

January 13, 2021

**Old Colony Beach Club Association Board of Governors Meeting
Remote Meeting Hosted with Zoom**

The meeting was called to order at 6:30 PM by the Board Chair, Douglas Whalen. Board members attended by means of Zoom videoconference software.

ATTENDANCE: Members present- Janet Montano, Gavin Cartiera, Nancy Zimmerman, Lester Webb, Steve Humes, Rich Kingston and Doug Whalen.

Members of the Public: Harvey Schiller. Steven Wallet, Donna Maselli, Alicia Castanho and John Newson

Approval of 10/7/2020 Board of Governors Meeting Minutes: A motion was made (Montano/Webb) to approve the October 7, 2020 Board of Governors Meeting minutes. There was no discussion. The motion passed unanimously.

Treasurers Report (Janet Montano): Janet presented the Treasurers Report for the period ending December 31, 2020 (Attachment 1). A motion (Cartiera/Humes) was made to accept the Treasurers Report. Doug informed the members of the public that the reason the Association has so much money on account is that a \$800,000 loan has been obtained for storm drain improvements. There was no further discussion. The motion passed unanimously.

Action Items Update: Rich reported that there were two outstanding Action Items. The pending Item #70 was regarding the need for Gavin and Rich to review the current list of fines to determine if additional infractions need to be added. Rich stated that this item will be addressed under Old Business later in this meeting. Item #72 pending at this time is for Steve to work with the Association's attorney to develop a collection procedure for delinquent fines. That issue will also be discussed later in this meeting when Item #70 is addressed.

Rich explained that as a result of the Board's decision at its October meeting he has added a section to the Action Items Update list to include suggestions made at the previous Board of Governors meeting. The purpose of this change is to allow the Board to formally respond to suggestions made during the Public Comment section of Board meetings. Doug stated that Suggestion #1 on this list, Install Electric Entry Gates, was cost prohibitive in light of all the other cost intensive initiatives currently being undertaken by the Association. Doug also noted that the cost of entertaining Suggestion Item

#2, Manning the Entry Gates during all Daylight Hours, is also cost prohibitive at this time. The Board agreed with both of Doug's recommendations regarding these two items. Doug stated that he thinks Suggestion #3, Place Recycle Bins onto Beach, is a good idea and can easily be accomplished. Doug spoke to a representative from Old Lyme Shores which uses recycle bins on their beach and the system works very well. The Board agreed to procure the three recycle bins. Rich will indicate on the report that this suggestion will be implemented. Doug read Suggestion #4, Install Concrete Sidewalks onto Beach to Improve Beach Access, and asked Alicia Castanho, who made the suggestion and is attending this meeting as a member of the public, to further explain her suggestion. Alicia explained that Miami Beach has a concrete pad and sidewalk for the use of physically challenged beach goers that is wheelchair accessible. Doug explained that, as a result of sewer installation, the Breen Avenue beach entrance will have concrete forms installed from Hartung Place road to the flag pole on the beach. Doug stated that these forms will serve the purpose that Alicia proposed. Doug will share a schematic of this portion of the project with both Alicia and the Board once it is completed. Doug then read Suggestion #5, also suggested by Alicia Castanho to Construct a Gazebo or Multi-Purpose Building at the Volleyball Court. Doug asked Alicia to comment. There was no comment by the Board regarding this suggestion. Regarding Suggestion #6, Revise the Beach Pass System, Janet discussed her progress in preparing a revised beach pass system to replace the existing blue passes. Janet stated that she plans to distribute two beach passes per kitchen. The Board agreed that more discussion will be required regarding this issue. Doug asked Rich to place it on the February agenda for further discussion. Doug stated that Suggestion #7, Reconsider Type or Use of Speed Bumps on Association Roads, has been addressed by the sewer project planning process. Rich clarified this suggestion to note that the suggestion was made because of some dissatisfaction with those plans to install speed humps. Doug stated the Association will be following the expertise of the Fuss & O'Neill road planning team in regards to this issue. Doug expressed his frustration in attempting to address Suggestion #8, Require Mail Trucks to Turn Around so that Road Gates can be Closed during Summer. He has tried to reach the Old Lyme Postmaster to address this issue with no success. Lester agreed to take up this issue to see if he can resolve.

Committee Reports-

Chairman's Report (Doug Whalen): Doug reported that most of his report is covered in agenda items to be addressed later in this meeting.

Clerk's Report (Rich Kingston): Rich had nothing to report.

