

BOARD MEETING:  
2ND AND 4TH TUESDAY OF EACH MONTH  
(410) 226-5122



101 Market Street  
P.O. Box 339  
Oxford, Maryland 21654

## Commissioners of Oxford

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The next COMMISSIONERS OF OXFORD regular meeting will be held in person at  
101 Market Street on August 27, 2024 at 6 pm  
All are welcome to join the meeting in person or view the meeting virtually at the following link:  
[https://townhallstreams.com/towns/oxford\\_md](https://townhallstreams.com/towns/oxford_md)

### COMMISSIONERS OF OXFORD ~ August 27, 2024 AGENDA

#### REGULAR TOWN MEETING – 6 pm

Pledge of Allegiance

#### CLOSED SESSION

The Oxford Commissioners will vote to go into Closed Session following this open session on this 27<sup>th</sup> day of August 2024 under the Open Meetings Act, General Provisions Art. Sub-Section 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction and consult with counsel to obtain legal advice.

#### ANNOUNCEMENTS FROM COMMISSIONER

Commissioners Comments/Announcements

#### PUBLIC HEARING

**Ordinance #2412 – AN ORDINANCE FOR THE COMMISSIONERS OF OXFORD TO AMEND THE OXFORD TOWN CODE TO PROHIBIT RETAIL ESTABLISHMENTS IN THE TOWN FROM PROVIDING CUSTOMERS WITH SINGLE USE DISPOSABLE PLASTIC BAGS**

**ORDINANCE #2413 – AN ORDINANCE FOR THE TOWN OF OXFORD TO AMEND CHAPTER 11 OF THE TOWN CODE TITLED “HARBOR MANAGEMENT ORDINANCE”, TO REVISE SPECIFICATONS FOR MOORINGS AND ESTABLISH AN ESCROW ACCOUNT FOR MOORING MAINTENANCE**

#### UNFINISHED BUSINESS

- Announcement of professional search firm selected
- Orange fence at the Strand
- Water Well #2 - Update

#### NEW BUSINESS

- Recommendation letter – Oxford Community Center
- Request to purchase – UV Disinfection Bulbs & YSI Probes, Service & Calibration
  - Est. Cost \$6,570.80
- Approval of Ad for Administrative Clerk Position

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## Commissioners of Oxford

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### LETTERS RECEIVED

- Rebecca Gaffney – Actions of Committee Members
- James Wilcox – Tree Pruning
- Dan Kordell – The Baseball Field
- Susan DeLean-Botkins – Trees
- Richard Leggett – against Plastic Bag Ban

### COMMISSIONERS COMMENTS

**PUBLIC COMMENTS** Public comments are encouraged and can also be emailed to [oxfordclerktreasurer@goeaston.net](mailto:oxfordclerktreasurer@goeaston.net) by noon on the Monday before every meeting

### FUTURE MEETINGS

September 10, 2024 – Commissioners Meeting  
September 24, 2024 – Commissioners Meeting

### ADJOURNMENT OF OPEN SESSION

Vote to go into closed session

### ADJOURNMENT OF CLOSED SESSION

The Commissioners of Oxford are governed by the Oxford Charter and are guided by Robert's Rules of Order. The Charter provides that all meetings of the Commissioners shall be open to the public, and the rules of the Commissioners shall provide that residents of the Town shall have a reasonable opportunity to be heard at any meeting in regard to any municipal question. Public Comment is included on all Commissioner regular meeting agendas and affords the public the opportunity to have a voice, and the Commissioners an opportunity to listen. Public Comment is not a Debate. It is not a question-and-answer session or discussion. If, after a public comment, a Commissioner wishes to clarify a matter, they may do so. With that in mind, the Commissioners thank the public for their interest, welcomes the public to speak, and requests that anyone who would like to speak please state your name and address for the record.

COMMISSIONERS OF OXFORD

ORDINANCE NUMBER 2412

INTRODUCED BY: Tom Castigan

DATE OF INTRODUCTION: 7.23.24

**AN ORDINANCE OF THE COMMISSIONERS OF OXFORD TO AMEND  
THE OXFORD TOWN CODE TO PROHIBIT RETAIL  
ESTABLISHMENTS IN THE TOWN FROM PROVIDING CUSTOMERS  
WITH SINGLE USE DISPOSABLE PLASTIC BAGS**

Introduced, read first time, ordered posted, and public hearing scheduled on August  
27, 2024 at 6:00 p.m. at the Oxford Town Meeting Room, Market Street, Oxford,  
Maryland 21654.

By Order Vickie Sharp  
Town Clerk

I hereby certify that the foregoing Ordinance Number 2412 of the Town of Oxford  
was duly read, advertised, and enacted in accordance with the applicable provisions of the  
Charter of the Town of Oxford on this \_\_\_ day of \_\_\_\_, 2024.

Attest:

\_\_\_\_\_  
Vickie Sharp, Clerk/Treasurer  
Town of Oxford

**COMMISSIONERS OF OXFORD  
ORDINANCE NUMBER 2412**

INTRODUCED BY:

DATE OF INTRODUCTION:

**AN ORDINANCE OF THE COMMISSIONERS OF OXFORD TO AMEND  
THE OXFORD TOWN CODE TO PROHIBIT RETAIL  
ESTABLISHMENTS IN THE TOWN FROM PROVIDING CUSTOMERS  
WITH SINGLE USE DISPOSABLE PLASTIC BAGS**

WHEREAS, the Charter of the Town of Oxford Section C3-3 authorizes the Commissioners of Oxford to receive an annual salary;

WHEREAS, the Commissioners of Oxford are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Commissioners of Oxford deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the Town;

WHEREAS, the Charter of the Town of Oxford authorizes the Commissioners to establish said salary, and from time to time, by ordinance, provided that the salary shall not be changed during the period for which that Commissioner was elected;

WHEREAS, single-use plastic carryout bags generate significant public costs in disposal, contamination and litter control, as well as contribute to negative environmental impacts including but not limited to:

1. Contribute to overburdened publicly financed landfills, with significant costs to the public for cleanup, maintenance, and disposal;
2. Constitute a nuisance and an eyesore, detracting from the natural beauty of the Town and the Choptank River;
3. Cause sorting machines to break down, along with associated delays and added repair costs;
4. Production of single-use plastic carryout bags uses fossil fuels that generate excess greenhouse gas emissions which contribute to climate change;
5. Represent a significant hazard to animals like birds, sea turtles, and marine mammals, with hundreds of thousands of animal deaths attributed to marine debris every year; and
6. Break down into microplastics, contaminating the soil and water that pose threats to marine life and human health.

WHEREAS, the Commissioners of Oxford have determined that the adoption of restrictions prohibiting retailers in the Town from providing customers with single use plastic bags

is a necessary and appropriate measure to protect people and the environment;

WHEREAS, the Commissioners of Oxford find that the health, safety and general welfare of the citizens of the Town will be furthered by adding new Section 17.22 of the Town of Oxford Code to prohibit retail establishments from providing plastic carryout bags to customers; and

WHEREAS, the Commissioners of Oxford have determined that the addition of Section 17.22 of the Town Code set forth herein shall be adopted.

NOW, THEREFORE, the Commissioners of Oxford hereby ordain as follows:

**Section 1.** Article VI, Section 17.22 of the Oxford Town Code is hereby repealed and replaced as follows:

***Section 17.22. Prohibition on providing customers with single use disposable plastic bags at point of sale.***

***(a) Except as provided in Subsection (c), retail establishments shall not provide single use disposable plastic bags to customers at the point of sale.***

***(b) For the purpose of this section, the following definitions shall apply:***

***(1) Retail establishment means any person and/or establishment engaged in the sale of goods, including but not limited to any grocery store, convenience store, shop, department store, service station, or other sales outlet where a customer can buy goods. Retail establishment shall not include restaurants or food service facilities. For the purpose of this section "food service facility" shall have the meaning provided in COMAR 10.15.03.02.B(34).***

***(2) Single use disposable plastic bag means a carryout bag made of plastic that is not a reusable carryout bag.***

***(3) Reusable carryout bag means a carryout bag that: (1) is made of polypropylene, PET nonwoven fabric, nylon, cloth, hemp product, or other machine washable fabric; (2) has stitched handles; and (3) is designed and manufactured for multiple reuses.***

***(c) This Section does not apply to a disposable plastic bag solely used to contain:***

- (1) fresh fish, meat, poultry, and fresh fish, meat, and poultry products;***
- (2) otherwise unpackaged fruits, nuts, vegetables, confectionary, fresh cheese, or baked goods;***
- (3) ice;***
- (4) food and goods obtained at a farmers' market;***
- (5) prescription drugs obtained from a pharmacy;***
- (6) newspapers;***
- (7) dry-cleaned or laundered items;***
- (8) packages of multiple bags intended for use for disposition of garbage, food storage, pet waste, or yard waste;***
- (9) plant material, flowers, or potted plants to prevent spoilage of the item or moisture damage to other purchases;***
- (10) live creatures such as fish, insects, mollusks, or crustaceans from a retail establishment selling such items in the normal course of business; or***
- (11) freshly-prepared hot or cold food, including sliced deli and foods prepared***

to order.

