



OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS' REGULAR MEETING
AGENDA
Saturday, March 20, 2021
9:00 AM, Microsoft Teams Meeting

Call to Order – Larry Perrone, President

Pledge of Allegiance – All

Approval of Agenda – Board

Approval of Minutes

February 20, 2021 – Regular Meeting

March 1, 2021 - Special Meeting

President's Remarks – Larry Perrone, President

GM Report – John Viola

Treasurer's Report- Doug Parks

Public Comments

Capital Purchases Requests –

Public Works / Racquet Sports – Court Crack repair

Administration - Level II Capital Reserve Study

CPI Violations-

4 Raft Road – Roof Maintenance

19 King Richard Rd. - Roof Maintenance

9 Camelot Circle - Roof Maintenance

Unfinished Business –

Motion to approve ARC Short Term Rental Guidelines – Frank Daly

New Business –

Discussion – Board Self-evaluation – Colette Horn

Appointments –

Yvette Tanious – 1st Term – Budget & Finance

Bob O'Malley – 1st Term – Racquet

Tom Piatti – 1st Term – Search

Andie Davis – 1st Term – Search

Andie Davis – 1st Term – Strategic Planning

Adjournment



OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS' REGULAR MEETING
Saturday, February 20, 2021
9:00 AM, Microsoft Teams Meeting

PRESENT: Larry Perrone, Doug Parks, Frank Brown, Colette Horn, Camila Rogers, Frank Daly and Tom Janasek.

ALSO PRESENT: John Viola, General Manager, Jeremy Tucker, Association Council.

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

Approval of Agenda

Mr. Parks moved to accept the Agenda with changes, Ms. Horn seconded, all in favor of amending the Agenda. Mr. Parks will provide an update on the Budget Approval Motion, Ms. Horn added an update from the Communications Committee to New Business, Debbie Bennington appointment of her 3rd term, Jenny Cropper-Rines 1 year extension, Cheryl Jacobs Chair on the Communications Committee and Bernie McGorry Co-Chair and Wesley Blakely 1st Term Strategic Planning Committee; Ms. Rogers added Rhett Parsons 1st Term and Chair to the Racquet Committee; Mr. Perrone moved Capital Purchases and GM Report to follow President's Remarks, Mr. Daly moved to accept the amended Agenda, Ms. Horn seconded, all in favor.

Approval of Minutes

January 20, 2021 – Regular Meeting - Ms. Rogers moved to accept, Ms. Horn seconded, all in favor.

January 26, 2021 – Special Meeting - Ms. Horn moved to accept, Ms. Rogers seconded, all in favor.

January 26, 2021 – Closed Meeting - Ms. Rogers moved to accept, Ms. Horn seconded, all in favor.

January 29, 2021 – Special Meeting - Ms. Rogers moved to accept, Ms. Horn seconded, all in favor.

January 29, 2021 – Closed Meeting - Ms. Horn moved to accept, Mr. Daly seconded, all in favor.

February 4, 2021 – Special Meeting - Ms. Rogers moved to accept, Ms. Horn seconded, all in favor.

President's Remarks – Larry Perrone – Mr. Perrone introduced Jeremy Tucker, Corporate counsel. Mr. Tucker then read a prepared statement (see attached)

Capital Purchases Requests-

Public Works – Bulkhead for 2021-2022 Fiscal Year – Mr. Janasek moved to accept the recommendation, Mr. Daly seconded, all in favor.

Public Works – CIPP Liners for Drainage Pipes – Mr. Parks moved to accept the recommendation, Mr. Daly seconded, all in favor.

GM Report- John Viola (see attached)

Treasurer's Report- Doug Parks (see attached)

Public Comments

Tom Janasek – 17 Lookout Point
Jackie Kurtz – 1B Canvasback Court
Andie Davis – 3 Royal Oaks Drive
Doug Parks – 16 Sailors Way
Patty Stevens – 171 Nottingham Lane
Kathy Toth – 40 Watergreen Lane
Josette Wheatley – 36 Carriage Lane
Esther Diller – 9 Widows Watch
Marty Clarke – 855 Ocean Parkway
Frank Daly – 834 Ocean Parkway
Lisa Romersa – 40 Watertown Rd.
Janet Deutsch – 18 Sandyhook Rd.
Len Smith – 536 Yacht Club Dr.
Cristina Puig-Lugo – 51 Cresthaven Dr.
Slobodan Trendic – 20 Drawbridge Rd.
Lora Pangratz – 2 Harpoon Rd.

CPI Violations- None

Unfinished Business –

Discussion – Update on Proposed ARC Guidelines for Short Term Rentals - Frank Daly

New Business –

Motion – Establish Interest Rate for Delinquent Assessment Fees – Doug Parks, Mr. Daly seconded, all in favor.

Motion - To donate \$1000.00 to Worcester County Veterans Memorial – Larry Perrone, Mr. Parks seconded, all in favor.

Discussion – Referendum Process – Larry Perrone

Motion – To Approve Mosquito Control Contract – Larry Perrone, Mr. Daly seconded, all in favor.

Motion – To approve FY2021-2022 Fiscal Budget – Doug Parks, Mr. Daly seconded, 6 in favor (Perrone, Horn, Parks, Daly, Brown and Rogers), 1 opposed (Janasek)

Appointments –

Gail Keiling – 1st Term – Racquet
Patricia Felix – 1st Term – Racquet
Patsy Workman – 1st Term – Racquet

Susan Morris – 1st Term – Racquet
Kathryn Stone – 1st Term – Racquet
Karen Kaplan – 1st Term – Racquet
Donald Bonafede – 1st Term – Budget & Finance
Debbie Bennington – 3rd Term – Communications
Jenny Cropper-Rines – 1 year Extension – Communications
Cheryl Jacobs – Chair – Communications
Bernie McGorry – Co-Chair – Strategic Planning
Wesley Blakely – 1st Term – Strategic Planning
Rhett Parsons – 1st Term & Chair - Racquet

The above nominations were approved unanimously.

At 11:00 am, Mr. Daly moved to adjourn, Ms. Horn seconded, all in favor.

Respectfully submitted:
Camila Rogers, Secretary

*Please note at the January 26, 2021 Special Meeting, Dr Horn moved, and Mrs. Rogers seconded that the Board move to Closed session for the discussion of a personnel matter 4:05 p.m., There was unanimous approval. The Board adjourned to Closed Session for the purpose of matters pertaining to employees and personnel as permitted by the MD Homeowner's Association Act, Section 11B-111(4)(i) and consultation with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters as permitted by the MD Homeowner's Association Act, Section 11B-111(4) (iv). All in favor.

*Please note at the January 29, 2021 Special Meeting, Dr. Horn moved, and Mr. Janasek seconded that the Board move to Closed session for the discussion of a personnel matter at 12:04 p.m. There was unanimous approval. The Board adjourned to Closed Session for the purpose of matters pertaining to employees and personnel as permitted by the MD Homeowner's Association Act, Section 11B-111(4)(i) and consultation with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters as permitted by the MD Homeowner's Association Act, Section 11B-111(4) (iv). All in favor.



OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS' SPECIAL MEETING
Monday, March 1, 2021 2pm
Virtual

PRESENT: Larry Perrone, Doug Parks, Frank Brown, Colette Horn, Camila Rogers, Frank Daly and Tom Janasek.

ALSO PRESENT: John Viola, General Manager and Jeremy Tucker, Association Attorney.

Call to Order – Larry Perrone called the meeting to order at 2:00 pm with the Pledge of Allegiance.

Approval of Agenda

Mr. Daly moved to accept the Agenda, Mr. Brown seconded, all in favor.

President's Remarks – Larry Perrone – Mr. Perrone asked Mr. Tucker to give an update on the referendum status. Mr. Tucker stated, The Board is moving forward with the referendum process. The hearing and ballot deadline are being scheduled, with the assistance of the election committee. The Members should be receiving the Notice of Hearing, ballots, and statements shortly.

Public Comments

None

Motion to adjourn to Closed Session

Mr. Perrone moved, and Ms. Horn seconded that the Board move to Closed session for the discussion of a personnel matter at 2:05 p.m. all in favor The Board adjourned to Closed Session for the purpose of matters pertaining to consultation with counsel on legal matters as permitted by the MD Homeowner's Association Act, Section 11B-111(4)(iii).

At 3:55 pm, the Board reconvened to Open Session.

Motion to waive board privilege on 2 investigation reports. Frank Daly – Mr. Daly withdrew his Motion, with unanimous Board consensus, they have tasked Counsel to create a Public Announcement for a show of transparency. The Board will review and then release.

Mr. Parks withdrew his second to a request for a Special meeting to remove an Officer of the Board.

At 4:05 pm, Mr. Daly moved to adjourn, Ms. Horn seconded, all in favor.




Respectfully submitted:
Camila Rogers, Secretary



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

DEPARTMENT Public Works DATE March 5, 2021
 ITEM DESCRIPTION Pickleball Courts & Tennis Hard Courts Repair all Structural Cracks & Striping Courts
 FOR REPLACEMENT OF (if applicable) _____
 RESERVE STUDY - PAGE # 149 LINE# 8.088/8.075 BUDGET AMOUNT \$ N/A

| BIDDER | TOTAL PRICE EACH | DIFFERENCE FROM BUDGETED | COMMENTS |
|--|--|--------------------------|---|
| Miles Moffitt Construction 31688 Morris Leonard Road Parsonsburg, MD 21849 | \$84,055.00 | | |
| Terra Firma 36393 Sussea Hwy Delmar, DE 19940 | \$33,580.33 + 2,158.50 Total: \$35,738.83 | | STAFF RECOMMENDED Terra Firma we feel do better quality work on this specific project. |
| American Tennis Courts Matts Paving Morris McNeil Paving | | | Came out looked at site on 2/26/2021 Updated: No bid yet! ATC No Response: Matts Paving Declined to Bid due to work load: Morris McNeil |

| | |
|---|---|
| DEPT. HEAD  DATE <u>3/5/21</u> | APPROVAL  GENERAL MANAGER DATE <u>3/10/21</u> |
| ACCOUNTING  DATE <u>3/9/21</u> | BOARD DATE _____ |

*Please limit 1 item per sheet

Michelle Bennett

From: John Viola
Sent: Wednesday, March 10, 2021 1:07 PM
To: Michelle Bennett
Subject: RE: Message from "FinancePrinter"

approved

-----Original Message-----

From: Michelle Bennett <mbennett@oceanpines.org>
Sent: Wednesday, March 10, 2021 9:35 AM
To: John Viola <jviola@oceanpines.org>
Subject: FW: Message from "FinancePrinter"

Please reply with your approval on the attached bid request for court cracks repairs.

Michelle Bennett
Senior Executive Assistant
239 Ocean Parkway
Ocean Pines, MD 21811
410-641-7717 ext. 3002
410-641-5581 fax
mbennett@oceanpines.org

-----Original Message-----

From: OP Scanning <scanning@OCEANPINES.onmicrosoft.com>
Sent: Wednesday, March 10, 2021 9:42 AM
To: Michelle Bennett <mbennett@oceanpines.org>
Subject: Message from "FinancePrinter"

This E-mail was sent from "FinancePrinter" (MP C6004).

Scan Date: 03.10.2021 09:42:07 (-0500)
Queries to: scanning@OceanPines.org

MILES C. MOFFIT CONSTRUCTION
SEALCOAT & LINE STRIPING DIVISION

410-726-1398

Sealcoat - Crack Fill - Line Striping - Reflective Coatings - Alkyd Thermo Plastic
Preformed Thermo Plastic - Decorative Diveway Imprints - Concrete Staining & Sealing
Hot Water Powerwash - Asphalt Repair - Recycled Asphalt Millings
Trip Hazard Grinding - Parking Bollards - Signage - DecoMark Playground Markings

Proposal dated 2/16/21

PROPOSAL #166

TENNIS & PICKLE BALL COURTS – Manklin Park

For the sum of \$84,055 we shall provide all labor and materials necessary to perform the following:

FAILED CONCRETE WHERE TALL NET SEPARATES COURTS

Saw cut, remove and replace an area approximately 25' x 6'. Remove netting poles and chain link fence poles as needed. Pour new 2' wide x 6' long x 2' deep concrete piers / footings for above mentioned netting poles. Set, plumb, and secure netting poles on top of new concrete piers / footings. The two center netting poles shall also be attached to each other at the top by a new horizontal pole in order to aid in preventing future movement. Chain link poles shall be set on 1'x1'x1' piers. ½" rebar shall be installed in the sides of existing concrete slab to guard against settling of new concrete. Install 6 gauge reinforcement wire and pour back 4500 psi concrete mix with a smooth finish.

HUMPS, OFF SETS, CRACKS & DEPRESSIONS

Grind down all visible humps and off sets in concrete until a relatively flat smooth surface is achieved. Court cracks / holes / pits that are ½" wide or less shall be filled with "Sports Master Crack Magic" and sanded smooth. Court cracks / holes / pits wider than ½" shall be filled with "Sports Master Acrylic Crack Patch" and sanded smooth. This also includes the large cracks under the chain link fence that separate the adjoining courts and all cracks that are outside of the playing area, but still within the fenced in areas. Cracks that are at or outside the chain link fence that surrounds the courts at the grass line are not included.

NET ANCHORS

Remove and replace failed net anchors with new sleeves and hardware.

RESURFACE

(8) Pickle Ball Courts and (2) Tennis Courts shall be resurfaced and colored to match existing layout and color scheme.

