

April 22, 2014

**Old Colony Beach Club Association Board of Governors Meeting
John Melonopoulos's House, 14 Hartung Place, Old Lyme, Ct.**

The meeting was called to order at 6:10 PM by Rich Kingston, Clerk, for Doug Whalen, Board Chairperson, who was present by speaker phone.

ATTENDANCE: Members present- Don DuBaldo, Janet Montano, John Melonopoulos and Rich Kingston (Doug Whalen was present by telephone from his home in Florida).

Members absent – Harry Plaut and Jerry Brocki

Minutes: A motion was made (DuBaldo/Melonopoulos) to accept the minutes from the March 18, 2014 Board of Governors meeting. Janet point out that on page 1 of the draft minutes Joan Byer's last name was incorrectly spelled as Dyer. Rich stated he would make the change. The motion to adopt the minutes passed unanimously.

Treasurers Report (Janet Montano): Janet distributed a Treasurer's Summary for the period ending March 31, 2014 (See Attachment 1). Janet reported that the total income for the fiscal year to date was \$156,010.82 and total expenses to date was \$90,765.27 resulting in a net income for this period of \$82,245.55. This net amount added to the beginning balance as of July 1, 2013 leaves a balance on hand of \$171,659.30. A motion (Melonopoulos/DuBaldo) was made to accept the March 2014 Treasurers Report. The motion passed unanimously (4 yeas to 0 nays). Janet brought up the issue of taxing the empty lot at 23 Old Colony Road. As this property is listed on the Town of Old Lyme's Grand List as part of a larger parcel on Swan Avenue special calculations need to be made to determine the taxable amount of the portion of the parcel contained with Old Colony Beach Club Association. The structure facing Old Colony Road bordering this empty lot is not included within the borders of the Old Colony Beach Club Association. Don will use this calculation and send a 2013 tax bill to owners of the vacant lot at 23 Old Colony Road. This same calculation will be used in following tax years.

Committee Reports:

Chairman's Report (Doug Whalen): Doug had nothing to report at this time except for those items that appear later in the meeting agenda.

Secretary's Report (Rich Kingston): Rich reported that he has reserved the Sound View Community Center for the June 28, 2014 OCBCA Semi-Annual General Membership Meeting.

Tax Collector (Don DuBaldo): Don reported that there are still remains four outstanding tax bills totaling approximately \$2,400 due for fiscal year 2014. Don has made direct contact with

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two of the delinquent taxpayers and he expects one of these two to send in the amount due. Don expects that he will need to place a lien on the other three properties. The Board discussed the need to develop a policy on the collection of interest due when the only amount that remains delinquent is interest. The Board agreed that the interest due from previous taxing years should appear on the FY2015 tax bills when they are issued. Rich asked Don to develop a draft policy dealing with the interest issue for the Board's consideration at its May meeting.

Recreation (Harry Plaut): There was no report due to Harry's absence.

Public Safety (Jerry Brocki): There was no report due to Jerry's absence.

Public Works (John Melonopoulos): John distributed his written report entitled "Public Works Topics: April 22, 2014" (See Attachment 2) to the Board. John inspected both plunge pools and found them to be filling up with natural and human-deposited debris. Doug informed the Board that the plunge pools will be cleaned as part of the USDA Sheffield Brook project. There was some concern about an Association member pumping ground water onto Breen Avenue. Doug spoke to the contractor and the contractor has agreed to use flexible pipe to send this ground water to the nearest storm drain and then clean up the road where the ground water has flowed. John will have M. Brett, Inc. paint the entry gates and apply OCBCA purchased white reflective tape. John reported that residents have been dumping trash and debris on the Brookside Paper Road entrance at Broughel Avenue. He will have this area cleaned and chain the area off to prevent further dumping. John addressed the issue of the Association providing uniform standard mailboxes throughout the Association. The Board agreed that once this issue has been researched further it may be presented to the General Membership for a vote. John reported that Bruce Becker will no longer be doing the Association's landscaping this summer as Paul Nickerson will be doing this work for approximately \$1,600. Paul has all of the proper insurance. Don reported on the progress of re-facing the entry piers on Old Colony Road and Breen Avenue. The re-facing should be completed by July 1 and for the same price as last year, \$2,500 for each entrance to include two piers at each. Rich will contact the surveyor to review the boundary lines for both Purtill and Broughel Avenues west of Old Colony Road and set permanent markers. Once the boundary lines are reviewed Rich will draft a letter for Board review to send to adjacent property owners on Broughel Avenue to inform them of the Association plans to re-grade and maintain this OCBCA property. The Board discussed the issues related to developing the Broughel Avenue stub all the way to Swan Avenue. Although the property will be upgraded from mere stone to mere stone the existing road will be re-graded leaving grass margins on either side.