*(d) Retail establishments may offer customers paper bags, for a fee of not less than ten cents (\$0.10) per bag, for the purpose of carrying goods or other materials away from the point of sale. The fee charged shall be paid by the customer. The sales receipt shall reflect both the number of paper bags provided to the customer and the fee collected for the paper bags. The fee charged shall be retained by the retail establishment. Retail establishments shall not provide any rebate, exemption or reimbursement to customers for the paper bag fee provided for in this section.*

*(e) Any owner, representative, or retail establishment who violates this Section shall be guilty of a municipal infraction. A transaction involving multiple plastic bags distributed to a single customer shall constitute one offense. A written warning shall be issued for the first violation.*

**Section 2.** Article VII, Section 17.22 titled, "Bay Restoration Financial Hardship Program" of the Oxford Town Code is hereby renumbered to Section 17.23 as follows:

Section ~~17.22~~ 17.23 Bay Restoration Financial Hardship Program.

...

**Section 3.** This Ordinance shall take effect twenty days from its enactment.

ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

COMMISSIONERS OF OXFORD:

\_\_\_\_\_  
Normal Bell, President

\_\_\_\_\_  
Thomas Costigan, Commissioner

\_\_\_\_\_  
Katrina Greer, Commissioner

Language to be deleted is shown in ~~strikethrough~~ text

Language to be added is shown in ***bold italics***

I hereby certify that the foregoing Ordinance Number 2412 of the Town of Oxford was duly read, advertised, and enacted with the applicable provisions of the Charter of the Town of Oxford on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Vickie Sharp  
Clerk-Treasurer

Town of Oxford  
Notice of Public Hearing

The Town of Oxford will hold a public hearing during its regularly scheduled meeting on August 27, 2024 beginning at 6:00 p.m. at The Town Hall Meeting Room, 101 Market Street, 2nd Floor, Oxford, MD 21654. The Public Hear is to discuss Ordinance No. 2412 - AN ORDINANCE OF THE COMMISSIONERS OF OXFORD TO AMEND THE OXFORD TOWN CODE TO PROHIBIT RETAIL ESTABLISHMENTS IN THE TOWN FROM PROVIDING CUSTOMERS WITH SINGLE USE DISPOSABLE PLASTIC BAGS.

A full copy of Ordinance No. 2412 can be found online at [www.oxfordmd.net](http://www.oxfordmd.net) and the Town Office during normal business hours.

By Authority of  
The Commissioners of Oxford

3060512 SD

8/14, 8/21/2024

COMMISSIONERS OF OXFORD

Ordinance No. 2413

INTRODUCED BY: Marilyn Williams  
DATE: 7-23-24

AN ORDINANCE OF THE TOWN OF OXFORD TO AMEND CHAPTER 11 OF THE TOWN CODE TITLED "HARBOR MANAGEMENT ORDINANCE", TO REVISE SPECIFICATIONS FOR MOORINGS AND ESTABLISH AN ESCROW ACCOUNT FOR MOORING MAINTENANCE

Introduced, read first time, ordered posted, and public hearing scheduled on August 27, 2024 at 6:00 p.m. at the Oxford Town Meeting Room, Market Street, Oxford, Maryland 21654.

By Order Vickie Sharp  
Town Clerk

I hereby certify that the foregoing Ordinance Number 2413 of the Town of Oxford was duly read, advertised, and enacted in accordance with the applicable provisions of the Charter of the Town of Oxford on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Attest: \_\_\_\_\_  
Vickie Sharp, Clerk/Treasurer  
Town of Oxford



**COMMISSIONERS OF OXFORD**  
**ORDINANCE NUMBER 2413**

INTRODUCED BY: \_\_\_\_\_

DATE OF INTRODUCTION: \_\_\_\_\_

**AN ORDINANCE OF THE TOWN OF OXFORD TO AMEND CHAPTER 11 OF THE TOWN CODE TITLED “HARBOR MANAGEMENT ORDINANCE”, TO REVISE SPECIFICATIONS FOR MOORINGS AND ESTABLISH AN ESCROW ACCOUNT FOR MOORING MAINTENANCE**

WHEREAS, Maryland Code Ann. Article Local Government Article § 5-208 authorizes the Commissioners of Oxford to create, appoint, and establish a board of port wardens to exercise jurisdiction within the limits of the municipal corporation, to regulate the placement, erection and construction of structures, wharves, piers, moorings, buoys, piles or pilings, or other barriers or obstructions within or on the waters of the Town of Oxford; and

WHEREAS, on October 24, 1979, by Ordinance No. 165, pursuant to the authority granted by the Legislature of the State of Maryland, the Commissioners of Oxford established the Board of Port Wardens of the Town of Oxford to regulate the placement of structures, moorings, buoys, anchors, floating wharves and related waterfront structures; and

WHEREAS, Ordinance No. 173, on May 11, 1982, the Commissioners of Oxford adopted a Harbor Management Ordinance, including certain regulations governing the placement of structures within the waters of the municipality, as well as permitting requirements for the same, which has subsequently been codified in the Town Code adopted on April 23, 2013, as amended from time to time; and

WHEREAS, the Oxford Board of Port Wardens have recommended that Section 11.9 of the Oxford Harbor Management Ordinance be updated to revise the minimum specifications required for the placement of moorings and to establish an escrow account for each mooring to provide for maintenance of the moorings; and

WHEREAS, the Commissioners have determined that it is desirable and in the public interest to amend Chapter 11 of the Oxford Town Code, titled “Harbor Management Ordinance”, Section 11.9 to reflect the recommendations of the Oxford Board of Port Wardens.

NOW, THEREFORE, the Commissioners of Oxford hereby ordain as follows:

**Section 1.** The Oxford Town Code, Chapter 11.9 is hereby amended as follows:

**Section 11.9 Regulations Concerning Anchoring, Mooring and Secure Berthing of Vessels**

...

**C. Specifications for Moorings.** Moorings shall meet the following requirements:

1. All mooring buoys shall be clearly visible and colored white and shall have a horizontal blue band around the circumference of the buoy, centered midway between the top of the buoy and the water line.
2. All mooring buoys shall have a circle of reflective tape around the circumference and above the waterline.
3. All mooring buoys shall display the permit number in black numerals not less than 3 inches in height, and shall also ~~display any permit sticker issued by the Town~~ *be labeled "PRIVATE" in black letters not less than 3" in height.*
4. Although the proper and safe design of the mooring shall be the responsibility of the permit holder, at a minimum, ~~the following~~ *conform to the requirements of the current American Boat & Yacht Council (ABYC) standards. A copy of the current standards are available at the Town Office.*

LENGTH AT WATERLINE	WEIGHT OF MUSHROOM ANCHOR	DIAMETER OF TOP CHAIN	DIAMETER OF BOTTOM CHAIN	BUOY DIAMETER	MARINE MANUFACTURED PENNANT DIAMETER
FEET	POUNDS	INCHES	INCHES	INCHES	INCHES
0 TO 19	100	3/8	1/2	18	1/2
20 TO 24	200	3/8	1/2	18	5/8
25 TO 29	250	3/8	1/2	18	5/8
30 TO 34	300	1/2	5/8	18	3/4
35 TO 39	350	1/2	5/8	18	3/4
40 TO 44	400	5/8	3/4	24	+
45 TO 49	500	5/8	3/4	24	+
50 TO 54	550	5/8	3/4	24	+

- \*\*Notes:**
- a. ~~Boats larger than 54' will be considered on a case by case basis.~~
  - b. ~~Shackles, swivels, etc., should be the next size larger than the chain size.~~
  - c. ~~All swivels to be located not more than half way down the rode.~~
  - d. ~~All moorings should be adequately protected against galvanic action.~~

- ~~e. All shackles should be safety wired.~~
- ~~f. All pennant lines should have chaffing gear.~~
- ~~g. All mushroom anchors shall be properly set.~~
- ~~h. Bottom chain 2 ½ times maximum depth~~  
~~Top chain equals maximum depth (Measured from MHW)~~  
~~Pennant 2 ½ times height of bow above water~~
- ~~i. HELIX mooring system acceptable when installed per the~~  
~~manufacturer's recommendations~~

**D. Mooring maintenance.**

1. Mooring tackle from the pennant (and including the pennant) to the bottom chain (including swivels) and the connector to the bottom chain shall be serviced and inspected at least every two years, and written evidence of a current inspection shall be submitted with the application for renewal *to the Town Office*. ~~The complete mooring tackle shall be raised and inspected at least once every four years.~~ All inspections shall be undertaken by an inspector approved by the Town. The Board shall have the authority to require additional inspections in its discretion where it determines that an additional inspection(s) are necessary and in the interest of public safety. All inspections shall be at the permit owner's expense.