RE-ASSEMBLE & CLEAN UP

At job completion we shall re-assemble all netting and chain link fence components, remove any leftover materials or debris, and clean off courts as needed, ready for play.

Sign & date here if you wish to accept this proposal

Miles C. Moffit Construction
31688 Morris Leonard Rd., Parsonsburg, MD 21849
miles.moffit@hotmail.com



TERRA FIRMA OF DELMARVA, INC.

36393 SUSSEX HWY | DELMAR, DE 19940

(P) 302-846-3350 (F) 302-846-3517

WWW.TERRAFIRMACORP.COM | PAVING | SITE WORK

| | | | |
|--------------------------|--|--------------------|--------------|
| To: | Tim McMullen | Contact: | Tim McMullen |
| Address: | 11443 Manklin Creek Rd. Ocean Pines, MD 21811 | Phone: | 443-827-2091 |
| Project Name: | Ocean Pines Racquet Center | Bid Number: | 01 |
| Project Location: | Ocean Pines, MD | Bid Date: | 2/22/2021 |
| Item Description | | | |

Parking Lot/Angled Parking (28,485 SF)

- Mobilization
- Provide Necessary Engineering Layout
- Excavate Existing Material 6" And Export In Angled Parking Area
- Provide And Install 4" CR-6 Stone Base In Angled Parking Area
- Finish Grade, Roll And Compact Existing Stone Base
- Provide And Install 2" Surface Course Asphalt Machine Laid And Rolled
- Remove And Replace Existing Wheel Stops

Total Price for above Parking Lot/Angled Parking (28,485 SF) Items: \$53,836.45

Alt: Parking Lot Striping

- Striping

Total Price for above Alt: Parking Lot Striping Items: \$4,132.96

Pickleball Court (60x120) - Loader Fed

- Mobilization
- Provide Necessary Engineering Layout
- Excavate Existing Material
- Provide And Install 6" CR-6 Stone Base
- Finish Grade, Roll And Compact Existing Stone Base
- Provide And Install 2" Base Course Asphalt Machine Laid And Rolled
- Provide And Install 1.5" Surface Course Asphalt Machine Laid And Rolled
- 1. Install Sleeve Type Net Post Footers (concrete Footers Are 18" On Top Belled To 30" At Bottom) To Proper Depth And Orientation. The Footers Are To Be Circular In Shape Not Square So No Corners Exist.
- 2. Four (4) Galvanized Steel Net Post Ground Sleeves For 3 Inch Round Net Post Using Midwest Sports Item # 1234473 Or Equivalent Are To Be Installed At The Proper Distances.
- 3. Install Two (2) Center Strap Anchor To Proper Depth And Orientation Set In 12" X 12" X 12" Concrete Footer. Using Midwest Sport Item #CPA Anchor For Center Strap Or Equivalent.
- 4. Provide And Install Net Posts In The Pre-installed Ground Sleeves Using Midwest Sports Item # 1234404 Edwards 3" Classic Round Net Posts Or Equivalent.
- 5. Install Tournament Pickleball Nets And Center Strap To Ready Courts For Play Using Midwest Sports Edwards Aussie Pickleball Nets And Item Pickleball Net Center Straps Or Equivalent.
- PICKLEBALL COURT**
- 1. Color Coat With Two (2) Coats Of Black Acrylic Resurfacer (#4200-55) And Two (2) Coats Of Fortified Plexipave Blue Center Courts And Green Perimeters.
- 2. After Completion, 2" Wide Playing Lines Will Be Accurately Located And Painted With White Acrylic Latex Line Paint. (Item # 6220-5).
- 3. The Lines For The Pickleball Ball Court Shall Be Placed Accurately To The Correct Dimensions, Lengths And Spacing To Provide A Complete And Playable Court.

Total Price for above Pickleball Court (60x120) - Loader Fed Items:

\$67,895.33

Tennis Court (60x120) - Loader Fed

Mobilization

Provide Necessary Engineering Layout

Excavate Existing Material

Provide And Install 6" CR-6 Stone Base

Finish Grade, Roll And Compact Existing Stone Base

Provide And Install 2" Base Course Asphalt Machine Laid And Rolled

Provide And Install 1.5" Surface Course Asphalt Machine Laid And Rolled

1. Install Sleeve Type Net Post Footers (concrete Footers Are 18" On Top Belled To 30" At Bottom) To Proper Depth And

Orientation. The Footers Are To Be Circular In Shape Not Square So No Corners Exist.

2. Four (2) Galvanized Steel Net Post Ground Sleeves For 3 Inch Round Net Post Using Midwest Sports Item # 1234473 Or Equivalent Are To Be Installed At The Proper Distances.

3. Install Two (1) Center Strap Anchor To Proper Depth And Orientation Set In 12" X 12" X 12" Concrete Footer. Using Midwest Sport Item #CPA Anchor For Center Strap Or Equivalent.

4. Provide And Install Net Posts In The Pre-installed Ground Sleeves Using Midwest Sports Item # 1234404 Edwards 3" Classic Round Net Posts Or Equivalent.

5. Install Tournament Tennis Court Nets And Center Strap To Ready Courts For Play Using Midwest Sports Item # 1234374 Edwards Aussie Tennis Nets And Item #793 Tennis Net Center Straps Or Equivalent.

Total Price for above Tennis Court (60x120) - Loader Fed Items:

\$66,087.98

Resurface/Stripe Tennis Courts/Pickleball Courts - (4) - 60x120

1. Crack Fill Between Courts

2. Color Coat With Two (2) Coats Of Black Acrylic Resurfacer (#4200-55) And Two (2) Coats Of Fortified Plexipave Blue Center Courts And Green Perimeters.

3. After Completion, 2" Wide Playing Lines Will Be Accurately Located And Painted With White Acrylic Latex Line Paint. (item # 6220-5).

4. The Lines For The Tennis Courts And The Pickleball Ball Court Shall Be Placed Accurately To The Correct Dimensions, Lengths And Spacing To Provide A Complete And Playable Court.

Total Price for above Resurface/Stripe Tennis Courts/Pickleball Courts - (4) - 60x120 Items:

\$33,580.33

Notes:

- Access to be provided by OPA.
- The above prices do not include cost for any Permits or Fees.
- All quotes and prices are good for thirty days, which may then be subject to review or change.
- Asphalt paving prices are based on **February 2021** liquid asphalt base index being **\$436.67** per metric ton. Hot mix quoted is 64-22/160 unless otherwise specified. Paving will be invoiced to reflect changes in liquid asphalt, energy and fuel escalation costs from the time of the proposal.
- Terra Firma does not guarantee drainage from pavement if designed slope is less than 1%.
- If project delays occur, requiring remobilization of our equipment, (due to no fault of our own) a remobilization fee of \$1,000.00 will be requested.
- All prices and quotes are based on forty hour work week. If longer daily hours or weekends are specifically required beyond express clarification in our scope, overtime will be charged as an extra.
- All quotes and prices are based on the information received and plans provided for bidding purposes only. Information received post-bid are subject to our review and additional pricing if deemed necessary.
- Information contained herein is proprietary and shall not be disclosed to other vendors, companies or individuals without written permission from Terra Firma of Delmarva, Inc. Receipt of any proposal from Terra Firma of Delmarva, Inc. indicates tacit agreement to abide by the proprietary disclosure conditions defined above.
- New pavement is prone to scuff marks by vehicle traffic. This is normal, and scuff marks will wear off with time.

• **EXCLUSIONS:**

- All Permits, fees and bonds
- Fencing for Tennis Courts and Removal for Access
- Removal/Replacement of Wooden Fencing
- Lighting
- Site electrical including any associated patching
- Landscaping including irrigation sleeves, irrigation, plantings, trees, mulching, permanent seeding and / or sod
- Geo-technical / soils testing
- Undercut and / or refill of soft or yielding material
- Special handling or manipulation of onsite materials including drying, wetting, aeration, sorting or chemical enhancements including cement or lime stabilization
- Dewatering of any kind
- Relocation of existing utilities
- Removal of unknown objects below grade
- Conduits for other trades (I.e. electrical, telephone, gas lines, etc)
- Any work not specifically mentioned in the above scope of work.

Payment Terms:

One third upon acceptance, balance net 15 days from date of invoice. A 1.5% per month service charge will be added to all unpaid balances after 30 days from the date of invoice. If Owner fails to pay Terra Firma of Delmarva Inc. in accordance with the payment terms set forth in this proposal, Terra Firma of Delmarva Inc. shall be entitled to, but not obligated to, suspend its work and / or terminate its contract with the owner, if the Owner fails to pay invoices when due. In the event of such a suspension or termination by Terra Firma of Delmarva Inc., Terra Firma of Delmarva Inc. shall have no obligation to the owner for the resolution of uncompleted work. In the event of such a suspension or termination by Terra Firma of Delmarva Inc., Owner agrees to defend and indemnify Terra Firma Inc. from all claims, causes of action or damages resulting from the suspension or termination. In the event of suspension by Terra Firma of Delmarva Inc., Owner agrees that if Terra Firma of Delmarva Inc. is subsequently directed to remobilize to the project, Terra Firma of Delmarva Inc. shall be entitled to a remobilization fee, which shall be determined by Terra Firma of Delmarva Inc. and is paid prior to any remobilization as well as any impact, delay and / or acceleration damages. Owner agrees to pay Terra Firma of Delmarva Inc. in full, NO retainage withheld; within 30 days after the work set forth in this proposal has been completed. If Terra Firma of Delmarva, Inc. refers to collection of balances due under this contract to an attorney, then reasonable attorney fees of 35% of the balance plus court costs will be charged.

| | |
|---|---|
| <p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p> | <p>CONFIRMED: Terra Firma Of Delmarva, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Ryan Cahall 302-846-3350 ryan@terrafirmacorp.com</p> |
|---|---|



TERRA FIRMA OF DELMARVA, INC.

36393 SUSSEX HWY | DELMAR, DE 19940

(P) 302-846-3350 (F) 302-846-3517

WWW.TERRAFIRMACORP.COM | PAVING | SITE WORK

| | | | |
|--------------------------|--|--------------------|----------------|
| To: | Ocean Pines Association, Inc. | Contact: | Eddie Wells |
| Address: | 239 Ocean Parkway Ocean Pines, MD 21811 | Phone: | (410) 641-7425 |
| Project Name: | OP Racquet Center Platform Courts | Fax: | |
| Project Location: | Ocean Pines, MD | Bid Number: | 02 |
| | | Bid Date: | 2/22/2021 |

Item Description

Scope Of Work

Fill All Cracks With Armour Crack Patch Binder
Apply Color Coat To Repaired Areas

- Court 1 - Repair 22 LF
- Court 2 - Repair 6 LF
- Court 4 - Repair 4 LF
- Court 6 - Repair 6 LF

Total Price for above Scope Of Work Items:

\$2,158.50

Notes:

- The above prices do not include cost for any Permits or Fees.
- All quotes and prices are good for thirty days, which may then be subject to review or change.
- Asphalt paving prices are based on **February 2021** liquid asphalt base index being **\$436.67** per metric ton. Hot mix quoted is 64-22/160 unless otherwise specified. Paving will be invoiced to reflect changes in liquid asphalt, energy and fuel escalation costs from the time of the proposal.
- Terra Firma does not guarantee drainage from pavement if designed slope is less than 1%.
- If project delays occur, requiring remobilization of our equipment, (due to no fault of our own) a remobilization fee of \$1,000.00 will be requested.
- All prices and quotes are based on forty hour work week. If longer daily hours or weekends are specifically required beyond express clarification in our scope, overtime will be charged as an extra.
- All quotes and prices are based on the information received and plans provided for bidding purposes only. Information received post-bid are subject to our review and additional pricing if deemed necessary.
- Information contained herein is proprietary and shall not be disclosed to other vendors, companies or individuals without written permission from Terra Firma of Delmarva, Inc. Receipt of any proposal from Terra Firma of Delmarva, Inc. indicates tacit agreement to abide by the proprietary disclosure conditions defined above.
- New pavement is prone to scuff marks by vehicle traffic. This is normal, and scuff marks will wear off with time.

EXCLUSIONS:

- All Permits, fees and bonds
- Any work not specifically mentioned in the above scope of work.

Payment Terms:

One third upon acceptance, balance net 15 days from date of invoice. A 1.5% per month service charge will be added to all unpaid balances after 30 days from the date of invoice. If Owner fails to pay Terra Firma of Delmarva Inc. in accordance with the payment terms set forth in this proposal, Terra Firma of Delmarva Inc. shall be entitled to, but not obligated to, suspend its work and / or terminate its contract with the owner, if the Owner fails to pay invoices when due. In the event of such a suspension or termination by Terra Firma of Delmarva Inc., Terra Firma of Delmarva Inc. shall have no obligation to the owner for the resolution of uncompleted work. In the event of such a suspension or termination by Terra Firma of Delmarva Inc., Owner agrees to defend and indemnify Terra Firma Inc. from all claims, causes of action or damages resulting from the suspension or termination. In the event of suspension by Terra Firma of Delmarva Inc., Owner agrees that if Terra Firma of Delmarva Inc. is subsequently directed to remobilize to the project, Terra Firma of Delmarva Inc. shall be entitled to a remobilization fee, which shall be determined by Terra Firma of Delmarva Inc. and is paid prior to any remobilization as well as any impact, delay and / or acceleration damages. Owner agrees to pay Terra Firma of Delmarva Inc. in full, NO retainage withheld; within 30 days after the work set forth in this proposal has been completed. If Terra Firma of Delmarva, Inc. refers to collection of balances due under this contract to an attorney, then reasonable attorney fees of 35% of the balance plus court costs will be charged.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Terra Firma Of Delmarva, Inc.

