

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

Wednesday, February 5, 2020 5:00 PM, Assateague Room, Community Center

Call to Order – Doug Parks, President

Pledge of Allegiance - All

Approval of Agenda – Board

Approval of Minutes

January 4, 2020 – Regular Meeting

President's Remarks – Doug Parks, President

Announcement of Email Votes/Motions – Colette Horn

2020-21 Budget Review

Drainage Report - Colby Phillips

GM Report - John Viola

Treasurer's Report-Larry Perrone

**Public Comments** 

Capital Purchases Requests –
Aquatics – Replace shingles on roof at Sports Core Pool
P/R & Marketing – Golf Clubhouse Audio System
P/R & Marketing – Yacht Club Audio System

CPI Violations-3 Lord Guy Terrace 84 Sandyhook Rd.

Unfinished Business – Second Reading – Resolution M-06 – Steve Tuttle

New Business -

Discussion - Process for Earmarking Projects for the New Capital Reserve Fund – Colette Horn

Motion - Move to approve the request by Worcester County to occupy an office at the Public Library for Treasury operations – Doug Parks Motion - Move to establish a 6% interest rate for delinquent fees for the fiscal

2020/2021 budget. – Doug Parks

#### Motion - To approve the lease agreement with Pin'eer Craft Club - Larry Perrone

#### Appointments -

John Reeves – 1st Term – Aquatics
Ellen Hench – 1st Term – Aquatics
Kim Meekins – 1st Term – Aquatics
Paul Fohner – 2nd Term – Environment & Natural Assets
John Maziuk – 1st Term – Environment & Natural Assets
Steve Cohen – Chair – Recreation & Parks
Mary Corddry – 1st Term – Recreation & Parks
John Bussard – 1st Term – Recreation & Parks
Kathi Gottesman – 1st Term – Recreation & Parks
Laura Scharle – 1st Term – Recreation & Parks

#### Adjournment



# OCEAN PINES ASSOCIATION, INC. BOARD OF DIRECTORS' REGULAR MEETING Saturday, January 4, 2020 9:00 AM Assateague Room, Community Center

PRESENT: Doug Parks, Steve Tuttle, Colette Horn, Larry Perrone, Frank Daly, Camilla Rogers and Tom Janasek.

ALSO PRESENT: John Viola, General Manager, 1 member of the press and approximately 8 Association members.

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

**Approval of Agenda** 

Ms. Horn moved to amend the Agenda by adding under New Business, Discussion on Resident's Academy and Motion to Approve Job Descriptions; Mr. Perrone added Committee Appointment for Susan Holt to the Environment & Natural Assets and Jean Higgins to the Recreation & Parks Committee. Mr. Daly seconded, all in favor.

#### Approval of Minutes

December 4, 2019 – Regular Meeting – Mr. Tuttle moved to accept, Mr. Daly seconded, all in favor.

**President's Remarks – Doug Parks –** Mr. Parks wished everyone a Happy New Year; he announced there was no dress code change for Board meetings, they will be taking the Board group picture today; we need volunteers for the Search Committee and the Strategic Planning Committee.

Announcement of Email Votes/Motions – Colette Horn - (attached)

GM Report- John Viola (see attached)

Treasurer's Report-Larry Perrone (see attached)

#### **Public Comments**

1 Association member provided comments.

Capital Purchases Requests- None

**CPI Violations- None** 

#### **Unfinished Business -**

Second Reading – Resolution M-01 – Frank Daly – Ms. Rogers seconded, all in favor. Second Reading – Resolution B-01 – Camila Rogers – Mr. Daly seconded, all in favor.

#### New Business -

First Reading – Resolution M-06 – Steve Tuttle – Mr. Janasek seconded, all in favor. Motion – Acceptance of the Architectural Review Committee Revised Guidelines – Motion: I move that the Ocean Pines Board of Directors accept the revised Architectural Guidelines as presented by the ARC Advisory Committee, dated January 2020 - Steve Tuttle - Ms. Horn offered a friendly amendment -That the Ocean Pines Board of Directors review the revised Architectural Guidelines as presented by the Architectural Review Committee (ARC), dated January 2020 and provide feedback to the liaison to ARC by January 24, 2020 who will in consultation with the OPA President and Bylaws and Resolutions Advisory Committee liaison summarize the information for review by ARC's legal counsel, Joe Moore." -Mr. Daly seconded, 5 in favor of the amendment (Parks, Tuttle, Horn, Daly and Rogers) 2 opposed (Perrone and Janasek). 5 in favor of the amended Motion (Parks, Tuttle, Horn, Daly and Rogers) 2 opposed (Perrone and Janasek). Discussion - Interactive Virtual Residents' Academy - Colette Horn Motion - To approve the following new positions: Director of Amenities and Operational Logistics and Senior Executive Assistant in accordance with Bylaws sections 5.14(d) and 9.01(b). – Colette Horn – Mr. Daly seconded, all in favor.

#### Appointments -

Larry Malone – Chair – ARC Kathy Grimes – Extended Term – Aquatics Jean Higgins – 1st Term - Environment & Natural Assets Susan Holt – 1st Term – Recreation & Parks The above nominations were approved unanimously.

At 10:56 am Mr. Daly moved to adjourn the meeting, Mr. Janasek seconded, all in favor.



DATE: 1/18/2020

### OCEAN PINES ASSOCIATION, INC. PROPOSED MOTION

TOPIC: Request to vote by email on a motion to approve spending request for golf pro shop display and counters					
FOR INCLUSION IN AFFTING UFID ON. NA					
SUBMITTED BY: Colette Horn	SECOND BY: Camila Rogers				
	U				
MOTION: To vote via email on a	motion to approve a spending re	quest for golf pro shop display			
furniture, counters, etc.					
		*			
PURPOSE AND EFFECT: to authorize	ze the ordering of the furniture an	d display elements needed for			
the new pro shop in time for it to					
		materials needed for the golf pro shop. company will be attending the PGA Golf			
Show this week in Orlando and the des					
X					
MOTION OUTCOME: PASSED: _/	^ FAILED:				
DIRECTORS IN FAVOR:	DIRECTORS OPPOSED:	DIRECTORS ABSTAINED:			
Doug Parks					
Larry Perrone					
Camila Rogers		1			
Colette Horn					
Steve Tuttle		7 - 7			
Tom Janasek		,			
Frank Daly					



DATE: 1/18/2020

### OCEAN PINES ASSOCIATION, INC. PROPOSED MOTION

FOR INCLUSION IN MEETING HELD ON: NA				
SUBMITTED BY: Colette Horn SECOND BY: Larry Perrone				
	<u>.</u>			
MOTION: to approve the bid by etc.	Bauer International for golf pro sh	op display furniture, counters,		
<b>PURPOSE AND EFFECT:</b> to authorize the new pro shop in time for it to				
BACKGROUND: The Director of Golf The bid is for the quality and configurate timely manner the vendor is able to ful time for installation prior to our project	tion of pro shop elements that are need fill the order within the time needed fo			
MOTION OUTCOME: PASSED: X FAILED:				
DIRECTORS IN FAVOR:	DIRECTORS OPPOSED:	DIRECTORS ABSTAINED:		
Larry Perrone				
Tom Janasek Frank Daly				
Doug Parks				
Camila Rogers				
Colette Horn				
SteveTutlle				

# OCEAN PINES ASSOCIATION, INC. BID REQUEST FORM

**DATE** 1/18/20 ITEM DESCRIPTION Golf Shop counter, merchandise shelves/displays, etc DEPARTMENT Golf Operations

FOR REPLACEMENT OF (if applicable) replacement of old counter, shelves, etc.

BUDGET AMOUNT \$ \$40,000 LINE# RESERVE STUDY - PAGE #\_

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
Bauer International	\$41,046	\$1,046	This company designed their pieces to fit into the new construction and size of the golf shop. All wood and high quality construction. 90 day lead time to produce Recommend this vendor.
Barr Display	\$30,000	(\$10,000)	Most of the products are pressed wood and will not last as long. They are unable to manufacture wall units and recommend just using movable displays. Will need to replace in several years. Not recommended
ProCraft by Heritage Creations	\$50-\$60,000	\$10-20,000 over	Very high quality goods and build custom but cannot guarantee everything will be ready by May 2020 Did not submit formal proposal

		APPROVAL (), (),
Op Malions	1/18/20	18 N
DEPT. HEAD	DATE	GENERAL MANAGER
	) /	in all the
	1/22/20	Sound Jana 1140
ACCOUNTING	DATE	BOARD

\*Please limit 1 item per sheet

### Bauer International Purveyors, LLC PO Box 20879 Charleston, SC 29413 242, 284, 4007

Charleston, SC 29413 843-884-4007 www.bauerinternational.com

Date	S.O. No.	7
12/6/2019	66786	
Name / Address		
OCEAN PINES GOI BERLIN, MD 21811		BHOUSE DR
Ship To		
OCEAN PINES GOI BERLIN, MD 21811 410-641-6057		BHOUSE DR

	P.O. No.	Terms	Rep	Est Ship Date	Ship V	'ia	FOB
	120619	PRO FORMA	PGA	4/1/2020	BAUE	R	PPD
Item		Description	Or	dered	Rate	Invoiced	Amount
DFC14	6' CASH WRAP			1	4,499.00	0	4,499.00
DFY551B	SLAT WALL DISPL	AY CABINET BASE		1	1,199.00	0	1,199.00
	ONLY - BACK WRA	AP	l				
DFY552	HANGBAR DISPLA	Y CABINET		6	2,749.00	0	16,494.00
	4 W/ DOORS		İ				
	2 W/O DOORS			ŀ			
DFC15	3'W SLAT WALL PA	NEL WITRIM		1	749.00	0	749.00
DFC15	6' SLAT WALL PAN	EL W/TRIM		1	1,499.00	0	1,499.00
DFC09	84"W X 16"D X 36"I	I SHOE CABINET		1	2,469.00	0	2,469.00
DFY552	24"W HANGBAR D	SPLAY CABINET	Į	2	1,199.00	0	2,398.00
DFY900	HAMPSTEAD HAT	DISPLAY		1	1,599.00	0	1,599.00
	36"W		•				
	4 STYLES WIDE X	S STYLES HIGH, OPEN					
	TOP FOR FLOPPIES	}					
DFY102L	HAMPSTEAD NEST	TING TABLE LG		1	699.00	0	699.00
DFY102M	HAMPSTEAD NEST	TING TABLE MED		2	499.00	0	998.00
DFY102S	HAMPSTEAD NEST	TING TABLE SML		1	299.00	0	299.00
DFY103	HAMPSTEAD T-ST.	AND		2	849.00	0	1,698.00
DFY112	HAMPSTEAD COL	ONIAL HANG/FOLD		2	1,599.00	0	3,198.00
DFY105	HAMPSTEAD 3 SID	ED WATERFALL		1	1,099.00	0	1,099.00
	FEXTURE						
DFY106	HAMPSTEAD ROU	ND PUTTER DISPLAY		1	399.00	0	399.00
HARDWARE	HARDWARE ALLO	WANCE		1	1,750.00	0	1,750.00
	DELIVERY & INST.	ALLATION TBD					
50% DEPOSIT RI	OURED TO INITIATE	ORDER, BALANCE DUE PR	IOR TO SHIPMI	ENT' -	Γotal		















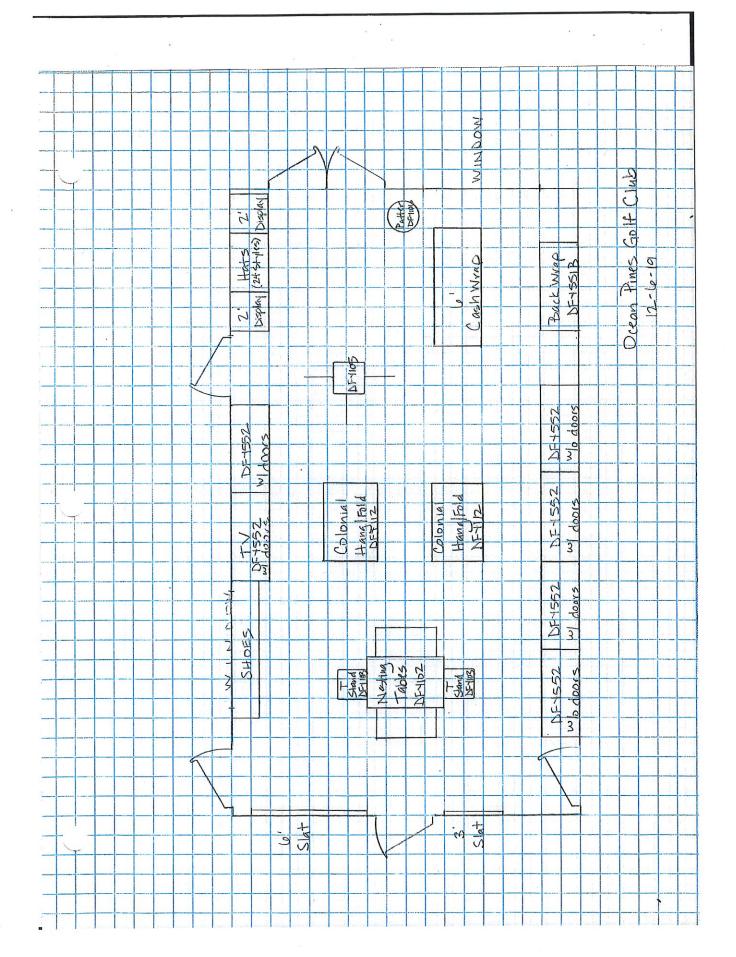














DATE: 1/15/20

# OCEAN PINES ASSOCIATION, INC. PROPOSED MOTION

TOPIC: Email Vote – Golf Non-re FOR INCLUSION IN MEETING HELD	ON: N/A	_	
SUBMITTED BY: Doug Parks	SECOND BY: _	Steve Tutt	l-e
-			
<b>MOTION:</b> Move to conduct electron-OPA residents	ctronic vote to c	iuthorize a change	e in the membership rates for
, , , , , , , , , , , , , , , , , , , ,			
PURPOSE AND EFFECT: Motion to	voto via email	is required per by-	CIVAC
FURFOSE AND EFFECT. MOTION TO	vote via emaii	is required per by-i	aws
BACKGROUND: Unanimous con	sent required to	conduct a vote vi	ia email
MOTION OUTCOME: PASSED:	FAILED:		
DIRECTORS IN FAVOR:	DIRECTORS OP	POSED:	DIRECTORS ABSTAINED:
Perrone		,	
Horn			-
Daly			
Parks Janasek			
Tuttle	N 1		
Rogers		J	



# OCEAN PINES ASSOCIATION, INC. PROPOSED MOTION

DATE: 1/15/20 TOPIC: Golf Membership for No. FOR INCLUSION IN MEETING HELI SUBMITTED BY: Tom Janasek		Hle
MOTION: To approve golf mem	berships for non-residents of 10%	above resident rates
<b>PURPOSE AND EFFECT:</b> The prop joining the Ocean Pines golf clu		solicit interest from non-residents in
	Golf Operations has recommend tentially draw in new members a	ded the proposed change as a and enhance the golf operations.
	· 7	
MOTION OUTCOME: PASSED:	FAILED:	
DIRECTORS IN FAVOR:	DIRECTORS OPPOSED:	DIRECTORS ABSTAINED:
Daly		
Janasell	/	
Horn		
Perrone		
Tutle		
Rogers	,	



