpful Resource:

Don't Be an Unlicensed Contractor's Next Victim! - Home Improvement Commission
<https://www.dllr.state.md.us/license/mhic/mhicchuck.shtml>

Contractors

Contractors would benefit from having their credentials pre-submitted, pre-verified, and on record with OPA/CPI. Pre-registered Contractors would benefit by being placed in an advantageous position regarding fast permit issuance and *community familiarity and recognition*. This will **not** be an "Approved Contractor List." It will only confirm proper licensing and insurance. We need to clearly disclaim that we have done no due diligence on the quality of a contractor's work or the competency of the contractor to perform. That falls on the homeowner who wants to hire them.

OPA/CPI

CPI would benefit from having pre-validated contractors and reduce time for issuance of permits. CPI will also benefit from having official credentials detailing the contractor(s) business and contact information. Ultimately, OPA/CPI will have exercised due diligence and be operating within the frameworks required by Maryland State agencies regarding "properly credentialed" and licensed contractors.

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**RESOLUTION B-01
BOOK OF RESOLUTIONS**

WHEREAS, Section 5.14 (k) of the Bylaws of Ocean Pines Association, Inc., directs the Board of Directors to establish procedures for the adoption and publication of Board Resolutions to be included in the Book of Resolutions and make such records available for inspection by members of the Association; and

WHEREAS, Section 6.06 (c) (2) of the Bylaws of Ocean Pines Association, Inc., requires the Secretary to maintain a Book of Resolutions;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF OCEAN PINES ASSOCIATION, INC., there shall be established and maintained a Book of Resolutions which shall contain copies of principal governing policies and procedures adopted by the Board of Directors arranged in an orderly and indexed system.

1. Classification of Resolutions. Resolutions adopted by the Board of Directors shall be classified as follows:

a. **Board Resolutions (B).** Resolutions that relate to internal Board of Directors matters, how meetings of the Board and OPA members are conducted, and petitions to the Board.

b. **Committee Resolutions (C).** Resolutions that relate to how Committees and Board appointed Ad Hoc Committees conduct business.

c. **Financial and Budgetary Resolutions (F).** Resolutions that relate to financial, investment, and budgetary policies and procedures.

d. **General and Administrative Resolutions (M).** Resolutions that relate to internal policy, rules of the Association's amenities, and compliance rules and procedures related to the Governing Documents.

2. Book of Resolutions Format. The Book of Resolutions shall contain a section for each of the classifications listed in paragraph 1. Each Resolution shall contain the effective date of the Resolution and the date of the latest revision. When a Board Resolution is repealed in its entirety, the number and title of the Resolution shall remain in the index of the Book of Resolutions with the date of repeal. Resolutions no longer in effect shall be retained separately for historical and legal purposes.

3. Procedures for Introducing, Approving, and Repealing Resolutions

a. **Notice and First Reading.** A proposed Resolution, including amendment to or the repeal of an existing Resolution shall require consideration by the Board of Directors during at least two open meetings of the Board. The First Reading shall be at a regular meeting of the

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Board. First Reading submittal is not by motion. The proposal shall appear on the agenda of each meeting of the Board of Directors at which it is to be considered. Copies shall be distributed to each member of the Board of Directors and made available to OPA members with the notice of the agenda that is released to the membership before each meeting. Revisions to the proposed Resolutions may be made at the first meeting at which it is considered, or at any subsequent meeting, but the proposed Resolution cannot be adopted at the first meeting at which it is considered.

b. **Resolution Action Responsibility.** The Board member who submits a Resolution action for First Reading is responsible for providing a sufficient description of the action. If action is subsequently approved, the Board member is responsible for providing the Secretary with a final copy for signature approval.

c. The Attachment to this Resolution provides directions for resolution amendments.

d. **Adoption of Resolution Actions.** At any special or regular open meeting of the Board of Directors subsequent to the first meeting at which a proposed Resolution action has been introduced, the Board may adopt the Resolution on a Second Reading, including amendments duly proposed and voted on, provided the proposed Resolution is included in the published agenda and lot owner comments are permitted before the Resolution is acted upon. The consideration of a Resolution action may extend beyond the Second Reading meeting, if necessary.

e. **Adoption by the Board of Directors.** If a proposed Resolution or action on an existing Resolution is adopted, it shall be recorded in the Board Minutes and filed in the Book of Resolutions. The Secretary of the Association shall obtain the required signatures for an adopted Resolution action and verify that the original signed copy is filed in the Book of Resolutions.