Authorized Signature: _____

Estimator: Ryan Cahall
302-846-3350 ryan@terrafirmacorp.com



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

DEPARTMENT Administration DATE 3/20/2021
 ITEM DESCRIPTION Level II Capital Reserve Study
 FOR REPLACEMENT OF (if applicable) _____
 RESERVE STUDY - PAGE # _____ LINE# _____ BUDGET AMOUNT \$ n/a

| BIDDER | TOTAL PRICE EACH | DIFFERENCE FROM BUDGETED | COMMENTS |
|---|------------------|---|---|
| DMA Reserves 2302 E. Cary Street Richmond, VA 23223 | \$16,590.00 | n/a <i>Re-Allocation of Budget Dts. in-ded Capital Contracted S.C.P.</i> | previous company who did Level I Capital Reserve Study; will do an on-site study to review reserve components <i>proprietary software utilized in previous study. S.P.</i> |
| | | | |
| | | | |

| | | | |
|-----------------------------------|------------------------|---|------------------------|
| <u>Frank Martin</u> DEPT. HEAD | <u>3/19/21</u> DATE | <u>Approved via email attached</u> GENERAL MANAGER | <u>3/16/21</u> DATE |
| <u>S. Paul</u> ACCOUNTING | <u>3/19/21</u> DATE | | |
| | | | |

Michelle Bennett

From: John Viola
Sent: Tuesday, March 16, 2021 8:03 AM
To: Michelle Bennett; Linda Martin
Subject: RE: Message from "FinancePrinter"

Approved

I need a few bullet points to describe and answer questions at board meeting, please send today

-----Original Message-----

From: Michelle Bennett <mbennett@oceanpines.org>
Sent: Tuesday, March 16, 2021 7:59 AM
To: Linda Martin <lmartin@oceanpines.org>; John Viola <jviola@oceanpines.org>
Subject: FW: Message from "FinancePrinter"

I need both of your approval on the DMA Study bid request attached as soon as possible please.

Michelle Bennett
Senior Executive Assistant
239 Ocean Parkway
Ocean Pines, MD 21811
410-641-7717 ext. 3002
410-641-5581 fax
mbennett@oceanpines.org

-----Original Message-----

From: OP Scanning <scanning@OCEANPINES.onmicrosoft.com>
Sent: Tuesday, March 16, 2021 8:08 AM
To: Michelle Bennett <mbennett@oceanpines.org>
Subject: Message from "FinancePrinter"

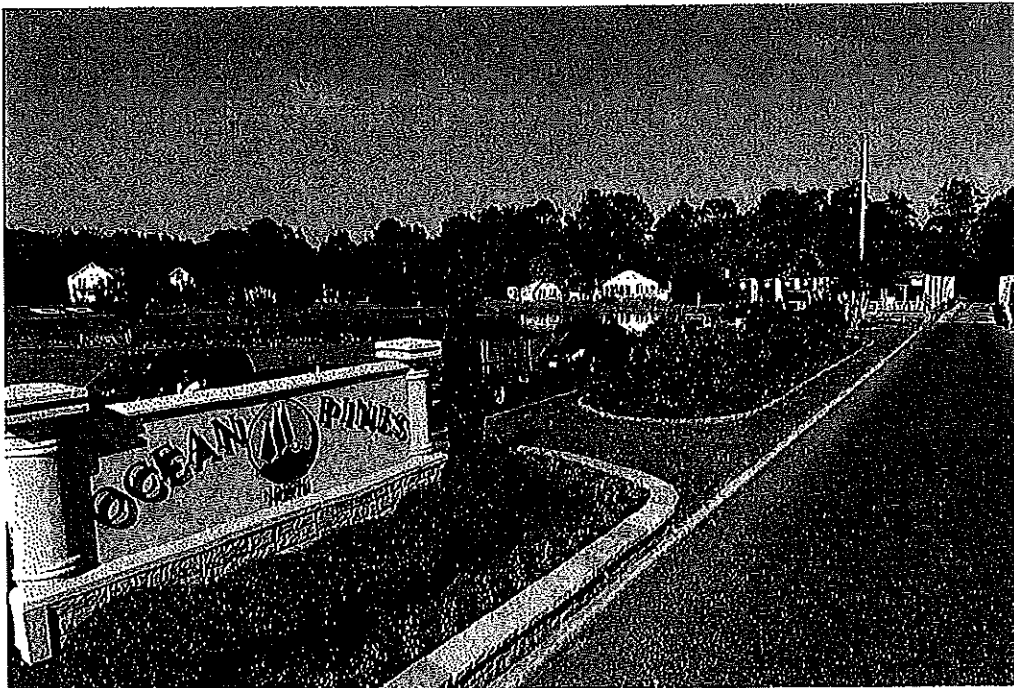
This E-mail was sent from "FinancePrinter" (MP C6004).

Scan Date: 03.16.2021 08:07:55 (-0400)
Queries to: scanning@OceanPines.org

Ocean Pines Association

Date: February 18, 2021

Interactive Reserve Analysis Proposal



INCLUDES

- † Proposal for Services
- † Contract for Service
- † DMA Company Profile
- † The Working Session
- † Reserve Study Methodology

PROPOSAL FOR SERVICES - Level II

Date: February 18, 2021
Client Name: Ocean Pines Association
Property: Ocean Pines Association
Represented by: Linda Martin

DMA proposes to conduct a **Level II Capital Reserve Study with Site Visit**, in accordance with the National Reserve Study Standards created by the Community Associations Institute (CAI), AND to provide additional hands-on education and guidance to create your own capital reserve funding plan. Additional services, described in this proposal, are available to assist you in managing your reserve funding plan after this project is complete.

DMA performed the original reserve study in 2015 and early 2016. This included several full site inspections to properly identify, quantify and assess the condition of reserve components. DMA performed a financial update of that study in 2018, but that did not include any on-site review of components. Since completion of our last on-site analysis, a number of significant changes have been made to OPA facilities and assets, which we have not seen. In order to insure that this study is relevant going forward, a Level II reserve study including on-site inspections should be conducted. As a Level II study, this study will start with the component list and quantities as developed in the previous reserve study but we will add and revise components on the list based on our site inspection in order to achieve a complete scope and assessment of reserves. This work level is included in our fee proposal. You have also requested that we include some aspects of the stormwater system (culverts) in this study, which were specifically excluded by the association in the previous study. You have also requested that we include a reference column in the study to link asset list numbers to reserve components. These scope additions are included in this fee.

This project will be completed in our newest software program, "Navigator", which is more powerful than our previous Excel program, and which is being developed to provide clients with online access to their studies in late 2021. With our online portal, you will be able to update information in our studies and also perform your own "what if" scenarios.

PROJECT FEES

DMA will prepare your Capital Reserve Plan including all tasks defined in the Scope above, for a **Fixed Fee**, which includes a live online Working Session with our Reserve Specialist using Go-To-Meeting (see attached Working Session description):

Sixteen Thousand Five Hundred Ninety Dollars (\$16,590.00)

- Optional Additional Fee to have the live working session with our Reserve Specialist conducted on site at your community or management office:

Seven Hundred Seventy-Five Dollars (\$775.00) - [check box above if desired]

DMA is currently not scheduling in-person working sessions due to COVID-19. If you wish to have an in-person session please check with us to see if our policy has changed. All aspects of our study can be reviewed equally well in our on-line working session, which is included in our fee.

BASIC PROJECT SCOPE

Every DMA Level II Capital Reserve Plan includes the following scope:

- ❖ We will ask you for information on your property history, recent component replacements, financial information including your beginning year balance sheet, current budget, current investment accounts and income, present issues with any components, and any current replacement priorities. We will need the complete prior reserve study if it was not performed by DMA Reserves Inc.

PROPOSAL FOR SERVICES - Level II

BASIC PROJECT SCOPE

- ❖ We visually inspect the entire property on-site and update the previous study Schedule of Components (capital assets and replacement projects). We may add to, or revise components in this schedule including identification and quantification as we feel is necessary for a complete scope of reserves. We will make a condition assessment of all components based on their visual condition and any additional information provided to us about each. For most projects, the site inspection can be accomplished in one visit, however we may make several visits as needed to see all components in larger communities or facilities.
- ❖ We develop our own component replacement cost and life-cycle analysis. This includes the in-service date of each component (not usually provided in other studies), the age, estimated useful life, remaining useful life and projected replacement year, as well as the unit replacement cost and estimated project cost (turn-key) in both current dollars and future dollars based on an inserted inflation factor.
- ❖ Using our "Reserve Navigator", we create a unique 30-year cash flow funding model for your property. We issue a draft report that includes all of the information developed, for your review and for use in our next step.
- ❖ Our Reserve Specialist conducts an *Interactive Working Session* with you to assess all expenditure and funding options, and arrive at a selected funding plan or alternate plans that are tailored to your community. Our study is entirely "active" - all assumptions and information can be changed, corrected and updated in the working session. Our on-board loan calculator can insert loan funding for specific projects directly into the overall funding plan, either with or without payback included in the reserve expenditure account.
- ❖ We digitally publish in Adobe .pdf format and transmit to you the complete reserve final analysis developed during the *interactive Working Session* with selected funding plans.

PERSONNEL

All DMA reserve studies are completed by professional Reserve Specialists® certified by the Community Associations Institute (CAI). Site visits and plan reviews are executed by trained professionals in the design and construction industry. DMA's company profile and a listing of our professional staff and partners are attached to this proposal.

THE SITE VISIT

ALL DMA Level II reserve studies include on-site inspections. We will spend as much time as necessary on site to identify and document all assets and likely projects that should be included in your reserve account. In large communities, this will often include multiple day inspections. We document our inspections with photographs of all components observed, and those photographs are made available to the client upon completion of the project.

In communities and facilities with no interior or restricted access areas, our analyst can complete the site visit on their own, however we recommend that the manager or a board member meet us on site initially to tour the community and provide any background information that will be important to the study. We do need access to locked or restricted areas that contain replaceable assets. After an initial tour, we ask that our analyst be allowed to work on their own so that they can spend as much time as needed to fully see and understand all components. Where normal public access is restricted, we request that means of access be provided to the analyst, including keys or fobs as necessary to do our job.

If access to a facility is restricted to all unless accompanied by staff, please provide staff for an extended period so that the analyst can have sufficient time to assess and document all components.

PROPOSAL FOR SERVICES - Level II

"FACILITY MANAGEMENT" QUALITY SCHEDULE OF COMPONENTS

DMA's Schedules of Components are the most extensive and complete in the industry. We break your entire property down into its component assets. Our Reserve Specialist will document the known or estimated in-service date of each component and assess its condition as well as its projected remaining useful life. Compare our schedules to other studies that don't provide in-service dates or ages of the assets.

We break major components down into specific work items, and we group together components that would likely be combined in major repair projects. We do this so that you will be able to track your actual reserve expenditures against the budget model after completion of the study. And DMA studies are designed to be easily updated after the initial report, so when you complete replacement projects you can provide us with your actual costs and we will enter them into the study in place of our estimated costs. Over time, your DMA study can become an actual history of the property.

UPDATABLE PROFESSIONAL COST ESTIMATING

Compare our cost estimating to other providers. DMA maintains our own extensive cost data base, and we are always adding to it for unique infrastructure or amenities on each new project. Your reserve plan is linked to this proprietary database so that we can update all costs in the plan every time we open it. This makes your reserve plan an ongoing management tool rather than a simple one-time report. All DMA estimated costs are adjusted to the project location by zip code.

An important part of DMA studies is the inclusion of actual replacement or major refurbishment costs provided by our clients. When provided, we will use your actual costs rather than our own estimates. When provided by the client, DMA will also use cost estimates prepared by other consultants as part of any in-depth engineering or design study of a component or components.

UPDATABLE ANNUAL EXPENDITURE SUMMARY

We show you all projects budgeted for replacement in each year of our 30 year study. Actively linked to our Schedule of Components, this summary is updated any time we modify or update anticipated or actual reserve replacement projects. Through the click of a mouse, all costs in this schedule can be shown in current dollars or future dollars based on an applied inflation rate. This is one of your main analytical tools in evaluating and updating your reserve spending and funding plans.

DMA'S RESERVE FUNDING NAVIGATOR AND LIVE WORKING SESSION

The heart of DMA's service is our *interactive* 30-year Cash Flow funding model which will show you your community's reserve picture – from component replacement expectations to the impact of inflation on costs to alternative funding plans. We can track investments, special assessments, major capital projects, non-scheduled cash infusions, and most importantly – your community's actual replacement experience over time.

There are usually multiple reserve plans that will work for your community and you should be able to see all the options and choose the plan that works best for you. The only way to be able to do this and maximize the value of this analysis is in our *live Working Session* where every idea can be tested with our interactive tools during the discussion. Often options come up that you would never have thought of in just reviewing a report and making comments. The best ideas from the *Working Session* become part of the final reserve plan. An online working session using GoToMeeting is included in our fixed fee. We usually offer an optional additional fee to have the working session conducted in person at your community or management office.