Tax Collector (Nancy Zimmerman): Nancy reported that she had one outstanding tax amount due in the amount of \$58.79. Nancy said she would have more to add when Action Item #72 pertinent to the collection process for overdue fines is discussed.

Recreation (Gavin Cartiera): Gavin had nothing to report.

Public Safety (Steve Humes): Steve reported that he was getting prepared to send out an RFP (Request for Proposal) for security services for the coming summer season.

Public Works (Lester Webb): Lester reported that he believes that Tower Landscaping did a good job cleaning up after the recent snow storm. Lester said the contractor came back two days after the storm to perform additional clean up. Lester reported that Sheffield Brook is flowing well and that the damaged pipe that caused the sinkhole at the Brookside Avenue beach entrance has been fixed.

Beach Cleaning and Swim Buoy Contract for 2021: Doug started by making sure that all Board members had received the two bids for beach cleaning for 2021 from H.S. Plaut Environmental Services and Anthony's Property Services. Doug asked Lester to summarize the two bids. Lester noted that the two bids were basically the same. Doug stated that the Anthony's Property Services bid is for the period 2021 to 2023 while the H.S. Plaut bid is for 2021 to 2024. Janet noted that H.S. Plaut will charge \$25 for each dump trip, excluding the cost assessed by the town, but Anthony's bid did not have a cost per trip. She also noted that H.S. Plaut had a cost for sweeping the streets but, here again, there is no cost for this service included in Anthony's bid. Doug stated that Anthony's did provide a supplemental contract for sweeping the streets at \$175 per instance. Doug estimates that ten (10) instances would be required at an additional total cost of \$1,750. Anthony's stated that they would not provide the lids on the beach garbage cans while they are provided for at no cost in the H.S. Plaut bid. The lids cost approximately \$83 a lid. Janet asked about the buoy contract which remains in place through 2021. Doug stated that Les had solicited a bid from Mitchell Mooring for \$100 more a year than H.S. Plaut's bid of \$1,600. Doug stated that Old Lyme Shores plans to rehire Anthony's Landscaping Services as they were satisfied with the services he provided last year. Doug did state that H.S. Plaut has a levelling bar on their beach cleaning unit which creates a nice smooth finish on the sand. Anthony's does not have this bar. Doug did speak to someone from a beach community in Old Saybrook which used Anthony's last summer and is pleased with the service but did have to call in H.S. Plaut to do a deep cleaning of their beach last summer as Anthony's machine does not provide this service. Doug

noted that the bid price for H.S. Plaut is \$16,000 while the bid from Anthony's is \$15,500. It should be noted that street sweeping is included in the H.S. Plaut bid but not in the Anthony's bid. Rich asked Lester that if all things are considered equal why the Association would want to change vendors. Lester stated that in his experience it is difficult to work with H.S. Plaut. Doug did inform Harry that lack of effective communication between his company and the Association is the Board's main concern. Harry has promised to work on this issue. Doug is curious about how the swim buoy contract would be impacted if a different vendor was given the beach cleaning contract. Rich asked if a one year contract would be possible for beach cleaning rather than awarding a multi-year to a potentially new vendor. Steve Humes suggested that a "termination for convenience" clause be added to the final contract with the chosen vendor. This clause would allow the Association to enter into a multi-year contract while still giving it the ability to cancel at the end of each season. Steve would like to see this clause added to all OCBCA contracts. Steve offered to write this paragraph for inclusion in future contract language. Nancy is concerned about the poor level of cooperation that H.S. Plaut has demonstrated in the past. Doug suggested that this issue should be tabled until next meeting at which a final decision will be made on who should provide beach cleaning service.

Underground Utility Wires – Doug asked Steve Wallet, a member of the public present and owner of 80 Old Colony Road, to describe what is being asked of the Board. Steve explained that there are utility wires that cross overhead of his property to reach the condos at 82 Old Colony Road and the light pole on the beach. Steve indicated that he and the owners of the condos are working with Eversource and Xfinity to bury the wires for both 80 and 82 Old Colony Road during the sewer project. Steve is requesting that the Association buy into this project and allow the power lines to the beach light pole be installed underground also. Steve has agreed to pay \$1,800 to have his lines buried and although he does not know the amount the condos will be paying he knows that they have agreed to whatever that cost is. Steve noted that the estimate for the Association's light pole connection is \$1,080 although he stated that there is the possibility of additional incidental costs. Steve stated that there is efficiency in doing this work when the roads will be dug up for sewer installation. Doug stated that communication lines could also be run from the guard shack to the power pole at the same time the power line is installed. Doug recommended this project to the Board for its approval. Steve Wallet stated that Eversource would need to obtain easements if they did not bury these lines so they are in favor of this project. Janet and Nancy expressed the concern that this project could establish a precedent for other owners within the Association. Steve Humes spoke in favor of this project as the alternative that might require Eversource installing a new pole which might end up being uglier than our