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

DEPARTMENT Sports Core Pool

**DATE** 11/14/19 ITEM DESCRIPTION Replace Shingles on Roof over main lobby and bathrooms

FOR REPLACEMENT OF (if applicable) Shingles

BUDGET AMOUNT \$ \$30,000.00 #INIT RESERVE STUDY - PAGE #

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
Dave Dunn Contractors	\$16,475.00	\$13,525.00	Staff Recommended
All American Roofing	\$17,967.00	\$12, 033.00	
Winterling Contractors	\$28,989.00	\$1,011.00	

\*Please limit 1 item per sheet

#### **Dave Dunn Contractors**

PO Box 746 Salisbury, MD 21803 410.896.9066

cdunncontractors@hotmail.com

#### ADDRESS Kevin Layfield 443.397.7317

ESTIMATE # DATE 10/09/2019

#### **Estimate**

#### SHIP TO

Ocean Pines Sports Core Complex 11144 Cathell Rd. Roofing Estimate

QTY	Υ	RATE		AMOUNT
1	1 16	3,475.00		16,475.00
2	0 %	our Buga Dun	- yestion N	
	21122			

35% deposit - Balance due in full upon completion

TOTAL

\$16,475.00

### Dave Dunn Contractors PO Box 746 Salisbury MD 21803

Salisbury, MD 21803 410.896.9066

cdunncontractors@hotmail.com

ADDRESS	
Kevin Layfield 443.397.7317	

Ocean Pines Sports Core Complex
11144 Cathell Rd.
Roofing Estimate

**Estimate** 

ESTIMATE#	DATE	
	03/25/2019	

ACTIVITY	QTY	RATE	AMOUNT
Material & Labor Remove one layer asphalt shingles and vinyl siding that intersects roof lines Inspect roof sheathing and replace any that is deteriorated with material of like thickness at a rate of \$60.00 per sheet Install GAF Weather Watch ice and water shield at all eaves, rakes, valleys, and roof to wall transitions - 6" roof x 6" wall Install GAF Felt Buster synthetic underlayment and F 4.5 drip edge Install GAF Timberline HD shingles using 6 nails per shingle - 130mph wind warranty Install GAF Snow Country shingle over ridge vent Install GAF Seal A Ridge cap shingles Install 5x5 flashing at all roof to wall transitions Reinstall siding that was removed Cut joint and counter flash block walls with .032 aluminum Install lifetime warranty vent boots Clean up and remove all trash - Includes dumpster fees and Equipter Magnet the ground Provide portable toilet for our workers 2yr service agreement GAF Weather Stopper Silver Pledge Warranty - Manufacturers 100% non- prorated 40yr material and labor guarantee against manufacturer defects - Includes 10yr workmanship guarantee and GAF inspection  43 sq, 220 lf cap, 32 ridge vent, 2 vent boots, 18 ice and water  ADD: \$600.00 to upgrade warranty to Golden Pledge - Includes 20yr workmanship guarantee	1	16,475.00	16,475.00

35% deposit - Balance due in full upon completion

**TOTAL** 

\$16,475.00

Accepted Date

Accepted By



1015 Brandywine Blvd. Wilmington, DE 19809 & 12627 Quay Lane, Ocean City, MD 21842
TOLL FREE 1-877-ROOFPRO (766-3776) DE (302) 334-3000
MD (410-) 213-1919 PA (215) 519-9549 FAX (302) 475-2968
Vlad@roofers.org WWW.ROOFERS.ORG

# EDDIE WELLS 11144 CATHELL RD OCEAN PINES, MD 21811

#### PROPOSAL/CONTRACT

Date 11/05/2019

Phone	443-397-7317
Phone	
Email	ewells@oceanpines.org
Project	NEW ROOF (BATHHOUSE)

DESCRIPTION	TOTAL
ALL AMERICAN ROOFING, A GAF MASTER ELITE CERTIFIED CONTRACTOR WILL REMOVE ALL ROOFING	
MATERIALS DOWN TO BARE PLYWOOD INSPECT ALL ROOF SHEATHING AND REPLACE ALL DETERIORATED OR	\$18,467.00
DELAMINATED LUMBER @\$58.00 PER SHEET	-\$500.00
SELF PROPELLER DUMPSTER WILL BE USED ON SITE	COUPON
PURCHASE & INSTALL DRIP EDGE AROUND PERIMETER. (WHITE)	\$17,967.00
PURCHASE & INSTALL GAFICE & WEATHER RUBBER BASED BARRIER IN ALL VALLEYS, BOTTOM 3' OF ROOF EDGE	\$17,507.00
(GUTTER AREA), PIPE COLLARS	
PURCHASE AND INSTALL ALL NEW UNDERLAYMENT DECK ARMOR (The best on market) TO ENTIRE ROOF	
SURFACE WHERE ICE AND WEATHER IS NOT USED.	
PURCHASE AND INSTALL GAF PRO STARTER STRIP TO ALL ROOF EDGES.	
PURCHASE AND INSTALL ALL NEW ALUMINUM PIPE COLLARS	
PURCHASE AND INSTALL GAF HIGH DEFINITION TIMBERLINE DIMENSIONAL SHINGLES SIX NAILS PER SHINGLE	
IN WEATHERED WOOD CHOICE OF COLOR. (STAIN GUARD APPLIED)	-
PURCHASE AND INSTAL RIDGE VENTILATION SYSTEM GAF SNOW COUNTRY. RIDGE VENT WILL BE HAND NAILED	
WITH 3" NAILS FOR BETTER WIND RATING AND PURCHASE AND INSTALL GAF DOUBLE LAYER RIDGE CAPS GAF	
TIMBERTEX OVER.	
THE TOTAL PRICE INCLUDES LABOR, MATERIAL AND THOROUGH CLEAN-UP BOTH DAILY AND UPON	
COMPLETION OF THE JOB. ALL JOB RELATED DEBRIS TO BE HAULED AWAY. ALL EXISTING GUTTERS WILL BE	
CLEANED AND THE LAWN & DRIVEWAY TO BE MAGNETICALLY SWEPT.	
GAF GOLDEN PLEDGE WARRANTY is included with the installation of your new roof system as	
described above.	
WARRANTY PROVIDES A GUARANTEE AGAINST ANY LEAKAGE NOT CAUSED BY NATURAL DISASTERS.	1
PAYMENT: \$0.00 DOWN - BALANCE DUE UPON COMPLETION	
COUPON PRICE CANNOT BE USED FOR FINANCING OPTION	
PAYMENTS USING A CREDIT CARD WILL HAVE A 3% BANK PROCESSING FEE ADDED TO THE INVOICE PRICE	
ALL AMERICAN ROOFING AND WATERPROOFING CO. IS A MEMBER OF THE BETTER BUSINESS BUREAU.  TOTAL	
Vladimir Smiro project manager tel: 267 973 4153	

**Signature** 



1015 Brandywine Blvd. Wilmington, DE 19809 & 12627 Quay Lane, Ocean City, MD 21842

TOLL FREE 1-877-ROOFPRO (766-3776) DE (302) 334-3000 MD (410-) 213-1919 PA (215) 519-9549 FAX (302) 475-2968 Vlad@roofers.org WWW.ROOFERS.ORG

#### KEVIN LAYFIELD

11144 CATHELL RD

OCEAN PINES, MD 21811

#### PROPOSAL/CONTRACT

Date 03/20/2019

klayfield@oceanpines.org
NEW ROOF (BATHHOUSE)

DESCRIPTION	TOTAL
ALL AMERICAN ROOFING, A GAF MASTER ELITE CERTIFIED CONTRACTOR WILL REMOVE ALL ROOFING	\$18,467.00
MATERIALS DOWN TO BARE PLYWOOD INSPECT ALL ROOF SHEATHING AND REPLACE ALL DETERIORATED OR	-\$500.00
DELAMINATED LUMBER @\$58.00 PER SHEET	COUPON
SELF PROPELLER DUMPSTER WILL BE USED ON SITE	
PURCHASE & INSTALL DRIP EDGE AROUND PERIMETER. (WHITE)	\$17,967.00
PURCHASE & INSTALL GAFICE & WEATHER RUBBER BASED BARRIER IN ALL VALLEYS, BOTTOM 3' OF ROOF EDGE	
(GUTTER AREA), PIPE COLLARS	
PURCHASE AND INSTALL ALL NEW UNDERLAYMENT DECK ARMOR (The best on market) TO ENTIRE ROOF	
SURFACE WHERE ICE AND WEATHER IS NOT USED.	
PURCHASE AND INSTALL GAF PRO STARTER STRIP TO ALL ROOF EDGES.	
PURCHASE AND INSTALL ALL NEW ALUMINUM PIPE COLLARS	
PURCHASE AND INSTALL GAF HIGH DEFINITION TIMBERLINE DIMENSIONAL SHINGLES SIX NAILS PER SHINGLE	
IN CHOICE OF COLOR. (STAIN GUARD APPLIED) PURCHASE AND INSTAL RIDGE VENTILATION SYSTEM GAF SNOW COUNTRY. RIDGE VENT WILL BE HAND NAILED	
WITH 3" NAILS FOR BETTER WIND RATING AND PURCHASE AND INSTALL GAF DOUBLE LAYER RIDGE CAPS GAF	
TIMBERTEX OVER.	
THE TOTAL PRICE INCLUDES LABOR, MATERIAL AND THOROUGH CLEAN-UP BOTH DAILY AND UPON	
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CLEANED AND THE LAWN & DRIVEWAY TO BE MAGNETICALLY SWEPT.	
CLEANED AND THE LAWN & DRIVE WAT TO BE WINGHE HOLLET OWE	
GAF GOLDEN PLEDGE WARRANTY is included with the installation of your new roof system as	
described above.	
WARRANTY PROVIDES A GUARANTEE AGAINST ANY LEAKAGE NOT CAUSED BY NATURAL DISASTERS.	
WARRANTY PROVIDES A GOARANTEL AGAINST ANT ELFIBRICE TO CONTROL OF STREET	
PAYMENT: \$0.00 DOWN - BALANCE DUE UPON COMPLETION	
COUPON PRICE CANNOT BE USED FOR FINANCING OPTION	
PAYMENTS USING A CREDIT CARD WILL HAVE A 3% BANK PROCESSING FEE ADDED TO THE INVOICE PRICE	
	0
ALL AMERICAN ROOFING AND WATERPROOFING CO. IS A MEMBER OF THE BETTER BUSINESS BUREAU. TOTAL	
Vladimir Smiro project manager tel: 267 973 4153	•

Brad.

**Signature** 

#### WINTERLING CONTRACTORS, INC.

Mark J. Winterling 410-726-0661
7658 Green Lewis Rd. Willards MD. 21813
MHIC 49113 De License 2002107221

To: Ocean Pines Sports Core

Property Address: 11144 Cathell Rd. O.P. Md.

Date: March 27, 2019

New Roof

Removal and disposal of all shingles

Repair damage sheathing as needed with 1/2" sheathing

Installation of titanium roofing paper

Installation of 2" drip edge

Installation of Ice and Water shield on sides of dormers

Install new plumbing vent boots

Installation of 30-year Architectural shingles nailing shingles with no less than six nails per

shingle

Installation of hip and ridge caps

One Year Warranty

#### Material and Labor \$ 28,989.00

Required: All labor, materials, tools, equipment, removal of materials and clean up, etc. Necessary for the completion of roof and are listed herein after in these Specifications.

All material shall be applied in a professional like manner. All material shall be delivered to the job in original unopened containers with labels and tags intact and applied in according with the manufacturer's specifications and guarantee requirements.

Work to be completed in a professional manner according to specifications. Any alteration unforeseen or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become a charge above the original estimate.

#### **Payment Schedule**

\$ 9,663.00 Deposit

\$ 9,993.00 Shingles removed

\$ 9,663.0 Shingles installed

Work to be completed in a professional manner according to specifications. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become a charge above the original estimate.

By:	<i>By</i> :
Wintering Contractors Inc.	Ocean Pines HOA Representiive
Mark Wintowing	



#### **CERTIFICATE OF INSURANCE**

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY—

DATE ISSUED (MM/DD/YY) 11/19/18

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000 Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erielnsurance.com

			126 • www.erieinsurance.com				PERSONAL AND PROPERTY.
	AND ADDRESS OF	HIGH 3940 \ MIDD PHON	nanins@comcast.net TMAN INSURANCE AGE VALLEY VIEW ROAD DLETOWN, MD 21769 IE/FAX 301-473-4764	NCY	AGENT'S NO. BB2015	CO.: C ERIE INSURANCE CO.: D ERIE INSURANCE ERIE INSURANCE ERIE INSURANCE ERIE INSURANCE CO.: F ERIE INSURANCE CO.: G EAGSHP CITYING	AFFORDING COVERAGE OMPANY ROPERTY & CASUALTY COMPANY XCHANGE Attorney-In-Fact OMPANY OF NEW YORK URANCE COMPANY INFORMATION Purposes only and conters holder. It does not affirmatively or otherwise after the terms, exclusions coverage contained in the policy(les) pulled to any given situation. Limits ed by claims paid. This certificate of ite a contract between the issuing resentative or producer and the
NAME						negatively amend, extend, or	otherwise after the terms, exclusions
			NTRACTORS			and conditions of insurance indicated below. The terms an	coverage contained in the policy(ies) A conditions of the nollcy(les) govern
		( J WINTERI		•		the Insurance coverage as a	ppiled to any given situation. Limits
		FREEN LEW				snown may have been reduc Insurance does not constit	ed by claims paid. This certificate of ite a contract between the Issuing
		ARDS, MD 2					
This is	to certify that pol	icies, as indicate	by the Policy Number below, are	n force for the Na	med insured at th	e ilme that the Certificate is b	eing issued.
	TYPE OF IN	SURÁNCE	POLICY NUMBER		POLICYEXPRATION	EACH OCCURRENCE S	1,000,000
Б	X COMMERCIAL		Q34 0120441	10/1/18	10/1/19	FIRE DAMAGE (Any One Fire) \$	1,000,000
		MADE OCCUR				MED EXP (Any One Person) \$	5,000
						PERSONAL & ADV. INJURY &	1,000,000
						GENERAL AGGREGATE \$	2,000,000
	GEN'LAGGREGATE	LIMIT APPLIES PER				PRODUCTS-COMPYOP AGG \$	2,000,000
	AUTOMOBIL	roject Loc E Liability				BODILYINJURY	
	AUTOMOBIL "ANYAUTO" (	IWNED HIRED, ION-OWNED)				(EACH PERSON) \$	
	OWNED					BODILY INJURY (EACH ACCIDENT) \$	
	HIRED				ĺ	PROPERTY DAMAGE \$	······································
	MON-OWNED					BODILY INJURY AND PROPERTY DAMAGE COMBINED \$	
	GARAGE						
	EXCESS LIABILIT		•			EACH OCCURRENCE \$	
	OCCURRENCE					AGGREGATE \$	
	RETENTION					\$	
	L nerention	*				9	
1	WORKERS COM	ENSATION &					TATUTORY
	EMPLOYERS LIA				]	BODILY ACCIDENT \$	EACH ACCIDENT
						INJURY DISEASE \$	POLICY LIMIT
_	OTHER					BY DISEASE \$	EACH EMPLOYEE
	OTHER						
					1		
DESC	RIPTION OF OPER	ATIONS/LOCATIO	NS/VEHICLES/EXCLUSIONS ADDED	By endorsemen	IT/SPECIAL PROV	ISIONS	
CANC	ELLATION: S	HOULD ANY OF RED IN ACCOR	THE ABOVE DESCRIBED POLICY PRO	ICIES BE CANC IVISIONS.	ELLED BEFORE	THE EXPIRATION DATE T	HEREOF, NOTICE WILL BE DELIV-
IMPN					icv(jes) must h	e endorsed. If SUBROGAT	FION IS WAIVED, subject to the
•••••	te	erms and cond	itions of the policy, certain po tificate holder in lieu of such	olicies may req	juire an endors	ement. A statement on t	his certificate does not confer
NAN					*		
] '''''	NAME AND ADDRESS OF CERTIFICATE HOLDER Ocean Pines Sports Core Pool			AUTHORIZED REPRESENTATIVE			
1	11144 Cat	hell Rd					are Hist.
	Ocean Pin	es, MD 2181	1				TE Hightman
}							
<u> </u>						<u> </u>	