PROPOSAL FOR SERVICES - Level II

PROJECT DELIVERABLES

The Schedule of Components, Annual Expenditure Summary and 30-Year Funding Model along with other charts and descriptive information are transmitted to you in draft form prior to the live *Working Session*, and in final form following the session. All spreadsheets are provided in Adobe .pdf format, which can be easily read on a computer, uploaded to your community website, or published as a report. We often use our site photographs during the *Working Session*, and digital copies of these can be made available to you upon completion of the project.

The final issue of the study will be provided in Adobe .pdf format, and the Schedule of Components / Component Lifecycle and Costing spreadsheet will be provided upon request in Excel format for project tracking and updating purposes.

All DMA studies are easily updatable. Your DMA study can become your ongoing reserve management plan. Many DMA clients come back to us annually to update their reserve plan. These updates are performed at our current hourly rate (see rate schedule in our contract form) and include the following:

- ❖ Updates of your component schedules with actual reserve project completions and costs that you provide to us for the past year.
- ❖ Updates of your estimated costs based on our current component cost database.
- ❖ Revisions to the annual project (expenditure) summary based on what you have and have not completed, as well as any change in your priorities for the coming 1 - 3 years.
- ❖ Updates of your actual reserve balance and actual reserve transfer budget for the current year as well as any changes to your rate(s) of return on your investments.
- ❖ Review and update the projected inflation rate.
- ❖ Re-calculation of your funding plan incorporating the above changes.
- ❖ We are always available to do the re-calculation of the funding plan with you in an Interactive Working Session.

TYPICAL SCHEDULE – INITIAL PROJECT DURATION

Project schedules vary depending on our current work load and the scope of the project. Typically, we schedule our work based on the order in which we receive signed contracts. The project effort includes:

- ❖ Site Visit – typically scheduled between 30 and 60 days following receipt of the signed contract.
- ❖ Draft Analysis - typically delivered electronically within 45 - 60 days after the site visit.
- ❖ *Working Session* – scheduled by the Client subject to DMA's availability.
- ❖ Final Analysis - typically delivered electronically within 14 days after the *Working Session*.
- ❖ Annual Updates - You should allow a minimum of 30 days for any annual update of your DMA reserve study.

PROFESSIONAL RESPONSIBILITY

- ❖ DMA carries a Consultants Professional Liability Policy with a per-claim and aggregate limit of \$1,000,000. The policy is provided by Hiscox Inc.
- ❖ DMA also carries a Commercial General Liability Policy with limits of \$1,000,000 per each occurrence and \$2,000,000 General Aggregate and Workers Compensation limits of \$ 500,000. The policy is provided by Nationwide Mutual Insurance Company.

PROPOSAL FOR SERVICES - Level II

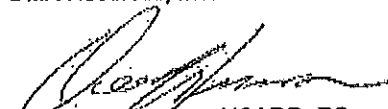
TO RETAIN DMA FOR THIS SERVICE

If you are interested in retaining DMA to perform this Level II Capital Reserve Study with Site Visit, including our Interactive services, we are providing you with our standard Contract for Service and General Conditions of Contract. Simply have the appropriate contracting officer for the Association sign the contract where indicated and return a signed copy to Missy Culley (maculley@dmareserves.com) at our office.

We appreciate the opportunity to furnish this proposal to you. If you have any questions or need additional information beyond what is included in this package, please let us know. Upon request, DMA can also conduct a sample on-line *Working Session* with you, which will show you a sample analysis and demonstrate the power of our interactive tools.

We look forward to hearing from you.

Sincerely,
DMA Reserves, Inc.

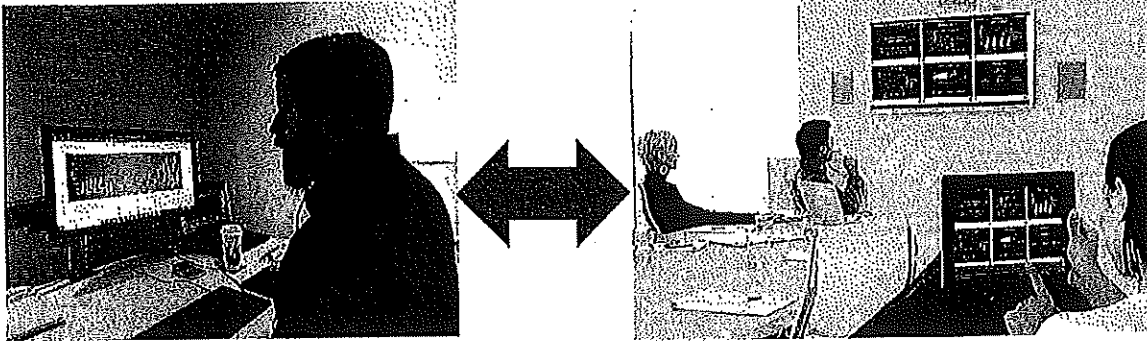


Douglas L. Greene, NCARB, RS
President

DMA Reserves Inc.

The Working Session

How does it work?



ON-LINE

DMA uses the internet service "GoToMeeting" to host our online working sessions. This service is easy to use. DMA sends a meeting invitation by e-mail, which contains a link to the meeting. All necessary software to conduct the meeting at your end is downloaded from the link, and you are instructed how to sign in and how to use audio. You may attend the online meeting as a group in a room that has wifi, or with a wifi "hotspot". All you need is a host computer connected to a flat-screen TV or a projector and screen.

Audio can be provided through the computer, through a microphone in the meeting room, or through a speaker phone – available on all smart phones.

Alternatively, all participants can sign on individually from their own computers, notebooks, or smart phones from wherever they are. In a group meeting, absent members can do this as well. Simply provide the link to any members who want to sign on individually.

ON-SITE

For an additional fee stated in the proposal, DMA can attend a meeting in person at your property, management company office or another location. We can bring a TV or projector and screen if none is available at your site.

WHAT HAPPENS DURING THE WORKING SESSION?

DMA's analyses are operational management tools – not mere reports. Our Reserve Specialist™ will explain how the analysis works, and then go through both the expenditure and funding plans with you. We can make changes to each plan in the meeting – correcting mistakes, adjusting priorities, setting goals, and reviewing alternate scenarios. Funding scenarios can include commercial loan options and special assessment options. Our funding plans are 30-year cash flow plans and include interest and inflation – both of which can be set in the meeting. The result is a funding plan that works for your community – not a generic solution.

Optional annual financial updates (Level III studies) also include an online working session (on-site at additional cost).

Reserve Specialist (RS)™ is a registered trademark of the Community Associations Institute (CAI)

CONTRACT FOR SERVICES - Level III

Date: February 18, 2021
Client Name: Ocean Pines Association
Property: Ocean Pines Association
Represented by: Linda Martin

PROJECT

DMA will conduct a Capital Reserve Study and Financial Analysis (Study), as defined in the attached Proposal for Services. This Contract includes actions required of the Client to assist DMA in the completion of this Study.

PROVIDE NECESSARY INFORMATION

DMA's Proposal for Services is based on information that the Client has provided to us either in our website-based *Proposal Request Form*, your own Request for Proposal or information on the community contained in a previous reserve study provided by the Client. If this is an update of a previous reserve study prepared by DMA, and the scope of the reserves has changed materially since that study was prepared, the Client is responsible to provide us with information on the changes in scope. We rely on the Client's submitted information when we prepare our Study. If the information that the Client provided is not accurate for the community currently and requires us to go beyond the scope of work which was based on that information, then DMA reserves the right to suspend work and request in writing that Contract be amended to increase the scope and fee. If such amendment is not agreed to by the Client, DMA reserves the right to terminate this Contract in accordance with the provisions stated herein.

Prior to DMA starting work under this Contract, the Client shall provide the following information as appropriate to the property and organization:

- Identification of Client's fiscal year if other than the calendar year. Most recent year-end reserve account balance.
- Current year's budget, including any budgeted transfers to the reserve account.
- Current rate(s) of return over all reserve accounts or other investment instruments in which capital reserve monies are located. Information on past, current or currently contracted reserve replacement projects, including project cost and date of replacement to the extent available.
- Detailed information such as the name of the contractor, supplier or product(s) and any specific contracted scope of work, if available, will help us understand better what was done and how the cost was calculated.
- For Condominiums - definition of units, common area and limited common area (typically from the Declaration) or a maintenance responsibility chart for Owner vs. Association. Access to scale drawings (when available) of the community infrastructure (engineered site plans, utility plans, drainage plans, etc.) and/or building plans and elevations of buildings containing common elements.
- NOTE: Timely receipt of the above information is critical to the preparation of the study. DMA reserves the right at any time to suspend work on the project until we receive the information listed above.

PROVIDE REASONABLE ACCESS TO THE PROPERTY

A DMA representative will contact the Client to schedule the site visit at the property. The DMA analyst will need to be able to access any locked or restricted access areas that are part of, or that contain common area components. The Client should have an authorized representative available on site during this visit to provide background information about the community, show components that may not be readily visible, and provide access to any restricted areas. If any components include decks, balconies, courtyards, etc. that are part of individual units, the Client shall provide access to at least one representative example of each type if at all possible.

The site visit and assessment of components is limited to (1) visual inspections, (2) information from you about your service history with each component, (3) the age of each component, and (4) information that may be provided by contractors who regularly service or maintain certain components. No sub-surface investigations, disassembly, or testing is conducted. All component valuation is based only on our visual inspection and any other information provided to us by the Association. We will ask for any information that you have on previous replacement or major repair work. Roofs or other hard-to reach areas will be accessed only by safe means (as determined by the DMA representative) provided by the Client. DMA provides no ladders or other special equipment to access difficult areas, which will be observed from ground locations when other access is not available. DMA will not, as part of this work, access confined spaces (such as crawl spaces or elevator pits) or areas containing hazardous material storage or containment.

REVIEW THE DRAFT REPORT

DMA will provide a pdf version of the Draft Report to the Client Representative listed at the top of this Contract, who should distribute the Draft Report to the Board or other Client parties who are responsible for approving this Study. All parties who have received the draft report should review it prior to the Working Session. DMA will conduct a preliminary review meeting with the Client Representative to explain all aspects of the report and what actions can and should be taken in the Working Session unless declined by the Client Representative.

SCHEDULE AND ATTEND THE WORKING SESSION

Time is of the Essence in scheduling the date for the *Working Session*. As part of the transmittal of the Draft Study, DMA will request that the Client provide several possible dates and times to conduct the *Working Session*, which should be completed within 60 days following DMA's issuance of the Draft Study. These sessions are typically scheduled as part of a board meeting, a special meeting of the board, or a financial committee meeting. They can be held at other times as desired by the Board, and members can attend at one location or individually at their own Wi-Fi connected PC's, laptops or tablets, along with an audio connection, which can be any telephone or cell phone. We recommend that the *Working Session* be attended by the Board of Directors and/or committee members, management, and any appropriate maintenance staff. The Client is responsible for insuring that the attendees review the Draft Report prior to the Working Session. If attendees have not reviewed the Draft Report, DMA reserves the right to stop the Working Session and reschedule it at such time that the attendees shall have reviewed the Draft Report.

WORKING SESSION OPT OUT

If the Client is generally satisfied with the Draft Study and only has a few comments that can be incorporated into the Final Study, the Client can opt out of the Working Session, provide one set of comments to DMA and request a Final Report. In opting out, the Client foregoes any live analysis of potential comparative expenditure and/or funding options for their capital reserve account. If the Client fails to respond to DMA to either schedule the working session or opt out within 60 days following delivery of the Draft Report, the Client shall be determined under this Contract to have opted out of the working session.

ADDITIONAL SERVICES BEFORE THE FINAL REPORT

DMA strives to provide a complete service within the fee scope, however there are some circumstances that may result in additional services to the Contract:

- ❖ Providing new information to DMA about the community or components after issuance of the Draft Report, that requires substantial revision to, or addition to, the scope of work.
- ❖ Requesting publication of additional Draft Reports, including publication of multiple optional reports.
- ❖ Requesting additional working sessions.
- ❖ Requesting a working session after issuance of the Final Report after initially opting out.

FINAL REPORT

DMA will issue the Final Study typically within 10 days following the *Working Session*. In the event that the Client fails to hold the *Working Session* within 60 days of delivery of the Draft Study or make other arrangements acceptable to DMA, to review and finalize the Study, then DMA will issue a Final Study, based on the Draft. Either method of delivery shall complete the services provided under the Project Fee (See Invoicing and Payment terms below). In the event that the Final Study is issued without a *Working Session*, the *Working Session* may still be scheduled at a later date with issuance of a revised final report, but will be charged as an additional service.

INVOICING AND PAYMENT

DMA will invoice monthly up to 90% of the fee at the delivery of the Draft Study prior to the *Working Session*, and the remaining 10% of the fee after delivery of the Final Study under the provisions stated in this Contract. Revisions and updates requested by the Client after issuance of the Final Study will be invoiced monthly for ongoing work or upon delivery of the revised or updated study.

PROJECT SCHEDULE

DMA does not guarantee a completion schedule as part of this contract, unless a written agreement is added for a specific schedule required by the Client. For reference purposes only, we have illustrated a typical project duration in the Proposal for Services.

UPDATES TO THIS CAPITAL RESERVE STUDY AND FINANCIAL ANALYSIS

DMA will provide Level III Financial Updates to the Final Study produced under this Contract for a period of four (4) years from the issue date of the Final Study, upon request by the Client, for an additional fee as agreed between DMA and Client, which shall either be a fixed fee or an hourly rate. To support this analysis after four (4) years, DMA requires the completion of the Level II Study with Site Visit in the 5th year or at any time after that prior to any further Level III Financial Updates.