4. **Applicability.**

a. **Duration.** Unless specified in the Resolution, Resolutions remain in effect until repealed or amended. Any Resolution due to expire shall be brought to the Board of Directors by the Secretary for consideration. If, at the meeting when the expiring Resolution is reviewed, there is a need for continuance of the action and there are no proposed amendments of a substantive nature, the Board of Directors may re-adopt the Resolution.

b. **Consistency.** The Bylaws and Resolutions Advisory Committee shall assist the Board by reviewing all new Resolutions and any amendments to existing Resolutions for consistency with the Ocean Pines Declarations of Restrictions, By-laws, Articles of Incorporation, Turnover Agreements, and applicable Maryland law.

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c. Resolution Review. The Bylaws and Resolution Advisory Committee shall establish the entity responsible for each Resolution and a schedule of due dates for a review of the Resolution purpose. If an amendment to an existing Resolution is recommended, it is the responsibility of the entity making the recommendation to prepare the documentation, including a red lined draft, for Board review.

d. Legal Review. Legal Review of proposed Resolutions or amendments thereto is not required before adoption by the Board of Directors. The By Laws and Resolutions Advisory Committee may recommend that the advice of Counsel be obtained prior to Board action on a Resolution. **When the Board seeks written legal review of any resolution or amendment thereto, counsel must affirm review by signature prior to entry of the Board approved resolution into the Book of Resolutions.**

5. Availability of Resolutions. The signed copies of Resolutions shall be the official Book of Resolutions. The Book of Resolutions shall be maintained in the Association offices and be available to any member of the Association or the duly authorized agent of such member at any reasonable time. A reasonable fee may be charged for providing copies.

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: _____

ATTACHMENT

Resolution Amendment Procedures

Purpose: The purpose of these procedures is to provide a standard and consistent method for all Ocean Pines Appointed Committees and the Board of Directors to make changes to any Resolutions within their scope of responsibility. The goal is to supplement and clarify the procedures outlined in Resolution B-01. Any questions regarding these procedures should be directed to the Chair of the By-Laws and Resolutions Advisory Committee.

1. **Application:**

- a) All Appointed Committees should review their assigned Resolution(s) at the time the Committee is preparing their annual Committee report or whenever the Committee sees the need for changes to a Resolution.
- b) All resolutions assigned to the Board of Directors or the various Departments within Ocean Pines, should be reviewed annually or whenever the need for a change is required.

2. **Origination:**

- a) When it is determined that a change is required, the Committee Chair, or responsible individual (hereafter known as the originator) should review the proposed change with the **Board Liaison** to gain any additional input regarding the proposed changes.
- b) The Committee Chair, or the originator, should then prepare a "Dated Red Line Mark Up Copy" of the existing resolution denoting the additions, deletions or changes required with the date of submission included.
- c) The Committee Chair, or the originator, should then provide a copy of the "Dated Red Line Mark Up Copy" to the **Board Liaison**.

3. **First Reading:**

- a) The **Board Liaison** should have the request for the proposed Resolution change(s) added to the Ocean Pines Board of Director's meeting agenda for the first reading.
- b) Prior to the scheduled Board meeting, the Board Liaison will provide all Board Directors with a copy of the "Dated Red Line Mark Up Copy" for their review (as defined in Resolution B-01).