# OCEAN PINES ASSOCIATION, INC. BID REQUEST FORM

DEPARTMENT Public Relations

**DATE** Jan. 23, 2020

ITEM DESCRIPTION Golf clubhouse audio system

FOR REPLACEMENT OF (if applicable) Qualifies as replacement

RESERVE STUDY - PAGE #

BUDGET AMOUNT \$

TINE#

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
Mid South Audio	\$32,893.81		Trusted vendor; recently completed successful installation of new community center audio system; staff recommendation
Shore Home Solutions	\$20,862.94		New bidder; did not include installation of video equipment and screen, and network and coax cables that were in the Mid South Audio bid; low bidder
Sound Advice	N/A		New bidder; could not provide an estimate within the requested time frame

Josh Dawis	1/21/20	<u>APPROVAL</u>	
<i>р</i> ерт. неаd	DATE	GENERAL MANAGER	DATE
ACCOUNTING	DATE	BOARD	DATE

\*Please limit 1 item per sheet

Mid South Audio LLC 52 Bramhall Street Georgetown, DE 19947 (302) 856-6993



#### Quote

**ADDRESS** 

Ocean Pines Association 239 Ocean Parkway Berlin, MD 21811 QUOTE # 3751

DATE 01/23/2020

EXPIRATION DATE 02/22/2020

QTY ACTIVITY

RATE

**AMOUNT** 

Same conditions apply as quote 3747

Scope of Work - Installation of new audio system to include (1) networked audio control processor, (2) multi-channel amplifiers, (1) AV rack with battery backup, (9) ceiling speakers in meeting room, (9) ceiling speakers in restaurant, (18) ceiling speakers spread throughout the rest of the building, (2) outdoor speakers to cover patio area, & (3) outdoor speakers for golf cart staging area. Installation of network & coax cables throughout building at owner designated locations. Installation of video control system.

1

Client Responsibilities - Providing network connection for remote control of audio system and iPad for control. Terminating all data and coax connections.

\*\*\*Projector needs to be 12' 6"- 17' 6" from screen\*\*\*

Main Components - AV Closet

- 1 QSC CORE 110f Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU
- 1 QSC CX-Q 2K4 4-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp<sup>™</sup>, Mic/line Inputs, 100-240v
- 1 QSC MP-A80V 1600W FlexAmp technology Hi-Z / Lo-Z amplifier, 8 x 200W into 4, 8, 70V and 100V, Highpass filter per channel, GPIO for Remote Standby and Amp Status
- 1 QSC SL-QUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual
- 1 QSC SL-QSE-110-P Q-SYS Core 110 Scripting Engine Software License, Perpetual
- 1 QSC NS-1124P 24-port network switch preconfigured for Q-SYS Audio, Video and Control with 12x PoE+ ports. With advanced QoS and IGMP to also support AES67 and Dante in same VLAN
- 1 Middle Atlantic DWR SERIES RACK, DWR-21-22
- 1 Middle Atlantic UPS-S1500R Select Series UPS Backup power, 2RU, 1500VA
- 1 Atlona AT-VGW-250 Velocity Control Gateway for 250 Devices
- 5 Atlona AT-VCC-IR-KIT Velocity Control Converter POE with IR 3 Port

Dongle for Velocity Gateway

- 15 Atlona AT-VCC-IR-EMT Velocity Control Converter Single IR emitter
- 1 Atlona AT-VTP-550-BL Velocity 5.5" Touch Panel Black Restaurant (Tern's Grille)
- 9 QSC AD-C6T-WH 6.5" Two-way ceiling speaker, 70/100V transformer with 16 bypass, 135 conical DMT coverage, includes C-ring and rails for blind mount installation, Ø245mm cut-out. Available in white. Priced individually but must be purchased in pairs
- 1 Attero Tech Axon C1-W In-Wall Remote Controller 1 Gang White Inserts and Decora Plates
- 2 Mystery Electronics FP-1G-1-B 1 gang, Black, 1ea Neutrik D®
- 1 Mystery Electronics TK11 Tech kit, mounting hardware for 4ea XLR
- 2 Mystery Electronics XLRF-D 3-pin XLR female, Neutrik® NC3FDL-1 Meeting Room
- 9 QSC AD-C6T-WH 6.5" Two-way ceiling speaker, 70/100V transformer with 16 bypass, 135 conical DMT coverage,includes C-ring and rails for blind mount installation, Ø245mm cut-out. Available in white. Priced individually but must be purchased in pairs
- 2 Mystery Electronics FP-1G-2-B 1 gang, Black, 2ea Neutrik D®
- 1 Mystery Electronics TK11 Tech kit, mounting hardware for 4ea XLR
- 4 Mystery Electronics XLRF-D 3-pin XLR female, Neutrik® NC3FDL-1
- 1 QSC TSC-55w-G2-BK Q-SYS 5.5" PoE Touch Screen Controller for In-Wall Mounting. Includes 1 LAN Port and Aux Power input, available in black only
- 1 Sony VPLPHZ10 WUXGA laser light source projector
- 1 Chief RPAUW Universal Projector Mount
- 1 Chief CMS006009W Adjustable Pipe 6"-9" White
- 1 Chief CMA110W 8" Ceiling Plate White
- 1 Draper Targa 116370 137" 16:10 Format Screen Image Area 72 1/2" x 116" Overall Size 76 1/2" x 120"
- 1 Draper Floating Screen Bracket White Finish 227025
- 1 Atlona AT-HDVS-150-TX-WP (Tx Only) HDBaseT Switch Wall Plate
- 1 Atlona AT-HDVS-150-RX (Rx Only) HDBaseT Scaler with HDMI and Analog Audio Outputs
  - Pro Shop/Club Fitting Area/Bag Room/Office 06
- 8 QSC AC-C4T 4.5" Full-range ceiling speaker, 70/100V transformer with 8 bypass, 140 conical coverage, includes C-ring and rails for blind mount installation. Priced individually but must be purchased in pairs
- 1 Attero Tech Axon C1-W In-Wall Remote Controller 1 Gang White Inserts and Decora Plates
  - Fover/Restrooms/Office 09/Kitchen
- 10 QSC AC-C4T 4.5" Full-range ceiling speaker, 70/100V transformer with 8 bypass, 140 conical coverage, includes C-ring and rails for blind mount installation. Priced individually but must be purchased in pairs
- 1 QSC WCP-1 Wall Control Plate with Rotary Potentiometer
- 6 Atlas AT35D Deluxe Decora Plate Mounted 35W Attenuator, 3dB Steps Outside Patio & Golf Cart Staging Area

QTY ACTIVITY RATE AMOUNT

- 3 One Systems 108.HTC-BLK Black 8" two-way coax direct weather speaker system with a medium-format compression driver and 70-degree conical HF coverage. HYBRID design with 304 grade three layer stainless steel grille with marine capable polyester coating and 316 grade (marine) stainless steel suspension and reinforcement hardware
- One Systems 108.HTC.UM-BLK Black 316 grade (marine) stainless steel U-bracket for use with 108.HTC
- One Systems 106.HTH-BLK Black 6" two-way direct weather speaker system with 1" compression driver. 100x70 HF coverage. HYBRID design with 304 grade three layer stainless steel grille with marine capable polyester coating, 316 grade (marine) stainless steel suspension and reinforcement hardware. U-Bracket included
- 1 Mystery Electronics AW2000 Composite grey, Padlockable
- 1 Mystery Electronics TK11 Tech kit, mounting hardware for 4ea XLR
- 1 Mystery Electronics XLRF-D 3-pin XLR female, Neutrik® NC3FDL-1
- 1 Mystery Electronics MPK 4ea Neutrik® D or 4ea SwitchCraft® D3F
- 1 Mystery Electronics MP8 Blank insert panel
- 3 Mystery Electronics HFPN Front-mount hole plug, Neutrik® D position
- 1 TOTAL including installation, programming, and delivery

32,893.81

32,893.81

\*All prices include a 3% cash/check discount\*

**TOTAL** 

\$32,893.81

\*\*Jobs over \$15,000 require a 25% deposit at time of order\*\*

Accepted By

Accepted Date

Shore Home Solutions 29000 Information Ln Suite #405 Easton MD 21601



410-878-2448 or info@shorehomesolutions.com

Ocean Pines Association, Inc Josh Davis 239 Ocean Parkway Ocean Pines MD 21811

Estimate # 0001032

Estimate Date December 31, 2019

Estimate Total (USD) \$20,862.94

Item

Description

Unit Cost Quantity

Line Total

 $https://shorehomesloutions.freshbooks.com/showEstimate?estimateid=68563\&\_alt\_domain\_cookies=W10\%3D$ 

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Estimate:

Item	Description	Unit Cost	Quantity	Line Total
Origin Acoustics DSP3-700	Origin Acoustics DSP3-700 70V Amplifier with DSP	2,399.99	τ-	2,399.99
	Features:			
	-Number of Channels: 3 Powered Out (L/R/S)			
	-Digital Input: 1 Stereo Coaxial, 1 Stereo			
	Optical			
	-Analog Input/Output: 4 x RCA A/B Unbalanced			
	Max Input 12dBu			
	-Dimensions: $17 \times 3 \frac{1}{2} \times 14'' (433 \times 88 \times 17)$			
	357mm) (Without mounts)			
	19 x 3 1/2 x 14" (482 x 88 x 357mm) (With			
	mounts)			
	-Dynamic Power: 700 Watts RMS / Channel, All			
	Channels Driven into 4 Ohm/ 70 V, 500 Watts			
	RMS/ Channel Driven into 8 Ohm x 3, Dynamic			
	Power (Peak) 1 kW / Channel x 3			
	-Rack Space: 2U			
	***This is the amplifier that I'd use. This is a			
	three zone amp that would be able to power			
	each area in that building independently, and			
	you'd be able to have a different source playing			
	in each area. So, you could have party music			
	playing in the bar, while having something more			
	relaxing playing in the pro shop and on the			
	speakers in the front of the building. These are			
	very powerful amps, they use DSP which			

better than a standard Crown or JBL amp, and means that the sound quality will be much

they are extremely reliable as well.\*\*\*

	Legillate, Josi Paris	ri3		
Item	Description	Unit Cost	Quantity	Line Total
Origin Acoustics PC80	Origin Acoustics PC80 Enclosed 8" 2-Way In- Ceiling Loud Speaker (pair)	599.99	10	5,999.90
	Features:			
	-Woofer: 8" IMPP			
	-Tweeter: 1" Silk			
	-Power Handling: 120 Watts			
	-Frequency Response (- 10dB): 41Hz-20kHz			
	-Frequency Response (- 3dB): 60Hz-20kHz			
	-Nominal Coverage Angle: 100 Degree Conical			
	Coverage			
	-Sensitivity @1m: 92dB			
	-Rated Maximum SPL: 112dB			
	-Impedance : 8 Ohm/70V/100V			
	-Transformer Taps: 70V - 60W, 30W, 15W,			
	7.5W/ 100V - 60W, 30W, 15W			
	-Diameter: 11 1/4" (286mm)			
	-Cutout Diameter: 10 1/2" (268mm)			
	-Grille Diameter: 11 5/8" (296mm)			
	-Mounting Depth: 9 1/2" (242mm)			
	-Feature: Metal Can, Zinc Plated			
	***These are the 8" 2-way speakers that we'd			
	install in the bar and the media room. These			
	speakers sound incredible. They also look great			
	with their borderless grills that are magnetically			
	held on, which eliminates the issue that			
	cheaper speakers have where the grills			

eventually fall off of the speaker. I'm planning to

use these in the two areas where great sound

will be required, and I'll use the smaller

speakers in the pro shop and in the bathrooms.