AGREEMENT TO PURCHASE SERVICES

Client agrees to retain DMA to provide services for the above captioned project in accordance with the Proposal for Services, this Contract for Service and the attached General Conditions of Contract:

Printed Name

Title

Signature

Date

GENERAL CONDITIONS OF CONTRACT

DMA

Hereinafter, DMA Reserves Inc. (DMA), shall include its employees, officers, directors, agents, insurers, partners, and consultants.

ENTIRETY OF THE AGREEMENT

The Client and DMA agree that the 'Agreement' consists of (1) the *Proposal for Services* which sets forth the scope of services that DMA will furnish, the project fee and additional fees, (2) the *Contract for Service*, which includes Client responsibilities, project limitations, and schedule, (3) these *General Conditions of Contract*, (4) the *Billing Rates for Professional Services* attached hereto, and (5) any letter or letters, electronic communications, emails or other forms of communication, between DMA and the Client, setting forth any Agreed additional terms and conditions for DMA's work. These documents and forms of communications shall constitute the entire *Agreement* between the parties, the terms of said *Agreement* shall remain in effect throughout the term of engagement.

FEES AND EXPENSES

DMA's basic fee in this matter shall be the amount set forth in any *Proposal for Services* or any letter or letters between DMA to the Client amending the fee relative to DMA's work. DMA's basic fee for the various phases of any of DMA's work may be quoted as a *Fixed Fee* amount or may be based on *Time, Expenses and Materials*, as defined below.

Fixed Fee: If a *Fixed Fee* is quoted for a particular phase of DMA's work then a reasonable allowance has been included for travel expenses and out of pocket expenses associated with site visits and travel to meeting locations. Extraordinary expenses are not included in the lump sum fee and will be billed as incurred in accordance with our *Billing Rates for Professional Services* attached herewith. Extraordinary expenses include but are not necessarily limited to:

- Additional car mileage and any other travel expenses to and from the site and meeting location beyond those site visits and meetings offered and specified in the Proposal letter, and requested by the Client.
- Outside services and special consultants providing services not specified in the scope of services, as approved by the Client.
- Specialized equipment and supplies as approved by the Client.
- Work performed by DMA beyond any specified Scope of services set forth in any Proposal letter(s) shall be considered *Extra Services* and the costs incurred will be billed as a *Time, Expenses and Materials Fee*.

Time, Expenses and Materials Fee: If a *Time, Expenses and Materials Fee* is quoted for any particular phase of DMA's work, then the costs incurred shall be based on the *Billing Rates for Professional Services* attached hereto as well as expenses incurred in the process of producing DMA's work.

BILLING RATES

The attached *Billing Rates for Professional Services* shall be in effect for the duration of this Contract up to issuance of a Final Study. DMA may adjust the rates effective January 1 of each year thereafter and shall apply such adjusted rates to any of DMA's work in progress after that time.

INVOICES AND STATEMENTS

Invoices are due and payable within 30 days of the invoice date. Invoices not paid within 30 days will incur interest at the rate of 1 ½ percent per month on the unpaid balance of the invoice. All fees incurred by DMA in collecting past due amounts are to be paid by the Client. These fees include but are not limited to reasonable actual attorney's fees. Any receipt or delay in payment shall not be contingent upon receipt of payment to the Client from third parties unless specifically agreed to in writing by DMA. A statement of account will be provided to the Client upon request and periodically as the need arises.

PAST DUE ACCOUNTS

The Client will be in default if the Client fails to make any payment when due. Upon default, the Client agrees to pay the past due amount owed to DMA, including any accrued interest, together with reasonable attorney's fees and any litigation expenses and/or costs incurred by DMA in collecting any past due amount owed by the Client. DMA may suspend Client's right to use DMA's work product in any form until the default is cured and the account is paid to date.

DISPUTE OF CHARGE

If the Client disputes any of DMA's charges, the Client shall give notice in writing of such disputed charges to DMA within 30 days of the date of the invoice. Those charges not in dispute shall otherwise be due and payable in accordance with the provisions for "Invoices and Statements" as set forth herein. The Client and DMA shall work in good faith to resolve their differences with regard to the disputed charges. If they are unable to resolve their differences within 30 days after the date of the Client's notice, then DMA shall have the right to suspend or to terminate service and seek legal or injunctive action against the Client for payment in accordance with the provisions for "Past Due Accounts" as set forth herein.

CLIENT COOPERATION

Client acknowledges and agrees that its cooperation and the cooperation of its employees are essential to the successful provision of Service as described herein. Client agrees to provide appropriate and reasonable resources to DMA to facilitate successful performance by DMA.

TERMINATION

The Client may terminate DMA's services at any time by written notice to DMA. Likewise, DMA reserves the right to discontinue service and terminate the *Agreement* between the parties at any time by written notice to the Client. In either case, termination shall be effective upon receipt of the notice. Services rendered up to the date of receipt of the notice of termination shall be billed as incurred together with expenses in accordance with the *Billing Rates for Professional Services* attached hereto. The Client agrees that DMA has the right to immediately terminate services or in lieu of termination, discontinue or suspend services if the Client fails to make any payment when due.

SOFTWARE PROGRAMMING

DMA makes no offer to provide or sell any computer software programs or functional arguments or programming as part of a commercially available program to the Client or any third party as part of the Agreement.

OWNERSHIP OF REPORTS, ELECTRONIC FILES, DATA, MEDIA, SOFTWARE PROGRAMS AND OTHER RELATED MATERIALS

Reports, electronic files, media, software programs and other related materials are instruments of professional service. Therefore, the aforementioned are considered the intellectual property of DMA and shall remain the exclusive property of DMA and, where appropriate, shall be protected and copyrighted under the laws of the United States with all rights reserved. The Client may distribute pdf. or physically published paper reports generated from this work to their members in a mandatory membership Association, Condominium, Cooperative or other membership organization, and may post such reports on client websites for use by their members. Reports may also be shared with Client's outside management company, CPA's, Attorneys, bankers and lenders in connection with this project. Distribution of reports, electronic files, media, software programs, written and electronic communications, and other related materials produced by DMA under the Agreement to ANY OTHER THIRD PARTIES requires the express written consent of DMA. In the event of default of payment as defined above, DMA may suspend Client's right to use DMA's work product in any form until the default is cured and the account is paid to date.

USE OF ELECTRONIC FILES, MEDIA, SOFTWARE AND PROGRAMS

Electronic files, media, software and programs are provided solely as a convenience to the Client. DMA shall not be responsible for any viruses that may be transmitted with the electronic files, media, software or programs. DMA shall not be responsible for any data erosion, erasure, alteration or failure of electronic files, media, software or programs that may occur at the time of transmission or over time. DMA makes no warranty as to the compatibility of the electronic files, media, software or programs with any operation system or programs.

NOTICES

Any notice required or permitted by this Agreement shall be in writing and shall be made electronically by email with delivery receipt, by nationally recognized overnight courier service or by certified mail (postage prepaid, return receipt requested).

TERM

The term of engagement shall commence on the date when the Client has executed the *Agreement for Services* and shall continue until DMA has been paid in full for all services rendered as set forth in the *Agreement*, or until Termination occurs as defined in this Agreement.

FORCE MAJEURE

If, at any time during the term of this Agreement, a party is delayed in or is prevented from or hampered or interrupted or interfered with in any manner whatever in fully performing its duties hereunder by reason of any present or future statute, law, ordinance, regulation, order, judgment or decree, whether legislative, executive or judicial (whether or not valid), act of God, earthquake, flood, fire, epidemic, accident, explosion, casualty, lockout, boycott, strike, labor controversy (including but not limited to threat of lockout, boycott or strike), riot, civil disturbance, war or armed conflict (whether or not there has been an official declaration of war or official statement as to the existence of a state of war), invasion, occupation, intervention of military forces, act of public enemy, embargo, delay of a common carrier, inability without fault on the party's part to obtain sufficient material, labor, transportation, power or other essential commodity required in the conduct of its business; or by reason of any other cause or causes of any similar nature (all of the foregoing being herein referred to as an "event of force majeure"), then the party's obligations hereunder shall be suspended as often as any such event occurs and during such periods of time as such events exist and such non-performance shall not be deemed to be a breach of this Agreement; provided however, that any event of force majeure that continues for a period of more than fifteen (15) days shall give the other party the right to terminate this Agreement without cause as provided herein.

INDEPENDENT CONTRACTOR

It is understood and agreed that the services which DMA shall provide hereunder shall be in the capacity of any independent contractor and not as an employee or agent of Client. DMA is not in any manner authorized or empowered herein to conduct business under the name of or for the account of Client; or make any representations, promises, or commitments on Client's behalf; and this Agreement shall not be deemed to create any partnership, joint venture, or relationship of principal and agent or of employer and employee between Client and DMA.

SUCCESSOR AND ASSIGNS

DMA and the Client agree that each is hereby bound and that the successors and assigns of DMA and the Client are hereby bound to the *Agreement* and all covenants, conditions and obligations set forth in the *Agreement* documents. Neither DMA nor the Client may assign, sublet, or transfer any rights under or interest in the *Agreement* without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the *Agreement*.

MUTUAL INDEMNITY

DMA agrees to indemnify and hold Client harmless from and against any and all claims, demands, suits, liabilities, losses, damages, expenses or injuries (including attorney's fees) in any way resulting from the acts or omissions of DMA, its employees or agents in the performance of this Agreement. Client agrees to indemnify and hold DMA harmless from and against any and all claims, demands, suits, liabilities, losses, damages, expenses or injuries (including attorney's fees) in any way resulting from the acts or omissions of Client, its employees or agents in the performance of this Agreement.

INSURANCE

DMA carries a *Consultants Professional Liability Policy* with a per-claim and aggregate limit of \$1,000,000. The policy is provided by Hiscox Inc. DMA carries a *Commercial General Liability Policy* with limits of \$1,000,000 per each occurrence and \$2,000,000 *General Aggregate and Workers Compensation* limits of \$ 500,000. The policy is provided by Nationwide Mutual Insurance Company.

BILLING RATES FOR PROFESSIONAL SERVICES - Effective as of this Contract Date

PERSONNEL ASSIGNMENTS

Personnel assignments to projects will be based on the level of professional and technical responsibility required for the project. Every effort will be made to assign only the appropriately qualified personnel. On some occasions, due to the lack of availability of subordinate personnel, senior personnel may have to be assigned in order to meet schedules and deadlines.

PERSONNEL RESOURCE

HOURLY RATE

| | |
|---|----------|
| Senior Partner | \$180.00 |
| Architect / Engineer / Reserve Specialist | \$150.00 |
| Reserve Analyst | \$125.00 |
| Administrative/Bookkeeping | \$75.00 |

Contract for Services
February 18, 2021
Page 6 of 7

**DMA Reserves**
INTERACTIVE RESERVE MANAGEMENT
804.644.6404 DMAreserves.com

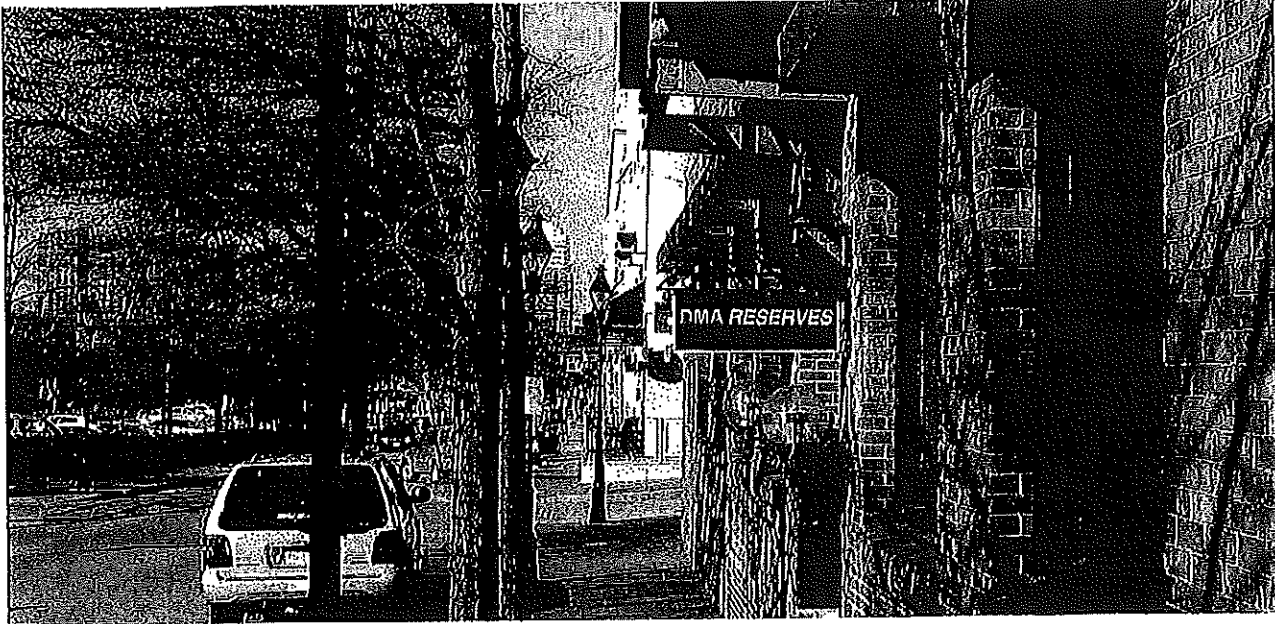
DMA Reserves, Inc.
2302 E Cary Street
Richmond, Va. 23223

Direct Expert Testimony and Appearances for Mediation, Arbitration, Legal Depositions & Trial: Rates are double for any classification.

| <u>REIMBURSABLE EXPENSES</u> | <u>COST RATE</u> |
|---|--------------------|
| Printing and Reproduction Services | Direct Cost |
| Shipping and Special Delivery | Direct Cost |
| Fees and Permits | Direct Cost |
| Equipment and Supplies | Direct Cost |
| Outside Services and Special Consultants | Direct Cost |
| Travel | |
| Mileage | \$0.560 per mile |
| Out of Town per Diem (outside 50 miles from office) | |
| One Day (per person) | \$40.00 per day |
| Overnight (per person) | \$150.00 per night |

DMA Reserves Inc.