2. *Each mooring owner shall maintain an escrow account managed by the Town in the amount of \$350.00 for the purpose of ensuring that mooring maintenance is satisfactorily completed, or used by the Town in the case of non-compliance to remove the mooring.*

3. If an unsafe condition persists or the mooring is abandoned, the Board will order and direct the removal of the mooring. If the owner fails to remove the mooring within thirty (30) business days of the notification to remove, the mooring shall be removed at the permit holder's expense *using a previously escrowed deposit*. If, in the opinion of the Board, a mooring poses an immediate danger, it will be moved or removed as quickly as possible at the permit holder's expense without prior notice to the holder.

3. The Board shall have the authority to require a permit holder to relocate a mooring if the Board determines that there is good cause for requiring relocation.

...

**Section 2.** This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect twenty (20) days from and after the date of its final passage and adoption.

ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

COMMISSIONERS OF OXFORD:

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Norman Bell, President

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Thomas Costigan, Commissioner

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Katrina Greer, Commissioner

*Additions reflected in italicized and bold font*  
Deletions reflected in ~~strikethrough~~ text

Town of Oxford  
Notice of Public Hearing

The Town of Oxford will hold a public hearing during its regularly scheduled meeting on August 27, 2024 beginning at 6:00 p.m. at The Town Hall Meeting Room, 101 Market Street, 2nd Floor, Oxford, MD 21654. The Public Hear is to discuss Ordinance No. 2413 – AN ORDINANCE OF THE TOWN OF OXFORD TO AMEND CHAPTER 11 OF THE TOWN CODE TITLES “HARBOR MANAGEMENT ORDIANACE”, TO REVISE SPECIFICATIONS FOR MOORINGS AND ESTABLISH AN ESCROW ACCOUNT FOR MOORING MAINTENANCE.

A full copy of Ordinance No. 2413 can be found online at [www.oxfordmd.net](http://www.oxfordmd.net) and the Town Office during normal business hours.

By Authority of  
The Commissioners of Oxford

3060513 SD

8/14,8/21/2024

July 8, 2024

Honorable Commissioner Katrina Greer  
PO Box 339  
101 Market Street  
Oxford MD 21654-0339

Dear Commissioner Greer:

This letter agreement (the "Agreement") documents the Town of Oxford, Maryland ("you/r" or "Client") engagement of Baker Tilly Advisory Group, LP ("we" or "Baker Tilly") to conduct an executive search for Town Manager (the "Project"). This Agreement defines the parties' respective obligations for the Project.

### Scope, Objectives and Approach

The scope and phases of this engagement are set forth as follows:

Phase	Description of Baker Tilly's Professional Services
Phase I	<u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy. <u>Task 2</u> – Identify qualified candidates that meet the profile.
Phase II	<u>Task 3</u> – Screen and submit list of recommended semi-finalists to client. <u>Task 4</u> – Conduct reference checks, and academic verifications. Results of the reference checks, criminal and/or history report will be provided to the Client prior to scheduling on-site interviews.
Phase III	<u>Task 5</u> – Final process/on-site interviews with finalists. <u>Task 6</u> – Assist Client in making offer, which may be made contingent upon the successful completion of a background check as specified by you.
Conclusion	Acceptance of offer by candidate.

### Project Timing and Budget

The Project will commence upon your execution of this Agreement and will remain in effect for the period necessary for successful completion of the Project.

1. Yolanda Howze will lead the Project, and other professionals will be involved as required. The all-inclusive professional fee to complete the Project is \$28,950 (the "Fee") and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for on-site visits by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of Baker Tilly and shall be handled directly by the Client. The Client will make payments upon receipt of an invoice submitted by Baker Tilly. Payment to Baker Tilly is due upon receipt.

All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, Baker Tilly's tax identification number is 99-1405547.

2. The Fee will be billed in four installments; 30% of the Fee will be billed upon execution of this Letter; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and the final 10% upon acceptance of offer by the candidate. The Fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice you for any unpaid portion of the Fee.
3. If Client requests Baker Tilly to perform additional services beyond the services described above, such as conducting an employee/community survey or making additional on-site visits, such additional services shall result in additional fees. For an employee/community survey, the additional fee shall be \$1650. For additional on-site visits (beyond the three on-site visits which include four consulting days) described above, the additional fee would be an hourly rate of \$300 plus expenses.
4. We intend to conduct your recruitment expeditiously, but not at the expense of finding qualified applicants to present to you. A typical timeline is 100-120 days from project kickoff to extending an offer of employment.

### **Client's Obligations**

1. You agree that you are responsible for candidate selections and that you will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law.
2. If you decide to not hire a candidate as a result of a criminal or credit history report, you agree to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

### **Management's Responsibilities**

It is understood that Baker Tilly will serve in an advisory capacity with Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon a failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide services according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in this Agreement unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

The executive search for the Town Manager is considered a non-attest service. As a part of this service, we will not perform any management functions or make management decisions on your behalf. In connection with our performance of this non-attest service, you agree that you will:

- Continue to make all management decisions and perform all management functions.
- Designate an employee with suitable skill, knowledge, and / or experience, preferably within senior management, to oversee the services we perform.

- Evaluate the adequacy and results of our non-attest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the non-attest function.

Baker Tilly shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder with minimum amounts of \$1,000,000 per occurrence.

### **Triple Guarantee**

1. We commit to conducting your recruitment until you have selected a finalist and made an appointment for the fees and tasks quoted in this proposal. If you cannot reach an employment agreement with one of the qualified individuals presented as finalists, Baker Tilly will identify and present a second supplemental group of qualified applicants to consider.
2. We guarantee your executive recruitment for 12 months against separation (voluntary or involuntary). This means that if you end the employment relationship (with or without cause) or the finalist resigns (for any reason), we will repeat the executive search at no additional professional fee but will include project-related expenses. Please note that candidates appointed from within your organization do not qualify for this guarantee. Furthermore, this guarantee is subject to further limitations and restrictions of your state laws.
3. We will not directly solicit any candidate selected under this agreement for any other position while the candidate remains in your employment.

### **Terms and Conditions**

1. To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly under the portion of this Agreement to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages except to the extent that the damage was caused by the negligence or willful misconduct of the at-fault party.
2. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.
3. Neither this Agreement nor any rights or obligations hereunder shall be assigned or delegated by Baker Tilly without your prior written consent. This Agreement shall be modified only by a written agreement duly executed by you and Baker Tilly. Should any of the provisions hereunder be found to be invalid, void, or voidable by a court, the remaining provisions shall remain in full force and effect. Notwithstanding the foregoing, Baker Tilly may assign and transfer this Agreement to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.
4. Copies of all hard copy documents associated with the recruitment will be retained for three (3) years from the anniversary date of the hiring of the candidate. Retention of records beyond three (3) years must be requested in writing before the conclusion of the Project.
5. Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional



Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

**Acknowledgment**

If this Agreement correctly sets forth your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

\_\_\_\_\_  
Anne Lewis | Managing Director

**Client Signature:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**oxfordclerktreasurer@goeaston.net**

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**From:** oxfordplanner@goeaston.net  
**Sent:** Thursday, August 22, 2024 5:07 PM  
**To:** nbell@goeaston.net; 'Tcostigan'; 'Katrina Greer'  
**Cc:** oxfordclerktreasurer@goeaston.net  
**Subject:** Orange Fence and Trees at The Strand  
**Attachments:** MMP\_License\_20-WL-0737.pdf

Good afternoon,

For your discussion on the orange fence removal at The Strand, I wanted to bring your attention to the attached Marsh Maintenance Plan which is part of our MDE permit. The permit requires that 85% of the original planted area survives for 3 years. It is the Town's responsibility to maintain the grasses; to ensure that non-native "nuisances", such as phragmite are eradicated; and to protect the areas from human traffic and wildlife predators (deer?). Everyone wants the fence removed, but we also need to take steps to ensure that people stay off the grasses, because the Town is responsible for the maintenance of the grasses. We have to file annual reports showing the areas as proof that they are living and there is 85% coverage. Note on the second page of the attached that the five year reporting period can be extended "at MDE's discretion in the event replacement plantings are required". For your discussions on Tuesday, you may want to come up with a solution for ensuring people stay off the grasses once the fence is removed.

