

FEBRUARY 5, 2018

CALL TO ORDER: The meeting was called to order at 6:40 pm by Frank Noe, Chairman, at Joe Cancelliere's office in Middletown, CT.

PRESENT: Frank Noe, Don Brodeur, Joe Cancelliere, Frank Nicotera, Nancy Zimmerman.

ABSENT: Bob Asal. Steve Humes was on a business trip, but called in.

APPROVAL OF THE MAY 15, 2017 MINUTES: Motion was made by Frank Nicotera and 2<sup>nd</sup> by Don Brodeur. No discussion, none opposed, motion passed.

TREASURER'S REPORT: The checking account balance as of June 23, 2017 was \$32,846.69. We received \$22,000.00 from Old Colony Beach Club Association for our operating expenses. There have been several disbursements since then and the balance as of February 5, 2018 is \$29,456.25.

Motion to approve the treasurer's report was made by Frank Nicotera and 2<sup>nd</sup> by Steve Humes.

Frank Noe wanted to discuss the attorney's fees to Robinson Cole. The amount are as follows:

\$5,301.00/\$4,099.66/\$4,134.00/\$288.00/\$4,227.82.

The attorney's fees are to represent us with Old Lyme and New London. We have since terminated the services of Robinson Cole for the fact that their hourly rate is very expensive. We still have them to finalize the Old Lyme Lease Agreement and for New London, but we should not have those kinds of expenses with Robinson Cole moving forward. We are not using the services of Jack Bradley since he could not handle the work for us. We will be using Glenn Santoro to finish the land lease and the cost sharing

agreement. We will use Bruce Chadwick from Shipman and Goodwin for the East Lyme agreement. His hourly rate is \$430.00/hr. We did interview other attorneys, but due to conflicts of interest, they did not work out.

LAND LEASE: We are stuck with the town of Old Lyme. Last communication with them was October, 2017. The town only wanted to give us a 40 yr lease, but we went back to them and asked for a 50 yr lease, but we haven't heard back from them as of yet. On the renewal they will give us 7, 20 year options. We are still paying the \$10,000/yr for 20 years with a \$1.00 thereafter for the remainder of the lease. They were also concerned that if we were to abandon the site or not extend the lease, they wanted the pump station demolished. The status of this lease is that the town is dragging along. The chairman of the town WPCA spoke to Frank and Frank is trying to get the issues resolved, but we haven't heard back from Bonnie. We are trying to get it moving along and finalized and approved by everyone. We are trying to have a town meeting in early June to approve it. The town wants to see all the agreements from New London and East Lyme. If the town doesn't approve it, we are not going to get the land lease and not have the pump station on Hartford Avenue. If that happens, we have told DEEP that we have an easement from a land owner in Old Lyme Shores to put the pump station there, and the town would have to approve the easement. This most likely won't happen, but we are still waiting for approval from the town.

New London agreement: Under section 2.3 for initial connection cost: payments under this section shall commence September 1, 2020 or at the beginning of flow from the beach association, whichever comes first. We can't start paying in 2020 and we can't start to pay until we start getting money from our association members for the flow and the treatment until they are hooked up. By statute, we can't charge people until they are hooked up and flowing.

New London finally agreed that the beach association members shall be jointly liable for the payment of the initial connection cost. New London agrees to enter into negotiations to extend the start date from the payment under paragraph 2.3 in the event that the project has been delayed under no fault of the beach association and shall not commence before 2020. They want payment within 30 days of billing, but we want to change it to 60 days. We didn't think that 30 days was enough time from the billing date.

Another concern is Section 2.7 that states the sewage sent for processing shall be generated solely from the beaches association, no other communities and from no other source.

That was where we were buying the extra capacity as well.

We bought 300,000 gallons capacity in New London. Of the 300,000, 120 of it we were purchasing initially for the 3 beaches. The other 180,000 gallons was being in reserve for some future use. What we had in there was Old Lyme Shore communities, that they don't want. They want the 3 beaches to purchase whatever amount of capacity that we need and then in turn we would sell it to the town of Old Lyme. What we are working on is that we would sell it to the town of Old Lyme, but we also want them to give us an addendum to this agreement that the town of Old Lyme is a 4<sup>th</sup> entity for liability purposes, not just the 3 beaches. We want to make sure that we can add another party at some future date, not just the 3 beaches.

We also want to change in Section 3.1, the term from 20 years to 50 years, but we don't think that that will happen.

New London has to approve anyone that comes on board for the 180,000 gallons to make sure that we aren't selling it to just anyone.

East Lyme agreement: We gave a retainer to the attorney for the town of East Lyme \$15,000.00 to draft an agreement, in July, 2017, and we still have not gotten any draft as of yet. The last communication was with Bruce Chadwick and it's supposed to be in our hands within the next week or so.

Nothing more to report on the East Lyme agreement since we haven't seen anything regarding it.

Waterford: We have been trying to meet with them for the past year to bring them up to speed and up to date on where we're at. Every time I call them they say yes, but we haven't heard from them. It was just supposed to be a courtesy call to them to update them.

EDU's: At our last annual meeting in September, there was a lot of discussion regarding the EDU's. Frank Nicotera will give us a report on that. He thinks that the people really don't understand what we are trying to do. They want every property owner to pay the same amount, but in reality, it's every building that will pay the same. I think that the consensus is that every building should be one EDU, no matter what you have. Unless we show them in actual dollars and cents what it will be and compare that to what every individual would have to pay if we divide the 212 buildings.

OTHER BUSINESS: None at this time.

NEXT MEETING: The next meeting will be on April 2, 2018 in Middletown at Joe Cancelliere's office.

MOTION TO ADJOURN: A motion to adjourn was made by Frank Nicotera and 2<sup>nd</sup> by Joe Cancelliere. No discussion, none opposed, motion passes. The meeting was adjourned at 9 pm.

Respectfully submitted,

Nancy Zimmerman, Secretary