Company Profile



DMA Reserves has been in business providing reserve studies since 1994. In 2010 DMA pioneered the *Interactive Reserve Analysis* which lets community leaders participate directly in determining their own reserve funding solutions. President, Douglas L. Greene, RS, a Licensed Architect and Reserve Specialist based in Richmond Virginia oversees a growing cadre of reserve professionals in several states to most effectively serve our clients. DMA is currently producing about 200 studies per year.

DMA maintains offices in Richmond and Falls Church, Virginia and in Auburn Alabama. In addition to these offices we have business partners in Baltimore MD, Hampton NH and Frankford DE. DMA is currently serving clients in 14 states and the District of Columbia.



Member -- CAI Chapters: Central Virginia Chapter • Chesapeake Chapter • New England Chapter • North Carolina Chapter • Alabama Chapter • Georgia Chapter • New Jersey Chapter • Pennsylvania / Delaware Chapter • South Carolina Chapter • Southeast Virginia Chapter • Southwest Virginia Chapter • Washington Metro Chapter • Florida Gulf Coast Chapter



DMA Reserves Inc.

Specialists and Professional Associates

Douglas L. Greene, NCARB, RS – President, Reserve Specialist, Richmond VA

Registered Architect since 1977, Bachelor of Architecture, Kent State University. CAI certified Reserve Specialist. Past President, CAI – Central Virginia Chapter. A practicing architect for over 40 years, Mr. Greene formed DMA in 1994 and has been producing capital reserve studies for over 28 years.

Roy L. Kalista, RS – Reserve Specialist / Project Manager, Auburn AI

Bachelor and Masters of Architecture, Florida A&M University. CAI certified Reserve Specialist. Past President, CAI – Central Virginia Chapter; Current Secretary, CAI – Alabama Chapter. Mr. Kalista joined DMA in 2012 and has been a Reserve Specialist since 2014.

David L. Herring, RS – Reserve Specialist / Project Manager, Richmond VA

Bachelor of Arts in Interior Design, Virginia Commonwealth University; Former Director of Single Family Development, Richmond Housing Coalition. Mr. Herring, who also has a Real Estate Broker license, joined DMA in 2016 and has earned his Reserve Specialist Designation from CAI in 2018.

Richard Weinberg, RA – Reserve Analyst, Falls Church, VA

Bachelor of Science in Architecture, Georgia Institute of Technology. Mr. Weinberg is a practicing architect in Washington DC and our on-site Reserve Analyst in Washington DC, Northern Virginia and Maryland.

William Blair Ertel, Jr., BSME – Reserve Analyst, Baltimore MD

Bachelor of Science in Mechanical Engineering, Johns Hopkins University. Mr. Ertel has 35 years or experience as a construction engineer and is our on-site Reserve Analyst from Baltimore, MD.

Rob Plitko, Jr., P.E. – Reserve Analyst, Frankford, DE

Bachelor of Science in Civil Engineering, University of Delaware. Mr. Plitko who is a Professional Engineer and is one of our on-site Reserve Analysts in Delaware, Pennsylvania and Maryland.

John M. Reddy, BSCE – Reserve Analyst, Hampton, NH

Bachelor of Science, Civil Engineering, University of Massachusetts. Mr. Reddy who is a professional building consultant in New Hampshire and Massachusetts, joined DMA in 2019 as a Business Partner and on-site Reserve Analyst for DMA in the New England states.

Missy A. Culley – Director of Administration, Richmond, VA

Ms. Culley joined DMA in 2011 and oversees all administrative functions and accounting from the Richmond office. Current President, CAI - Central Virginia Chapter.

James L. Kelley, Reserve Systems Manager, Falls Church VA

Mr. Kelley oversees the information technology central to DMA's interactive studies, cost data management, and the DMA website.

DMA Reserves Inc.

Reserve Study Methodology

PURPOSE

Your community contains infrastructure and amenities (capital assets) that are owned in common by all property or unit owners. Your association is responsible for replacing these assets when they wear out or become unusable. A capital reserve account is a savings account designed specifically to accumulate funds for eventual replacement of your commonly owned assets when they reach the end of their useful lives. Funds in this dedicated account can be accumulated over a period of many years without being taxed, however they can only be used for the repair or replacement of capital assets. They cannot, for example, be returned to the operating account without the Association paying a penalty. Each capital asset is referred to in this study as a *component* of your Capital Reserves. All components eventually need to be replaced in full or in part, although they may normally function for 10, 20, 30 years, or longer. Regular operating and maintenance budgets do not cover the funding required for these needs. This Capital Reserve Analysis looks at various ways to adequately fund your reserves.

A FUNDING PLAN - NOT A MAINTENANCE SCHEDULE

This plan is a general predictor for replacement of components, however it is not a *required* maintenance or replacement schedule. Specific decisions about replacement of each component should be made by the Board of Directors based on this information *and* on a periodic assessment of the actual condition of each component.

...AND NOT AN ENGINEERING STUDY

A capital reserve analysis is geared toward evaluating when a component needs to be replaced and how much it will cost to replace. It is not an in-depth engineering assessment of the component's functional operation, defects or design. Our company is staffed with engineers and architects, and works with specialized consultants who can provide such assessments; however, that work is outside the scope of the reserve analysis itself.

HOW MANY RESERVE ACCOUNTS?

It is possible to maintain separate accounts for individual components or groups of components, and some communities have requirements in their Declarations for dedicated reserve accounts, such as for private roads. Many Certified Public Accountants recommend that the number of reserve accounts be kept to a minimum. We normally recommend that you keep just one combined (pooled) account. Having one account gives you the spending flexibility to respond to an unexpected expense for one component without having to transfer funds from other dedicated accounts. Unless otherwise noted in our funding recommendation, our study will develop one account with one annual deposit amount that will meet the replacement needs of all components.

PHYSICAL ANALYSIS

The Physical Analysis is divided into two sections. The first section identifies each component to be included in the capital reserve account(s) and provides quantity information, component age, and expected useful life of each. We also observe the condition of each component and recommended any maintenance or other corrective action that should be taken at this time.

The second part shows the projected replacement cycle, percentage of expected replacement at each cycle, and the current replacement cost of each component.

FINANCIAL ANALYSIS

DMA uses our proprietary system, NAVIGATOR™, to determine the best funding plan going forward. In this analysis, each anticipated component replacement is plotted on a schedule over time. This schedule then calculates the annual total reserve account deposits required to fund all projected component expenses and maintain a minimum account balance over the entire period. Using this method of analysis requires that we set several parameters first. These include:

DMA Reserves Inc.

Reserve Study Methodology

Actual Reserve Balance at the End of the Prior Fiscal Year

This is the dollar amount provided on your association's year-end financial statement. The number that we enter becomes the beginning balance of the reserve account in year one (1) of our study. If you do not have a reserve account, we will enter \$0.00 for this balance.

Anticipated Annual Inflation Rate

This is based on historical inflation data provided by R.S. Means Company based on their recorded historical cost indices. From these, we will recommend an inflation rate, expressed as a percentage (%), to use in the study.

Annual Income Rate on Reserve Account

We base this on your community's current and/or anticipated returns on investments from savings accounts, Certificates of Deposit, Money Market accounts or other fund investments. If funds are deposited in several different accounts, we will take an average of the earnings rate on all of the accounts. This number, expressed as a percentage (%) is input into the study.

Account Threshold

The goal of the Cash Flow funding plan is to keep your account above a minimum balance over the life of the study while insuring that all components are fully funded when they are scheduled to be replaced. We can set that minimum balance at zero (\$0.00), which is called "baseline" funding. We can also set a minimum account balance, or "threshold", at some amount above zero, in order to provide a buffer for the variations in actual expenditures that will inevitably occur over the life of the study. We typically use a percentage of your total expected reserve expenditures over the 30-year study period to establish this amount, but each community can set their own threshold. The amount is input into the study as a bottom limit for the cash flow in the account. This amount will increase every year at the rate of inflation.

Annual Contribution Escalation

As inflation decreases the value of the dollar over time, it is necessary to introduce an escalation factor so that the contribution grows in relation to the growth in actual costs over time. If we did not do this - if we kept the contribution constant - owners today would have to contribute a much larger amount in order to offset the declining value of the same contributions made in the future. The escalation rate provides parity for present and future owners.

In communities that are significantly underfunded, it may be necessary to use an escalation factor that is greater than the inflation rate to gradually increase your contributions to an acceptable level. The annual contribution escalation is expressed as a percentage (%) and is initially input into the study to match the rate of inflation. We can adjust this rate as a constant over the entire study period, or manually adjust it from year to year, to help us design the appropriate funding plan.

The 30-Year Cash Flow Study

Having identified the above parameters, we conduct our cash flow study. This study can balance out contributions over the next 30 years, to distribute the responsibilities for reserve funding between present and future owners in various ways. It can also incorporate funding tools such as special assessments and bank loans into the overall calculations. Our proprietary system, NAVIGATOR™, is designed to allow us to conduct this analysis dynamically in a physical or online meeting format so that community leaders and management can have test alternate funding plans and decide on the plan best suited to the needs and priorities of the community.

The matrices that show the mechanics of the plan are provided in the report.

DMA Reserves Inc.

Reserve Study Methodology

In the report, we provide a list of the expected reserve expenditures by component for each year of the study. Note: all costs shown in these schedules are presented in current dollars as of the report date. The total values of these annual expenditures are revised to reflect the input inflation rate, in the cash flow matrices.

The results of this study are summarized in a five-year funding schedule and a 30-year funding plan graph. These results comprise our recommended funding plan for your community as of the date of the study. The financial aspects of this plan can be updated annually (or any time) upon request, and we recommend an update of the full study, including the physical analysis, every 3 to 5 years.

To: Ocean Pines Board of Directors
 From: John Viola
 Subject: Request for Compliance Action
 Date: March 20, 2021

| | |
|--|--|
| Responsible Party | Arnold & Jill Jenkins |
| Ocean Pines Address & Sec./Lot | 4 Raft Road, 08/0066 |
| Mailing Address | Same as above |
| Responsible Party Phone #(s) | 410-208-2768 |
| Violation | Roof Maintenance |
| Violation Reference | Section 8.A.I. of the Declaration of Restrictions |
| Violation Reported | 08/12/2020 |
| Violation Confirmed | 08/12/2020 |
| Letter sent to Responsible Party detailing violation and advising them of ARC Meeting | 08/12/2020 |
| ARC Hearing and Results | 11/3/2020; final letter then forward to General Manager |
| Follow Up Inspection | 11/19/2020 |
| CPI Notification to GM and ARC of Responsible Party not in compliance | 11/19/2020 |
| To Counsel for Court Order | 11/30/2020 (15-day attorney letter sent 2/10/2021) |
| GM notification to Board, ARC & CPI | 3/20/2021 |
| GM Continuing Violation Recommendation to Board | Per paragraph 14 of the Declaration of Restrictions, repair the exterior and have cost of service added to assessments |
| Board Decision | |

08-0066
4 RAFT ROAD



To: Ocean Pines Board of Directors
 From: John Viola
 Subject: Request for Compliance Action
 Date: March 20, 2021

| | |
|--|--|
| Responsible Party | Anita Wall |
| Ocean Pines Address & Sec./Lot | 19 King Richard Road, 10/0488 |
| Mailing Address | 940 Springs Fireplace Road, East Hampton, NY 11937 |
| Responsible Party Phone #(s) | No phone # listed |
| Violation | Roof Maintenance |
| Violation Reference | Section 8.A.I. of the Declaration of Restrictions |
| Violation Reported | 10/7/2020 |
| Violation Confirmed | 10/7/2020 |
| Letter sent to Responsible Party detailing violation and advising them of ARC Meeting | 10/7/2020 |
| ARC Hearing and Results | 11/3/2020; final letter then forward to General Manager |
| Follow Up Inspection | 11/19/2020 |
| CPI Notification to GM and ARC of Responsible Party not in compliance | 11/19/2020 |
| To Counsel for Court Order | 11/30/2020 (15-day attorney letter sent 2/10/2021) |
| GM notification to Board, ARC & CPI | 3/20/2021 |
| GM Continuing Violation Recommendation to Board | Per paragraph 14 of the Declaration of Restrictions, repair the exterior and have cost of service added to assessments |
| Board Decision | |