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4. First Reading Results:

- a) **In the event the Board rejects the first reading**, the **Board Liaison** will advise the Committee Chair or the originator accordingly.
- b) **In the event the Resolution changes are accepted as a first reading** by the Board, the “Dated Red Line Mark Up Copy” is to be forwarded by the Board President to the Chair of the By-Laws and Resolutions Advisory Committee. **Note:** If the Board makes any changes to the Resolution at the first reading, any changes should be added to the “Dated Red Line Mark Up Copy” and include the date those changes were made.

5. By-Laws & Resolutions Advisory Committee Review:

- a) When the Chair of the By-Laws and Resolutions Advisory Committee receives the required Board notification of the first reading along with the “Dated Red Line Mark Up Copy”, the Chair will add the Resolution to the agenda under New Business for the next scheduled Committee Meeting.
- b) The By-Laws and Resolutions Advisory Committee will review the proposed changes for consistency with the OPA Declarations of Restrictions, Articles of Incorporation, Turnover Agreements, applicable Maryland law, and previously adopted Resolutions.
- c) **If no conflicts are found**, the By-Laws and Resolutions Advisory Committee Chair will return the “Dated Red Line Mark Up Copy” to the Board President, with a copy to the appropriate Committee Chair or the originator advising that the changes have been reviewed and that the Resolution is ready for the second reading.
- d) **If conflicts are found**, the By-Laws and Resolutions Advisory Committee Chair will advise the Board President, with a copy to the appropriate Committee Chair or the originator of the conflict(s) and, as appropriate, provide guidance to eliminate any conflicts.

6. Second Reading:

- a) The originating committee will apply the necessary changes to eliminate any conflicts.
- b) This is in accordance with Resolution B-01, Section 4. (c), “If an amendment to existing Resolution is recommended, it is the responsibility of the entity making the recommendation to prepare the document, including the Red Line Draft for Board Review” and providing the Secretary with a signature copy of any approved action (B-01, paragraph 3.b). The Secretary shall verify that the original signed copy is filed in the Book of Resolutions.

Resolution M-08
Association Manuals

1. **Purpose** This Resolution establishes policy for originating and maintaining manuals used by the various departments of Ocean Pines Association (Association) in the performance of the responsibilities of the departments.
2. **Policy** It is the policy of the Association that each department shall manage its operations in a manner consistent with established procedures, guidelines, and policies.
 - a. **Manual** For the purposes of this Resolution, a Manual is defined as a collection of procedures, guidelines, and policies, assembled by the Association staff. The information within a manual should have as its purpose the uniform performance of required tasks without regard to the individual who may be performing a particular task.
 - b. **Approval** Manuals shall be approved by the General Manager and by the Department Manager when content is limited to a particular department. An approval date shall be a part of the manual unless the manual consists of documents such as policy instructions or job descriptions for which individual dates are appropriate.
 - c. **Record Copy** The record copy of a manual is to be maintained within the office of the department to which it applies and the General Manager shall keep a duplicate copy. Additional copies may be made at the discretion of the Department Manager.
 - d. **Manuals in Effect** Manuals in effect are listed on Appendix A. The General Manager may change this list as necessary. **Except that only the Board may change the OPA Financial Management Policy Manual.**
 - e. **Review of Manuals** **Except for the OPA Financial Management Policy Manual,** Manuals shall be reviewed for current adequacy on a bi-annual schedule. The review is to be documented on a sheet similar to Appendix B and maintained with the signed copy of this Resolution. **The General Manager shall report to the Board on annual basis upon completion of his review of manuals for that year. The Board shall review the OPA Financial Management Policy Manual on an annual basis.** Appendices A and B are to be kept current, but may be modified by the General Manager without revising the text of this Resolution.