Also, with regards to the much-hated trees that are in the shoreline, Underwood and Associates has confirmed that they were placed to create additional wildlife habitat and do not play a structural role. They can be removed, however, doing so will be difficult. They are writing up a proposal and a cost to remove the trees so that you can decide if you want to move forward. It will need to be done during some of the lower Winter tides.

Let me know if you need anything else to assist you with your discussion on this topic.

**Marilyn B. Williams, CFM**

Planner  
Town of Oxford  
P.O. Box 339  
Oxford, MD 216545  
**410-226-5122**



### MARSH MAINTENANCE PLAN

Agency Interest Number: 168866  
Tidal Wetlands License Number: 20-WL-0737  
Licensee Name: Town of Oxford - Oxford Coastal Resilience Shoreline Enhancement  
License Effective Date: August 15, 2022  
Address: various locations along Strand  
38.694434, -76.170186  
Oxford, MD, 21654

**\*Please sign and date this Marsh Maintenance Plan and return to the address below no later than**  
October 14, 2022.\*

**Preparation:** All areas that are to be planted shall be cleaned of rough grass, weeds, and debris and the ground surface filled and graded to the elevations specified on the plans.

**Planting:** The living shoreline will be planted during the planting season for wetland sprigging which is between April 1 and June 30 or between September 1 and October 30. The mean high water (MHW) lines will be marked on the ground and the plantings shall be made in rows parallel to the MHW line extending to the limits on the construction plans. Rows shall be 18 inches apart and plants 18 inches apart. Plantings shall be made by hand with dibble, spade or shovel by opening a hole at the planting site, placing the fertilizer and then the plant in the hole, closing the hole and firming the soil around the plant so that the surface soil level is .5 to 1 inch above the top of the planting pot root mass. If the soil at the planting site is not wet or damp, the plants shall be sufficiently watered within 4 hours after planting.

**Protection:** Immediately upon completion of the planting operation, the planting area shall be protected against wildlife and human traffic by erecting goose exclusion fencing and Blaze Orange Fence (BOF) at the top of the slope and along the sides of the planted area.

**Plant Establishment:** A healthy stand of wetland vegetation is defined as 85% aerial coverage of the original planted area by native wetland vegetation (e.g., planted species and volunteer native species). A healthy stand of wetland vegetation shall be established within 1 year of planting and shall be maintained for at least 3 consecutive years thereafter. The licensee is responsible for making sure the planted area is maintained by eradicating non-native nuisance species (e.g., Phragmites), and protecting areas from human traffic and wildlife predators. If a healthy stand of wetland vegetation is not established within one year after planting, the limiting factors will be identified and addressed and the area will be replanted as necessary.

**Marsh Monitoring Reports:** Brief, annual Marsh Monitoring Reports will be submitted to the address below for 5 years by the dates below, *regardless of the whether or not the project is completed or a healthy stand of wetland vegetation is obtained.* The Marsh Monitoring Report may be brief and should include the following information, at a minimum:

- State Agency Interest number, Tidal Wetlands License number, and site address (listed above)
- Date of inspections
- Project completion date. If the project has not yet been completed, please indicate the current status of the project and disregard the remaining requirements.
- Estimation of percent plant coverage by the dominant species.  
*This should show the percent coverage of native and non-native wetland plant species. If 85% coverage by native species is not obtained, please indicate the limiting factors to plant growth, and what steps will be taken to meet the 85% coverage requirement.*
- Identification of factors limiting establishment or maintenance of a healthy stand of wetland vegetation and identify the maintenance activities necessary to mitigate the resulting stress. *For example, if non-native, invasive species (such as Phragmites) have emerged and begun to crowd out the planted or volunteer native species, the invasive species should be physically removed or chemically controlled. If geese are predateding the plants, goose exclusion fence should be erected.*
- Photographs showing the current condition of the project

This 5-year monitoring period may be extended at MDE's discretion in the event replacement plantings are required.

**The annual Marsh Monitoring Report should be submitted to the address below on or before the following dates:**

1-Year Report: August 15, 2023  
2-Year Report: August 15, 2024  
3-Year Report: August 15, 2025  
4-Year Report: August 15, 2026  
5-Year Report: August 15, 2027

### ACCEPTANCE OF MARSH MAINTENANCE PLAN

The applicant acknowledges that he/she has read and understands this Marsh Maintenance Plan and agrees to submit annual Marsh Monitoring Reports on or before the above due dates.

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**Signature of Licensee**

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**Date**

PLEASE SIGN, DATE AND RETURN THIS COPY OF THE MARSH MAINTENANCE PLAN TO:

MARYLAND DEPARTMENT OF THE ENVIRONMENT  
WATER AND SCIENCE ADMINISTRATION  
WETLANDS AND WATERWAYS PROGRAM  
**TIDAL WETLANDS DIVISION**  
(Signed Marsh Maintenance Plan) C/O Mark Gleason  
(Annual Marsh Monitoring Reports) C/O Tidal Wetlands Division  
1800 WASHINGTON BLVD.  
BALTIMORE, MD 21230-1708  
(or via e-mail to [TidalMMP.mde@maryland.gov](mailto:TidalMMP.mde@maryland.gov))

BOARD MEETING:  
2ND AND 4TH TUESDAY OF EACH MONTH  
(410) 226-5122



101 Market Street  
P.O. Box 339  
Oxford, Maryland 21654

## Commissioners of Oxford

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### Maintenance Report

8/19/2024

1. Public works experienced an unforeseen well pump failure on WELL #2 on August 15<sup>th</sup>, 2024, the soft starter flashed a code showing thyristor fail. This will only show when a motor failure has occurred or starter failure due to uneven flow of electricity. Less than a week prior to this we had tropical storm Deby moves through the area with 30 mph winds gusting 45 at times as it moved past. On Friday morning August 16<sup>th</sup>, 2024, we experienced several power outages during the storm in the early hours of the 16<sup>th</sup>. This was causing power to quickly cycle more than 9 different times and then had a full power outage; I was on sight 30 min after the first power fail to assess the situation. Once the failure was evaluated by public works and Hills Electric, it was determined that the well motor had a winding failure. Within the hour of this finding clearance was given and Shannahan(Somerset) Well service was called to pull the well pump and motor, within 24hrs of the call Shannahan Well service was on sight to pull the well. Once the pump and motor were pulled it was inspected and tested to show the well motor electrical windings had failed. After further inspection pin holes were found in the turbine pump, and that delayed the installation of the new motor. Shannahan well company was able to source another turbine and was able to install it on Monday August 19<sup>th</sup>, in the process of installation the well company replaced a section of bad piping and replaced the check valve. The well motor that failed was a 40hp 230-volt motor and was replaced with a 40hp 460-volt motor. The electricity needed to be upgraded to accept the new motor. A 230-volt 40hp well motor is extremely rare this day in age and is a non-stock item and would have taken four to six weeks to obtain. With upgrading to a 460-volt system we were able to fix and turn the well back into operation in five days.

Respectively submitted by:  
Matthew Ozman

**oxfordclerktreasurer@goeaston.net**

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**From:** Liza Ledford <liza@oxfordcc.org>  
**Sent:** Wednesday, August 21, 2024 11:32 AM  
**To:** oxfordclerktreasurer@goeaston.net  
**Subject:** Grant support  
**Attachments:** Oxford Subflooring Estimate.pdf; Town Mural support letter.pdf

Hi Vickie,

I am applying for a capital grant to cover costs of future subfloor replacement and crawl space sealing in 2025. Since the Town owns the property (we have a 99 year lease), I am required to list the Town as the owners of the property and provide your EIN #.