You'd get 12 of these in the bar area, and 8 of them in the media room, for a total of 20

speakers.\*\*\*

item.	Description	Unit Cost	Quantity	Line Total
Origin Acoustics PC60	Origin Acoustics PC60 Enclosed 6.5" 2-Way In- Ceiling Loud Speaker (pair)	449.99	2	899.98
	Features:			
	-Woofer: 6 1/2"			
	-Tweeter: 1" Silk Dome			
	-Power Handling: 80 Watts			
	-Frequency Response (- 10dB): 50Hz-20kHz			
	-Frequency Response (- 3dB): 64Hz-20kHz			
	-Nominal Coverage Angle: 115 Degree Conical			
	Coverage			
	-Sensitivity @1m: 91dB			
	-Rated Maximum SPL: 108dB			
	-Impedance : 8 Ohm/70V/100V			
	-Transformer Taps: 70V - 60W, 30W, 15W,			
	7.5W/ 100V - 60W, 30W, 15W			
	-Diameter: 9 5/8" (244mm)			
	-Cutout Diameter: 8 13/16" (224mm)			
	-Grille Diameter: 10" (254mm)			
	-Mounting Depth: 8" (202mm)			
	-Feature: Metal Can, Zinc Plated			
	***These are the speakers that we'd use in the			
	pro shop and in the two bathrooms. You'd get a			
	pair of them in the pro shop, and just one in			
	each bathroom. These speakers still sound			
	great, they just don't have as much power or			
	frequency range as the larger 8" models. It			
٠	sounded like the music in those two areas was			
	just for background noise and for the			
	announcements for the tee times to be heard in			
	the bathrooms. So, it seems like overkill to use			
	the 8" speakers in there.***			

Item				
	Description	Unit Cost	Quantity	Line Total
Origin Acoustics PS80	Origin Acoustics PS80 Surface Mount Indoor/Outdoor 8" 2-Way Speakers (pair)	619.99	ю	1,859.97
	Features:			
	-Woofer: 8" IMPP			
	-Tweeter: 1" Aluminum			
	-Power Handling: 120 Watts			
	-Frequency Response (- 10dB): 42Hz-250Hz			
	-Frequency Response (- 3dB): 58Hz-250Hz			
	-Nominal Coverage Angle: 70° Horizontal, 70°			
	Vertical			
	-Sensitivity @1m: 92dB			
	-Rated Maximum SPL: 107dB			
	-Impedance : 8 ohm Nominal			
	-Transformer Taps: 70V - 60W, 30W, 15W,			
	7.5W/ 100V - 60W, 30W, 15W			
	-Dimensions: 9 1/2 $\times$ 15 $\times$ 9 7/8" (240 $\times$ 382 $\times$			
	249mm)			
	***These are the outdoor speakers that we'd			
	install at the outdoor seating area outside of the			
	bar. These are the 8" models that will give you			
	great sound, even at lower volume levels. With			
	an 8" woofer in each speaker, you will hear all			
	of the bass and mids from the music without			
	feeling the need to turn the volume way up.			
	These are weatherproof speakers that will last			
	for a very long time out there.***			

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Item	Description	Unit Cost	Quantity	Line Total
Origin Acoustics PS60	Origin Acoustics PS60 Surface Mount Indoor/Outdoor 6" 2-Way Speakers (pair)	469.99	ო	1,409.97
	Features:			
	-Woofer: 6" IMPP			
	-Tweeter: 1" Aluminum			
	-Power Handling: 80 Watts			
	-Frequency Response (- 10dB): 45Hz-250Hz			
	-Frequency Response (- 3dB): 65Hz-250Hz			
	-Nominal Coverage Angle: 100° Horizontal, 50°			
	Vertical			
	-Sensitivity @1m: 92dB			
	-Rated Maximum SPL: 106dB			
	-Impedance : 8 ohm Nominal			
	-Transformer Taps: 70V - 60W, 30W, 15W,			
	7.5W/ 100V - 60W, 30W, 15W			
	-Dimensions: 7 7/8 x 13 1/4 x 8 3/8" (200 x 336			
	x 211mm)			
	***These are the outdoor speakers that we'd			
	install out in the front of the building. These are			
	the 6" models that still sound great, they just			
	don't have the same power or frequency range			
	that the 8" models have. I'm happy to use the 8"			
	models out here if you'd like, but I thought it			
	would make sense to save a little money by			
	using the 6" models instead.***			

Item	Description	Unit Cost	Quantity	Line Total
HEOS Superlink	HEOS Superlink Quad Streaming Player	1,499.99	~	1,499.99

Features:

-Four independent HEOS zones -Amazon Alexa voice integration -Dedicated analog, fiber optic and coaxial

outputs for each zone

-Third Party Control Compatible

Four x 12V Trigger Outputs

-Two Fiber Optic, two Digital Coax and four

Analog Inputs (Matrix switching)

control the HEOS device over the wifi, using the you don't want this device, just let me know and commercials using one of the paid services that This allows you to stream music from all of the app, which is much better than just playing FM \*\*\*This is the streaming player that we'd install. Deezer or Tidal. For a small monthly fee, you'll compressed and play a ton of commercials. If popular streaming apps. This would allow you Phone, or an Android tablet or phone that we you'll also be able to easily control the kind of can use to control the system with, we'll set it I'll swap this out with some FM tuners for the up with the app and show you how to easily music that's playing using the FREE HEOS sound in each zone. If you have an iPad or be able to play commercial free music and this device offers. We usually recommend to stream uncompressed audio without radio stations because they are very HEOS app.\*\*\*

Item	Description	Unit Cost	Quantity	Line Total
MiddleAtlanticP reConf	Middle Atlantic Pre-Configured Rolling Equipment Rack with removable sides and a locking door	829.99	~	829.99
	***This is the rolling, locking equipment rack that we'd install the amp, the streaming player, and the mic preamps inside of. This will keep everything secure and cool with it's built in cooling fans.***			
Misc. Materials	Rolls DU30B Microphone Preamp Audio Ducker	104.99	ო	314.97
	***These are the devices that we'd install to allow the pro shop to use a microphone to make tee time announcements over this sound system. So, when you hit the button on the mic, this device will mute the music and allow them to make the announcement, and after they let go of the button, the music will continue to play. We'll need 3 of these, one for each zone.***			
Misc. Materials	Atlas Sound M600-DT Desktop Gooseneck Microphone for Paging and Conference Applications (Cardioid)	194.99		194.99
	***This is the microphone that we'd install in the pro shop for them to make announcements over the sound system with. ***			

ltem	Description	Unit Cost	Quantity	Line Total
Misc. Materials	-1000' of 16/2 speaker wire to run from the equipment rack to the speakers @ \$290 -150' of shielded 18/2 for the microphone in the pro shop @ \$60 -200' of Cat6 data cable to run to the projector for the video feed over HDMI Baluns as well as for the audio feed back to the amplifier over RCA Baluns so the sound can play over the sound system @ \$65 -staples, zip ties, wire loom, etc. @ \$60 -a Furman rack mount power conditioner/ surge protector for the equipment rack @ \$460 (this will ensure stable power conditions and protect all of this gear from surges) -(6) 70V volume controls, one for each area (bar, outside seating, media room, pro shop, bathrooms, front outdoor speakers) @ 60 each \$360	1,295.00	<del>-</del>	1,295.00
Misc. Labor	Ins installation would include the following: Part one, 1 full day for two of us to prewire the building- running 16/2 speaker wire to each of the 36 speaker locations -running 18/2 shielded speaker wire from the rack to the pro shop for the mic -running 3 cat6 data cables from the rack to the projector location for the audio and video feeds Part 2, two full days for two of us to install the speakers and other gearcutting out the drywall and installing all of the in-ceiling speakers -wall mounting all of the outdoor speakers	, , , , , , , , , , , , , , , , , , ,	?	t, 0.0000 0.000 00
	<ul> <li>installing and connecting the mic in the pro shop</li> </ul>			

	-installing the equipment rack in the commoloset -installing wire loom over all of the cabling that feeds into the equipment rack -installing all of the gear inside of the rack -connecting the speaker wires to the amp and setting the amp up for this system using the DSP feature -connecting the mic preamps to the mic and the amplifier -calibrating the sound system by setting the 70V taps on all of the speakers to give you the perfect volume in each zone -connecting the HEOS device to the network and setting it up to stream from whichever app/apps that you'd like to use -downloading the HEOS app for you and showing you how to easily use the HEOS music system -testing everything to ensure that it is all functioning exactly as it should			
Discount	175 off of the amplifier	-175.00	- Trees	-175.00
Discount	40 off of each pair of 8" in-ceiling speakers	-40.00	10	-400.00
Discount	25 off of each 6" pair in in-ceiling speakers	-25.00	7	-50.00
Discount	40 off of each pair of 8" outdoor speakers	-40.00	က	-120.00
Discount	25 off of each 6" pair of outdoor speakers	-25.00	C	-75.00
Discount	125 off of the HEOS Superlink	-125.00		-125.00
Discount	40 off of the equipment rack	-40.00	_	-40.00
	Subtotal tax1 6%	otal 6%		<b>19,919.75</b> 943.19
	Estin	Estimate Total (USD)		\$20,862.94

### Terms

1/21/2020

At Shore Home Solutions, we are proud to offer something that no one else in this business offers. When you buy a product from us, we personally back up the manufacturer's warranty. So, whether it's warrantied for only one year or ten years, if anything happens to a product that we sold to you, you just call us and we will take care of the rest. We will personally come out to your location, repair or replace the bad part, and reinstall it at NO cost to you. Not even for our time!

This quote was prepared by Thomas Butler. All equipment and material prices are guaranteed for 30 days. Please make all checks payable to Shore Home Solutions. As always, we thank you for your business!

### Notes

Hi Josh,

Here is the quote for the sound system for the new clubhouse. I tried to be as descriptive as I could on the notes on each line item. But, just let me know if you have any questions or need me to make any changes to the quote.

I sent you the brochure with all of the Origin Acoustics sound system equipment in it, but I am also including links to each of the other products on the manufacturer's websites, so you can see exactly what I've put together for you here. I am also including some discounts to the normal MSRP pricing that I have saved in my system, at the bottom of the quote. If this is way over budget, just let me know and I'll be happy to go back to the drawing board. But, this is the best commercial sound system equipment on the market, that's reasonably priced. If you go with Origin Acoustics, you will not be disappointed. This is top-of-the-line gear that will serve you well for a very long time.

Just let me know what you think after you have a chance to check these products out.

Thanks again for the opportunity!

Thomas Butler

Shore Home Solutions

29000 Information Ln

Suite #405

Easton, MD 21601

www.shorehomesolutions.com

4108782448 or 3013990004

HEOS Superlink:

https://usa.denon.com/us/heos/heos-superlink

Middle Atlantic equipment rack:

https://www.middleatlantic.com/products/racks-enclosures/stand-alone-floor-standing\_

enclosures/essex-rcs-series-pre-configured-rack-system/rcs-1824.aspx

Rolls Mic Preamp:

https://www.rolls.com/product/DU30b

Atlas Sound Desktop Paging Mic:

https://www.atlasied.com/m600-dt

Furman Power Conditioner:

https://www.furmanpower.com/product/conditioner-power-ht-15-amp-ELITE-15i



# OCEAN PINES ASSOCIATION, INC. BID REQUEST FORM

**DEPARTMENT** Public Relations

**DATE** Jan. 21, 2<del>019</del> 2020

ITEM DESCRIPTION Yacht Club ballroom audio system

FOR REPLACEMENT OF (if applicable) Qualifies as replacement

RESERVE STUDY - PAGE #

BUDGET AMOUNT \$ N/A

IINE#

New bidder; Bid lacked the detail of the current speakers in the same location, community center audio system; staff Trusted vendor; Recently completed New bidder; Bid calls for upgrading which goes against work group successful installation of new recommendation; Low bidder COMMENTS other two; High bidder recommendation **DIFFERENCE FROM** BUDGETED TOTAL PRICE EACH \$12,635.86 \$17,394.42 \$19,742 **BIDDER** Shore Home Solutions Mid South Audio Sound Advice

psh Davia	<u>A</u>	APPROVAL	
Д DEPT. HEAD	DATE	GENERAL MANAGER	DATE
ACCOUNTING	DATE	BOARD	DATE

\*Please limit 1 item per sheet

Mid South Audio LLC 52 Bramhall Street Georgetown, DE 19947 (302) 856-6993



### MIDSOUTHAUDIO

### Quote

**ADDRESS** 

Ocean Pines Association 239 Ocean Parkway Berlin, MD 21811 QUOTE # 3757 DATE 01/23/2020 EXPIRATION DATE 02/22/2020

QTY ACTIVITY

RATE

**AMOUNT** 

Same conditions apply as quote 3747

Scope of Work - Installation of new audio system to include (1) networked audio control processor, (1) multi-channel amplifiers, (1) battery backup, (9) ceiling speakers in meeting room, (9) ceiling speakers in restaurant, (18) ceiling speakers spread throughout the rest of the building, (2) outdoor speakers to cover patio area, & (3) outdoor speakers for golf cart staging area. Installation of network & coax cables throughout building at owner designated locations. Installation of video control system.

Client Responsibilities - Providing network connection for remote control of audio system and iPad for control.

### MAIN COMPONENTS - AV CLOSET

- 1 QSC CORE 110f Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU
- 1 QSC MP-A40V 800W FlexAmp technology Hi-Z / Lo-Z amplifier, 4 x 200W into 4 , 8 , 70V and 100V, Highpass filter per channel, GPIO for Remote Standby and Amp Status
- 1 QSC GX3 2 channels, 300 watts/ch at 8, 425 watts/ch at 4
- 1 QSC SL-QUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual
- 1 QSC SL-QSE-110-P Q-SYS Core 110 Scripting Engine Software License, Perpetual
- 1 QSC NS-1108P 10-port network switch preconfigured for Q-SYS Audio, Video and Control with 4x PoE+ ports. With advanced QoS and IGMP to also support AES67 and Dante in same VLAN
- 1 Middle Atlantic UPS-S1500R Select Series UPS Backup power, 2RU, 1500VA

### RESTAURANT

3 Attero Tech Axon C1-W In-Wall Remote Controller 1 Gang White Inserts and Decora Plates

### **UPSTAIRS ROOMS**

4 JBL CBT 100LA-1-WH Straight Line Array Column with 16 x 2" Drivers and Constant Beamwidth Technology. Switchable 40 or 15 vertical coverage,

**AMOUNT ACTIVITY** RATE QTY music (flat)/speech switch, 100W multi-tap transformer or 8 ohms, 80 Hz -20 kHz, 325W continuous pink noise, 100 cm tall (priced and sold individually). JBL CONTROL SB-2 Slot-Loaded Vented Bandpass Subwoofer, Stereo, with Dual Voice-Coil 10" Transducer, Trapezoidal Enclosure for easy Corner Placement, 38Hz - 160Hz, 340W Program, 100dB Sensitivity, 8 ohm Stereo Inputs with High-Pass Satellite Outputs. Mystery Electronics FP-1G-2-B 1 gang, Black, 2ea Neutrik D® 2 Mystery Electronics TK11 Tech kit, mounting hardware for 4ea XLR 1 Mystery Electronics XLRF-D 3-pin XLR female, Neutrik® NC3FDL-1 QSC TSC-55w-G2-BK Q-SYS 5.5" PoE Touch Screen Controller for In-Wall Mounting. Includes 1 LAN Port and Aux Power input, available in black only 17,394.42 TOTAL including installation, programming, and delivery 17,394.42 TOTAL \$17,394.42 \*All prices include a 3% cash/check discount\* \*\*Jobs over \$15,000 require a 25% deposit at time of order\*\*

Accepted By

Accepted Date

Shore Home Solutions 29000 Information Ln Suite #405 Easton MD 21601



410-878-2448 or info@shorehomesolutions.com

Ocean Pines Association, Inc Josh Davis 239 Ocean Parkway Ocean Pines MD 21811 Estimate # Estimate Date 0001033

January 5, 2020

**Estimate Total (USD)** 

\$12,635.86

Item	Description	Unit Cost	Quantity	Line Total
Origin Acoustics DSP3-700	Origin Acoustics DSP3-700 70V Amplifier with DSP	2,399.99	1	2,399.99
	Features:			
	-Number of Channels: 3 Powered Out (L/R/S)			
	-Digital Input: 1 Stereo Coaxial, 1 Stereo Optical			
	-Analog Input/Output: 4 x RCA A/B Unbalanced Max Input			
	12dBu			
	-Dimensions: 17 x 3 1/2 x 14"(433 x 88 x 357mm) (Without mounts)			
	19 x 3 1/2 x 14" (482 x 88 x 357mm) (With mounts)			
	-Dynamic Power: 700 Watts RMS / Channel, All Channels			
	Driven into 4 Ohm/ 70 V, 500 Watts RMS/ Channel Driven into 8			
	Ohm x 3, Dynamic Power (Peak) 1 kW / Channel x 3			
	-Rack Space: 2U			
	***This is the new amp that we'd install to power the speakers in			
	the banquet hall. These amps sound much better than the			
	Crown CDI1000 amps that are currently driving the existing			
	speakers. Those Crown amps aren't bad, but Origin amps have			
	better sound as well as more power.***			
Origin Acoustics D105	Origin Acoustics D105 10" 3-Way Director Series In-Ceiling Loud Speaker (each)	1,149.99	4	4,599.96
	Features:			
	-Woofer: 10" IMG			
	-Midrange: 4"IMG MMP™			
	-Tweeter: 3/4" Silk DSPD™			
	-Power RMS: 50 Watts			
	-Power Peak: 150 Watts			
	-Frequency Response: 28Hz-20KHZ			
	-Impedance : 6 ohm			
	-Diameter: 11 1/4" (286mm)			
	-Cutout Diameter: 10 3/8" (264mm)			
	-Grille Diameter: 11 3/4"(296mm)			
	-Mounting Depth: 6 1/4" (158mm)			