3. **Effective Date:**

Adopted by the Board of Directors on _____

_____ President Attest: _____ Secretary

Review History:

General Manager: _____ Date: _____

Legal: _____ Date: _____

By- Laws and Resolution Advisory Committee: _____

Date: _____

DEPARTMENT MANUALS

<u>MANUAL</u>	<u>DATE</u>	<u>RESPONSIBILITY</u>	<u>REMARKS</u>
Architectural Review Committee Guidelines	February 2010	Public Works Director	Approval by BOD is required
Employee Handbook	August 2003	Controller	
OPA Emergency Operations Plan	May 2007	Chief of Police	
OPA Financial Management Procedures Manual	April 2006	Controller	
OPA Financial Management Policy Manual	April 2006	Controller	
OPA Job Descriptions Manual		General Manager	Individual positions created or amended as required
Employee Safety Manual	Undated	General Manager	
General Manager's Policy Instructions		General Manager	Policy Instructions issued or amended as required

SAMPLE REVIEW SHEET

DEPARTMENT MANUALS

<u>MANUAL</u>	<u>GENERAL MANAGER</u>	<u>DEPARTMENT MANAGER</u>	<u>DATE</u>	<u>DATE</u>	<u>DATE</u>
Architectural Review Committee Guidelines					
Employee Handbook					
OP A Emergency Operations					
OP A Financial Management Procedures Manual					
OP A Financial Management Policy Manual					
OP A Job Description Manual					Not Applicable
Employee Safety Manual					Not Applicable
General Manager's Policy Instructions					Not Applicable

OCEAN PINES ASSOCIATION ADVISORY COMMITTEE APPLICATION

1. Name of Applicant: John Lynch

2. Address: 13 Stacy Ct, Berlin MD 21811

3. Email: jolynch57@me.com

4. Telephone: (410) 340-5932 Property Owner for 22 (years)

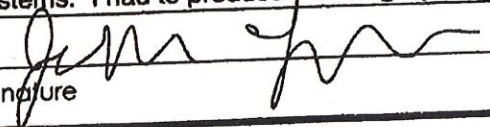
5. Committee in which you would like to be involved:

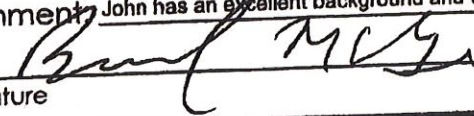
- | | | |
|--|----------------|--------------------------|
| <input type="checkbox"/> Aquatics | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Architectural Review | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Budget & Finance | Re-Appointment | <input 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 type="checkbox"/> Recreation & Parks | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Search | Re-Appointment | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Strategic planning | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Other _____ | Re-Appointment | <input type="checkbox"/> |

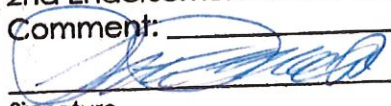
Potential Term: (1st) 2nd 3rd ~ Term will expire: 1st

6. Why do you want to be on this Committee? I would like to give back to this community . I believe future planning is very important to keep Ocean Pines a great place to live.

7. What knowledge/input can you offer to this Committee? I was an Account Mgr for Cisco Systems. I had to produce a strategic plan every year. This was a 1 year and 5 year plan.

Signature:  Date: 1/11/23

1st Endorsement from Committee Chairperson:
 Comment: John has an excellent background and will bring significant value to the Strategic Planning Advisory Committee.
 Signature:  Date: 1/24/23

2nd Endorsement from Board Liaison to Committee:
 Comment: _____
 Signature:  Date: 1/24/2023

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

**OCEAN PINES ASSOCIATION
ADVISORY COMMITTEE APPLICATION**

1. Name of Applicant: John MAZIUK
 2. Address: 25 Heron Lake Ct.
 3. Email: maziuk@mediacombb.net
 4. Telephone: 832-527-3211 Property Owner for 6 1/2 (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: Feb 1, 2023

6. Why do you want to be on this Committee? to enjoy the environmental ISSUES

7. What knowledge/input can you offer to this Committee? Chemical Engineer and consult with the USF PA and Ches. Bay SO cert.

Signature: [Signature] Date: 2/1/23

1st Endorsement from Committee Chairperson:
 Comment: John is an asset to our Committee. Pleased to Renew.
 Signature: [Signature] Date: 2/3/23

2nd Endorsement from Board Liaison to Committee:
 Comment: _____
 Signature: [Signature] Date: 2/7/23

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