WPCA Report – Doug had sent a copy of the DEEP review of the Town of Old Lyme's ground water study. Its findings seem favorable to allow OCBCA to proceed with its joint sewer system project with Old Lyme Shores Beach Association. In order to replace Joan Byer's vacancy as

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WPCA secretary Doug will send out notice on the Association website soliciting volunteers for this position. The Board agreed that the WPCA should review any applications and advise the Board as to the best candidate to appoint to the WPCA. Doug will renew his efforts to find a replacement for Brodeur Accounting Services as the previous OCBCA accountant Don Brodeur has joined the WPCA.

Vendors – Insurance – Contract – John passed out a sample General Service Contract which he has prepared with a covering memo suggesting limits for different levels of signing authority (See Attachment 3). The only change suggested by the Board was to ensure that all contracts over \$1,500 need to be pre-approved by Board action. The Board agreed that the directors should have the ability to issue purchase orders without formal Board action up to \$1,500 as long as the funds are available within that director's budget. A motion (DuBaldo/Montano) was made to allow John to sign a contract with the selected landscaper, Paul Nickerson, with the intent that the Board will discuss the broader issue of signing authority at its May meeting. The motion passed unanimously (4 yeas to 0 nays).

USDA Sheffield Brook Project – Doug reported that Dean Audette of Fuss & O'Neill had informed him that there have been a few minor changes to the Sheffield Brook Project plan. The USDA funds that the Association will receive in the amount of \$840,000 will cover the entire cost of the project from behind Father Fluen's house on Broughel Avenue all the way to the culvert at Hartung Place. Doug also reported that the cost of the culvert project will be the responsibility of Old Lyme Shores, Old Colony Beach, and possibly, the town of Old Lyme. The USDA will also pay for an easement for that section of Sheffield Brook covered by their project. These projects could be done separately from each other.

EXECUTIVE SESSION:

A motion (DuBaldo/Montano) was made to go into Executive Session at 8:03 PM to discuss the Potential Parking Lot Available for Purchase issue. The motion passed unanimously. The Board voted unanimously to exit Executive Session at 8:10 PM.

FY2015 Budget – Rich stated that we still need a WPCA budget for FY2015. The WPCA did provide backup for their FY2014 budget allocation of \$24,000. In order to correct a \$50 error in the FY2015 proposed budget Janet removed \$50 from the Recreation Clothing line to bring revenues and expenses into balance at \$155,500. The Board will encourage the WPCA to give a retainer to Rome McGuigan, Attorneys at Law, in the amount of those unspent legal fees in the current fiscal year budget to fund known future WPCA legal work. The final Board approval of the FY2015 Budget will need to be made at the May meeting.

Insurance Coverage Review to include Swim Raft Discussion – Doug and Frank Noe of the WPCA have been talking to a company that does municipal insurance that would include both

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the Association and the WPCA under one set of policies. Don believes that this firm insures White Sands Beach Association and that their policy covers their swim raft. Further research needs to be done on this issue before it can be placed before the general membership for a vote.

Agenda for June 28, 2014 General Membership Meeting – Rich passed out a draft copy of the OCBCA Semi-Annual Meeting Agenda to the Board (see Attachment 4). The Board made minor adjustments to the draft agenda. Doug agreed to provide formal descriptions of the voting items to include with the agenda.

Charter and By-Laws Review Committee Formation – The process for establishing a Charter and By-Laws Review Committee was discussed. Under the provisions of the *Connecticut General Statutes 7-238A Home Rule* the Charter and By-Laws can be changed without action by the Connecticut General Assembly. Doug will redistribute the letter from our attorney Jack Bradley describing the process for amending the Charter and By-Laws. The Board of Governors can establish a Charter and By-Laws Revision Committee by a two-thirds vote. After formation of this committee the Board can then solicit volunteers to serve on this committee. The final product of this committee would then be put in front of the General Membership for their approval. Formation of a Charter and By-Laws Revisions Committee will be put on the Board's May agenda.