	***These are the 10" 3-way speakers that I'd like to install at			
	each end of the room. I'd install two of these in the wall at the front of the room and two of them in the wall in the back of the			
	room. These speakers sound incredible and will really fill that			
	room with all of the bass and the mid-range frequencies that you			
	are missing right now. If these are just too expensive, we could			
	just install the 8" 2-way speakers in all 20 speaker locations, but			
	it would sound even better if we install these four speakers along			
	with the 2-way speakers as sound reinforcement. With the			
	discount that I'm offering you at the bottom of the quote, you are			
	getting a great deal on these speakers.***			
Origin Acoustics PC80	Origin Acoustics PC80 Enclosed 8" 2-Way In-Ceiling Loud Speaker (pair)	599.99	8	4,799.92
	Features:			
	-Woofer: 8" IMPP			
	-Tweeter: 1" Silk			
	-Power Handling: 120 Watts			
	-Frequency Response (- 10dB): 41Hz-20kHz			
	-Frequency Response (- 3dB): 60Hz-20kHz -Nominal Coverage Angle: 100 Degree Conical Coverage			
	-Sensitivity @1m: 92dB			
	-Rated Maximum SPL: 112dB			
	-Impedance : 8 Ohm/70V/100V			
	-Transformer Taps: 70V - 60W, 30W, 15W, 7.5W/ 100V - 60W,			
	30W, 15W			
	-Diameter: 11 1/4" (286mm)			
	-Cutout Diameter: 10 1/2" (266mm) -Grille Diameter: 11 5/8" (296mm)			
	-Mounting Depth: 9 1/2" (242mm)			
	-Feature: Metal Can, Zinc Plated			
	***These are the rest of the speakers that we'd install. These			
	speakers sound great by themselves, but this room will sound			
	even better if we use the four 10" 3-way speakers featured on			
	the above line item. But, if they're just too expensive, say the			
	word and I'll remove them and add two more pairs of these speakers.***			
Misc. Labor	This installation would include:	1,400.00	1	1,400.00
	-removing all 20 existing speakers from the bulkhead			
	-cutting out the drywall to allow for the new speakers because			
	they are larger than the existing speakers	e <sup>nt</sup>		
	-installing all 20 new speakers			
	-removing the existing amp from the rack and installing the new one in it's place			
	One at its piace			

Item	Description	Unit Cost C	Quantity	Line Total
	good as possible -testing all of the sources that you have hooked up to the sy (music, mics, aux inputs, etc) -showing you how to easily use the new system	stem		
	This would all only take my technician and I one full day to complete.			
Discount	200 off of the amp	-200.00	1	-200.00
Discount	150 off of each 3-way speaker	-150.00	4	-600.00
Discount	50 off of each 2-way speaker pair	-50.00	8	-400.00
		Subtotal		11,999.87
		tax1 6%		635.99
		Estimate Total (USD)		\$12,635.86

### Terms

At Shore Home Solutions, we are proud to offer something that no one else in this business offers. When you buy a product from us, we personally back up the manufacturer's warranty. So, whether it's warrantied for only one year or ten years, if anything happens to a product that we sold to you, you just call us and we will take care of the rest. We will personally come out to your location, repair or replace the bad part, and reinstall it at NO cost to you. Not even for our time!

This quote was prepared by Thomas Butler. All equipment and material prices are guaranteed for 30 days. Please make all checks payable to Shore Home Solutions. As always, we thank you for your business!

### Notes

Hi Josh,

I'm sorry I couldn't get this sent over sooner. If you pull the trigger on this system, I'll make sure that we get it installed before the end of January. I actually have some availability in the third week of January.

This quote includes a new amp as well as new speakers for the existing 20 speaker locations. As with the quote for the clubhouse, these Origin Acoustics speakers are completely enclosed speakers which greatly improves the performance vs. a speaker that's open to the ceiling or wall cavity behind it. Along with the 8" 2-way speakers which are the same models from the quote for the clubhouse, I included four 10" 3-way speakers which will add a whole new element to this system. 10" 3-way speakers give you more frequency range and even better sound than the 8" 2-way speakers. I don't think you'd need every speaker in the system to be those speakers, so I was planning to install two of these in each end of the room, with the 8" 2-way speakers in the rest of the locations.

This system would sound so much better than the existing system. You all would be very happy with the sound quality as well as the amount of power that you'd get from this new sound system. I'm including some very substantial discounts to the normal MSRP pricing that I have saved in my system at the bottom of the quote. I already sent you the Origin Acoustics brochure so you could check these products out, but let me know if you need me to resend it.

After you have a chance to check this out, let me know what you think when you have the chance.

Thanks again!
Thomas Butler
Shore Home Solutions
29000 Information Ln
Suite #405
Easton, MD 21601
www.shorehomesolutions.com
4108782448 or 3013990004



Sound Advice Audio Specialties 6425 Freedom Way Salisbury, Maryland 21801

Your Order #

Phone: 410-572-5623 Fax: 410-572-5623

Sales Rep.

Email: trusound123@gmail.com URL: soundadviceaudio.net

### Quotation: Ocean Pines Association Yacht Club Banquet Room

**FOB** 

TO: Josh Davis

Our Order#

Quotation #:0001 Date: 1/14/20

Terms

Ship Via

**Proposed Shipping** 

Tax ID

	Jeff Wharton		
Quantity	Description	Unit Price	Amount
10	Monitor Audio Commercial Series In-Ceiling Speaker		
1	Episode 70v IP Power Amplifier 150x2		
1	Clear One Converge SR 1212 Audio/mic Processor		
2	Shure BLX24R Wireless System w/WL185 Lavalier and SM58 Handheld Binary HDMI		
1	Furman Elite 15i AC Power Conditioner/Surge Protector		
1	Sonos Connect Streaming Music Player		
1	Strong Wall Mount Rack 16U with Equipment Shelves (Est.)		
1	RTI KX3 Touch Panel for Automated Control		
1	RTI ZM 24 Wireless Receiver		
1	RTI XP-6 Advanced Control Processor with I pad License		
	Misc. Speaker and Audio Cables		
	Equipment Total	\$11,972.00	\$11,972.00
	Labor for Installation, Calibration and Training	\$7,770.00	\$7,770.00
		Balance Due	\$19,742.00

Quotation	prepared	by:	Jeff	Wharton	

This is a quotation on the	goods named, subject to the	e conditions noted below.

50% of the equipment cost in advance before ordering.

Comments: If you should have any questions or wish to make any changes, feel free to call me.

To accept this quotation, sign here and return:	Date

To:

Ocean Pines Board of Directors

From:

John Viola

Subject:

Request for Compliance Action

Date:

2/5/2020

Member Name	Sean Bere	son	
Ocean Pines Address & Sec./Lot	3 Lord Guy	Terrace 10/0454	
Mailing Address	3 Lord Guy	Terrace, Ocean Pines, MD 21811	
Phone #(s)	No Phone	Number on File	
Violation	DEBRIS		
Violation Reference	Sec.8.I : G	eneral Prohibitions and Requirements	
Timeline	10/16/19	Initial Inspection	
	10/16/19	1 <sup>st</sup> letter sent via regular mail	
	11/15/19	Follow-up inspection completed	
	11/19/19	2 <sup>nd</sup> letter sent certified mail : Not returned unsigned	
	12/3/19	Violation remains : Forwarded to ARC	
	12/3/19	Final Letter from ARC sent certified mail : returned unsigned	
	2/5/2020	Addressed at BOD Meeting	
Member Contacted (Yes/No)	In 2 <sup>nd</sup> lette	r sent	
Member Notification of ARC Meeting	11/18/19	In 2 <sup>nd</sup> letter to member	
ARC Hearing and Results	12/3/19	Addressed at the ARC Meeting; final letter sent	
Notification to Member of BOD Meeting	12/3/19	In final letter to member	
Matters of Extenuation/Mitigation (history of violations, assessments not paid, foreclosure action, etc.)	Current on assessments		
Recommendation of Management as to Board Action	Send to O	PA attorney for action	
Board Decision			

10-16-19

10-0454

3 LORD GUY TER

**DEBRIS** 



Lots in Ocean Pines must be maintained to prevent them from becoming unsightly. The debris in the yard must be removed immediately.

To:

Ocean Pines Board of Directors

From:

John Viola

Subject:

Request for Compliance Action

Date:

2/5/2020

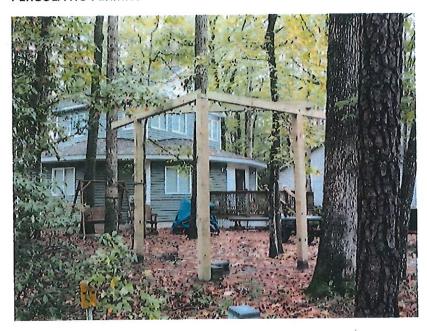
Member Name	Wayne Ro	ock	
Ocean Pines Address & Sec./Lot	84 Sandyh		
Mailing Address	611 W 10 <sup>th</sup>	Street, Wilmington, DE 19801	
Phone #(s)	302-547-28	373	
Violation	Pergola – I	No Permit	
Violation Reference	Section 20	0.4 : Outbuildings and Other Structures	
Timeline	10/22/19	Initial Inspection	
	10/22/19	1 <sup>st</sup> letter sent via regular mail	
	11/6/19	Follow-up inspection completed	
	11/6/19	2 <sup>nd</sup> letter sent certified mail : returned signed by Homeowner	
	11/16/19	Extended out by Inspector	
	12/3/19	Violation still exists ; Final Letter from ARC sent certified mail : returned signed by Homeowner	
	2/5/20	Addressed at BOD Meeting	
Member Contacted (Yes/No)	In 2 <sup>nd</sup> lette	r sent	
Member Notification of ARC Meeting	11/6/19	In 2 <sup>nd</sup> letter to member	
ARC Hearing and Results	12/3/19	Addressed at the ARC Meeting; final letter sent	
Notification to Member of BOD Meeting	12/3/19	In final letter to member	
Matters of Extenuation/Mitigation (history of violations, assessments not paid, foreclosure action, etc.)	Current on assessments		
Recommendation of Management as to Board Action	Send to O	PA attorney for action	
Board Decision			

10-22-19

02-0107

84 SANDYHOOK RD

### PERGOLA NO PERMITS



The pergola on your property requires permits from Worcester County and Ocean Pines. You must acquire these permits immediately.



### OCEAN PINES ASSOCIATION, INC.

### **Second Reading**

**DATE: January 24, 2020** 

TOPIC: Second Reading of Revised M-06, and Attachments

FOR INCLUSION IN MEETING HELD ON: February 5, 2020

**SUBMITTED BY: Steve Tuttle** 

CONCISE STATEMENT: Resolution M-06 has been revised by the Ocean Pines Election Advisory Committee to clarify two primary concerns:

1. Clarify what constitutes validation of the election results

2. To allow the Candidate Forum moderator to ask candidates questions in a random order

BACKGROUND: There has been a question raised as to when and how the election results are validated. The revisions address the question on page 7 by stating that the act of presenting the results will validate the results in accordance with the By-Laws.

See Page 7.11.a & b.

The candidates will be seated in the order in which they appear on the ballot. See Page 11, 4 b.

The sequence of selecting the order in which candidates address the questions is left to the discretion of the Committee, provided that all candidates are asked the same questions. See Page 12, d.3

### **RESOLUTION M-06**

### **ELECTIONS AND REFERENDUMS PROCEDURES**

Purpose. This Resolution establishes the procedures for the election of members to the Ocean
 Pines Association (Association) Board of Directors and voting on Association referendum issues.

### 2. Authority.

- a. Section 4.08 of the By-laws of the Association establishes the manner in which referendums are conducted.
- Section 5.02 of the By-laws establishes the manner in which individuals become Eligible
   Candidates for the Board of Directors and their names are placed on the Ballot.
- Section 5.03 of the By-laws establishes the manner in which elections to the Board of Directors are conducted.
- d. ARTICLE III of the By-laws establishes the voting rights of Association members.
- e. ARTICLE X of the By-laws gives the Board of Directors the authority to establish committees prescribed in the Charter and By-laws. Resolution C-08, Elections

  Committee, establishes additional instructions and authority for the Elections Committee.

### 3. Definitions.

- a. Ballot. A Ballot documents the choices made by voters.
- Board Liaison. A member of the Board of Directors designated by the Board to act as
  liaison between the Elections Committee and the Board.
- c. <u>Chance</u>. A game of Chance conducted by the Elections Committee Chairperson to resolve any final tie vote for a vacancy on the Board of Directors, consistent with Section 5.03 (e) By-laws.
- d. <u>Contractor</u>. A company contracted to perform services for the election and referendum process.
- Elections Committee. A Board appointed committee with the operational responsibility
  of administering the elections and referendum process.

- f. <u>Eligible Candidate</u>. An Eligible Candidate is an Association member who meets the Bylaws requirements for election to the Board of Directors and declares himself or herself to be a candidate.
- g. <u>Eligible Member</u>. An eligible member is an Association member who meets the By-laws requirements for voting in Association elections or referendums.
- h. <u>Section</u>. In this Resolution, the term "Section" refers to a section in the By-laws of the Association.
- Secretary. The Secretary is a member of the Board of Directors and officer of the Association as defined in Article VI of the By-laws.
- 4. General. Elections and referendums are conducted by the Elections Committee (Committee). The Chairperson of the Committee (Chairperson), assisted by Committee members, shall be responsible for scheduling and executing the effort required for elections and referendums. A schedule of events for an election and/or referendum shall be established and revised when necessary. The schedule shall be available to Association members. This effort shall be accomplished in a manner that supports the election and referendum process established in the By-laws. The procedures used by the Committee are contained in three attachments to this Resolution:
  - a. <u>Attachment A</u>. This attachment establishes the procedures applicable to the elections to the Board of Directors and referendums.
  - b. Attachment B. This attachment identifies those procedures for referendums that supplement the requirements of Attachment A.
  - c. Attachment C. This attachment establishes the procedures for orienting candidates for election to the Board to the election process. It also includes the procedures for Association-sponsored Candidates' Forums. This attachment supplements the requirements of Attachment A.