They ask for your letter of recommendation as well. The grant is to cover the estimate attached. I am copying a previous letter of support as a sample of what we need.

The grant I am applying for is:

The Arts Capital grant supports the sustainable growth, stability, and longevity of eligible organizations. This grant can support capital projects that include the expansion of, renovation of, or major repairs to a facility or other infrastructure operated by an eligible organization.

Please reach out with any questions.

Thank you for your time in advance.

Liza Moore Ledford  
Executive Director  
Oxford Community Center  
200 Oxford Rd., Box 308  
Oxford, MD 21654  
[liza@oxfordcc.org](mailto:liza@oxfordcc.org)  
410-226-5904  
C: 443-239-3567



**Customer Contract**

If payment for work performed under this Contract will be secured by an interest in residential real estate, the following notice applies: This Contract creates a mortgage or lien against your property to secure payment, and may cause a loss of your property if you fail to pay the amount agreed upon. You have the right to consult an attorney. You have the right to rescind this Contract within five business days after the date you sign it or seven business days after the date you sign it if you are at least 65 years old by notifying the Contractor in writing that you are rescinding the Contract.

Customer Initial: X \_\_\_\_\_

Baltimore  
 8361 Town Center Ct  
 Nottingham, MD 21236  
 (410) 394-9580



**CONTRACT**

Licensed Contractor 50637	Date 4/6/2023
Customer null	Phone (Work or Home) CallerID: (443) 239-3567, Mobile: (443) 239-3567, Mobile: (443) 239-3567, Mobile: (443) 239-3567, Mobile: (443) 239-3567, Mobile: (443) 239-3567, Mobile: (443) 239-3567, Mobile: (443) 239-3567, Work: (410) 228-5904, Mobile: (443) 239-3567, Mobile: (443) 239-3567
Project Location 200 Oxford Road Oxford, MD 21654	E-mail Liza@oxfordcc.org

PROPOSED PRODUCTS	QTY
AquaStop CrawlSeal	8000.0
AquaStop Drainage Matting	2996.0
AquaStop ExtremeBloc	776.0
AquaStop Air System - Crawlspace	2.0
Electrical Outlet	2.0
Rim Joist Insulation	388.0
SettleStop IntelliJack (1-3')	8.0
Supplemental Beam - S4	44.0
<b>Additional Products Quantity (see page 2 for details)</b>	<b>2086.0</b>

<b>Subtotal</b>	<b>\$145,006.00</b>
<b>Discount</b>	<b>\$7,250.30</b>
<b>Fuel Surcharge</b>	<b>\$99.00</b>
<b>Contract Price</b>	<b>\$137,854.70</b>

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and JES Construction, LLC (the "Contractor").

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Customer is responsible for removing all personal items from the work area.       | <input checked="" type="checkbox"/> A full perimeter drainage system with sump pump was recommended.        |
| <input checked="" type="checkbox"/> Customer assumes responsibility for damages to hidden or unmarked utility lines.  | <input checked="" type="checkbox"/> Customer is aware of warranty and all addenda.                          |
| <input checked="" type="checkbox"/> Stabilization is warranted. Contractor can attempt to lift at Customer's request. | <input checked="" type="checkbox"/> Customer is responsible for providing all necessary electrical outlets. |

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work..

Customer	Contractor
X _____	X _____
X _____	
Date _____ 4/6/2023	Date _____ 4/6/2023



PROPOSED PRODUCTS CONTINUED	QTY
Engineering A	1.0
Permit Package A	1.0
Floor Joist Sister	160.0
Sub Floor Replacement	1920.0
Mobilization	2.0
5 Year Annual Service Plan	1.0
Utilities Protection	1.0

**Product Specifications**

**AquaStop CrawlSeal**

Install AquaStop CrawlSeal crawlspace liner. The CrawlSeal encapsulation system comes with a Class A fire rating. Light grade of the crawlspace. All existing liner and debris is to be removed and hauled away. CrawlSeal will be installed with 100% floor coverage. All sections of liner will be overlapped a minimum of 1' and will be sealed together. A dehumidifier is highly recommended. A full perimeter drainage system with sump pump(s) is recommended. The crawlspace liner comes with a 25-year transferable warranty. See warranty section for full details.

**AquaStop Drainage Matting**

Install Drainage matting under the CrawlSeal Liner.

**AquaStop ExTremeBloc**

Install ExTremeBloc insulation on the crawlspace walls as shown in the job drawing. ExTremeBloc is a 2" thick insulation paneling and is Termite Resistant, Moisture resistant as well as Environmentally Friendly. ExTremeBloc is a foam sheathing designed for high thermal efficiency. A termite inspection reveal will be left at the top of the foundation wall. All Vents will be sealed from inside the crawl space. ExTremeBloc comes with a Lifetime Manufacturer's Warranty.

**AquaStop Air System - Crawlspace**

Install AquaStop air system to keep humidity low. Will require installation of a dedicated outlet at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required.

**Electrical Outlet**

Run dedicated circuit to equipment from service panel. Any panel upgrade or sub panel will be an additional charge. In the event that drywall needs to be cut or altered in any way, it is the responsibility of the Customer to restore the drywall. Contractor not responsible for restoring drywall for electrical.

**Rim Joist Insulation**

Install insulation in rim joist cavity.

**SettleStop IntellJack (1-3')**

Install Intelljack support system to stabilize floor joist or beams as shown. Galvanized steel Intelljack is adjustable and installed with gravel and concrete footing. Lift can be attempted at the customer's request but achievement of any lift or leveling cannot be promised. The customer understands and agrees that attempting lift can cause interior damage and the customer assumes full responsibility for any damage caused by their request for lift. Final location of the Intelljacks are subject to change. Intelljacks come with a 25-year manufacturer's warranty and a 2-year adjustability warranty. See warranty section for full details.

**Supplemental Beam - S4**

Install supplemental steel beam. The total linear feet of beam are specified on the products page of this contract.

**Engineering A**

Engineering package includes all administration duties, engineering documentation and fees associated with project.

**Permit Package A**

Permit package includes all administration duties and permit fees associated with project.

**Floor Joist Sister**

Sister floor joists. The total linear feet are specified on the products page of this contract.

**Sub Floor Replacement**

Remove and replace the sub floor in the area shown in job drawing. The total sqft are specified on the products page of this contract. Unless otherwise specified in this contract, contractor is not responsible for removing or replacing the finished flooring or any other obstructions.

**Mobilization**

Mobilization on project.

**5 Year Annual Service Plan**

Five years of service is included in this contract. Customer is aware this will be on the anniversary date of install completed. This is not refundable and will transfer to new home owners if house is sold.

**Utilities Protection**

Utilities protection will cover repairs to private utilities damaged during installation (cable, sprinklers, private water lines, private electric lines etc). Repairs limited to damaged area and do not include full line replacement.

## Terms and Conditions

1. **Services.** JES Construction, LLC d/b/a JES Foundation Repair, license no.50637, is licensed by the Maryland Home Improvement Commission to complete home improvement work. This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.
2. **Acceptance of Contract.** By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 8% per year shall be applied to any amounts owed by Customer to Contractor if Customer fails to pay the amounts owed for the Work as agreed.
4. **Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.
5. **Dispute Resolution.** Dispute Resolution. The Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules. Except for instances of failure to pay the full amount of the Contract, any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at <http://info.adr.org/constructionfeeschedule/>.  
The arbitrator's findings are binding, and a claim against the Guaranty Fund will be stayed until completion of the mandatory arbitration proceeding. Cust. Initial & Date: X \_\_\_\_\_ Contractor Initial & Date: X \_\_\_\_\_  
The arbitrator has the discretion and authority to award such remedies as may be available under applicable law. Each party shall be responsible for its own attorneys' fees for the arbitration.  
If payment in full is not made when due, Contractor is entitled to proceed with litigation and may recover all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the court may adjudge reasonable. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 8% per year. EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.
6. **Customer's Responsibility.**
  - a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and sodding that may be necessary after Contractor has completed the Work.
  - b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
  - c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a Water Management System is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
  - d. **Access and Personal Property.** Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.
  - e. **Representations.** Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.
7. **On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement.
8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
9. **Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.
10. **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
12. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS.
13. **Maryland Home Improvement Commission ("MHIC") Guaranty Fund.** Customer is notified of the following:
  - For more information, MHIC address: 500 North Calvert Street, Baltimore, Maryland 21202. MHIC phone # 410-230-6231 and 1-888-218-5925. MHIC webpage: <https://www.dlr.state.md.us/license/mhic/>.
  - The MHIC administers the Guaranty Fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors.
  - Each contractor must hold a current MHIC license, and anyone can ask MHIC about a contractor.