Other Old Business – There was no old business

New Business – There was no new business.

NEXT MEETING - The next Board of Governor's meeting is scheduled for Saturday, May 24th at 9:00 AM at Doug Whalen's cottage on Old Colony Road.

A motion (DuBaldo/Melonopoulos) was made to adjourn at 8:34 PM. The motion passed.

Respectfully submitted

Richard Kingston

OCBCA Clerk

April 30, 2014

Minutes Approved at May 24, 2014 Board of Governors Meeting

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Results of Voting at the April 22, 2014 Old Colony Beach Club Association Board of Governors Meeting. Board of Governor Members present: Don DuBaldo, Janet Montano, John Melonopoulos and Rich Kingston.

Treasurers Report (Don DuBaldo): A motion (DuBaldo/Kingston) was made to accept the March 2014 Treasurers Report. The motion passed unanimously (4 yeas to 0 nays).

Gate Painting Project: A motion (Brocki/Kingston) was made to accept the M. Brett Painting quote to do the gate painting project as bid for \$2,485. The motion passed unanimously (4 yeas to 0 nays).

Landscaping Contract for 2014: A motion (DuBaldo/Montano) was made to allow John to sign a contract with the selected landscaper, Paul Nickerson, with the intent that the Board will discuss the broader issue of signing authority at its May meeting. The motion passed unanimously (4 yeas to 0 nays).

EXECUTIVE SESSION:

A motion (DuBaldo/Montano) was made to go into Executive Session at 8:03 PM to discuss the Potential Parking Lot Available for Purchase issue. The motion passed unanimously. The Board voted unanimously to exit Executive Session at 8:10 PM.

Attachment 1

April, 2014 OCBCA Board Meeting
Treasurer's Summary

As of March 31, 2014,

Total Income: \$156,010.82

Total Expenses: (\$90,765.27)

Resulting in the Net Income: \$82,245.55

Added to the beginning balance of July 1, 2013: \$89,413.75

Results in the Balance on Hand as of March 31, 2014 of \$171,659.30

Minus April 1-22, 2014 expenses: (\$5,013.48)

Results in the Balance on Hand as of April 22, 2014 of \$166,645.82

PUBLIC WORKS TOPICS: APRIL 22, 2014

1. Plunge Pools: I inspected the plunger pools (2) that we own. It seems that both are being filled in slowly by residents and by nature. We need to improve them. Can this be part of the USDA Improvement Grants?

2. 68 Breen: Currently in a raised position to make a new elevated foundation. The contractor continues to pump water from the base and it drains into the street and storm drain at Breen/Maple. The color of the stains seems it could be nutrients from the homes septic system and is also the color in the plunge pool. Without testing we have to assume it's tainted with human waste.

3. Gate Painting: M. Brett will paint the fences (\$3385) and apply the reflective tape if we purchase the tape. Currently looking at costs at approx. \$150 to put 9' tape on front /rear top side of gate.

4. Two bidders with the low bidder: clean up lot end of pavement Brookside \$2475 plus \$250 tree removal, the high bid was \$3500 w/o tree removal.

5. Mailbox Program: Frank Noe discarded all his information, however he gave the vendor- Saybrook fence Company- their bid was \$10,800 for 18 sets of groupings. We need discussion whether we have legal right to remove a resident owned mail boxes. Lastly, the USPS suggested 1 mail box per legal address to prevent adding mailboxes in future.

6. Landscape bids: Becker submitted a bid for \$3200, however he didn't have proper insurance, he declined to bid further. The second bidder is Paul Nickerson (referred by Harry Plaut) his bid with proper insurance was approx. \$1500 as we have asked for a modification of his bid. Don Longer would be willing to bid without proper insurances.

Attachment 3

Good morning.....attached is a draft for your review. I have set it (which can be changed based on the bod execution) that a officer must sign above \$10k.....it can be used for everything we purchase including security.

Here is my simple recommendation:

- a. \$1500 max limit we issue purchase orders
- b \$1501 - \$9999 officers or directors have signing authority with prior Board Approval
- c. \$10,000 must have officer signature with prior Board approval.

If the contract would be acceptable to use, the first would be for the gate painting which needs to be executed before the April meeting.

What are your thoughts.

Thanks.