- Candidate Applications. The process through which members qualify for a place on the Ballot for the election of directors is contained in Section 5.02 of the By-laws.
  - a. When the list of Eligible Candidates submitted to the Committee is less than two (2) more than the vacancies to be filled, Section 5.02(e) of the By-laws directs the Board to attempt to solicit additional candidates. The Board shall announce that additional candidate applications may be submitted by those members who wish to submit their names as additional candidates for election to the Board of Directors. Only those candidates whose applications are received by the Secretary prior to the end of Association regular business hours on the third Friday of June shall be considered as eligible additional candidates.
  - b. The eligible additional candidates will be included in all of the Association election publications and materials produced by the Association prior to the end of Association regular business hours on the third Friday of June. Additional candidates shall receive from the committee the same package of election information as previously accepted candidates.
- 6. Storage of Election Materials, Records, and Voting Equipment. Election materials and voting equipment shall be stored in a manner that is accessible only to the Committee as well as those Association staff personnel designated by the General Manager. The General Manager is responsible for making suitable storage space available.
- 7. <u>Elections Report</u>. The Chairperson shall submit to the Board of Directors, within thirty (30) days of any voting by Ballot, a written report, which includes the following:
  - a. Detailed results of the voting.
  - Problems encountered with the tabulating and reporting system and any assistance required.
  - c. A summary of Committee activities during the reporting period and any recommendations for improving the election or referendum process.

- d. Recommendations, if any, for the calendar of events for the next election if the Balloting was for the election of directors.
- e. Comments on the capabilities of the Contractor used and a recommendation regarding future use of the Contractor or suggested alternatives.

Effective Date:		
Approved by the Board of D	Directors on:	
President:	Attest:	Secretary
Review History:		
General Manager:	Date:	
Legal:	Date:	
By-laws & Resolutions Adv	. Committee:	Date:

### ATTACHMENT A

### ELECTIONS AND REFERENDUMS VOTING PROCEDURES

- Purpose. This Attachment establishes the procedures for the election of members to the Board of Directors and/or voting on referendum issues by members of the Association.
- Voting by Mail. The voting for directors and on issues submitted to a referendum is conducted by mail-in Ballots.
  - a. Only a single voting package is sent for each lot or unit eligible to vote. This applies to all joint owners of a lot or unit, including co-tenants, joint tenants and tenants by the entireties.
  - b. The voting package shall be addressed to all owners of record at the billing address used for the Association annual assessment mailing.
- 3. <u>Voting Deadline</u>. The deadline for returning Ballot envelopes for the election of directors, and for referendum issues being voted on at the same time as same Board election, shall be prior to the end of Association regular business hours on the Wednesday before the annual meeting of the members in August.
  - a. The annual meeting is held on the second Saturday in August of each year. The deadline for any other referendum vote will be established by the Committee.
- 4. Elections Materials. The By-laws (Section 4.04) require that the Secretary send a notice of the Annual Meeting to all Members, and Election materials to all Eligible Members. The Committee, with the Secretary, shall prepare the notice of the Annual Meeting and elections materials. This includes, but is not limited to:
  - a. Establishing the information required to be on the Ballot for both Board elections and/or referendums. Separate Ballots shall be used for the election of directors and referendum issues when both are being voted on at the same time. Ballots shall be suitable for counting using the tabulating and reporting system.
  - b. Ballots for the election of directors will not make provision for write-in candidates.

- c. Other materials that may be included in the voting package:
  - i. For a Board election, each candidate will provide a written informational/biographical statement not to exceed two hundred (200) words to be included in the voting package. To be included in the election materials, candidates must submit their statements in hard copy and electronically as a Microsoft Word format or PDF file.
  - ii. Proxies, when included in voting packages, shall comply with Section 3.03 of the By-laws. Directed proxies shall be used for voting on issues included in the meeting notice. Only those proxy forms approved by vote of the Board of Directors are valid.
  - iii. Proxy forms for establishing a quorum, once approved by the Board of Directors, do not require re-approval for subsequent elections.
  - iv. The voting package shall include the Ballot and instructions that indicate the marking and return of Ballots, and the date and time when Ballots must be received.
  - v. The voting package shall include instructions on how to obtain a duplicate Ballot.
  - vi. The voting package shall include an elections telephone number through which Association members may communicate with the Committee.
- d. The Committee shall approve all materials for inclusion in voting packages that have been prepared by the Contractor. Copies shall be retained by the Committee for one (1) year.
- 5. Elections Contractor. The Association will employ an independent Contractor, via a written contract, to provide services during the election and/or referendum processes. The written contract shall be approved by the Elections Committee and signed by the Association General Manager or Association Board President. The Committee shall be responsible for supervising the performance of these services in a manner that supports the election or referendum process. If

there are delays or events that may have an adverse effect on the election process, the Board Liaison shall be promptly notified.

### 6. Balloting Process.

- a. The Committee shall submit election materials to the Secretary no later than the first Friday in July, prior to the end of Association regular business hours [Section 5.03(b) of the By-laws].
- b. The Chairperson shall be responsible for delivering to the Contractor the information necessary to mail voting packages to eligible members. This information shall be obtained from the Association's Assessments and Membership Office. The information shall be in a form that supports the mailing of Ballots to a member who owns multiple properties. The Committee shall retain a copy of the mailing information delivered to the Contractor.
- c. The Secretary, assisted by the Chairperson, is responsible for ensuring that voting packages are timely mailed by the Contractor in accordance with Section 5.03(b) of the By-laws for elections of directors and referendum issues in the same election and Section 4.08(b) of the By-laws for referendum issues only.
- d. An elections telephone number shall be established through which Association members may communicate to the Committee their questions or concerns about the election or referendum process. The Committee shall maintain a log of communications received and actions taken.
- 7. Receipt of Ballots by Contractor. The Contractor shall open all envelopes returned by the deadline and separate the Ballots from the envelopes, except for those marked as duplicate (see paragraph 8. below). Ballots shall be stored in a manner that prevents identification of the Ballot to the envelope in which it was returned. Envelopes marked as duplicate shall be delivered to the Committee, unopened and separate from other Ballots, when Ballots and opened envelopes are delivered to the Committee after the deadline for return of Ballots.

- a. At the time designated as the deadline for return of Ballots, the Contractor shall make a final collection of Ballot envelopes and prepare all Ballots for return to the Committee.
- b. Ballot envelopes returned after the deadline, or in envelopes other than those provided in the voting package, will not be opened or counted toward any vote. These late envelopes shall be date-stamped by the Contractor, bundled separately, and delivered to the Committee.
- c. The Committee may establish secure boxes at Association facilities where Ballot envelopes may be deposited without the need for return mailing. These Ballot envelopes shall be collected by the Contractor.
- 8. <u>Issues Requiring a Duplicate Ballot</u>. Reports that a voting package has not been received shall be promptly addressed by the Committee. If warranted, a duplicate voting package shall be mailed to the member by first class mail or signed for at the Association's administrative office. The return envelope shall be marked to indicate that it is a duplicate. A record of the duplicate voting packages, whether mailed or picked up by the member, shall be maintained by the Committee for one (1) year.
- 9. Counting Ballots. It is the responsibility of the Committee to count the Ballots. The Ballot counting operation may be observed by any Association Member. Association Members may witness the Ballot counting process but will not be privy to vote totals during the counting process nor engage in any way with the Ballot counting process, Elections Committee, consultants or Association staff. The Ballot counting will be conducted in a room of sufficient size to accommodate the process and Association Members wishing to observe the count. The Committee may request the assistance of a computer consultant and designated Association staff.
  - a. A tabulating and reporting system shall be used to count Ballots.
  - b. Prior to Ballot counting, the Committee shall verify that an original mailing Ballot has not been received that matches the property of a duplicate Ballot. If there is no match, the

- duplicate envelope is opened and the Ballot included with those to be counted. If there is a match, the duplicate envelope remains unopened and the Ballot is rejected.
- c. In the event the tabulating and reporting system fails, a manual count shall be performed under the direction of the Chairperson. Ballots rejected by the system shall also be manually counted. When Ballots are manually counted, only those on which the members' choices are clearly indicated shall be included in the results.
- d. Ballots shall be voided for the following reasons:
  - i. There are votes for more Board candidates than vacancies.
  - ii. The use of an improper Ballot return envelope.
  - iii. The Ballot is not marked.
  - iv. Extraneous or non-relevant markings on the Ballot.
- e. Two original copies of the final vote count shall be prepared and certified (signed and dated) by the Chairperson. The final vote count will be attested to by the Elections

  Committee members present. Upon attestation of the final vote count, the results will be announced, emailed to the Board of Directors, emailed to all candidates, and posted on the Ocean Pines Association website.
- f. Ballots shall be bundled and placed in a secure container with bundles of Ballots not counted clearly identified. Ballots and return envelopes shall be retained for one (1) year from the announcement of the election or referendum results.
- 10. <u>Voting at Meetings of Members of the Association</u>. The Committee shall tally the votes at meetings of members in accordance with Section 3.05 of the By-laws and report the results to the Presiding Officer at the Annual Meeting.
- 11. Presentation of Voting Results at the Association Annual Meeting.
  - a. At the Annual Meeting, the Elections Committee Chairperson or designated committee member shall present in person the results for the election of directors and any referendum issue on the Ballot. A copy of the certified results shall be included in the

- minutes of the Annual Meeting. The act of presenting the election results will accomplish the validation required by By-laws 4.02(a).
- b. If the Annual Meeting is not held for lack of a quorum or other reasons, the results of the election of directors shall be presented in person by the Elections Committee Chairperson or designee to the Board of Directors [Section 4.02(b)]. The act of presenting the election results will accomplish the validation required by By-laws 4.02(a).
- c. A candidate may request a recount at the annual meeting. The Board is responsible for resolving any request for a recount [Section 5.03(e) By-laws].
- 12. <u>Tie Votes</u>. A tie vote for a vacancy on the Board of Directors is to be resolved by Chance [Section 5.03(e) of the By-laws]. The method of Chance used is as follows and shall be conducted by the Chairperson:
  - a. One suit from a standard deck of cards, excluding jokers, shall be selected.
  - b. The cards in the suit shall be shuffled and displayed by the Chairperson such that the tied candidates are unable to see the face of the cards.
  - c. Each of the tied candidates shall select one (1) card.
  - d. The candidate with the high card wins. Ace is high with the remaining cards descending down through deuce.

### ATTACHMENT B

### **REFERENDUMS**

- 1. Purpose. This Attachment establishes Committee procedures for voting on referendum issues.
- General. Section 4.08 describes the manner in which an issue proceeds to a decision in a
  referendum. This Attachment identifies those parts of the referendum process that are in addition
  to the election process in Attachment A.
- 3. <u>Election Materials</u>. It is the responsibility of the Board of Directors to provide the Committee with information for referendums as specified in Sections 4.08 a and b.
  - a. Board-initiated referendum. The statement of the Board of the action to be voted on shall be expressed in a manner that permits a vote of YES or NO. If the statement from the Board is not expressed in this manner, it shall be returned to the Board for action.
  - b. Referendum Initiated by Petition. The proposal, from the petition, to be placed on the Ballot must be expressed in a manner that permits a vote of YES or NO. If it is not expressed in this manner, the petition shall be returned to the Board for action.
- 4. Mailing and Return Dates. When a referendum is not included in the materials for an election of directors, the dates for mailing referendum materials and the voting deadline shall be in compliance with the By-laws provisions for establishing member eligibility [Section 3.01 (c) of the By-laws] and referendum Ballot mailing [Section 4.08(b) of the By-laws]. The voting deadline date and Ballot counting date shall be determined by the Committee.
- 5. <u>Voting Results</u>. If there is no meeting of members or Board meeting, the agenda of which includes announcement of referendum results, the results shall be announced in accordance with direction from the Board. Prior to any announcement, the Chairperson shall certify the results in writing to the President.

### ATTACHMENT C

### CANDIDATES FOR ELECTION TO THE BOARD OF DIRECTORS

 Purpose. This Attachment establishes the procedures followed by the Committee in the preparation for, and conduct of, election events directly involving candidates.

### 2. General.

- a. The Committee is responsible for scheduling Candidates' Forums to occur before the mailing of voting packages for Association members.
- b. The Committee will work with designated Association staff in obtaining and publishing information about the Candidates and the Candidates' Forums.

### 3. Information for Candidates.

- a. Upon receipt of the list of Eligible Candidates [Section 5.02(d)] from the Secretary, the
   Committee shall provide to each candidate:
  - i. A schedule of important dates relating to the election.
  - ii. A request for the following to be included in the Ocean Pines Association Board of Directors Election Edition:
    - A two hundred (200) word informational/biographical statement for serving on the Association Board in a Microsoft Word electronic format or PDF format.
    - Answers to three (3) questions provided to the candidates by the
       Elections Committee. Answers shall be limited to two hundred (200)
       words maximum per question and provided in a Microsoft Word format
       or PDF format.
    - A request that the candidates arrange to have a photograph taken by the Association staff.
  - iii. A copy of Resolution M-06 Election and Referendum Procedures.
  - iv. Excerpts from ARC Guidelines regarding sign regulations.

- b. Within ten (10) days of receipt of the list of Eligible Candidates the Committee shall meet with the candidates or their representatives for the following purposes:
  - Answer any questions the candidates may have concerning the election process and Candidates' Forums.
  - ii. Conduct a blind draw that determines the position of the candidates on the Ballot and seating position at Candidates' Forums.
    - Candidates shall draw numbered slips. Number one (1) shall be the first
      position on the Ballot, number two (2) the next position, and so on
      through the full list of candidates.
    - 2. Seating of candidates at the forum will be in Ballot order.
  - iii. Each candidate shall be asked to specify how he or she wants his or her name to appear on the Ballot, including its spelling.
  - Each candidate shall be asked to specify a phone number and e-mail address for publication in Association media.
  - v. Additional candidates [Section 5.02(e)], if any, shall be placed on the Ballot below the prior list of Eligible Candidates [Section 5.02(d)] in the order their applications were received by the Secretary. Additional candidates, if participating in the Candidates' Forums, shall be seated in positions following the previously identified Eligible Candidates in the order their applications were received by the Secretary.
- 4. <u>Candidates' Forums</u>. The Committee shall organize, conduct, and supervise the Association-sponsored candidates' forums. Each forum shall be at an appropriate location, with ample seating, within Ocean Pines.
  - a. <u>Chairperson</u>. The Chairperson shall conduct the candidates' forums. It is the responsibility of the Chairperson to coordinate room setup and other necessary facilities and equipment with Association staff designated by the General Manager.

- b. Candidate Seating. Seating of candidates at the forum will be in Ballot order.
- c. Opening Statement. Each candidate may make an opening statement limited to three (3) minutes. Statements shall begin with the candidate seated in the first position.