- A homeowner may request that the contractor purchase a performance bond for additional protection against losses not covered by the Guaranty Fund. The contractor is not obligated to pay for the bond.
- Formal mediation of disputes between homeowners and contractors is available through the MHIC.

**IN WITNESS WHEREOF**, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

**Customer**

**Contractor JES Construction, LLC**

Name: X \_\_\_\_\_

Name: X \_\_\_\_\_

By: null \_\_\_\_\_

By: Stephen Grafton \_\_\_\_\_

Licensed Contractor #: 50637

## Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of \$200 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement," as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For Carbon Fiber Strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
4. Steel Columns/Adjustable Screw Jacks/IntelliJack Support. Contractor warrants that the IntelliJacks will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of ten (10) years from the date of installation. Contractor DOES NOT WARRANT TO LIFT the slab back to its original position.
6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron gel, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.
7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawSeal has a transferable twenty-five (25) years warranty—there will be no charge for service calls on any tears or holes in the CrawSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.
9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**NOTICE OF CANCELLATION**

Pursuant to Maryland Code, Commercial Law, § 14-301, et seq.

Date of Transaction: X \_\_\_\_\_

You may cancel this transaction, without any penalty or obligation, within five (5) business days from the above date, unless you, the Customer, are at least 65 years old, in which case you may cancel this transaction, without any penalty or obligation, within seven (7) business days from the above date.

If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If you do make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice to:

JES Construction, LLC at 8361 Town Center Ct, Nottingham, MD 21236

not later than midnight of X \_\_\_\_\_ (date -- 5 business days from entered date)

OR X \_\_\_\_\_ (date -- 7 business days from entered date if at least 65 years of age)

I hereby cancel this transaction.

(Date) \_\_\_\_\_

(Customer's signature) \_\_\_\_\_

\_\_\_\_\_ (Customer's printed name)

If the transaction is canceled after the right of rescission, then the deposit will be non-refundable.

**PAYMENT TERMS**

We propose hereby to complete the services indicated in this Contract for the sum of:

<b>Contract Amount</b>	<b>\$137,854.70</b>
<b>Deposit</b>	<b>\$34,463.67</b>
<b>Due Upon Completion</b>	<b>\$103,391.02</b>

Is the project financed? YES \_\_\_\_\_ NO \_\_\_\_\_ (Financing must be set up at the time of the signed contract.)

Approval/Account # \_\_\_\_\_

X \_\_\_\_\_ (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

X \_\_\_\_\_ (Initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

**BUYER'S RIGHT TO CANCEL.** If this Contract was solicited at Customer's residence, and Customer does not want the goods or services, Customer may cancel this transaction at any time prior to midnight of the third day after the date of this transaction. Customer has been provided oral notice that Customer has the right to cancel this transaction, without any penalty or obligation, within 5 business days from the date of the transaction specified on the Notice of Cancellation, or, if Customer is at least 65 years old, within 7 business days from the date of the transaction specified on the Notice of Cancellation. X \_\_\_\_\_ Check if Customer is at least 65 years old X \_\_\_\_\_ Customer Signature & Date The notice must be mailed or delivered to: JES Construction, LLC at 8361 Town Center Ct, Nottingham, MD 21236. If Customer cancels a home solicitation sale during the cancellation period listed in this paragraph of the Contract, Contractor must return any payments made by Customer. If Customer does not cancel the transaction during the cancellation period listed in this paragraph of the Contract, the deposit will be non-refundable. See the attached Notice of Cancellation form for further explanation of this cancellation right.

Customer

Contractor

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

Date \_\_\_\_\_ 4/6/2023 \_\_\_\_\_

Date \_\_\_\_\_ 4/6/2023 \_\_\_\_\_

COMMISSIONER MEETINGS  
2ND AND 4TH TUESDAY OF EACH MONTH  
(410) 226-5122



101 Market Street  
P.O. Box 339  
Oxford, Maryland 21654

# Commissioners of Oxford

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August 22, 2024

The Arts Capital Grant

To Whom It May Concern:

Please accept this letter of support for the Oxford Community Center's application for funding to replace the subfloor and seal the crawl space.

The Oxford Community Center's interest in this effort demonstrates their strong sense of community and their experience in preserving Oxford history. The Commissioners of Oxford appreciate your consideration of this request.

Sincerely,

Commissioners of Oxford

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Tom Costigan

---

Katrina Greer

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Norman Bell, President

**From:** Matthew Ozman <mozmanoxford@outlook.com>  
**Sent:** Wednesday, August 14, 2024 2:19 PM  
**To:** oxfordclerktreasurer@goeaston.net  
**Subject:** Request for Service  
**Attachments:** Oxford YSI replacement parts Quote JSH-12697 July 2024.pdf; Trojan Quote QO0013314 - Oxford, MD - Project 612111 Revised.pdf

Good afternoon,

I would like to request authorization for the following expenditures, please be advised that this is something that we must do for proper up keep and maintenance of the wastewater treatment plant.

Please find the attached quotes for the following:

UV light kits for full replacement of the UV disinfection bulbs. Please note that these are done yearly, 12,000hrs of service and this particular service at this time and cost is only every 3 years. yearly service only requires bulbs and is about \$900.00 for all 24 bulbs. this years cost is well over that because we need new glass, seals, springs and spacers.

Service kits for the YSI probes this includes all stationary probes that operate the wastewater treatment plant these are serviced monthly and updated yearly and need to be serviced/calibrated bi-yearly by YSI factory Representative. We are in need of the BI - YEARLY service and Calibration.

best,  
Matthew Ozman  
Town of Oxford  
Public Works Department  
Cell - 410-924-4078  
Email - mozman@goeaston.net







## Quotation Submission

Company: Oxford WWTP  
 Address: 103 J.L. Thompson Drive  
 Oxford, MD 21654  
 ATTN: **Matt Ozman** 410-924-4078  
[mozmanoxford@outlook.com](mailto:mozmanoxford@outlook.com)

North East Technical Sales  
 171 Ruth Road  
 Harleysville, PA 19438  
**Jim Hampson**  
 Phone: (215) 513-1000  
[Email: jhampson@netechsales.com](mailto:jhampson@netechsales.com)

Project Name:

YSI, a Xylem brand, is pleased to offer the following quotation as per your request

Date: July 5, 2024  
 QUOTE # JSH-12697

Part Number	Model	Description	Revision:		
			Each	Qty	EXTENDED
<b>Replacement for consumable parts</b>					
109125Y	SensoLyt PIA	ORP electrode with built in reference for SensoLyt 690/700, +/- 2000 mV	\$495.00	2	\$990.00
109115Y	SensoLyt SEA	pH electrode with built in reference for SensoLyt 690/700, SensoLyt 700 IQ, 2-12 pH	\$405.00	1	\$405.00
201654Y	SC-FDO 700	IQ FDO 700 IQ probe replacement cap	\$190.00	3	\$570.00
107042Y	VARIION Ref	AmmoLyt Plus Ammonium Reference Electrode	\$730.00	1	\$730.00
107044Y	VARIION Plus NH4	Ammonium measuring electrode for VARIION Plus and AmmoLyt Plus 700 IQ probes, measuring range: 0.1 - 1000 mg/l.	\$505.00	1	\$505.00
107046Y	VARIION Plus K	Potassium compensating electrode for VARIION Plus and AmmoLyt Plus 700 IQ probes, measuring range: 1 - 1000 mg/l.	\$505.00	1	\$505.00
480042Y	SACIQ-7.0	Sensor Connection cable, IQ, 7 m, 22.9 ft for Post Aeration DO	\$155.00	1	\$400.00
<b>Total</b>					<b>\$4,105.00</b>

Please make any order out to: Xylem/YSI c/o North East Technical Sales  
 171 Ruth Road  
 Harleysville, PA 19438 fax: 215-513-2155

Please email or fax purchase orders to North East Technical Sales, Inc. for processing:  
 Email: [dmillward@netechsales.com](mailto:dmillward@netechsales.com); Fax: 215-513-2155.