current situation. Steve Humes asked the Board to be mindful that the WPCA is asking the condos to abandon their well. Steve noted that the Association is directly benefiting from the burying of the wires to the utility pole and not directly assisting the adjacent property owners as a result of this work. Answering Janet's question about the location of the existing utility pole on the 82 Old Colony Road property Steve Wallet stated that the owners do not want the pole moved off of their property. A motion (Whalen/Montano) was made to approve the installation of underground utility wires to service the light pole at the Old Colony Road beach entrance not to exceed \$1,800. There was no discussion. The motion passed unanimously.

Beach Preparation for 2021 Season – Doug brought up an earlier discussion related to using Montano & Sons to level the beach prior to the start of the beach season. At that time the Board agreed to delay a decision on this matter. Doug stated that Tom Montano said he would need a day or a day and a half to do this work in late April or early May. Lester recommended that this work be done. Doug believes that the total cost would be less than \$3,000. Rich asked if there was sufficient funds in the Public Works budget to pay for this work. Lester said he would contact Tom Montano to get a total cost for this work.

WPCA Report - Steve Humes reported that the WPCA's primary focus over the last few months has been communicating with the property owners that still have well water serving their property. Owners will need to abandon their wells or pay an additional cost related to protecting their wells from adjacent sewer lines. Steve stated that assuring DEEP that the Association has a plan for dealing with private wells is necessary before the WPCA can put the project out to bid, hopefully later this month.

Old Business –

19 Hartung Place Update: Doug has spoken to our attorney regarding the resolution of the issue related to the 19 Hartung Place property line dispute. As no action has been taken to date, although the owner did agree to move the patio structure off of Association property, the Board agreed that the Association's attorney should send a letter to the owner requiring that written documentation be provided to the Board as to how the violation will be addressed and when.

22 Hartung Place Easement (and Access Agreement): Doug stated that this is a two pronged project. The first action that needs to be addressed is the filing of Quit Claim deeds to exchange property between the owner of 22 Hartung Place and the Association as previously agreed. Also an easement needs to be filed to allow the sewer project contractor to access the owner's property on the Brookside Avenue side of the property for sewer construction and upkeep as necessary. Doug pointed out that there are two

easements necessary, one is temporary for the sewer construction period and the other is a permanent one allowing for sewer line maintenance. An Access Agreement (Attachment 2) has been prepared to authorize the establishments of these two easements. The owner of this property stipulated that they needed to be named as an additional insured. A motion (Cartiera/Humes) was made to approve the Access Agreement for 22 Hartung Place as presented to the Board. There was no discussion. The motion passed unanimously. As a result of this approval Doug stated that the necessary easements can now be filed in the new few weeks.

List of Violations: Doug asked Rich to present the results of work he and Gavin had done to review and suggest updates to the list of fineable violations as requested by the Board in Action Item #70. Rich presented a document (Attachment 3) describing the work the subcommittee had done. Rich explained that the first page is language describing the types of authority that the Association has been granted under the terms of its Charter. The second page lists sections of the Charter that might describe fineable offences. Rich stated that he and Gavin thought that the cost of remediation would suffice in these two listed instances rather than a specific fine. Pages two through three list suggestions to specific sections of the Ordinances. Page four lists the language from the Ordinances specific to fines, page five lists the current list of fines, and page six lists the two general recommendations that are being made as a result of this review. Rich then commenced to review the specific recommendations pertinent to Ordinance violations (see page three and four of Attachment 3). Doug asked the Board to review the recommendations contained in the document provided by Gavin and Rich. Doug also informed the Board that the Association's attorney has provided a draft procedure for the collection of fines. Doug will share that procedure prior to next meeting to discuss at that time. Nancy took this opportunity to thank Steve Humes for his help on composing collection letters.

Other Old Business – There was no other old business.

New Business – Janet stated that she is concerned about the split tree limb overhanging the Gorton Avenue entrance gate. Rich stated that that situation had been taken care of by the owner *{subsequently Rich became aware that the tree situation had not been addressed}*.