### d. Candidate Questions.

- i. The Committee shall develop questions to ask the candidates. The number of questions asked, including those from member attendees, shall at least equal the number of candidates. The Chairperson may set aside a period of time in which the Candidates have equal opportunity to question each other.
- ii. The Committee shall announce in Association media that questions from members are being accepted either on the elections telephone number or an email address designated in the announcement. These questions will be asked of the candidates as time permits.
- iii. The order in which the candidates are called to address the questions is left to the discretion of the Committee, provided that all candidates are asked the same questions.
- iv. Question responses shall be limited to two (2) minutes.
- e. <u>Closing Statement</u>. At the conclusion of questioning, each candidate may make a closing statement limited to three (3) minutes in the same order as the opening statement.
- f. <u>Timekeepers</u>. Prior to the start of the forums, the Chairperson shall appoint one or more timekeepers to time the opening and closing statements and the question responses. The candidates will be advised of how they will be signaled when thirty (30) seconds remain in their allotted time. The candidates may not reserve or accumulate time allotted for question responses or opening and closing statements.



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

**DATE: January 15, 2020** 

TOPIC: Process for Earmarking Projects for the New Capital Reserve Fund

FOR INCLUSION IN MEETING HELD ON: February 5, 2020

SUBMITTED BY: Colette Horn

TOPIC: Process for Earmarking Projects for the New Capital Reserve Fund

CONCISE STATEMENT: When the authority for establish a New Capital Fund was approved by the Board, there was no decision as to how to ensure that future spending on capital items or projects earmarked for funding through the New Capital Reserve Fund be authorized.

BACKGROUND: During the November 2, 2019 Regular Meeting the Board approved revisions to Resolution F-03 to include a New Capital Reserve Fund. During the current Board Budget Hearing the concern arose regarding how to ensure that new capital items or projects that are used to justify accumulation of funds for the New Capital Reserve Fund are approved to be expensed in a future budget cycle after the funds necessary to cover the cost are accumulated. It has been proposed that such projects be approved via motion for them to be approved for inclusion in a future budget pending accumulation of the necessary funds in the Capital Reserve Fund. This discussion topic is meant to provide the Board the opportunity to consider options for ensuring that New Capital Projects that are considered in one budget cycle are approved for completion in a subsequent budget cycle.



# OCEAN PINES ASSOCIATION, INC. PROPOSED MOTION

DATE: 1/22/20 TOPIC: County Request for Change at Public Library FOR INCLUSION IN MEETING HELD ON: February 5, 2020 SUBMITTED BY: Doug Parks SECOND BY:					
MOTION: Move to approve the request by Worcester County to occupy an office at the Public					
Library for Treasury operations					
<b>PURPOSE AND EFFECT:</b> The change will allow the County to move part of its operation from the building at the Isle of Wight location to an office in the Ocean Pines Public Library.					
BACKGROUND: in 1997 OPA and the County entered into an agreement for a 99-year lease of the OPA-owned property to be used specifically for a Public Library. The County built and owns the building and is responsible for all upkeep and administrative support of the facility. Terms and conditions in the lease allow for a change to be made, however the change must be requested by the County and OPA has the full authority to approve or deny the request. The County has made the required formal request and the Library Board is in full support of allocating an office for use by the County.					
MOTION OUTCOME: PASSED:FAILED:					
DIRECTORS IN FAVOR: DIRECTORS OPPOSED: DIRECTORS ABSTAINED:					



# OCEAN PINES ASSOCIATION, INC. PROPOSED MOTION

DATE: 1/24/20 TOPIC: Establish Interest Rate for Delinquent Fees FOR INCLUSION IN MEETING HELD ON: February 5, 2020 SUBMITTED BY: Doug Parks SECOND BY:					
MOTION: Move to establish a 6% interest rate for delinquent fees for the fiscal 2020/2021 budget.					
<b>PURPOSE AND EFFECT:</b> The establishment of an interest rate for delinquent fees is required in section 12(D) of the Declarations of Restriction.					
BACKGROUND: This action is required on an annual basis per our governing documents.					
MOTION OUTCOME: PASSED:	FAILED:				
DIRECTORS IN FAVOR:	DIRECTORS OPPOSED:	DIRECTORS ABSTAINED:			



# OCEAN PINES ASSOCIATION, INC. PROPOSED MOTION

DATE: 1/29/20						
TOPIC: To Approve the Craft Building Lease						
FOR INCLUSION IN MEETING HELD	50 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					
SUBMITTED BY: Larry Perrone	SECOND BY:	<del></del>				
MOTION: to approve the lease of the Craft Building by the Pin'eer Crafters Club at a rate of \$3300 annual rent (depreciation \$2900 + utilities) minus donations made to OPA by the Club .						
PURPOSE AND EFFECT: To enter into a lease agreement of the Craft Building with the Pin'eer Craft Club as approved via Board Motion on February 16, 2019						
BACKGROUND: Click or tap here to enter text.						
DISCUSSION:						
MOTION OUTCOME: PASSED:	FAILED:					
DIRECTORS IN FAVOR:	DIRECTORS OPPOSED:	DIRECTORS ABSTAINED:				
		,				
		e e				
		1				

### COMMERCIAL LEASE AGREEMENT

This Lease ("Lease"), made this _	day of _		2020 (the	"Effective
Date"), by and between, Ocean Pines Assoc	iation, Inc., a S	State of Maryland	d Corporat	ion, having
an address at 239 Ocean Parkway, Berlin, M	ID 21811 (the	"Landlord"), an	d Pine'eer	Craft Club
(the "Tenant"). Landlord and Tenant are al	lso sometimes	referred to herei	n, collecti	vely, as the
"Parties," or individually as a "Party".				•

THAT FOR AND IN CONSIDERATION of these presents and rent and other covenants hereafter set forth, the Landlord hereby lets and demises the land and improvements hereinafter referred unto Tenant upon the following terms, conditions and covenants; and THE PARTIES HERETO DO HEREBY COVENANT AS FOLLOWS:

- 1. <u>Demised Premises</u>: The property demised is described as follows: that real property known as the Ocean Pines White Horse Park Craft Building as more particularly set forth on Exhibit 1. The premises will be used solely by Tenant as a craft shop and related business purposes. No other use will be made of the premises.
- 2. <u>Term</u>: The term of this Lease shall be for a period of ten (10) years, beginning on January 1, 2020, and ending on December 31, 2029. "Lease year" as used herein shall mean the twelve-month period from January 1 to December 31, with the first Lease Year being January 1, 2020 December 31, 2020. Time shall be of the essence to this Lease as to all things required of Tenant hereunder.
  - 3. Rent: Tenant shall pay rent to Landlord for the Demised Premises as follows:
    - a. **BASE RENT**: The annual base rent shall be due and payable on the 15<sup>th</sup> day of December in each Lease Year, with the first payment being due and payable on December 15, 2020. The annual base rent shall be Three Thousand Seven Hundred Ninety-Two Dollars (\$3,300.00) ("Base Rent").
    - b. **RENT DEDUCTION**: The Annual Base Rent shall be deducted by the total amount of Tenant's donations to the Ocean Pines Association, Inc. for the previous calendar year ("**Rent Deduction**"). The amount of Rent Deduction shall be verified by Landlord.
- 4. <u>Breach</u>: It is further agreed that if the rent is ten (10) days in arrears, Landlord shall have the right to distrain for the same and to re-enter and take possession of the Demised Premises as if the lease never existed; and if Tenant shall violate the foregoing covenants on their part made, Landlord shall have the right, without formal notice, to re-enter and take possession of the Demised Premises. If Landlord is entitled to re-entry and repossession hereunder, Tenant waives any rights it may have to any service of process, defenses or right of occupancy. In the event of re-entry and repossession as set forth herein, all unpaid lease amounts shall become due and owing without demand.

- 5. **Option to Renew**: The Tenant shall have no automatic right to renew this Lease.
- 6. **No Sublease/Assignment**: Tenant shall not assign or sublet the Demised Premises, or any portion thereof, at any time during the duration of this Lease, without first obtaining the written consent of Landlord.

### 7. Use of Premises:

- a. Tenant shall only use the Demised Premises during the term of this Lease to conduct the business of a craft shop and for no other purpose whatsoever without first obtaining the written consent of Landlord.
- b. Tenant shall not sell any items which Landlord deems to be inconsistent with the objectives and/or policies of Landlord, and the Landlord's determination shall be final.
- c. Tenant shall not make any unlawful, improper or offensive use of the Demised Premises. Tenant shall not commit any strip or waste of the Demised Premises. Tenant shall not permit any objectionable noise or odor to escape or to be emitted from the Demised Premises or do anything or permit anything to be done upon or about the Demised Premises in any way tending to create a nuisance.
- d. Landlord shall print the hours and dates of operation for Tenant's craft shop in the appropriate issues of the Ocean Pines Report and on Channel 78.

### 8. Repairs and Improvements:

- a. Except as otherwise provided herein, Landlord shall maintain the Demised Premises in good condition and repair, but Landlord shall not be required to make any alterations, additions or improvements to or upon the Demised Premises during the term of this Lease.
- b. Tenant shall clean and maintain the interior of the Demised Premises, including, but not limited to, all windows, screens, doors, and interior walls.
- c. Tenant shall not make any alterations, additions, or improvements to or upon the Demised Premises without the prior written consent of Landlord. All partitions, plumbing, electrical wiring, additions to or improvements upon the Demised Premises, whether installed by Landlord or Tenant, shall be and become a part of the building and the Demised Premises of Landlord as soon as installed unless otherwise herein provided.

- 9. <u>Landlord's Right of Entry</u>: Landlord, his agents, and/or representatives, reserve the right at any reasonable time to enter into or upon the Demised Premises for the purpose of examining the condition thereof, or any other lawful purpose.
- 10. Fire or Other Casualty to Premises; Duty to Repair: In the event of the destruction of the Demised Premises by fire or other casualty, either Party hereto may terminate this Lease as of the date of said fire or casualty, provided, however, that in the event of damage to said building by fire or other casualty to the extent of fifty percent (50%) of more of the sound value of said building, Landlord may or may not elect to repair said building. Written notice of Landlord's election shall be given to Tenant within fifteen (15) days after the occurrence of said damage, if said notice is not so given, Landlord conclusively shall be deemed to have elected not to repair. If Landlord elects not to repair said building, then and in that event this Lease shall terminate with the date of said damage, but if the building in which the Demised Premises are located be but partially destroyed (less than 50%) and the damage so occasioned shall not amount to the extent indicated above, or if greater than said extent and Landlord elects to repair, as aforesaid, then Landlord shall repair said building with all convenient speed and shall have the right to take possession of and occupy, to the exclusion of Tenant, all or any part of said building in order to make the necessary repairs, and Tenant hereby agrees to vacate upon request, all or any part of said building which Landlord may require for the purpose of making necessary repairs. For the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent as the nature of the injury or damage and its interference with the occupancy of said Demised Premises by said Tenant shall warrant; however, if the Demised Premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the Demised Premises by Tenant, then there shall be no abatement of rent and the Landlord shall repair said damage with all convenient speed.
- 11. Indemnification: Tenant shall indemnify Landlord and shall hold Landlord harmless from any and all losses, damage, liabilities and expenses which may arise or be claimed against Landlord and be in favor of any person, firm or corporation for any injuries or damages to the person, firm or corporation, consequent upon or arising from the use or occupancy of said premises by Tenant or consequent upon or arising from any acts, omissions, neglect or fault of Tenant (his agents, servants, employees, licensees, customers or invitees) or consequent upon or arising from the use or occupancy of said premises by Tenant or consequent upon or arising from any acts, omissions, neglect or fault of Tenant (his agents, servants, employees, licensees, customers or invitees) or consequent upon or arising upon Tenant's failure to comply with the aforesaid laws, statutes, ordinances or regulations; that Landlord shall not be liable to Tenant for any damage, losses or injuries to the person or property of Tenant which may be caused by the acts, neglect, omissions, or faults of any person, firm or corporation and that Tenant will indemnify and keep harmless Landlord from any damages, liabilities, losses, injuries or expenses which may arise or be claimed against Landlord and be in favor of any person, firm or corporation, for any injuries or damages arose about or upon said premises. Tenant further agrees to carry a policy of Liability Insurance in such amounts and upon such terms and conditions and with such companies as Landlord may approve on the premises hereby demised.

Landlord shall be identified as an additional insured on such policies and Tenant shall furnish Landlord with evidence of such insurance. Landlord's determination with respect to Tenant's liability for insurance shall be final.

12. <u>Subordination and Estoppel Certificates</u>: At the option of Landlord or any mortgagee of Landlord, this Lease and Tenant's interest hereunder shall be subject and subordinate to any mortgage, deed of trust, ground or underlying leases or any method of financing or refinancing now or hereafter placed against the land, and/or leased premises, now or hereafter built or to be built by Tenant; and to all renewals modifications, replacements, consolidations and extensions thereof.

If the holder of record of the first mortgage covering the leased premises shall have given prior written notice to Tenant that it is the holder of said first mortgage and that such notice includes the address at which notices to such mortgagee are to be sent, the Tenant agrees to give to the holder of record of such first mortgage notice simultaneously with any notice given to Landlord to correct any default of Landlord as hereinabove provided, and agrees that the holder of record of such first mortgage shall have the right, within sixty (60) days after such default before Tenant may take any action under this Lease by reason of such default. Tenant shall provide such estoppel certificates and further assurances of this Lease as may be requested by Landlord.

- 13. <u>Attornment</u>: Tenant shall in the event of sale or assignment of Landlord's interest in the building or leased premises, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the leased premises, attorn to the purchaser or foreclosing mortgagee as Landlord under this Lease. Tenant shall exercise such other and further assurances of this provision as requested by Landlord.
- 14. <u>Force Majeure</u>: Landlord shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, storm, flood, fire or other casualty, inability to obtain any material, services or financing or through acts of God.
- 15. <u>Preparation</u>: This Lease was prepared by Landlord but shall not be interpreted more strictly against either Party. Tenant agrees that Tenant has had sufficient time to review the Lease and seek legal counsel thereon.
- 17. <u>Attorney's Fees</u>: Tenant agrees to pay all costs and expenses of collection and reasonable attorney's fees incurred by Landlord with regard to enforcement of this Lease or any term hereof as additional rent. Tenant further agrees to pay any and all costs incurred by Landlord in the exercise of any rights hereunder, including without limitation, Court costs,

attorneys' fees, expenses, losses, discounts, locksmith charges, cleaning charges, repairs or any other costs incurred by Landlord on account of Tenant's violation as additional rent.