**Please note the following:**

- 1) This quotation is limited to supplying the equipment described above. It does not include power or current output cable, supports, or other materials except that which are specifically listed above.
- 2) YSI IQ SensorNet Equipment: Controllers have a 3 year warranty, sensors have a two year warranty  
 DO consumables have a 2 year warranty.
- 3) Integrated lightning protection included on all YSI IQ SensorNet products when instruments & sensors are wired with approved IQ Cable model SNCIQ.

TERMS: Net 30 Days      Freight: Prepaid and added  
 FOB: Yellow Springs, OH  
 Shipment: 3-5 weeks, aro      Terms: Net, 30 days

Thank you for your interest in Xylem/YSI.

Best Regards,  
*Jim Hampson*  
 Jim Hampson



**QUOTATION**  
**QO0013314**

TROJAN TECHNOLOGIES  
3020 GORE ROAD  
LONDON, ON N5V 4T7  
CANADA  
T. 519-457-3400  
www.trojantechnologies.com

Sold to  
**TOWN OF OXFORD**  
**PO BOX 339**  
**Oxford MD 21654-0339**  
**UNITED STATES**

Ship to  
**TOWN OF OXFORD**  
**103 JL Thompson Dr**  
**Oxford MD 21654-1332**  
**UNITED STATES**

Customer Service Contact : [tuvcustomerservice@trojantechnologies.com](mailto:tuvcustomerservice@trojantechnologies.com)

Payment Terms : 0% / 00 / 30 net

Delivery Terms :

Carrier/LSP :

Internal Sales Rep : Janelle Warren

Customer No. : 100004457

Reference :

Quote Date : 06-27-2024

Quote Expiry Date : 08-30-2024

Attn: **Matthew Ozman**  
**410-924-4078**  
[mozmanoxford@outlook.com](mailto:mozmanoxford@outlook.com)  
**PJ 612111**  
**Revised**

Line	Project Item Description	Quantity	Price Discount %	Unit Net Price Net Amount	Tax Rate Tax Amount	Amount	
10	331014-002 LAMP P, SLV KIT 64" PTP/3B 4PK	6.00	371.80/ EA	371.80 2,230.80	0.00% 0.00	2,230.80	
20	FREIGHT FREIGHT & HANDLING	1.00	235.00/ EA	235.00 235.00	0.00% 0.00	235.00	
		Goods	2,230.80	Discount	0.00	Tax Amount	Total USD
		Costs	235.00	Subtotal	2,465.80	0.00	2,465.80



QUOTATION  
QO0013314

TROJAN TECHNOLOGIES  
3020 GORE ROAD  
LONDON, ON N5V 4T7  
CANADA  
T. 519-457-3400  
[www.trojantechnologies.com](http://www.trojantechnologies.com)

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Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

[www.trojantechnologies.com/sales-terms-conditions](http://www.trojantechnologies.com/sales-terms-conditions)



Town of Oxford is looking for an Administrative Clerk to perform a variety of administrative and clerical tasks. Duties of the Administrative Clerk include providing support to all departments within the Town Office, assisting in daily office needs and managing the general administrative activities. Administrative Clerk responsibilities include answering phone, greeting public, maintain water billing system, daily deposits, social media, constant contact and maintaining appropriate filing systems. The ideal candidate should have excellent oral and written communication skills and be able to organize their work using tools, like MS Excel and office equipment. If you have previous experience as a secretary or executive administrative assistant, we'd like to meet you. Ultimately, a successful Administrative Clerk should ensure the efficient and smooth day-to-day operation of our office.

### **Responsibilities**

- Answer and direct phone calls
- Prepare meeting notices, minutes and supporting documents
- Support all boards and commissions
- Water/Sewer billing and payments
- Boat slip rental, short-term/long-term rental
- Maintain all necessary postings and advertising
- Daily Deposits and mail
- Write and distribute email, correspondence memos, letters, faxes and forms
- Maintain a filing system
- Order office supplies and research new deals and suppliers
- Maintain contact lists
- Provide general support to visitors

### **Skills**

- Proven experience as an administrative clerk or office admin assistant
- Knowledge of office management systems and procedures

- Working knowledge of office equipment, like printers and fax machines
- Proficiency in MS Office (MS Excel and MS PowerPoint, in particular)
- Excellent time management skills and the ability to prioritize work
- Attention to detail and problem-solving skills
- Excellent written and verbal communication skills
- Strong organizational skills with the ability to multi-task

### **Benefits**

- Vacation Time
- Sick Leave
- Personal Leave
- Health, Dental and Eye Insurance
- 14 Paid Holidays

Job Type: Full-time

Pay: \$20 - \$25.00 per hour

Expected hours: 8:30am - 4:30pm

PO Box 671  
Oxford, MD 21654  
August 18, 2024

Commissioners of Oxford  
Oxford Town Office  
PO Box 339  
103 Market Street  
Oxford, MD 21654

Dear Commissioners:

I was unable to attend the Commissioners' meeting of Tuesday, July 23, but watched the re-run on Town Hall Streams. It was there that I learned of the disturbing actions of three members of three different Oxford Commissions: Terry Sullivan (Historic District Commission), Phyllis Rambo (Elections Board), and Bill Dial (Chair, Ethics Committee).

A well documented, succinct presentation by Dan Kordell and Susan Kordell (who I do not know) of 510 East Strand relayed a number of facts regarding statements by and behavior of the above designated three Oxford Committee/Commission persons. The outline of "destructive" comments and actions (apparently unprovoked) were upsetting to me as an Oxford citizen, and no doubt many others. After stating the facts, the Kordells asked that you Commissioners—Bell, Costigan and Greer— take action to remove these members from their positions and to make an announcement at the next Oxford Commissioners meeting of their actions to dismiss.

After watching the Town Hall stream of the August 13 meeting, I was extremely disappointed to not hear of any actions taken by the Commissioners to remove these persons from their appointed positions. It is felt imperative by many Oxford residents, including myself, that this behavior is entirely unacceptable and those so indicated should be removed immediately from their positions. As the Kordells emphasized, the above-indicated actions will represent behavior deemed acceptable by the elected Oxford Commissioners if no action is taken.

It has also come to my attention that the terms of many members of the various Committees, Boards, etc. have expired, some of them by several years. I have seen no indication that these persons have been removed or replaced.

I would very much appreciate receiving a response to my concerns.

Yours sincerely,



Rebecca Gaffney

**From:** oxfordplanner@goeaston.net  
**Sent:** Friday, August 23, 2024 10:02 AM  
**To:** oxfordclerktreasurer@goeaston.net  
**Subject:** FW: Tree Pruning

Marilyn B. Williams, CFM  
Planner  
Town of Oxford  
P.O. Box 339  
Oxford, MD 216545  
410-226-5122

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

**From:** James Wilcox <jameswilcoxjr@gmail.com>  
**Sent:** Thursday, August 22, 2024 5:13 PM  
**To:** Norman Bell <normanbell45@gmail.com>; dc2ox4d@verizon.net; Katrina Greer <katrina4commissioner@gmail.com>; Marilyn Williams <oxfordplanner@goeaston.net>  
**Subject:** Tree Pruning

Let me respectfully offer a suggestion. During a meeting of the Town Commissioners, a lot of dissatisfaction was expressed about the recent tree pruning by Delmarva Power, and the representative from the company offered to work with a resident group to ensure that aesthetic considerations were adequately taken into account in the future. Delmarva described its four year cycle, so there is nothing that can be done immediately, but Oxford can start planning ahead.

If the town wants to retain a professional arborist, that would probably be very good, but I assume there would be an associated cost. Alternatively, the town could enlist resident volunteers. We did that in DC, where there is a long established group named Trees for Georgetown, which has been associated with the Citizens Association of Georgetown, but which separately raises money in support of an issue of great importance to the neighborhood. I know the principals with that organization, and I assume that they would be willing to communicate with you if desired. I don't know that Oxford needs to go quite that far. But the Charles Bensons, who live next door to me at 305 N Morris, were especially vociferous in their complaints about the recent pruning, so I just asked Caroline if she would be willing to assist with town tree pruning if the Town Commissioners believed that would be helpful. And she said that she would. The Bensons have an unusually large intown lot with massive trees, which you can see is very tastefully and immaculately maintained. Caroline is actively involved with the local garden clubs, is a member of the Royal Horticultural Society, previously owned Garden Treasures in Easton before selling it to her protégée Amy, and before downsizing to their house in Oxford, lived on several very large estates in Talbot County with many, many trees, including the Knightly estate. Caroline's father previously owned Poplar Hill Farm near the intersection of the Bypass and the Oxford Rd., and her mother's maiden name was Thompson, and her mother donated Thompson Park in downtown Easton to the town. Although Caroline is not a professional arborist by trade, she is an established horticulturalist who has a lot of experience with trees and their pruning. And she is very collegial by nature.