10-0488
19 KING RICHARD ROAD



To: Ocean Pines Board of Directors
 From: John Viola
 Subject: Request for Compliance Action
 Date: March 20, 2021

| | |
|--|--|
| Responsible Party | Francis & Kathleen Leizure |
| Ocean Pines Address & Sec./Lot | 9 Camelot Circle, 10/1054 |
| Mailing Address | 7642 North Arbory Way, Laurel, MD 20707 |
| Responsible Party Phone #(s) | No phone # listed |
| Violation | Roof Maintenance |
| Violation Reference | Section 8.A.I. of the Declaration of Restrictions |
| Violation Reported | 10/7/2020 |
| Violation Confirmed | 10/7/2020 |
| Letter sent to Responsible Party detailing violation and advising them of ARC Meeting | 10/7/2020 |
| ARC Hearing and Results | 11/3/2020; final letter then forward to General Manager |
| Follow Up Inspection | 11/19/2020 |
| CPI Notification to GM and ARC of Responsible Party not in compliance | 11/19/2020 |
| To Counsel for Court Order | 11/30/2020 (15-day attorney letter sent 2/10/2021) |
| GM notification to Board, ARC & CPI | 3/20/2021 |
| GM Continuing Violation Recommendation to Board | Per paragraph 14 of the Declaration of Restrictions, repair the exterior and have cost of service added to assessments |
| Board Decision | |

10-1054
9 CAMELOT CIRCLE



ARC GUIDELINES FOR SHORT TERM RENTALS IN OCEAN PINES

1. REQUIREMENTS OF RENTAL OF A PROPERTY WITHIN THE OCEAN PINES COMMUNITY

- a. Single Family residences within Ocean Pines that are rented for a period of twenty-nine (29) days or less are considered businesses and require a Worcester County Rental Permit and an Ocean Pines Rental Permit and Sticker. The Permit and Sticker must be obtained by the Owner of the property or from anyone leasing and/or subleasing a property. Permits and Stickers and the inspections required to obtain them must be completed annually and must show the maximum occupancy of the residence and the name and telephone number of the property manager or local emergency contact that fulfills the requirements of 1g (below). Ocean Pines reserves the right to refuse the approval of a rental application.
- b. A copy of the Worcester County Permit Application and a copy of the actual Permit must be submitted with the Ocean Pines application.
- c. Permit and sticker must be applied for by property owner or from anyone leasing and/or subleasing a property and renewed annually.
- d. The Inspection of the property as noted in (a) above must be completed by a licensed Maryland Home Inspector approved by the Compliance, Permits and Inspection Department. A list of approved inspectors is available from the Department. All Short-term rental properties in Ocean Pines must meet the following life safety requirements:
 - i. Smoke detectors must meet the current Maryland requirements and must be located in all sleeping areas and egress corridors.
 - ii. Properties with wood burning fireplaces, propane, natural gas or fuel oil systems and/or appliances must be equipped with carbon monoxide detectors. Units with all electric heating, HVAC, water heaters and appliances are exempt from this requirement.
 - iii. All units must have at least one 4A:60B:C fire extinguisher.
 - iv. Fire extinguishers must have an annual inspection noted on the unit.
 - v. Each house must display a clear and unobstructed house number on an Ocean Pines approved marker. This display must remain unobstructed.
 - vi. In addition to the above requirements for Life Safety, the Owner must ensure the following:
 - vii. That the property subject to rental is in full compliance with the Association's Declaration of Restrictions for the section where the property is located (*See Declaration of Restrictions, Ocean Pines Home page*)
 - viii. That the property has the proper number of waste receptacles. The minimum size for waste receptacles is 35 gallons. Waste receptacles must have a hinged lid.
 - ix. That the property has the proper number of off-street parking spaces.
- e. Application permit and sticker must show the maximum occupancy of the residence which must comply with the lesser of the Worcester County occupancy ~~map~~ or Figure 1.
- f. When the property is approved and registered following the above procedures, an Ocean Pines Rental Sticker will be issued and must be affixed to the front entry door of the

property in a conspicuous location at eye level. The Rental Sticker must show the maximum occupancy of the residence and the name and telephone number of the property manager or local emergency contact that fulfills the requirements of 1g. Property owner or individual leasing or subletting the property must permit employees or other representatives of Ocean Pines access to the property grounds to inspect the displayed permit sticker.

- g. Owner of rental property or individual leasing or subletting the property must be within a 30-minute drive of Ocean Pines during the times the property is rented. If the owner or individual leasing or subletting the property is not within a 30-minute drive, they must designate an authorized adult representative for their property, on the rental application, with the authority to make decisions on the owners or individuals leasing or subletting the property behalf. The designated representative must live within 30 minutes of Ocean Pines. If the owner or individual leasing or subletting the property lists the property with a rental agency, the name and contact information for the agency must be noted on the application.
- h. If complaints occur regarding the actions/behavior of the rental occupants, the owner or individual leasing or subletting the property or their designated representative is responsible for promptly addressing and resolving any issues.
- i. If, at any time, the occupancy is contrary to the number of allowable renters (*See Figure 1*) or the Life Safety Requirements in 1h are not in full compliance, then the Rental Permit shall be withdrawn and made invalid as to that property. The wait period to renew Rental Permits withdrawn will be one year (365 days from the date the permit was withdrawn).
- j. By applying for and accepting the Ocean Pines Rental Permit the property owner, individual leasing or subletting the property, or their authorized agent agree to make the dwelling unit available for inspection during reasonable hours upon request by the Association to verify compliance with the provisions of the Association Architectural Guidelines.

II. Bed and Breakfast Operations Restricted

Bed and breakfast operations are prohibited.

III. Functions and Events Prohibited:

Hosting events and functions for individuals who are not authorized lodgers of the property are prohibited.

IV. Dwelling Units, Occupancy and Overcrowding

Dwelling, Dwelling Units, Bedrooms and Occupancy Requirements are defined by Worcester County Code and Figure 1.

Properties must be rented in their entirety and can only be subject to one rental contract at any one time.

DWELLING or DWELLING UNIT

Any building or portion thereof occupied or intended to be occupied for residential purposes by a single family or housekeeping unit, but not including a watercraft, tent, seasonal cabin, recreational vehicle or trailer, assisted living unit, supported living facility unit, or a room in a hotel, motel or boardinghouse, and having at least five hundred square feet of livable gross floor area.

DWELLING, SINGLE-FAMILY

A detached dwelling unit designed for use or used exclusively for residential purposes by one family or housekeeping unit, having at least five hundred square feet of livable gross floor area and, except where specifically permitted by the primary district regulations, only one single-family dwelling may be located on an individual lot or parcel.

A dwelling unit shall be occupied by no more than four individuals who are unrelated by blood, marriage, or adoption. The maximum occupancy of a dwelling shall be subject to the following capacities set forth in *Figure 1* below. in no case shall the number of unrelated occupants of a dwelling exceed four:

The total number of occupants permitted in any short-term rental unit shall not exceed the sum of all occupants permitted in each bedroom of the structure.

FIGURE 1

**ALLOWABLE OCCUPANCY AND REQUIREMENTS BY SQUARE FOOTAGE AND BEDROOM SIZE
 UNDER NO CIRCUMSTANCES SHALL DWELLING UNITS BE OCCUPIED BY MORE OCCUPANTS THAN PERMITTED IN
 FIGURE 1
 IN THE EVENT THAT THE OCCUPANCY DETERMINED BY THE FINISHED AREA AND THE BEDROOM SIZE DIFFER THE
 OCCUPANCY INDICATED BY THE BEDROOM SIZE WILL BE USED.**

| Finished Area of a Single-family Dwelling (in square feet) | Maximum Number of Occupants* | Number of Waste Receptacles Required * | Number of off-street, non-stacked, parking spaces required |
|--|------------------------------|--|--|
| Up to 1,200 | 4 Occupants | 2 | 2 |
| 1,201 to 1,750 | 5 Occupants | 2 | 2 |
| 1,751 to 2,400 | 6 Occupants | 3 | 3 |
| 2,401 to 3,150 | 7 Occupants | 3 | 3 |
| 3,151 to 4,000 | 8 Occupants | 4 | 4 |
| 4,001 to 4,500 | 9 Occupants | 4 | 4 |
| 4,501 to 5,000 | 10 Occupants | 5 | 5 |

- Waste receptacle minimum size is 35 gallons and must have hinged lids.

UNDER NO CIRCUMSTANCES SHALL DWELLING UNITS BE OCCUPIED BY MORE OCCUPANTS THAN PERMITTED IN FIGURE 1

Bedrooms must comply with the Worcester County Code:

BEDROOM

A room that can be used for sleeping that meets all the following criteria:

- (1)** Contains a minimum of seventy square feet of conditioned space unobstructed other than by furniture and not including closets.
- (2)** Is located along an exterior wall of the structure in which it is contained.
- (3)** Has an entry door and a closet.
- (4)** Does not provide access to another room other than a bathroom or a closet.
- (5)** Has an emergency means of escape and rescue meeting the requirements of the County Building Code adopted pursuant to § BR 1-201 of the Building Regulations Article.
- (6)** Is not all or any part of a hallway, bathroom, kitchen, living room, family room, dining room, den, home theater/media room, breakfast room or nook, pantry, laundry room, sunroom, recreation room, exercise room or any other similar use.

Every bedroom occupied by more than one person shall contain not less than fifty square feet of floor area unobstructed other than by furniture for each occupant.

| Bedroom Size (square feet) | Maximum Number of Occupants |
|----------------------------|-----------------------------|
| 50 | 1 |
| 100 | 2 |
| 150 | 3 |
| 200 | 4 |
| 250 | 5 |
| 300 | 6 |

IV FEES

The Ocean Pines Rental Permit Fee for properties will be set forth by a Resolution of the Ocean Pines Board of Directors. The Rental Permit fee schedule will be available upon request.

V VIOLATIONS AND REQUESTED REMEDIES

A. FAILURE TO OBTAIN AND/OR POST LICENSURE

Any property rented on a short-term basis within Ocean Pines that does not have a current Worcester County and Ocean Pines Rental License and Registrations is in violation of rental codes. Code violations are considered to pose an immediate and serious threat to the health, welfare or safety to the occupants and/or the public. Properties in violation must be immediately vacated and not rented until brought into compliance.

B. FAILURE TO PROVIDE ADEQUATE EGRESS OR SAFETY EQUIPMENT

Any property rented on a short-term basis within Ocean Pines that does not have proper egress and life safety equipment is in violation of rental codes. Code violations are considered to pose an immediate and serious threat to the health, welfare or safety to the occupants and/or the public. Properties in violation must be immediately vacated and not rented until brought into compliance.

C. EXCEEDING OCCUPANCY LIMITS

Any property rented on a short-term basis within Ocean Pines that exceeds occupancy limits is in violation of rental codes. Code violations are considered to pose an immediate and serious threat to the health, welfare or safety to the occupants and/or the public. Properties in violation must be immediately vacated and not rented until brought into compliance.



OCEAN PINES ASSOCIATION, INC.

Proposed Topic for Discussion By Board of Directors

DATE: 3/12/21

Page 1 of 1

TOPIC: Board Self-Evaluation

FOR INCLUSION IN MEETING HELD ON: 3/20/21

SUBMITTED BY: Colette Horn

TOPIC: Use of a board self-evaluation process to examine performance of Board, Officers and Directors.

CONCISE STATEMENT: Based on board discussion it was agreed that a board self-evaluation would be used as a tool to examine board, officer and director performance and develop plans for areas in need of improvement.

BACKGROUND: The OPA membership and its Board of Directors recognize that it is time to take stock and refocus to ensure that the board and its members are clear on purpose, roles, and strategies for improvement in performance. In the for-profit business world, as well as the nonprofit world, stakeholders are increasingly expecting to see board self-evaluation results as a measure of effectiveness and accountability. This discussion is meant to give direction to a self-evaluation process for the OPA Board that is modeled after best practices. A draft self-evaluation survey (attached) is to be discussed, which aims to examine four broad categories:

1. Board Mission and Purpose
2. Board/Management Relations
3. Board Composition and Director Performance
4. Officer Performance

Next steps will also be discussed.

Ocean Pines Association Board Self-Evaluation

Vision: Ocean Pines will be a premier resort community, offering exceptional value and quality of life to property owners who are diverse in age, economic status and interests.

Mission: Provide the governance, administration, facilities, services, and amenities that are necessary to make Ocean Pines an attractive, affordable, safe, and enjoyable place to live and work.

Completed by: _____ Date: _____

Please respond to each item below. For any item earning a score below 3, please provide comments and/or supporting documentation.

Mission and Purpose

1. Statements of the Association's mission are well-understood and supported by the Board: Meeting presentation and discussions consistently reflect the Association's stated mission. *Policy and financial decisions support the Associations' stated mission.*

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

2. The Board evaluates the Association's performance on a regular basis by comparing stated mission to actual operational achievements.

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

Other: _____

Board/Management Relations

3. The Board has an established policy for communication with the General Manager (GM): *Association President meets regularly with the GM to ensure focus on Board priorities and communicates back to Board updates on major operational issues. The Board has in place an agreed-upon protocol for communication between individual Directors and the GM, Department Heads and Employees. Board members act as liaison between the Board and GM workgroups as requested, refrain from directing employee members of workgroups, secure information that is relevant to board responsibilities and authority, and provide timely and regular updates to the Board.*

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

4. The Board uses an established protocol to conduct the GM's Performance Review: *The Board has an agreed-upon format for review of the GM's performance that allows for input from the GM on performance priorities and includes review of agreed-upon deliverables as well as overarching performance elements. Formal performance review of the GM occurs annually.*

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

Other: _____

5. The Board supports the General Manager. Disagreements with the actions of the General Manager are communicated to the full Board for discussion. Board members refrain from airing such disagreements in public and strive for resolution to be achieved within the organization. When necessary, such disagreements and any proposals for corrective action are brought forth for discussion by the full Board in closed session. Any need for corrective action is determined through Board vote or consensus based on input from all Directors and is communicated to the General Manager by the Association President.