- 18. WAIVER OF TRIAL BY JURY, Governing Law and Forum. THE PARTIES JOINTLY AND SEVERALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE. THIS WAIVER IS MADE KNOWINGLY, WILLINGLY, AND VOLUNTARILY BY THE PARTIES. This Lease and all matters arising out of or relating to this Lease, are governed by, and construed in accordance with, the laws of the State of Maryland. Any legal proceedings arising out of or relating to this Lease shall be held in the District or Circuit Courts of Worcester County, Maryland.
- 19. <u>Rules</u>: Landlord may from time to time impose rules upon Tenants in the building which shall be enforceable as covenants of this Lease. Such rules may not, however, change any material provision of this Lease. Tenant hereby agrees to faithfully abide with any such rules adopted by Landlord in good faith. A violation of a rule shall constitute a breach hereof
- 20. <u>Personal Property</u>: All personal property and Tenant's improvements placed or moved in the premises above described shall be at the risk of the Tenant or the owner thereof. Landlord shall not be liable to Tenant for any damage to said personal property or Tenant's improvements or to Tenant, arising from the bursting or leaking of water pipes or discharge of the sprinkler system or from any act of negligence of any occupants of the building or of any person whatsoever.
- 21. <u>Notices</u>: It is understood and agreed between the Parties hereto that written notice addressed to Tenant and mailed certified or registered mail, whether receipt is acknowledged or not, or delivered to the premises leased hereunder shall constitute sufficient notice to the Tenant and written notice addressed to Landlord and delivered to Landlord at his address as shown in the preamble hereof, or such other address as he may designate in writing to Tenant, provided that Landlord must actually receive notice, shall constitute sufficient notice to the Landlord, to comply with the terms of this Lease.
- 22. <u>Waiver</u>: No waiver of any condition or covenant of this Lease by Landlord shall be deemed to imply or constitute a further waiver by Landlord of any other condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. Acceptance by Landlord of past due rent shall in no way constitute waiver or release of any provision hereof.
- 23. <u>Bankruptcy</u>, <u>Attachment</u>, <u>Default</u>: If Tenant shall be adjudicated as bankrupt or an insolvent or take the benefit of any Federal reorganization or composition proceeding or make a general assignment or take the benefit of any insolvency law, or if Tenant's leasehold interest under this Lease shall be sold under any execution or process of law, or if a trustee in bankruptcy or a receiver by appointed or elected or had for Tenant (whether under Federal or State Laws), or if said premises shall be abandoned or deserted, or if Tenant shall fail to perform any of the covenants or conditions of this Lease on Tenant's part to be performed, or if this Lease or the

term hereof be transferred or pass to or devolve upon any person, firm, officer or corporation other than Tenant, then and in any of such events this lease and the term of this Lease, at Landlord's option, shall expire and end five (5) days after Landlord shall give Tenant written notice (in the manner hereinabove provided) of such act, condition or default, and Tenant hereby agrees immediately then to quit and surrender said premises to Landlord; but this shall not impair nor affect Landlord's right to maintain summary proceedings for the recovery of the possession of the demised premises in all cases provided for by law. If the term of this Lease shall be so terminated, Landlord may immediately or at any time thereafter re-enter or repossess the premises and remove all persons and property therefrom without being liable for trespass or damages.

- 24. **Surrender**: Tenant agrees, upon the termination hereof, to quietly surrender the premises unto Landlord in good condition in which the premises were at the commencement hereof, normal wear and tear excepted and in broom clean condition.
- 25. Written Agreement: This Lease contains the entire understanding of the Parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein and it may be modified only by an agreement in writing signed and sealed by Landlord and Tenant. All prior or contemporaneous understandings and agreements between the Parties retained to the subject matter of this Lease are merged into this Lease. If any provision herein is found to be void or unenforceable, the remaining provisions shall continue in full force and effect. This Lease shall be binding upon the successors or permitted assigns of the Landlord and Tenant. No surrender of the Demised Premises or of the remainder of the term of this Lease shall be valid unless accepted by Landlord and Tenant.
- 26. <u>Successors and Assigns</u>: This Lease and all provisions, covenants and conditions thereof shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the Parties hereto, except that no person, firm, corporation or court officer holding under or through Tenant in violation of any of the terms, provisions or conditions of this Lease shall have any right, interest or equity in or to this Lease, the term of this Lease or the premises covered by this Lease.
- 27. <u>Headings and Terms</u>. The headings and the various paragraphs of this Lease have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. The term "Tenant" when used in this Lease, shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, combination organization or any other person or entity and shall be deemed to include heirs, personal representatives, successors and assigns. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Lease, all as of the day and year first herein written.

LANDLORD:		
WITNESS/ATTEST	OCEAN PINES ASSOCIATION, INC., A STATE OF MARYLAND CORPORATION	
	By: Name: John Viola Title: General Manager	(Seal)
TENANT:		
WITNESS/ATTEST	PINE'EER CRAFT CLUB	
	By: Name:	(Seal)
	Title:	

1. Name of Applicant: John A. Reeves		
2. Address: 18 FISHING C	REEK LAN C	
3. Email: John Reeves 39 (	a GMAIL, COM	
4. Telephone: 20/39405/6 Property Owner for (years) 5. Committee in which you would like to be involved:		
	Re-Appointment	
Architectural Review	Re-Appointment	
Budget & Finance By-Laws & Resolutions	Re-Appointment Re-Appointment	
Clubs	Re-Appointment	
Elections	Re-Appointment	
Environment & Natural Assets	Re-Appointment	
Golf	Re-Appointment	
Recreation & Parks	Re-Appointment	
Communications	Re-Appointment	
Strategic planning	Re-Appointment	
Search Marine Activities	Re-Appointment Re-Appointment	
Other	Re-Appointment	
Future Term: (1st) 2nd 3rd ~ Term will expire: 563 6. Why do you want to be on this Committee? ACJUATICS IS AN IMPORTANT PART OF MY BACKER ROUND		
7. What knowledge/input can you offer to this Committee?  AS ALIFEGWARD & POOL MNG.		
FOR 25 4 WS - HAD SLS WS 4 WS 17 Signature Oli a. Reeses . Date 8,420/019		
1st Endorsement from Committee Chairperson: Comment: Discontinuo Date 114 2020		
2nd Endorsement from Board Liaison to Committee:  Comment:		
Signature	Date	
Board Action:	Date:	
President's Signature	 Date	

1. Name of Applicant: ENON HEN	1. Name of Applicant: ELLON HENCH		
2. Address: 51 High Shorist R.			
3. Email: EManset 19490	Gmail.com		
4. Telephone: 410-208-9544	Property Owner for(years)		
5. Committee in which you would like to be involved.  Aquatics Architectural Review Budget & Finance By-Laws & Resolutions Clubs Elections Environmental & Natural Assets Recreation & Parks Communications Comprehensive Planning Search Marine Activity Tennis Other  Term: 1st 2nd 3rd ~ Term will expire: 2 6. Why do you want to be on this Committee?  Mem Net Fo Rouges 7. What knowledge/input can you after to this Committee? Signature	Re-Appointment Re-App		
1st Endorsement from Committee Chaliperson: Acadealy acks Comment: CULO 15 Unthus 12840 and Feally acks AGUATC KNOWLEDGE HOWEVER WANTS FOLIAM & WE WA Signature to teach how! Ranges Date 11412020			
2nd Endorsement from Board Liaison to Committe Comment:	ee:		
Signature	Date		
Board Action:	Date:		
President's Signature	Date		

1. Name of Applicant: Kin Mereking	5
2. Address: 6 Heron Jole	Ct Derlin, MD 21811
3. Email: Meekings 22 @ grant.	COH
4. Telephone: 410 596 7515	Property Owner for 2.5 (years)
<ol> <li>Committee in which you would like to be inv</li> <li>Aquatics</li> </ol>	Re-Appointment
Architectural Review	Re-Appointment
Budget & Finance By-Laws & Resolutions	Re-Appointment Re-Appointment
Clubs	Re-Appointment
Elections	Re-Appointment
Environment & Natural Assets	Re-Appointment Re-Appointment Re-Appointment
Golf	Re-Appointment
Recreation & Parks	Re-Appointment
Cómmunications	Re-Appointment
Strategic planning	Re-Appointment
Search Marine Activities	Re-Appointment
Other	Re-Appointment Re-Appointment
	a la
Future Term: (1st) 2nd 3rd ~ Term will expire:	15/23
6. Why do you want to be on this Committee?	tember in the simpler. As
some one who attends classes I wa	
7. What knowledge/input can you offer to this	
Feedback from the Member sh	ip a ideas for improvement committee
	11/2/19 1/15/2020
Signature	Date
1st Endorsement from Committee Chairperson:	0000
Comment: RIM IS a Darrapan	& of OP Aquatic Classes
and would very much like &	UXanus:1115/2020
Signature KOMNUS	Date
2nd Endorsement from Board Liaison to Commi	ittee:
Comment:	illoc.
Signature	Date
Board Action:	Date:
President's Signature	Date

1. Name of Applicant: PAUL FOHNER		
2. Address: 54 GRAND PORT RD.		
3. Email: PAUL FOHNER @ MSN. COM	· M	
4. Telephone: 40 - 507 - 953/ 5. Committee in which you would like to be involved.  Aquatics Architectural Review Budget & Finance By-Laws & Resolutions Clubs Elections Environment & Natural Assets Golf Recreation & Parks Communications Strategic planning Search Marine Activities Other  Future Term: 1st 2nd 3rd ~ Term will expire: 10/6 6. Why do you want to be on this Committee?  7. What knowledge/input can you offer to this Cor	Property Owner for	
1st Endorsement from Committee Chairperson:  Comment:  Signature  1/17/20  Date		
2nd Endorsement from Board Liaison to Committee:		
Comment: Signature	1-15-2020 Date	
Board Action:	Date:	
President's Signature	Date	

Name of Applicant:		
2. Address: 25 Heron Isle Ct.		
Email: _maziuk@mediacombb.net		
4. Telephone: 832-527-3211  5. Committee in which you would like to be involved Aquatics Architectural Review Budget & Finance By-Laws & Resolutions Clubs Elections X Environment & Natural Assets Golf Recreation & Parks Communications Strategic planning Search Marine Activities Other	Re-Appointment	
Impending Term: (1st) 2nd 3rd ~ Term will expire: 253 6. Why do you want to be on this Committee? I have experience in environmental chemistry especially 7. What knowledge/input can you offer to this Committee? Very experienced in water environmental chemistry especially		
Worked with the USEPA, WEF, and many other organizations. Please visit my website www.johnmaziuk.com for info.		
Signature	01/15/2020 Date	
1st Endorsement from Committee Chairperson: Comment: Signature  1/17 2 0 Date		
2nd Endorsement from Board Liaison to Committee:		
Comment: 1:-15.2020		
Signature	Date	
Board Action:	Date:	
President's Signature	Date	

Any 120

1. Name of Applicant: Mary Corddry	
2. Address: 10 Camelat Circle, Oce	can Pines 21811
3. Email: mary ccorddry eg mail.	
4. Telephone: 443-386-0862	Property Owner for (years)
<ol><li>Committee in which you would like to be invo</li><li>Aquatics</li></ol>	Re-Appointment
Architectural Review	Re-Appointment
Budget & Finance	Re-Appointment
By-Laws & Resolutions	Re-Appointment
	Re-Appointment
Clubs Elections	Re-Appointment
Environment & Natural Assets	Re-Appointment
Golf	Re-Appointment
Recreation & Parks	Re-Appointment
Communications	Re-Appointment
Strategic planning	Re-Appointment
	Re-Appointment
Marine Activities	Re-Appointment
Other	Re-Appointment
	1/122
Future Term: (1st) 2nd 3rd ~ Term will expire: 26. Why do you want to be on this Committee? From my HON see, I ma hiker and kainvasive plant removal. I see on the solution of	yaker and dd trai indintedans a 11 h side so was disturbed when the cra Committee?
playgrounds, v	Date 1/9/2020
Signature MM (M)	Dale 1/2// 7070
1st Endorsement from Committee Chairperson: Comment:	
Tund June	1-14-20
	Date Date
Signature	Dale
2nd Endorsement from Board Liaison to Commit	ttee:
Comment:	(-111 1 0)
- Tup	1-14-80
Signature	Date
Board Action:	Date:
President's Signature	 Date

1. Name of Applicant:		
2. Address: 15 Pinehurst Roa	۶.	
3. Email: sonnbussard @ hot marl	Com	
4. Telephone: 336-652-54 18 5. Committee in which you would like to be involved.  Aquatics Architectural Review Budget & Finance By-Laws & Resolutions Clubs Elections Environment & Natural Assets Golf Recreation & Parks Communications Strategic planning Search Marine Activities Other  Future Term: (1st) 2nd 3rd ~ Term will expire: 26 6. Why do you want to be on this Committee? 1 6. Why do you want to be on this Committee? 1 7. What knowledge/input can you offer to this Committee? 1 Signature  Signature  1st Endorsements from Committee Chairperson:	Property Owner for 21/2 (years) ed:  Re-Appointment	
Comment: Signature	1-14-00 Date	
2nd Endorsement from Board Liaison to Committee: Comment: Signature  2nd Endorsement from Board Liaison to Committee:  1-14-20  Date		
Board Action:	Date:	
President's Signature	Date -	

Renter in his son's home

1. Name of Applicant: Kathi Cottesman	`	
2. Address: 57 High Shouff Trail		
3. Email: Kacelaxing agmail com		
4. Telephone: 908 330-1448 5. Committee in which you would like to be involved.	_Property Owner for <u>16</u> (years) ed:	
Aquatics	Re-Appointment	
Architectural Review	Re-Appointment	
Budget & Finance	Re-Appointment	
By-Laws & Resolutions	Re-Appointment	
Clubs	Re-Appointment	
Elections	Re-Appointment	
Environment & Natural Assets	Re-Appointment	
Golf	Re-Appointment	
Recreation & Parks	Re-Appointment	
Communications	Re-Appointment	
Strategic planning Search	Re-Appointment	
Marine Activities	Re-Appointment  Re-Appointment	
Other	Re-Appointment	
OIIIei	, 'H'	
Impending Term: (1st) 2nd 3rd ~ Term will expire: 215/33  6. Why do you want to be on this Committee? to help populate (make Suggestions) to be neither the children of our community		
7. What knowledge/input can you offer to this Committee? Dackground in Marketing, very active physically		
h Golf	1/9/2020	
Signature	Date	
1st Endorsement from Committee Gheirperson: Comment:		
	1-14-20	
Signature	Date	
2nd Endorsement from Board Liaison to Committee	9: 1-14-20	
Signature -	Date	
Board Action:	Date:	
Procident's Signature	Date	

1. Name of Applicant: Lawa Scharle		
2. Address: 31 Juneway Lane		
3. Email: LB aldwin 1023 e gmail.	coM	
4. Telephone: 410 - 591 - 8075	_Property Owner for (years)	
<ol> <li>Committee in which you would like to be involved:</li> <li>Aquatics</li> </ol>	ea. Re-Appointment	
Architectural Review	Re-Appointment	
Budget & Finance	Re-Appointment	
By-Laws & Resolutions	Re-Appointment	
Clubs	Re-Appointment	
Elections	Re-Appointment	
	Re-Appointment	
Golf	Re-Appointment	
Recreation & Parks	Re-Appointment	
Communications	Re-Appointment	
Strategic planning	Re-Appointment	
Search	Re-Appointment	
Marine Activities	Re-Appointment	
Other	Re-Appointment	
Future Term: (1st) 2nd 3rd ~ Term will expire: 2523  6. Why do you want to be on this Committee? It like to get more involved in the community		
7. What knowledge/input can you offer to this Committee? I have		
Xcewro M Selurle	19 2628	
Signature	Date	
digitation		
1st Endorsement from Committee Chairperson: Comment: The Committee Chairperson:		
	1-14-20	
Signature	Date	
2nd Endorsement from Board Liaison to Committee:		
May Her	1-14-20	
Signature	Date	
Board Action:	Date:	
President's Signature	 Date	
1 Tosigotii 3 digitatoro		