Caroline is leaving town in a few days for a trip to Great Britain, which is likely to be garden-oriented, but she should be back in a couple of weeks if anyone wants to explore this general concept with her then. This is your call and is only my suggestion, but I thought I should make it while tree pruning is on the minds of many people.

I hope you enjoy the good weather and the upcoming Regatta.

Jim



**From:** Daniel Kordell <[dank20879@yahoo.com](mailto:dank20879@yahoo.com)>

**Sent:** Tuesday, August 13, 2024 11:39 PM

**To:** Katrina Greer <[katrina4commissioner@gmail.com](mailto:katrina4commissioner@gmail.com)>; Norman Bell <[normanbell45@gmail.com](mailto:normanbell45@gmail.com)>; Tom Costigan <[dc2ox4d@verizon.net](mailto:dc2ox4d@verizon.net)>; [oxfordplanner@goeaston.net](mailto:oxfordplanner@goeaston.net); Lyndsey Ryan <[lryan@bbcmlaw.com](mailto:lryan@bbcmlaw.com)>; Scott Rensberger <[scott.rensberger@gmail.com](mailto:scott.rensberger@gmail.com)>

**Subject:** Re: The Baseball Field

Commissioners,

Please give us back our baseball field. And here is a good opportunity to unite our town: After the ball field is restored, have an annual softball competition with teams comprised of supporters of individuals running for that year's commissioner seat. It can be an annual event, with a softball game, a band, banners, cheerleaders, watermelon, a picnic lunch, maybe a pie eating contest, and the like. Could be a lot of fun.... - Dan Kordell

On Tuesday, August 13, 2024 at 10:28:31 PM EDT, Scott Rensberger <[scott.rensberger@gmail.com](mailto:scott.rensberger@gmail.com)> wrote:

Several years ago, when Cheryl Lewis needed to find a place to dump unwanted soil she decided on the outfield of our historic baseball field. At the time, according to our minutes, the soil was placed there only temporarily. She said it would be used elsewhere.

But, for some reason, in a town that needs soil more than anything else — Lewis never allowed it to be used by anyone. And, at the same time we were actually buying other soil and bringing it into town to build the wastewater treatment plant — it was a special kind of dirt used to pack down the area so we could build on it.

However, after that soil was used as weight to pack down the underlying layer — tons of high quality dirt was removed from our new plant before it went into operation. I was told Cheryl Lewis donated that expensive dirt to a wealthy person who lives on Oxford Road. Why didn't she donate the pile of dirt that was dumped onto the baseball field? You tell me?

For some reason Cheryl Lewis refused to remove the mountain of dirt from the historic ballpark. I can't find one Commissioner who approved putting the dirt there in the first place. After that, Lewis went on a full assault to completely destroy our baseball diamond. She had trees planted in the infield just to make sure no child would ever run the bases again. The Oxford Kids Camp could no longer use it as a kickball park. Lewis's last act was to literally donate our two bleachers to another baseball field. I bet everyone can guess where those bleachers went? I visited them the other day in Trappe.

\That mountain of dirt should be completely removed. It was dumped there with zero Commissioner support. After someone takes it away we can test its core for high levels of nitrates. The only way to properly test it is by removing it. Paying someone to poke at its top surface is just a waste of time and money.

I think all three Commissioners should call Cheryl Lewis and ask her if the soil can be donated to a landscape company. If she says, Yes. Problem solved. If she says, No with hesitation in her voice — just maybe that soil isn't fit to give away. Folks — there's a reason it's there.

At the same time that mountain was being created we were spending millions of dollars removing our huge sludge problem to several different landfills. It literally put the wastewater plant behind one year. Our contractor had a heck of a time finding landfills to take the toxic soil.

The only way to solve this problem is to have someone pick it up. If it's safe, clean dirt — excavation companies would love every inch. The bottom line is — IT DOES NOT BELONG THERE. If this is safe, clean dirt — it only takes two Commissioners to fix this problem without spending a dime.

Scott Rensberger

202-423-9040

**From:** susan delean-botkin <sdel@hotmail.com>  
**Sent:** Sunday, August 18, 2024 12:38 PM  
**To:** The Talbot Spy  
**Cc:** Norman Bell; Tom Costigan; Katrina Greer; Vickie Sharp; Marilyn Williams  
**Subject:** Trees

My nephew Sean sent me a work video this week. He loves what he does and periodically shares scenes from his locations. I had been thinking about Sean this week. At the Oxford Commissioners meeting Delmarva Power answered questions about the tree trimming they are required to do in all of our small towns. Some of the Oxford townfolks were pretty upset that the beautiful tree canopy had to be cut back away from the power lines. There were a lot of suggestions about "How I would do it, even though I am not an arborist". It got a little hot in the hearing room.

The folks from Delmarva Power came in peace to inform the public of why it is critical and the law to prune back the trees away from the power lines at least every four years. I think it might have helped to have Sean's video played that night - he is a federal fire firefighter out west. He has been in Chico and Paradise, CA and is now, as I write this, in Wilamette, Oregon - The video was him in the fire line - trees on fire above, brush on fire at his feet. Scary just for me to look at it - Fires are often triggered by power lines that snap and spark trees, brush, and houses.

I can see a fire whipping through the old frame houses in Oxford in high winds. One broken branch that falls onto power lines could spark the whole town.. It is a real possibility. If you don't have respect for Delmarva Power, how about for Graham, Tim, Henry, Easy, Dave, Rachel, Connie, Bruce and all the other Fire Company that would be out fighting for your town.

Susan Delean- Botkin  
202 3<sup>rd</sup> St.  
Oxford, Md. 21654  
443-786-4454

**From:** Richard Leggett <[roleggett@gmail.com](mailto:roleggett@gmail.com)>  
**Sent:** Monday, August 19, 2024 3:32 PM  
**To:** [oxfordmanager@goeaston.net](mailto:oxfordmanager@goeaston.net); Town Office - Lisa <[townoffice@goeaston.net](mailto:townoffice@goeaston.net)>  
**Cc:** [normanbell45@gmail.com](mailto:normanbell45@gmail.com); Tom Costigan <[dc2ox4d@verizon.net](mailto:dc2ox4d@verizon.net)>  
**Subject:** Re: Proposed Ordinance #2412

Confirming receipt of my e-mail sent on 8/7. Please confirm. Thank you.

Rich

On Wed, Aug 7, 2024 at 11:26 AM Richard Leggett <[roleggett@gmail.com](mailto:roleggett@gmail.com)> wrote:

Dear Town of Oxford Commissioners,

As a local business owner, I am writing to share my views and request an exemption in advance of your August 27th hearing regarding proposed Ordinance #2412 prohibiting retail establishments from providing customers with single use disposable plastic bags.

Specifically, we are supportive of the ordinance for most uses -- merchandise, non-frozen goods, etc., -- but, would respectfully request an exemption be included in the ordinance as it relates to the use of single-use disposable plastic bags specifically for transporting ice cream and frozen goods.

At SHC and OXS, we purposely use plastic bags when packaging our take-away frozen foods such as ice cream pints, quarts and frozen meals (at Oxford Social) as these goods are not well suited for paper bags as they create condensation which would ultimately weaken and break a paper bag and result in the destruction of the product. In addition, paper bags would result in faster melt times for the product. The combination of these two factors would ultimately create dissatisfaction among our customers.

In researching other jurisdictions that have also banned single-use plastic bags, we have consistently found exemptions to their rules specifically for frozen foods or fresh refrigerated goods (ex: PG County, Easton, etc.). As an example, in Prince George's County, the exemption includes

- *Package bulk items, including fruit, vegetables, nuts, grains, candy, or small hardware items;*
- *Contain or wrap frozen foods, meat, or fish, whether prepackaged or not;*
- *Contain or wrap flowers, potted plants, or other damp items;*
- *Contain unwrapped prepared foods or bakery goods;*

As such, we respectfully formally ask that Ordinance #2412 also be amended to provide such an exemption specifically for frozen foods. I am available for further discussion at your convenience at 646.483.3835.

Sincerely,

Richard Leggett

Owner, The Scottish Highland Creamery and Oxford Social Cafe