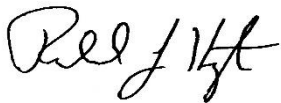
Public Comment – Doug asked for comment from the general public attending this remote meeting. There was a question about the sewer project timelines. Doug replied that more information about this issue would be available at next month's meeting as many actions are in flux at this moment. Another member of the public commented about the need to

control the over-issuance of beach passes. This member suggested there might be a cost to obtain a replacement pass if the originals are lost or misplaced. This member also stated that he was a witness to interactions between Lester and a representative of H.S. Plaut Environmental Services after a major storm this summer. This member thought that Lester exhibited extreme patience in light of the contractor's reluctance to follow Lester's directions. This member also suggested that although Rich and Gavin recommended that the cost of remediation might be sufficient in some cases that a nominal fine might also be recommended in addition to the cost of fixing the problem. Rich thought that that suggestion was worth considering.

NEXT MEETING - The next Board of Governor's meeting date is scheduled for February 10th. The meeting will be held with Zoom remote meeting software.

A motion (Kingston/Humes) was made to adjourn at 8:14 PM. The motion passed.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Rich Kingston'.

Richard Kingston
Clerk
January 19, 2021

Minutes Approved at February 10, 2021 Board of Governors Meeting

Results of Voting at the January 13, 2021 Old Colony Beach Club Association Board of Governors Meeting. Board of Governor Members present- Janet Montano, Gavin Cartiera, Nancy Zimmerman, Lester Webb, Steve Humes, Rich Kingston and Doug Whalen.

Underground Utility Wires - A motion (Whalen/Montano) was made to approve the installation of underground utility wires to service the light pole at the Old Colony Road beach entrance not to exceed \$1,800. There was no discussion. The motion passed unanimously.

22 Hartung Place Easement (and Access Agreement) - A motion (Cartiera/Humes) was made to approve the Access Agreement for 22 Hartung Place as presented to the Board. There was no discussion. The motion passed unanimously.

January 13, 2021
OCBCA Board of Governors Meeting

Attachment 1

Treasurer's Summary
OCBCA Board of Directors Meeting
January 13, 2021

Balance July 1, 2020:	\$258,123.04
	\$967,460.45 *
	(\$20.49) FY 2020 tax overpayment made in 2019*
	<u>\$16.98</u> FY 2020 tax overpayment credit*
Income:	\$967,456.94
Expenses:	\$154,547.83
Balance December 31, 2020:	\$1,071,032.15
General Fund Checking	\$50,880.72
General Fund MM Savings	\$188,368.65
Capital Fund MM Savings	\$115,602.54
Capital Loan MM Savings	<u>\$716,180.24</u>
Balance December 31, 2020	\$1,071,032.15

*QuickBooks does not consider tax overpayments made in one FY as income in that year but as income in the following FY.

Attachment 2

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "**Agreement**") is made and entered into as of the [] day of [], 2021, by and between DEBORAH K. FEIGENBAUM, an individual (the "**Owner**"), and THE OLD COLONY BEACH CLUB ASSOCIATION, a body politic incorporated by Special Act of the Connecticut General Assembly and located entirely within the Town of Old Lyme, Connecticut ("**Association**").

RECITALS

WHEREAS, the Owner is the owner of that certain real property described on Schedule A attached hereto (the "**Premises**"); and

WHEREAS, the Association transferred the Premises to the Owner by Quit Claim Deed and Easement (the "**Deed**") recorded on the Old Lyme Land Records at Volume ____ and Page ____ subject to a temporary easement over the Premises to install a portion of a planned shared sewer infrastructure project as more particularly described in that certain Clean Water Funding Agreement, Project Number CWF-720, reached between the Connecticut Department of Energy and Environmental Protection ("**DEEP**") and the Association pursuant to a Consent Order executed in February, 2018 and a permanent easement for future maintenance (collectively, the "**Sewer Project**").

WHEREAS, the Association and the Owner wish to clarify and confirm certain details as to how the installation and maintenance of the Sewer Project will be undertaken consistent with the temporary and permanent easements contained in the Deed.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, agreements, covenants and guarantees set forth herein, the parties hereto agree as follows:

1. **Access**. In its exercise of the easement rights granted in the Deed, the Association shall coordinate with the Owner to schedule the Association's entering upon the Premises for the purpose of the Sewer Project at such times and in such manner as to minimize interference with the Owner's use and enjoyment of the Premises. The Association agrees to use commercially reasonable efforts to schedule any planned or scheduled access for the Sewer Project on the Premises outside the months of May to October. For the avoidance of doubt, the sole purpose of the Association's access and activities on the Premises shall be for performing the Sewer Project work and for no other purpose whatsoever. Before entering the Premises, except in emergency circumstances, the Association (and its agents, contractors, employees, and representatives) shall give at least three (3) business days' prior notice in writing to Owner. The Owner may choose to have a representative present during the Association's presence on the Premises to monitor the Sewer Project. Any entry to the Premises by the Association, and all activities pursuant thereto, shall be at the sole risk, cost and expense of the Association.

Owner agrees to cooperate with the Association to reach reasonable accommodations regarding its access for the Sewer Project, and nothing in this Agreement shall be deemed to vest any rights in either Party that would supersede those rights already vested in the other Party by the Deed.

2. Insurance. The Association shall maintain, at its sole cost and expense, comprehensive general liability insurance, all risk property insurance, vehicle and excess liability insurance policies in amounts consistent with industry standards but no less than coverage of \$2,000,000 per occurrence and \$5,000,000 in the aggregate for any and all work performed on the Premises associated with the Sewer Project. The Association shall name the Owner as additional insured on all such policies. The Association shall further maintain workers' compensation insurance at statutory limits for any and all work performed on the Premises associated with the Sewer Project. Prior to commencing any work on the Premises, the Association shall provide to the Owner certificates of insurance evidencing such coverage. In the event the Association uses contractors for the Sewer Project, the Association shall cause such contractors to comply with the provisions of this section.

3. Approvals. The Association shall, at its sole cost and expense, obtain all required governmental approvals, permits and licenses for any and all work performed on the Premises associated with the Sewer Project.

4. Compliance with Laws. The Association shall comply with all applicable laws, ordinances, rules and regulations governing the Sewer Project and for any and all work performed on the Premises associated with the Sewer Project, including, without limitation, environmental laws and laws relating to worker safety. The Owner shall not be responsible for any costs, inspection, certification, covenants, guarantees, representations or warranties concerning the Sewer Projects.

5. Disclaimer of Warranty. Owner makes no representations or warranties of any kind regarding the condition of the Premises, including, without limitation, its environmental condition. The Premises is presented by the Owner and accepted by the Association "as is, where is and with all faults." This Section 5 shall survive the termination or expiration of this Agreement.

6. Damage. Consistent with the terms of the Deed, the Association shall exercise due care to avoid damage to the Premises and any improvements on the Premises (collectively, "**Owner's Improvements**"). Any damage to the Premises or the Owner's Improvements resulting from the Sewer Project shall be reported by the Association to the Owner immediately, and the Association shall promptly restore, at its sole cost and expense, such damaged portion of, as applicable, the Premises or the Owner's Improvements to substantially the same condition as prior to the damage, replace any plantings like for like and replace or restore any fixtures removed by the Association. If the Association fails to do so after five (5) business days' notice from the Owner, the Owner may repair such damage, and the Association shall promptly reimburse the Owner for the Owner's costs associated with repairing such damage within

ten (10) days of such notice. For the avoidance of doubt, repairs made by Owner or Association shall be exempt from the Association's "hammer law". The Association shall cause each of its contractors and subcontractors to be aware of this Agreement and the obligations of such parties hereunder. This Section 6 shall survive the termination or expiration of this Agreement.

7. Indemnification. The Association shall not cause or permit any mechanics' liens, materialmen's liens or other liens to be filed against the Premises as a result of the Sewer Project. The Association shall indemnify, defend and hold harmless the Owner, its directors, officers, agents, employees, contractors, permittees, invitees and licensees from and against any and all liability, fines, suits, claims, demands, judgments, actions, or losses, penalties, damages, costs and expenses of any kind or nature, including, without limitation, reasonable attorneys' fees and court costs, arising out of, relating to, or in any way connected with the Sewer Project, except to the extent that any such liability, fines, suits, claims, demands, judgments, actions, or losses, penalties, damages, costs and expenses arise solely out of the willful misconduct of the Owner or its agents, permittees, invitees or licensees. This Section 7 shall survive the termination or expiration of this Agreement.

8. Counterparts. This Agreement may be executed in counterparts, which, when taken together as a whole, shall constitute the complete document. The parties agree that this Agreement may be transmitted between them by e-mail (in pdf format) and the parties intend that an e-mailed signature shall have the same force as an original signature.

9. Entire Agreement. No representations or covenants of any kind other than those expressly contained herein have been made by either party hereto. This Agreement may only be modified or amended by an agreement in writing duly executed and delivered by each of the parties hereto.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

12. Assignment. This Agreement shall not be assigned by the Association without the prior written consent of the Owner, not to be unreasonably withheld, conditioned or delayed. Any unpermitted assignment shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns.

[Signature Page Follows]

January 13, 2021
OCBCA Board of Governors Meeting

IN WITNESS WHEREOF, Owner and the Association have executed this Agreement effective as of the date first set forth above.

OWNER:

Deborah K. Feigenbaum
Date:

ASSOCIATION:

THE OLD COLONY BEACH CLUB
ASSOCIATION

By: _____
Name:
Title:
Date:

SCHEDULE A

LEGAL DESCRIPTION OF PREMISES

Beginning at a point 8.00' North from the South Easterly Corner of #22 Hartung Place, along the easterly boundary line of said #22 Hartung Place, running N 04-18-02 W. 75.00' to a point, thence turning and running N 85-41-58 E 8.00' to a point, thence turning and running S 04-18-02 E 75.00' to a point, thence turning and running S 85-41-58 W 8.00' to the point of beginning,

being the same parcel depicted as Parcel 2 on a survey map by Hendriks Associates entitled "Improvement Location Survey, Map Depicting the Revision of the Common Property Lines of Property of Old Colony Beach Association and Deborah K. Feigenbaum, #22 Hartung Place, Old Lyme, Connecticut" dated October 22, 2020 and last revised November 11, 2020, which is hereby incorporated into this Agreement by reference.

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Attachment 3

Charter (Update 2017)

160

SP. No.287

SPECIAL ACTS [Jan., 1935]

[House Bill No.279.] [289.] *Approved May 16. 1935*

[AMENDMENTS TO ORIGINAL CHARTER]

[House Bill No.778. 303] *Approved June 27, 1947*

[AMENDMENTS TO ORIGINAL CHARTER]

[House Bill No. 1038] *Special Act 17-8 Approved June 30, 2017*

AN ACT INCORPORATING THE OLD COLONY BEACH CLUB ASSOCIATION.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

The following Sections of the Charter specify the rights of the Association to set rules and establish fines.

SEC. 8. Said association may purchase, acquire or own real estate and the governing board may enact by-laws or ordinances for the following purposes: To regulate travel over the highways within the limits of the association when, in the opinion of said board, the free and unrestricted use of said highways may become dangerous or inconvenient; to appoint and remove police officers to act within the limits of said association, who shall have the powers of constables within said limits for the purpose of making arrests for violations of any law or regulation or by-laws of said association; to clean and improve any and all ditches; to care for beaches and water fronts; to keep the streets and all public places within the limits of said association quiet and free from noise; to regulate the parking of motor vehicles; to build, repair and improve highways, roads and sidewalks within the limits of said association; to require owners or lessors of land or buildings within the limits of said association: to remove leaves and other inflammable material or obstructions from the highway adjacent to or in front of property owned, leased or occupied by them; to prevent the deposit upon the property within the limits of said association of any refuse, garbage or waste material of any kind which, in the opinion of said board, may endanger the public health or safety or which may become a nuisance; to remove garbage, filth, night soil, ashes and other refuse matter within said limits and to authorize such person as the board may designate to make entry on any private property within said limits for the purpose of taking and removing all filth, garbage, ashes, night soil or any other offensive matters; to establish building lines; to protect any property from danger by fire, including the regulation of the number of cottages and structures that may be erected or placed on a single building lot within said limits; to regulate the carrying on within the limits of said association of any business that will, in the opinion of said board, be prejudicial to public health or dangerous to or constitute an unreasonable annoyance to those living or owning property in the vicinity thereof, which regulations shall be uniform for

each class or kind of buildings or structures, or class of business; to regulate peddling as provided for in towns under the general statutes; to restrict the right of entry on the property of said association except upon the highways and to promote the planting of trees and shrubbery and other work leading to the improvement of the general appearance of the community. Said association shall have exclusive charge and control of all roads within the limits which are not under town or state control. Said governing board may fix a penalty for each violation of any such by-law, ordinance or regulation, for each offense, and the penalties may be recovered in any action brought for the purpose in the name of The Old Colony Beach Club Association before any court having jurisdiction, for the use and benefit of said association. No by-law or ordinance shall take effect until ten days after its passage, nor until it has been communicated to members of the Board by an approved method of communications as outlined in the Association bylaws for at least seven days. A certificate of the clerk of the Association of the proper notification of any bylaw or ordinance as provided herein shall determine what constitutes prima facie evidence of such notification. Nothing herein shall be construed as authorizing the board or the association to change, by regulation, restrictions in deeds and nothing herein shall impair the exclusive right of The Sound View Water Company, its successors and assigns, to install and maintain water pipes in the streets.

SPECIFIC SECTIONS OF THE CHARTER THAT MAY NEED ESTABLISHMENT OF FINES

SEC. 14. Said board of governors shall, within said limits, examine into all nuisances and sources of filth injurious to the public health and cause to be removed all filth found within said limits which, in its judgment, may endanger the health of the inhabitants or render the occupation of any dwelling undesirable, and may notify, by mail, postage prepaid, all persons causing or maintaining any such nuisance to abate the same within such time as the board of governors shall order and, if the same shall not be abated as ordered, said board may abate the same and recover the expense thereof from any person so causing or maintaining the same, by an action in the name of said association.

Suggestion: Instead of establishing fine leave as is. The cost of remediation which must ultimately be paid by the homeowner might be many times what a fine might be. This Section gives the Board the authority to take action to remediate the violation and recover expenses related to that remediation.

SEC. 15. Said association shall have the same power and privileges regarding fires, sewers and health as towns.

Suggestion: As there is no specific violation listed we suggest using the same power of remediation and recovery as listed for Section 14.

SPECIFIC SECTIONS OF THE ORDINANCES THAT MAY NEED ESTABLISHMENT OF FINES

Ordinances

(updated September 2015)

CHAPTER 3

3. 1 No person(s) or corporations shall use or cause to be used, rent, lease, or occupy for dwelling or living purposes any garage, tent, recreational vehicle or camping trailer within the territorial limits of the Association.

Suggestion: Include this Chapter reference under the existing fine listed for Home maintenance violation.

CHAPTER 4

4. 1 No business shall be carried on in a residence or on the property of any residence within the limits of this Association.

Suggestion: Further research necessary. Defer to Old Lyme zoning regulations to define appropriate action.

4. 2 all seasonal vendors except those exempt by the statutes of the State of Connecticut shall obtain an annual license from the Board of Governors. The Board of Governors shall regulate the fee and number of licenses issued. Vendor shall clearly display the issued license.

Suggestion: No fine necessary. As Association has right to regulate traffic within the Association and can invoke trespassing laws to prevent access to OCBCA property.

6. 3 No person(s) shall post bills, placards or advertisements on any building, walls, fence, post or vacant lot, except “for rent” or “for sale” signs. Such signs shall be limited to one sign per property and shall not exceed four (4) square feet in area.

Suggestion: Include this Chapter reference under the existing fine listed for Home maintenance violation.

6. 5 No person(s) shall extinguish or damage the lights of any public lamp.

Suggestion: Instead of establishing fine leave as is. The cost of remediation which must ultimately be paid by the homeowner might be many times what a fine might be. This Section gives the Board the authority to take action to remediate the violation and recover expenses related to that remediation.

6. 6 Ball playing on the beach will be limited to designated areas.

Suggestion: Include this Chapter reference under the existing fine listed for Beach Violation.

6. 7 No activities in roadways to obstruct or hinder traffic or create a nuisance are allowed. The association assumes no liability for accidents caused by any activity in the roadways.

Suggestion: Specific violations are currently listed for unlicensed and unregistered vehicles within Association, exceeding posted speed limits, reckless driving, driving the wrong way, blocking of a street or right of way without Board permission and operating a motor vehicle on the beach. We suggest that if other, yet undefined instances of improper use of the roads, are discovered the current fine for the closest related violation be levied. At that time consideration can be given to expanding the list of fines to cover a truly unique violation that should stand on its own.

7. 1 No clothesline, fire escape or permanent structure may be erected in the front yard of any residence in the Association.

Suggestion: Include this Chapter reference under the existing fine listed for Home maintenance violation.

7. 2 No person(s) shall erect a fence higher than four (4) feet on front property, six (6) feet in backyards and four (4) feet in side yards for the first 24 feet and six (6) feet high thereafter. Hedges and bushes cannot exceed four (4) feet in height on front property line. Fences, bushes or permanent structures cannot be placed within 2 feet of the Association property line, may not interfere with sight lines at any OCBCA intersection or be placed in a position which may cause a safety issue.

Suggestion: Board discussion is required. How is this situation to be addressed where multiple violations of this ordinance already exist and the cost of remediation can be significant to the homeowner? If no enforcement is contemplated how is future violation of this Chapter prevented?

The following is the current language that lists the specific violations of Association rules.

EXISTING GUIDELINE IN ORDINANCES LISTING TYPES OF VIOLATIONS THAT CAN BE ENFORCED WITH A FINE

8.14 Offences subject to fines as established by the Board of Governors include, but are not limited to, the following:

- Unlicensed driving of a motor vehicle, golf cart, scooter or ATV
- Exceeding the posted speed limit on Association roads
- All identified parking violations
- Reckless driving on Association roads
- Driving unregistered vehicles on Association roads
- Driving the wrong way on a one-way street
- Dogs on the beach, unleashed dogs and not picking up defecation
- Un-authorized Construction from July 1st through Labor Day
- Home maintenance violation
- Littering
- Noise ordinance violation
- Improper water discharge
- Parking & parking lot violations
- Unpermitted fires

CHAPTER 9

9. 1 Any person(s) who violates any one section of these ordinances shall be fined, payable within 15, days unless otherwise noted, to OCBCA, P.O. Box 10, Old Lyme, CT 06371. If not paid within 15 days the fine will double. Each violation of any section shall be a separate and distinct offense. In the case of a continuing violation, each day's continuance shall be deemed to be a separate and distinct offense.

9. 2 Said association may collect all such fines from the owners of such properties by action at law in the name of the Association, and any money due on any such fine shall be a lien upon the property of such owner, which may be foreclosed in the same manner in which liens for taxes due the Town of Old Lyme are foreclosed. Interest shall run on any lien filed pursuant to this section at the rate of one and one-half percent (1.5%) per month.

List of Fines for Violation of OCBCA Charter and Ordinances

*Approved by Board of Governors - March 12, 2019 in accordance with
Section 8 of OCBCA Charter*

Unlicensed operator/driver of a motor vehicle, golf cart, scooter or ATV (Ch. 8.9 of Ordinances)	\$50 per instance
Exceeding the posted speed limit on Association roads (Ch. 8.3 of Ordinances)	\$50 per violation
Parking and Parking Lot Violations (Chs. 8.2, 8.3, 8.5, 8.7, 8.10 & 8.13 of Ordinances)	\$20 per instance
Reckless driving on Association roads (Chs. 8.1 & 8.4 of Ordinances)	\$100 per violation
Driving the wrong way on a one-way street (Ch. 8.11 of Ordinances)	\$20 per violation
Blocking of Street or Right of Way without Board Permission of Ordinances)	\$50 per instance (Ch. 8.6 of Ordinances)
Dogs on the beach (Ch. 6.8 of Ordinances)	\$25 per instance
Unleashed dogs on OCBCA Property (Ch. 6.8 of Ordinances) (Licensed Service Dogs Exempt)	\$25 per instance
Not picking up dog defecation on OCBCA Property (Ch. 6.8 of Ordinances)	\$25 per instance
Home maintenance violation (Chs. 2.1 to 2.5 & 2.9 of Ordinances)	\$50 per day
Littering (Ch. 2.1. of Ordinances)	\$20 per instance
Noise ordinance violation (Ch. 6.1 & 6.2 of Ordinances)	\$50 per instance
Improper water discharge (Chs. 2.7 & 2.8 of Ordinances)	\$50 per day
Unpermitted fires on OCBCA Property (Ch. 6.4 of Ordinances)	\$100 per instance
Operating a Motor Vehicle on the Beach (Ch. 8.10 of Ordinances)	\$50 per instance
Beach Violations (Glass, Unauthorized Coolers, etc.) (Ch. 2.2 of Ordinances)	\$20 per instance
Operation of Non-OCBCA Registered Vehicle (Ch. 8.9 of Ordinances)	\$50 per instance
Un-authorized Construction from July 1 st through Labor Day (Ch. 6.9 of Ordinances)	\$50 first day \$100 per day for next 4 Days

Daily Fine Doubles every 5 Day
Period for continuous construction*

*\$50 per day on day 1; \$100 per day for days 2 to 5; \$200 per day for days 6 to 10; \$400 per day for days 11 to 15; etc.

Continuous construction is defined as work performed over a period of time for a specific purpose, i.e. home renovation or reconstruction, major landscaping project, etc. The Old Colony Beach Association Board of Governors may establish additional examples as experience dictates.

Committee Suggestions:

Gavin and I suggest that language be included in the list of fines that a verbal warning is the initial course of action recommended before fines are assessed. In the case of egregious instances of a first offence the fine can be immediate. Oftentimes homeowners are not aware of the rules they are violating and it would be good policy to look for correction of first offences without penalty to allow these homeowners to immediately come into compliance with the Association rule cited.

We also strongly recommend that the application of fines must be fair and equitable. If the Association is prepared to fine a homeowner for a rules violation it must also ensure that it does so consistently and across the board. As an example, if a homeowner is asked to remove a basketball hoop from an Association roadway the Board must ensure that this order is applied to all other instances of this violation.