GENERAL SERVICE CONTRACT

This agreement is made and entered into on _____ day of _____ 20 ,
By and between OLD COLONY BEACH CLUB ASSOCIATION (a/k/a OCBCA is a Municipality) hereinafter called the
owner), and by _____ (hereinafter called the Contractor).

Whereas, Contractor maintains a service business on a continuing basis; and

Whereas, OCBCA desires to supply certain services located on the legal compound of owner located at Old Colony Beach,
Old Lyme, CT.

Now therefore the owner and contractor agree as follows:

1. **Time Period.** Beginning on _____ Contractor will provide and perform for OCBCA the services that are described in Attachment "A", which is made a part of this contract. Contractor shall complete his services on or before _____. Any conflict between this Agreement and Attachment A shall be controlled by the terms of this contract.
2. **Contractor Personnel.** All personnel furnished by the Contractor will be subcontractor or employees of the Contractor, and Contractor will pay salaries and expenses of, all federal, social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to, Contractors employees or subcontractors if applicable. Contractor shall carry Workers Compensation insurance for their employees as well. Contractor will be considered for all purposes of this Agreement an independent contractor, and it will not at any time directly or indirectly act as an agent, servant or employee of OCBCA, or make any commitments or incur any liabilities on behalf of OCBCA without the owners express written consent.
 1. **Contractor may engage subcontractors to perform a portion of the services, but only upon a written disclosure to OCBCA.**
3. **Contractor Safeguards.** Contractor shall provide all proper safeguards and shall assume all risks incurred in performing the Services under this Contract.
4. **Insurance and Hold Harmless.** Contractor shall provide and cause each of its sub-contractors to provide the following insurance coverage at the minimums set forth below, provided insurance companies with an industry rating of no less than A- and deliver to OCBCA certificates of insurance.

A. COMMERCIAL GENERAL LIABILITY INSURANCE

- (1) Occurrence Policy form covering Premises, Operations, Independent Contractors, Products and Completed Operations and Personal Injury coverage's.
- (2) Minimum limits as follows:
 - a. \$1,000,000 each occurrence
 - b. \$2,000,00 Products/Completed Operations Aggregate
 - c. \$2,000,00 General Aggregate
- (3) Aggregate per Project
- (4) Waiver of Subrogation in favor of Additional Insured's
- (5) No restrictions for subcontractors work
- (6) Provide actual copy of additional insured endorsement
- (7) No exclusion for residential work
- (8) No exclusion for Construction defects
- (9) Thirty (30) day written notice of cancellation to Additional Insured's
- (10) Primary & non-contributory provisions

B. BUSINESS AUTO LIABILITY INSURANCE

- (1) \$1,000,000 EACH OCCURANCE COMBINED SINGLE LIMIT FOR Bodily Injury, Damage Liability, including coverage for owned, non-Owned & Hired Automobiles
- (2) 30 day notice of cancellation to Additional Insured's
 - 2.
- (3) Primary & noncontributory wording
- (4) Waiver of subrogation in favor of Additional insured's

C. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY

- (1) Statutory coverage for Worker's Compensation
- (2) Employers' Liability minimum limits:
 - (a) Bodily injury by accident: \$100,000 per accident
 - (b) Bodily injury by Disease: \$500,000 policy limit
 - (c) Disease each employee: \$100,000
- (3) 30 days notice of cancellation to Additional Insured's
- (4) Waiver of subrogation in favor of Additional Insured's

D. ADDITIONAL COVERAGES OR TERMS

(1) Contractor (and sub-contractor if applicable) shall name the owner (OCBCA) as additional insured's on the Contractors general liability, auto and (excess liability, if applicable), insurance policies.

(2) Contractors will retain ownership if any materials are supplied then stolen. The contractors insurance will then provide coverage in case of theft including equipment

(3) Contractor shall indemnify and shall cause any and all of its contractors to indemnify and defend hold-harmless all of the above mentioned Additional Insured's, their directors, officers, agents and employees, against all claims, costs, liabilities, obligations, judgments or damages (including reasonable attorney's fees), arising out of or for the purpose of avoiding any suit, proceeding, claim or demand, or settlement thereof, which may be brought by a third party against any Indemnites arising from work described in "Attachment A" performed or not performed by Contractor or subcontractors, if any.