Priorities for Board Performance - 2

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

Board Membership and Performance

6. The Board Operates consistent with laws and guidelines set forth in governing documents. *Directors are familiar with governing documents and Maryland HOA law and their content. The Board uses Association Counsel when necessary to ensure that actions are consistent with laws and governing documents. Advance notice is given for all meetings of the Board, and materials are made available to the Board and Association Members with time to review them in advance of meetings.*

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

7. Board strives for diversity in its membership. *The Board encourages Candidate Search that strives for diversity of gender, ethnicity, age, expertise, interests, and other factors that reflect the make-up of the Association Membership. The Board uses its members' talents and skills effectively.*

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

8. Newly elected Directors receive adequate orientation to their role and what is expected of them. *Officers and Directors receive orientation to the scope and limits of their responsibilities as directors and, if applicable, their respective Officer positions. Newly elected Directors are oriented to the Association's amenities and operations, financial matters, governing documents, and unfinished business of the Association. The Association President ensures that new Directors receive documents and forms required to perform their duties and make decisions on unfinished business.*

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

9. Ad-Hoc and Advisory Committees meet and report to the Board regularly. *Executive Council meetings are held at least twice per year. Meeting Minutes and Annual reports from Advisory Committees are submitted in a timely manner and recommendations are considered by the Board. Liaisons regularly communicate with the full Board highlights of the committees' work.*

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

10. The Board has in place and fully understands an Association strategic planning process.

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

11. Board Self-Evaluation: *The Board reviews its own performance on a regular basis, reflects on its own effectiveness in its governance work, and engages in Board development activities as needed.*

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

Other: _____

Director Performance

12. Board members are fully engaged and participate during board meetings and in their roles as Advisory Committee Liaison and ad-hoc committee member. *Board members review meeting materials and request additional information as needed in advance of the meeting, participate in discussions in such a way as to add value to the discussion, and encourage differing points of view. Board members use the Motion and the Topic for Discussion to accomplish the work of the Board and to achieve goals consistent with the Association Mission and Vision. Board members abide by provisions of Bylaws and Resolutions that speak to*

Priorities for Board Performance - 3

matters of ethics, conduct and conflicts of interest. Board members maintain the confidentiality of information discussed in closed session or covered by attorney-client privilege.

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

13. Board members maintain the professionalism and decorum that befits their role. Board members abide by provisions of Bylaws and Resolutions that speak to matters of ethics, conduct and conflicts of interest. Board members maintain the confidentiality of information discussed in closed session or covered by attorney-client privilege. Public statements and communications with the public, press or governmental employees and officials that are attributed to the Board are based on consensus agreement about the content. Any such communications by an individual Director are clearly identified as reflecting that individual's position and not that of the Board.

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

14. Board members support the decisions made by the Board. Even if a director does not agree with a decision, they support it and refrain from actions or public statements that undermine it. Efforts to correct decisions that are considered to be in error are addressed through the use of the Discussion Topic, Ad Hoc Committee and/or Motion processes.

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

Association Officer Performance

15. The Association President effectively and appropriately leads and facilitates the Board meetings and the policy and governance work of the Board. The Association President encourages input and diverse points of view during discussions, ensures that every board member has an opportunity to be heard before decisions are made, ensures that all participants maintain appropriate decorum, and helps the Board work well together. Meetings adhere to Robert's Rules of order.

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

16. The Association President has a clear understanding of the limits and scope of their responsibility and carries out their responsibilities faithfully and timely. The Board President ensures that orders and Resolutions of the Board are carried out; timely signs all leases, mortgages, deeds, promissory notes, checks and contracts as set forth in the Bylaws. The Association President directs the General Manager to implement actions or programs specified by the Board. The Association President meets regularly with the General Manager to fulfill their role as liaison with the Board and ensures that all directions are based on Board vote or consensus with input from all Board members.

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

17. The Board supports the Association President. Disagreements with the actions of the Association President are communicated respectfully using tone and language that strives for resolution and is free of condescension. Board members refrain from airing disagreements in public and strive for resolution to be achieved within the Board. When necessary, such disagreements are brought to the full Board for discussion in closed session.

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

18. The Vice President carries out all the duties of the Association President in the event of the President's absence, inability or other compelling need for them to do so. The Vice president faithfully performs any other duties assigned by the Board of Directors or delegated by the President

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

Priorities for Board Performance - 4

19. The Board supports the Association Vice President. Disagreements with the actions of the Association Vice President are communicated respectfully using tone and language that strives for resolution and is free of condescension. Board members refrain from airing disagreements in public and strive for resolution to be achieved within the Board. When necessary, such disagreements are brought to the full Board for discussion in closed session.

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

20. The Association Secretary faithfully and timely performs all duties incident to their office and other duties assigned by the Board of the Directors. The secretary ensures the keeping of the minutes of all Board meetings, maintains the Book of Resolutions, carries out the functions associated with elections and referenda as outlined in the Bylaws and applicable Resolutions, ensures the maintenance of a roster of all members of the Association, properties owned, and addresses of members, and ensures the affixing of the Seal of the Association to documents when required.

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

21. The Board supports the Association Secretary. Disagreements with the actions of the Association Secretary are communicated respectfully using tone and language that strives for resolution and is free of condescension. Board members refrain from airing disagreements in public and strive for resolution to be achieved within the Board. When necessary, such disagreements are brought to the full Board for discussion in closed session.

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

22. The Association Treasurer understands and carries out their responsibilities faithfully and timely. The Treasurer performs all duties of the Chief Financial Officer of the Association, including safeguarding the Associations financial interests, oversight of the keeping of the complete books and records showing the financial condition of the Association and its departments; the maintenance of a record of each member's account with the association; the depositing of all association funds in such banks or other depositories as approved by the Board of Directors.

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

23. The Board supports the Association Treasurer. Disagreements with the actions of the Association Vice President are communicated respectfully using tone and language that strives for resolution and is free of condescension. Board members refrain from airing disagreements in public and strive for resolution to be achieved within the Board. When necessary, such disagreements are brought to the full Board for discussion in closed session.

Strongly Disagree. 1 2 3 4 5 Strongly Agree

Comments: _____

Other: _____

**OCEAN PINES ASSOCIATION
ADVISORY COMMITTEE APPLICATION**

1. Name of Applicant: Yvette Tanious
 2. Address: 28 Leslie Mews
 3. Email: yvette@yocancity.com
 4. Telephone: 240-426-0550 Property Owner for 4 (years)
 5. Committee in which you would like to be involved:

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

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

6. Why do you want to be on this Committee? _____

7. What knowledge/input can you offer to this Committee? _____
See attachment (Resume)

[Signature] _____ Date 1/26/2021

1st Endorsement from Committee Chairperson:
 Comment: _____
[Signature] _____ Date 2/22/21

2nd Endorsement from Board Liaison to Committee:
 Comment: _____
[Signature] _____ Date 2/24/21

Board Action: _____ Date: _____

President's Signature _____ Date _____

YVETTE TANIOUS

28 Leslie Mews, Ocean Pines, MD 21811

PH: 240-426-0550

Objective:

Serving on the Ocean Pines Budget & Finance Committee.

WORK EXPERIENCE

1. **Director - Navy Modernization Naval Sea Systems Command, 2010-2017**
 - + Served as the Director of Navy Modernization Process at Naval Sea Systems Command, Washington Navy Yard.
 - + I managed and implemented surface ship modernization policy.
 - + I managed over \$20 Million budget for the Navy Modernization organization.
 - + Facilitated Decision Admirals and Executive Boards.
 - + Managed an IT ship modernization system and training effort that catered to over 20,000 customers across the Navy in US and abroad.

2. **Program Manager Naval Sea Systems Command, 2000-2018**
 - + Managed the integration onboard ships of combat systems/C4I (command, control computer, communication and intelligence) installations and coordination with major system commands.
 - + Prepared and managed over \$10M budget

3. **Home Association Experience**
 - + Served as treasurer for Jocelyn Manor Condo Association, 2014-2016
 - + Served as treasurer for Nantucket on the Bay Condo Association, 2015-2017
 - + Served as secretary for Nantucket on the Bay Condo Association 2004-2007

4. **Rental Property Manger**
 - + Managed from A-Z 9 owned condo properties at Ocean City, MD
 - + Developed and published rental website
 - + Interacted with customers on a daily basis

EDUCATION

- Master's Degree, The George Washington University, 1994
- Bachelor's Degree in Electrical Engineering, University of Pittsburgh 1981
- Certified Program Manager Level III through the Defense Acquisition Workforce Improvement Act (DAWIA)
- Self taught programing, and website development

**OCEAN PINES ASSOCIATION
ADVISORY COMMITTEE APPLICATION**

1. Name of Applicant: Bob O'Malley

2. Address: 23 Moonshell Dr.

3. Email: bobomalley52@gmail.com

4. Telephone: 443-421-3105 Property Owner for 19 (years)

5. Committee in which you would like to be involved:
- | | | |
|---|----------------|--------------------------|
| <input type="checkbox"/> Aquatics | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Architectural Review | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Budget & Finance | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> By-Laws & Resolutions | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Clubs | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Communications | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Elections | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Environment & Natural Assets | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Golf | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Marine Activities | Re-Appointment | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Racquet Sports | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Recreation & Parks | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Search | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Strategic planning | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Other _____ | Re-Appointment | <input type="checkbox"/> |

Potential Term: 1st 2nd 3rd ~ Term will expire: _____
 6. Why do you want to be on this Committee? To help grow racquet sports in Ocean Pines.

7. What knowledge/input can you offer to this Committee? Knowledge of all 3 sports.
Bob O'Malley _____ 2-16-21
 Signature Date

1st Endorsement from Committee Chairperson:
 Comment: Phetterson / g

 Signature Date

2nd Endorsement from Board Liaison to Committee:
 Comment: Camille Rojas

 Signature Date 2-16-21

Board Action: _____ Date: _____

 President's Signature Date

**OCEAN PINES ASSOCIATION
ADVISORY COMMITTEE APPLICATION**

1. Name of Applicant: Tom Piatti
 2. Address: 13 CHATHAM COURT
 3. Email: TOMPIATTI@AOL.COM

4. Telephone: 410 302 0558 Property Owner for 20 (years)

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

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

Potential Term: 1st 2nd 3rd ~ Term will expire: 2022

6. Why do you want to be on this Committee? HELP the COMMUNITY to FULFILL the SEARCH COMMITTEE RESOLUTION.

7. What knowledge/input can you offer to this Committee?
I HAVE BEEN ON the Search Committee before, 2017 & 2018.
I still have all documents AND EMAILS FOR THAT 2 Yr. Term

Signature Thomas Piatti Date 3/10/2021

1st Endorsement from Committee Chairperson:
 Comment: _____

Signature _____ Date _____

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

Signature [Signature] Date 3-16-21

Board Action: _____ Date: _____

President's Signature _____ Date _____

**OCEAN PINES ASSOCIATION
ADVISORY COMMITTEE APPLICATION**

1. Name of Applicant: Andie Davis
 2. Address: 32 Royal Oaks Dr.
 3. Email: Andiepdavis@gmail.com
 4. Telephone: 410-200-6000 Property Owner for 2.5 (years)
 5. Committee in which you would like to be involved:

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

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

6. Why do you want to be on this Committee? I would like to help improve our board dynamic.

7. What knowledge/input can you offer to this Committee? I am very organized and familiar with hmg and how boards function.

Signature Andie Davis Date 3-6-2021

1st Endorsement from Committee Chairperson:
 Comment: _____

Signature _____ Date _____

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

Signature _____ Date _____

Board Action: _____ Date: _____

President's Signature _____ Date _____

**OCEAN PINES ASSOCIATION
ADVISORY COMMITTEE APPLICATION**

1. Name of Applicant: Andie Davis
 2. Address: 32 Royal Oaks Dr.
 3. Email: andiepdavis@gmail.com
 4. Telephone: 410-200-6008 Property Owner for 2.5 (years)

5. Committee in which you would like to be involved:
- | | | |
|--|----------------|--------------------------|
| <input type="checkbox"/> Aquatics | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Architectural Review | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Budget & Finance | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> By-Laws & Resolutions | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Clubs | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Communications | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Elections | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Environment & Natural Assets | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Golf | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Marine Activities | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Racquet Sports | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Recreation & Parks | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Search | Re-Appointment | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Strategic planning | Re-Appointment | <input type="checkbox"/> |
| <input type="checkbox"/> Other _____ | Re-Appointment | <input type="checkbox"/> |

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

6. Why do you want to be on this Committee? I would like to help effect change and improvements in our community

7. What knowledge/input can you offer to this Committee?
I am a teacher, I am a doctoral candidate, and am very organized and technologically inclined.

Signature: Andie Davis Date: 3-8-2021

1st Endorsement from Committee Chairperson:
 Comment: _____

Signature: _____ Date: _____

2nd Endorsement from Board Liaison to Committee:
 Comment: Jerry Jensen

Signature: _____ Date: 3-16-21

Board Action: _____ Date: _____

President's Signature: _____ Date: _____