(4) Owner Rules - Without limiting the responsibility of the Contractors for the proper conduct of its personnel and care of OCBCA property, the conduct of the Contractors personnel and sub-contractors is to be guided by rules and regulations and as agreed upon from time to time between OCBCA and Contractor, and such additional special written

3.

instructions as may be issued by OCBCA to Contractors through OCBCA designated agent.

(5) Contractors Supervision- Contractor is responsible for the direct supervision of its personnel and its subcontractors through its designated representative and such representative will, in turn, be available at all reasonable times to report and confer with OCBCA and/or its designated representation. The Contractors representative is: _____.

(6) Standard of Services- Contractor agrees that the services to be provided under this agreement shall be performed by qualified, careful and efficient employees and sub-contractors in strict conformity with best practices and highest applicable standards. The contractor agrees upon request of OCBCA, it will remove from providing services under this agreement any of its employees or subcontractors who, in the sole opinion of OCBCA, are guilty of improper conduct or are not qualified to perform the work assigned to them. Contractor represents that any materials installed by the Contractor or sub-contractor will conform to manufacturers specifications of installation.

(7) Conflict of Interest - With respect to this Contract, in connection with any actual or possible Conflict of Interest any person signing on behalf of OCBCAS who are or could be perceived as an "Interested Person" (as hereafter defined), must disclose the existence and nature of such "Financial Interest" (as hereinafter defined) - prior to execution of this Contract and the commencement of any work associated with this contract.

a. Interested Person - shall mean any person, employee, officer, director, friend, relative who has a direct or indirect Financial Interest.

b. Financial Interest - shall mean any person who has ownership, investment, Compensation interest in the contractor in which OCBCA has a transaction or an

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arrangement.

If it is determined that any signatory of the Contract, whether it be for materials supplied or services rendered, has failed to disclose an actual possible "Conflict of Interest" corrective action may be taken.

(8) **Time of Essence** - Contractor understands that time is of the essence to OCBCA and that the appearance and condition of OCBCA property must be maintained at the highest standard and therefore the Contractors will perform all services in a timely manner, except when prevented by strike, lockout, act of God, accident or other circumstances beyond the Contractors control.

4.

(9) **Termination** - This agreement may be terminated by either party by giving ten (10) days written notice either by certified or registered mail. This agreement may be executed in any counterparts, and together with "ATTACHMENT A" contains all of the covenants and agreements between OCBCA and Contractors with respect to the subject matter of this agreement.

(10) *This Contract shall require the approval of a duly authorized officer of OCBCA when the amount of the contract exceeds \$10,000.*

IN WITNESS WHEREOF, OCBCA and Contractor have caused this agreement to be executed as of the first above written date.

**Owner:
OCBCA (OLD COLONY BEACH CLUB ASSOCIATION)
BY ITS AGENT**

Name of person signing

date

Contractor:

Name of Contractor

Name of contractor signing, duly authorized

date

***If in excess of \$10,000
Approved by OCBCA***

By _____
Name of Authorized signatory

date

5.

OLD COLONY BEACH CLUB ASSOCIATION SEMI-ANNUAL MEETING AGENDA

SATURDAY, June 28, 2014

Location: Shoreline Community Center, 39 Hartford Ave., Old Lyme, Ct

6:30 PM ~~9~~

- Sheffield Brook Improvements Project Presentation: Dean Audette, P.E., senior vice-president of Fuss & O'Neill
- Approval of September 7, 2013 Semi-Annual Meeting Minutes
- Board of Directors report:
 - Chairman: Doug Whalen
 - Treasurer: Janet Montano
 - Clerk: Rich Kingston
 - Tax Collector: Don DuBaldo
 - Public Works: John Melonopoulous
 - Security: Jerry Brocki
 - Recreation: Harry Plaut
- Public Comment- Association member comments on Board of Directors report
- Committee Reports
 - Water Pollution Control Authority
- Old Business
 - FY2015 Budget **** VOTING ITEM****
 - Update – Purtill Avenue Stub Lawsuit
 - USDA Easement & Approval of Sheffield Brook Improvements **** VOTING ITEM****
 - Sheffield Brook Pipe & Outflow Improvements **** VOTING ITEM****
 - Swim Raft for Beach **** VOTING ITEM****
 - ~~Charter by Law from City Council~~ **** VOTING ITEM****
- New Business
- Public Comment

Adjournment: