

**From:** cherylcolangelo@gmail.com,  
**To:** lyme1234@yahoo.com, bog@blackpointbeachclub.com,  
**Subject:** Re: FOI Public Outreach Workshop 9/28/2020  
**Date:** Tue, Sep 29, 2020 8:40 am

---

Hi Barbara,

Glad you joined us last night.

We are fortunate to have access to Mr. Hennick, and will continue to call him with our questions.

Cheryl

On Mon, Sep 28, 2020 at 9:10 PM babara johnston <[lyme1234@yahoo.com](mailto:lyme1234@yahoo.com)> wrote:

Hello BOG - I do appreciate your holding the workshop tonight. Mr. Hennick did a great job explaining FOI.

It was a real good session to learn just how the word 'public' was explained. I believe much has not been understood in the past BOG in the learning about FOI.

Please give Mr. Hennick a call if you have any questions to be answered in the future as he offered.

Barbara Johnston

35 Sea Crest Ave.

**From:** jallen31@atlanticbb.net,  
**To:** bog@blackpointbeachclub.com,  
**Cc:** jim0752@comcast.net,  
**Subject:** Association Boat Landing Docks  
**Date:** Wed, Sep 30, 2020 1:12 pm

---

The purpose of this correspondence is to ask the Black Point Beach Club Association Board of Governors why all the Association's (three) boat landing docks were removed on September 17, 2020, with absolutely no prior notice given to any of the Association members who utilize these docks.

It has been my experience that the majority of Marinas in the area have seasons that run from April 15<sup>th</sup> to October 15<sup>th</sup>.

I can understand removing the damaged "Boat Launch" dock at Sea View Avenue, however by removing all the docks (Main beach and South beach) you have denied members who have moorings, the ability to land and/or pick up passengers and thus prematurely ended our boating season by a month.

Thank you

Jim Allen  
31 Sea Spray Avenue  
Black Point

**From:** cherylcolangelo@gmail.com,  
**To:** bog@blackpointbeachclub.com,  
**Subject:** Fwd: Boaters  
**Date:** Wed, Sep 30, 2020 5:14 pm

---

I will share with BOG, and this can be part of a discussion on boating policies.

----- Forwarded message -----

**From:** Will Fountain <[mrwill34@gmail.com](mailto:mrwill34@gmail.com)>  
**Date:** Wed, Sep 30, 2020, 2:09 PM  
**Subject:** Boaters  
**To:** Cheryl Colangelo <[cherylcolangelo@gmail.com](mailto:cherylcolangelo@gmail.com)>

Seems some people are not aware that we are a beach club not a full scale marina or yacht club. If anyone has a boat still in the water they can pass under the Niantic-Waterford bridge and use the state boat launch site on the Waterford side. It has a large ramp, a pier along side and ample room to remove any rigging your boat may have. I do not believe we are under any obligation to the boaters but we do try to accommodate them when possible

Sent from my iPhone

**From:** cmaries70@icloud.com,

**To:** bpzoning@gmail.com, bog@blackpointbeachclub.com,

**Subject:** 2 Sea Breeze Ave

**Date:** Fri, Oct 2, 2020 1:21 pm

**Attachments:** image3.jpeg (6717K), image2.jpeg (7907K)

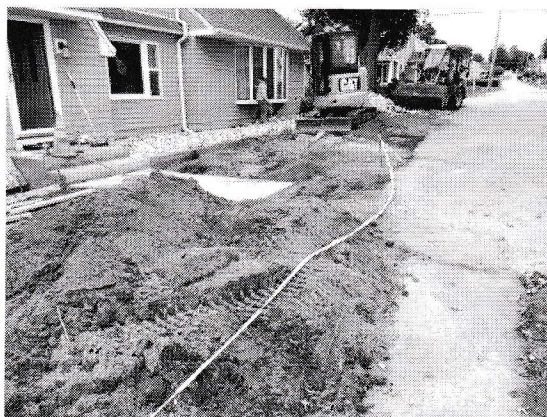
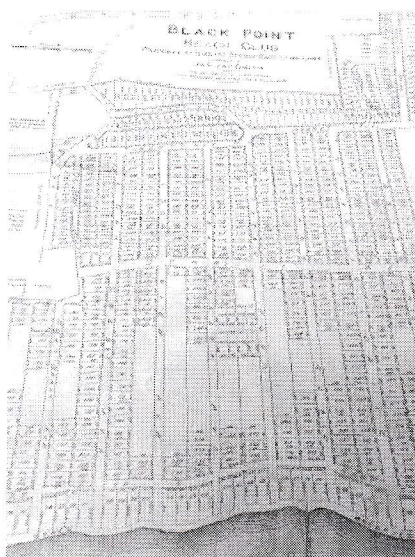
---

Good Afternoon Jim,

I am inquiring about an application for any of this development At 2 Sea Breeze Ave and all documents for the work being done there as well as to BPBCA ROW by Owner's hired people. I have seen BPBCA BOG Rules and Regulations read no one is to use any of BPBCA ROW's for personal use. Is there a survey required by 2 Sea Breeze, if not, there needs to be one done in order to continue work, in my opinion.

Sent from my iPhone

2 Attached Images





**From:** cherylcangel@gmail.com,

**To:** jallen31@atlanticbb.net,

**Cc:** bog@blackpointbeachclub.com, jim0752@comcast.net,

**Subject:** Re: Association Boat Landing Docks

**Date:** Fri, Oct 2, 2020 4:25 pm

---

Hello Jim,

My apologies for the lack of notice re removing boating docks. In the future, we will send out an email via the Black Point membership email list and will continue to remind members to submit their email addresses for our records so we can reach as many as possible..

Since BP does not have the resources that private marinas do, we must be more conservative in our decisions regarding the seasonal removal of launches. In the past few years, BP equipment has sustained expensive damages due to unpredicted (or underpredicted) storms or swells, thus the inclination to close things down earlier than in the past. In the most recent case, damage was done to the Sea Breeze launch by unpredicted high swells and the launch was not safe. As it is very costly to have equipment removed individually, it was decided to remove everything at once. The board is working on a plan for the future to both protect our docks and make them available for as long as possible to the membership.

Please consider sharing your ideas of possible solutions with Jim Moffett and/or the board as we grapple with this dilemma.

Thanks. Cheryl

On Wed, Sep 30, 2020 at 1:13 PM [jallen31@atlanticbb.net](mailto:jallen31@atlanticbb.net) <[jallen31@atlanticbb.net](mailto:jallen31@atlanticbb.net)> wrote:

The purpose of this correspondence is to ask the Black Point Beach Club Association Board of Governors why all the Association's (three) boat landing docks were removed on September 17, 2020, with absolutely no prior notice given to any of the Association members who utilize these docks.

It has been my experience that the majority of Marinas in the area have seasons that run from April 15<sup>th</sup> to October 15<sup>th</sup>.

I can understand removing the damaged "Boat Launch" dock at Sea View Avenue, however by removing all the docks (Main beach and South beach) you have denied members who have moorings, the ability to land and/or pick up passengers and thus prematurely ended our boating season by a month.

Thank you

Jim Allen

31 Sea Spray Avenue

Black Point

**From:** cherylcolangelo@gmail.com,  
**To:** witan@aol.com, bog@blackpointbeachclub.com,  
**Subject:** Re: Suggested fishing regulation  
**Date:** Fri, Oct 2, 2020 3:48 pm

---

Thanks, John. We touched on this at the last board meeting and I hope to return to it at the October meeting.  
Cheryl

On Fri, Oct 2, 2020 at 8:03 AM <[witan@aol.com](mailto:witan@aol.com)> wrote:

Cheryl:

Tis the season and we're encountering lots of after-hours fishermen, AND we've found many of these are non-residents. It would help if when we're confronting them for waking us in the wee hours... again... that we can just say "*not after 11 O'clock*" without having to argue about whether or not they belong here. Help!

This is to ask that the BOG correct the fishing regulations, restoring the long-time rule *extending* permission off-season to allow fishing all day (6 AM to 11 PM). I'm sure it was unintended but the "new" regulation as posted would allow fishing at all hours of the night.

By the way, this is not just a South Beach issue. Of course no one wants folks lurking around their neighborhoods at all hours... any more than anyone wants them playing tennis or basketball or hanging out in their cars in our parking lots at those hours ... particularly people who don't live here! The restored regulation would bring fishing back in line with our other curfew regulations protecting those neighborhoods... and for the same reasons.

And it's not a minor matter as we and our neighbors here at South Beach are repeatedly disturbed in the wee hours... just as we're trying to get the rest and relaxation we invest in here at Black Point. Not to mention that it exposes our homes to vandalism (or worse... invasion!)... and is an injury insurance liability for the Association.

Meanwhile... while you are correcting the regulation, I thought you might also consider that the wording of the recent edition *could be interpreted* to mean:

- a) that the rules apply only to members and guests...not to non-members.
- b) that by specifying piers and jetties, fishing from our *beaches* is OK by anyone at any time.

Here is my crack at suggested regulation rewording:

#### **SECTION IV. Other Regulations and Limitations of Liability**

1. **New Rules for Fishing. – Fishing from Association Property is allowed by members and their guests only. From May 16 to September 14, fishing is allowed between 6 p.m. and 11 p.m. only. From September 15 – May 15, fishing is allowed between 6 a.m. and 11 p.m. only.**

Existing regulation

1. New Rules for Fishing. – From May 16 – September 14, fishing by members and their guests is allowed on the ends of all piers and jetties between 6 p.m. and 11 p.m. only. From September 15 – May 15, fishing hours are unlimited for members and their guests.

Bottom line... please at least correct and post ASAP the regulation to allow off-season fishing between 6:00 AM and 11:00 PM.

John

John Bourget  
President

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In a message dated 10/1/2020 7:19:35 PM Eastern Standard Time, [rldfam1@aol.com](mailto:rldfam1@aol.com) writes:

Sent your texts to Cheryl and BOG. The reaction was slow so I resent to individual emails instead of BOG group text. Your concerns are valid but those controlling agenda are selective. Please send directly to Cheryl.

Rick

Sent from my iPhone

On Oct 1, 2020, at 2:25 PM, Witan@aol <[witan@aol.com](mailto:witan@aol.com)> wrote:

Wondering if you had a chance to bring this up with the Board. 'Tis the season and We're encountering lots of after-hours fishermen, AND many of these are non-residents. It would be great if at least we can boot them for the after-hours rule! Help!

John Bourget  
[WitanIntelligence.com](http://WitanIntelligence.com)  
(860) 675-0231

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On Sep 13, 2020, at 9:34 AM, [witan@aol.com](mailto:witan@aol.com) wrote:

Suggested regulation wording



## SECTION IV. Other Regulations and Limitations of Liability

1. New Rules for Fishing. – Fishing from Association Property is allowed by members and their guests only. From May 16 to September 14, fishing is allowed between 6 p.m. and 11 p.m. only. From September 15 – May 15, fishing is allowed between 6 a.m. and 11 p.m. only.

While correcting the regulation, I thought you might also consider that wording of the recent edition of the regulation *could be interpreted* to mean that the rules apply only to members and guests...not to non-members. Also, by specifying piers and jetties, the wording implies that fishing from our *beaches* is OK by anyone at any time.

## Existing regulation

1. New Rules for Fishing. – From May 16 – September 14, fishing by members and their guests is allowed on the ends of all piers and jetties between 6 p.m. and 11 p.m. only. From September 15 – May 15, fishing hours are unlimited for members and their guests.

John Bourget  
President

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In a message dated 9/13/2020 9:03:04 AM Eastern Standard Time, [witan@aol.com](mailto:witan@aol.com) writes:

This is to remind you to correct the fishing regulations to include the times-of-day for off-season fishing (6AM - 11PM) that had somehow been dropped. Important to correct before we get too far into the season.

Of course no one wants folks out there at all hours any more than anyone wants them playing tennis or basketball then ... particularly people who don't live here!

Congrats on your 3rd place yesterday! Even more so considering the winds! Wendy and I were getting wet just motoring around slowly! Hard to take photos rocking around so much. As the wind picked up we had to go in. It was nice seeing you guys yesterday prepping for the race. Glad you got whatever fixed in time. BTW... I don't know about Annie Longo,

but Prescott Littlefield is *unbeatable* so a third in this race is terrific!

John

John Bourget  
President

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**From:** cmaries70@icloud.com,

**To:** bpzoning@gmail.com, bog@blackpointbeachclub.com,

**Subject:** Map of BPBCA WITH Map2 taped to it, to complete the whole area of BPBC PROPERTY

**Date:** Fri, Oct 2, 2020 5:25 pm

**Attachments:** image0.jpeg (4610K), image1.jpeg (5919K)

Dear BOG OF BPBCA,

The Maps of BPBC are duly filed with the East Lyme Town Clerks Office, where Brooke Stevens, our Secretary for BPBCA, also works.

The Maps note Roads will be improved only in front of lots on shown map. See below:

That is in the middle of the original map to the left and to the far right towards the bottom says: end of town road.

It shows merestones locations, specifically on East Shore and BPBCA ROW at Sea Breeze Ave Opening being 40' in width. To find a merestone one might have to dig down about 1'-2'.

I dropped by BPBCA BOG Cheryl Colangelo's and left this map to be on file for all of the members of the Municipality.

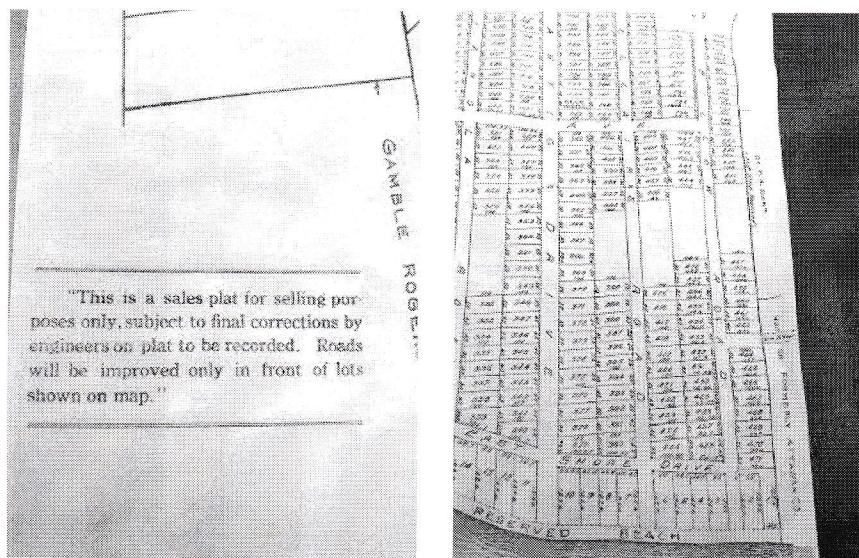
Maybe it can be put at the Club house and well as being on file.

Sincerely,

Cindy Trocki

Sent from my iPhone

2 Attached Images



**From:** cmaries70@icloud.com,

**To:** bpzoning@gmail.com, BOG@blackpointbeachclub.com,

**Subject:** Stopping Encroachment and personal use of BPBCA PROPERTY ROW

**Date:** Sat, Oct 3, 2020 10:51 am

---

I am looking for a response and plan before the owner Mario Costa at 2 sea Breeze Ave has his workers finish up and leave, leaving encroachment on BPBCA property.

Sent from my iPhone

> On Oct 2, 2020, at 1:21 PM, Cindy Trocki <cmaries70@icloud.com> wrote:

>

> Good Afternoon Jim,

> I am inquiring about an application for any of this development At 2 Sea Breeze Ave and all documents for the work being done there as well as to BPBCA ROW by Owner's hired people. I have seen BPBCA BOG Rules and Regulations read no one is to use any of BPBCA ROW's for personal use. Is there a survey required by 2 Sea Breeze, if not, there needs to be one done in order to continue work, in my opinion.

> <image3.jpeg>

>

> <image2.jpeg>

>

> Sent from my iPhone

**From:** cherycolangelo@gmail.com,

**To:** sharonbruce926@gmail.com, bog@blackpointbeachclub.com, bpbcmanger@gmail.com,

**Subject:** parking task force

**Date:** Sun, Oct 4, 2020 12:37 pm

---

Hi Sharon,

Some thoughts and questions on the task force report for discussion at a bog meeting, along with thanks for your work.

- BP stickers for golf cart parking may be confusing as, even now, many people think they can use stickers for parking their cars
- Several people have asked for a second parking tag for convenience in two car families; giving golf cart owners the option of two parking passes (or, parking options) may be perceived by car owners as inequitable
- Could we have diagrams illustrating where on the ROWs parking would be considered in relation to size of ROW, size of cars and golf carts, and possible obstructions? For example, carts backing into spaces on Whitecap may block access to ramp, benches, and places for carriages and bikes.
- Has anyone tested out the spatial process of parking (coming and leaving) on grassy strip of Nehantic when the lot is full and people are walking on ROW?
- Do we have any record of whether the Whitecap lot was full on weekends this summer?
- Does proposed parking on ROWs apply to cars as well?
- Would ROW parking be on asphalt or grass?
- Would there be posted hours for ROW parking? Enforcement during evenings and winter?
- Since it was just requested that we post/paint "No Parking" on Osprey ROW by many people at South Beach, has anyone in that neighborhood been asked about the proposed change?
- Has the task force considered community response to using public quiet, green spaces as parking areas?

Cheryl

**From:** doublek115@netzero.net,  
**To:** bog@blackpointbeachclub.com,  
**Subject:** Parking task force  
**Date:** Tue, Oct 6, 2020 10:34 am

**Attachments:**

---

I think you're being very naive if you don't think people will park both their golf car and other vehicle at the beach. Why don't you contract with a towing service and post signs like business' do? At least one person has given Jim an attitude. The good news is, you have all winter to discuss this. Thanks for your time.

Tim Silver  
67 Sea Crest Ave.

**From:** cmaries70@icloud.com,

**To:** bog@blackpointbeachclub.com,

**Subject:** 2 Sea Breeze Ave

**Date:** Fri, Oct 16, 2020 2:15 pm

---

Mr. Mario Costa just sprayed the ground on the left hand side of the stone flower stand, which belongs to BPBC property and Mr. Costa property starts more to the right side of the stone flower pot where one can find a merestone, unless he gets time to remove it. Who is the responsibility party to protect encroachment of BPBCA property from personal use?

Sent from my iPhone



**From:** cmaries70@icloud.com,  
**To:** bog@blackpointbeachclub.com,  
**Subject:** 2 Sea Breeze Ave  
**Date:** Fri, Oct 16, 2020 2:16 pm

---

Mr. Costa is planning to put up a fence and deny owners in common use of BPBCA PROPERTY.

Sent from my iPhone

**From:** cherylcolangelo@gmail.com,  
**To:** cmaries70@icloud.com,  
**Cc:** bog@blackpointbeachclub.com,  
**Subject:** Re: 2 Sea Breeze Ave  
**Date:** Fri, Oct 16, 2020 2:33 pm

---

Hi Cindy

What is your source for this info?

On Fri, Oct 16, 2020, 12:17 PM Cindy Trocki <cmaries70@icloud.com> wrote:

Mr. Costa is planning to put up a fence and deny owners in common use of BPBCA PROPERTY.

Sent from my iPhone

**From:** brookers2@aol.com,

**To:** lyme1234@yahoo.com,

**Cc:** jimfox4@gmail.com, jallen31@atlanticbb.net,

**Subject:** RE: Messed-up Black Point Public Hearing for Zoning change of Regulations Oct 17, 2020

**Date:** Fri, Oct 16, 2020 11:28 pm

**Attachments:** Screenshot\_20201016-231551\_Drive.jpg (799K)

Hi Barbara,

I'm sorry your having difficulty navigating everything. If you look at the past zoning meeting minutes you will see that the next regularly scheduled meeting was for October 16th and the commission decided to change the regular meeting for after the public hearing on the 17th, since it didn't make sense to have a meeting Friday followed by another on Saturday. I've attached a screen shot of the number to call which is highlighted at the bottom. I won't be attending tomorrow's meeting since I have to do overtime for the Town but if you're having difficulty with zoom I'd recommend reaching out to Jim Moffett. He's a great resource for anything zoom related. If I can help in any way or answer any questions please let me know. I hope all is well with you.

Best wishes, Brooke

Sent from my Samsung Galaxy smartphone.

----- Original message -----

**From:** babara johnston <lyme1234@yahoo.com>

**Date:** 10/16/20 7:18 PM (GMT-05:00)

**To:** brookers2@aol.com

**Subject:** Messed-up Black Point Public Hearing for Zoning change of Regulations Oct 17, 2020

Hi Brooke - I've tried to have people listen (COVID19CT) to Public Hearing for Black Point change of Regulations but I am so confused trying to find tomorrow's agenda ? Plus much else. Oct. 16th is still in the former minutes, changed to Oct. 17th but most won't try to read on since it's probably too late. Call info etc.

I don't find the usual information ie: Dial by location, Meeting ID & access code ? Call number on notice is soooooo confusing. Is area code 425 etc ?

Please have Mr. Fox present it better next time. I really think & believe this hearing should be canceled & not be held. It's (public hearing) for a Zoning change as you are aware. It's been advertised wrong- they did it to me years ago & this time I'm experienced to it !!!

It's not your fault but the same old-same old for Black Point !!!

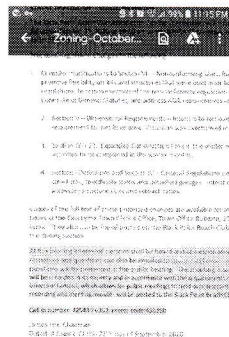
Please do what you can to help it would be much appreciated.

Sorry for late email,

Barbara Johnston

35 Sea Crest Ave.

1 Attached Images



**From:** lyme1234@yahoo.com,  
**To:** bog@blackpointbeachclub.com,  
**Subject:** BP Zoning Hearing Oct, 17, 2020  
**Date:** Sat, Oct 17, 2020 1:34 pm

---

Hi to all on the BP BOG - I hope the BOG listened to the very sad Zoning Public Hearing held today via viral conference calling. It appears what was called a 'public hearing' was not handled as required especially by the CGS or FC addressed before any permits are issued of what was proposed.  
I can say this quote: "If I were to remain silent, I would be guilty of complicity" - "Albert Einstein".

Please correct these serious mis-steps of BP Zoning Comm.  
ASAP & thank you .  
Barbara Johnston  
35 Sea Crest Ave.

**From:** lyme1234@yahoo.com,

**To:** bog@blackpointbeachclub.com,

**Subject:** Agendas & info for meetings not complete

**Date:** Mon, Oct 19, 2020 6:38 pm

---

Hello BOG - I do find so many errors in agendas & time, places, information & not on a timely manner per FOI. Black Point recently had Mr. Hennick address FOI but it does not seem to working ? Maybe another session s/b held for the really needing to be addressed, not like before due to the COVID-19 ?

Please bring whomever doing agendas up to date & on a correct fashion.

Thanks,

Barbara Johnston

35 Sea Crest Ave.



**From:** cherylcolangelo@gmail.com,

**To:** chapin@pobox.com, brookers2@aol.com,

**Subject:** Re: Comments for the Record - 10/17/2020 Zoning Public Hearing

**Date:** Tue, Oct 20, 2020 12:51 pm

---

Thank you, Colleen, for this comprehensive and thoughtful response. I will have it included in with the BOG minutes.

On Tue, Oct 20, 2020, 12:10 PM Colleen Chapin <[colleen.chapin@gmail.com](mailto:colleen.chapin@gmail.com)> wrote:

See attached. Hopefully, these can be included for the public record.

colleen

**From:** cherylcolangelo@gmail.com,  
**To:** cmaries70@yahoo.com,  
**Cc:** bog@blackpointbeachclub.com,  
**Subject:** Re: connect to BPBCA business info. notifications  
**Date:** Wed, Oct 21, 2020 12:59 pm

---

Hi Cindy,

We cannot email all our notifications to members individually, but all of that information is posted on the website, [blackpointbeachclub.com](http://blackpointbeachclub.com), within 24 hours of the meetings, as per FOIA.

We have a discussion of a charter commission on the agenda of tomorrow's bog meeting.

Cheryl

On Tue, Oct 20, 2020 at 5:09 PM Cindy Trocki <[cmaries70@yahoo.com](mailto:cmaries70@yahoo.com)> wrote:

Dear BOG of BPBCA,

I am interested in any meetings and discussions about BPBCA meetings, and specifically communication about BPBCA Charter.

I am requesting any and all notifications of such purposes, be sent to my email address above, so I have an opportunity to be present to the information being shared.

I am also looking for how the Charter Commission was formed and does the members, not ones on the BOG Board but other members, have an opportunity to be part or on the Charter Commission?

I have much to learn and questions to be answered about understanding what we have in this Charter, deeds, and maps to ensure changes won't cause BPBCA property owners to lose its SPECIAL ACTS through adopting home rules.

In order to change our Special Acts, the BPBCA BOG have to adopt Home Rules?

Getting a basis to understanding what BPBCA Municipality has in its Charter and what are the changes necessary for the BOG needs to run **the purpose of its business**.

Sincerely,

Cindy Trocki, member of BPBC Property **in simple fee, vested, and common deed**  
22 Blue Heron Road  
Niantic, Ct 06357  
508-561-8761

P.S. If one would look through the minutes of the meetings of this Board, one would see I have asked this Board to put BPBCA Charter on an agenda, so I can understand it, as well as all of the members.

P.S.S. BPBCA Charter/Special Acts are unique and helps our community to have a separation from The Town of East Lyme.

The Town of East Lyme has Fiduciary roles because we are a Municipality having this Charter, specifically East Lyme receives aids from the State and holds the monies in a **Fiduciary Fund** for OUR roads.

The Town of East Lyme are to care and maintain BPBC Property roads, street, Lanes, ect. **with State aid**.

The Town of East Lyme have a right to the pipes for **water distribution** in BPBC property roads, as a water company.

This Charter is the laws of BPBCA Municipality, along with deeds and maps.

**From:** cfg16@sbcglobal.net,  
**To:** bog@blackpointbeachclub.com,  
**Subject:** Comment on Trusts  
**Date:** Thu, Oct 22, 2020 6:58 pm

---

To Whom It May Concern -

I am quite concerned regarding the discussion today 10/22/2020 on in "Trust" Properties. My concern is that just because you are the trustee or beneficiary of the trust it does not make you the owner of the property. I believe that only the owners should have the right to vote and right to be on the board. Generally it requires an individual to pass before the individual named in the trust becomes an actual owner. I believe you should seek legal guidance on this to determine who is the actual "owner" of the property. I do not agree with allowing individuals just because they are named in the trust to have the right to vote or be on the board. Only owner(s) should have this right.

Thanks so much. - Cynthia  
cfg16@sbcglobal.net  
860-719-2879  
9 East Shore Drive

**From:** cherylcangelo@gmail.com,  
**To:** cfg16@sbcglobal.net,  
**Cc:** bog@blackpointbeachclub.com,  
**Subject:** Re: Comment on Trusts  
**Date:** Thu, Oct 22, 2020 8:44 pm

---

Thanks, Cynthia. There will be more opportunities for members to discuss this as we explore the process.

Cheryl

On Thu, Oct 22, 2020, 6:58 PM Cynthia Girgenti <[cfg16@sbcglobal.net](mailto:cfg16@sbcglobal.net)> wrote:  
To Whom It May Concern -

I am quite concerned regarding the discussion today 10/22/2020 on in "Trust" Properties. My concern is that just because you are the trustee or beneficiary of the trust it does not make you the owner of the property. I believe that only the owners should have the right to vote and right to be on the board. Generally it requires an individual to pass before the individual named in the trust becomes an actual owner. I believe you should seek legal guidance on this to determine who is the actual "owner" of the property. I do not agree with allowing individuals just because they are named in the trust to have the right to vote or be on the board. Only owner(s) should have this right.

Thanks so much. - Cynthia  
[cfg16@sbcglobal.net](mailto:cfg16@sbcglobal.net)  
860-719-2879  
9 East Shore Drive

**From:** Kim-Craven@comcast.net,

**To:** cherylcangelo@gmail.com, slbvmd@gmail.com, Rldfam1@aol.com, SharonBruce926@gmail.com,  
BOG@BlackPointBeachClub.com, janet.bonelli@gmail.com,

**Subject:** Committee to Reorganize Charter

**Date:** Thu, Oct 22, 2020 9:43 pm

**Attachments:**

---

To the Board of Governors,

I would like to be considered for the Committee to reorganize the charter.

I am presently 1 of 3 people on the committee to reorganize our Bylaws and Declaration of Covenants, Conditions and Restrictions for our Association in Florida.

Thank you,

Kim Craven

Cell 413-530-8990

Email Kim-Craven@comcast.net

Sent from XFINITY Connect App





# MILONE & MACBROOM

October 19, 2020

Mr. James Fox  
Zoning Commission Chairperson  
Black Point Beach Club  
15 Blue Heron Road  
Niantic, CT 06357

**RE: Plan of Conservation & Development (POCD)  
Black Point, Connecticut  
MMI #141.17366.P0001**

Dear Mr. Fox:

Milone & MacBroom, Inc. (MMI) is pleased to submit this proposal to assist Black Point Association Zoning Commission (Commission) with creating a POCD that reflects the community's values and provides a roadmap in order to achieve your goals and maintain the community's quality of life.

For over 20 years, our certified planners have specialized in municipal plans of development, land use and zoning, coastal resiliency and Municipal Coastal Programs (MCP), and public engagement. We envision this process as an opportunity to develop a long-term framework for future planning. Our Team is excited by this opportunity to work hand-in-hand with the Commission and community members to develop this planning document for your community.

## PROJECT UNDERSTANDING

Creating a POCD will enable Black Point to refine its own strategy for maintaining and sustaining the high quality of life offered by the community. Every community has unique conditions (physical, natural, and social) and a corresponding unique vision. At times, the most difficult task is to match these conditions and the vision through a process resulting in community consensus. Our Team strives to ensure that the vision and goals enshrined in a POCD are formulated by well-informed local decision makers and an engaged community, not the consultant selected to facilitate the process. Our Project Team understands that its role in a comprehensive community planning process is to provide information and technical advice, to help guide the steering committee through the planning process, and to advance meaningful community participation, not to control the direction a community plan may take.

Our proposed Scope of Services for this assignment is provided on the following pages. Having completed numerous POCDs over the past decade, we have developed a systematic approach to the planning process, producing high-quality products for our clients. While we rely on systematic processes, our approach to each assignment is tailored to meet the desires, unique concerns, and issues faced by the community.

## **SCOPE OF SERVICES**

### **1.0 Project Initiation**

An initial meeting with the Commission will occur at the outset of the project. The meeting will address project tasks and schedules to formalize the work plan. Sources of information will be confirmed and data gaps identified. Project deliverables with associated review periods will be discussed and confirmed. The Project Team and Commission will also brainstorm a preliminary list of stakeholders and finalize the public engagement plan (see Task 3 below).

Finally, MMI will tour the Black Point community, preferably guided by Commission members, in order to learn about the local nuances.

### **2.0 Baseline Conditions**

It is our understanding that the Town of East Lyme is in the process of updating the Town's POCD. Additionally, in 2018 the Town completed a Coastal Resilience, Climate Adaptation, and Sustainability Study (CRCASS). Collectively, these documents provide a wealth of information on topics ranging from land use to demographics to coastal environments.

The Project Team will compile baseline mapping and other data for Black Point and its surroundings. It is assumed that this will largely rely on the recent and ongoing work by the Town of East Lyme and will be supplemented by locally available information. It is important for the Commission and public to understand the physical, social, and environmental features and limitations of the area.

### **3.0 Community Engagement**

The Project Team believes public input should be sought throughout a comprehensive planning process in order to create meaningful goals and recommendations. While the final public outreach plan will be determined during project initiation, we recommend using the following strategies to engage the community:

#### **Website and Social Media**

The Project Team will develop content for posting on the Black Point Beach Club Website. Content will include an introduction to POCDs, the process and schedule, meeting dates, and other materials as appropriate. A Commission designee will review and coordinate the mechanics of posting information.

The Project Team will assist the Commission, or a designee, in preparing appropriate postings for Black Point's social media accounts to alert the community of opportunities to engage in the planning process and report on progress.

### **Online Survey**

Online community surveys are a useful tool for engaging the community and providing valuable data, provided that there are reasonable response rates that are representative of the community's demographics. A survey conducted early in planning process can help to identify community assets, issues, and concerns, and begin to formulate the vision for the future.

The Project Team proposes to conduct one (1) online survey. The Project Team will generate draft survey instruments to be reviewed by the Commission, with up to two rounds of edits made by the Project Team prior to posting on Survey Monkey.

The Project Team will compile an executive summary of survey results, including cross-tabulation analyses as appropriate, for use in further public engagement and planning. Complete tallies and write-in responses will also be furnished to the Commission.

### **Interviews**

As a follow-up to the online survey, the Project Team will conduct 1 day of interviews either in person or via phone/video conference with stakeholders as necessary to facilitate updates of information and better understand issues and objectives.

### **Community Forum**

Community forums are intended to be both informational and interactive. These events typically consist of a brief presentation, a series of hands-on exercises, and live audience polling. We recommend holding a forum after the community survey. This forum will be used to further refine the overall vision for the Plan and for the community over the next decade. One POCD community forum is included in this proposal.

### **Commission Meetings**

Additional opportunities arise for broad public input through Commission meetings and open lines of communication. In order to conduct an efficient process, the Project Team assumes that regular meetings of the Commission will occur (virtually or in person). Up to four such meetings have been included in this proposal.

## **4.0 Vision and Objectives**

Based on the community input, the Project Team will facilitate a strategizing meeting with the Commission to discuss and draft the overarching vision, community values, and complementary objectives for the POCD.

## **5.0 Draft Plan**

Based on the outcomes of all previous tasks, the Project Team will create a Draft POCD including an action agenda. It is envisioned that the POCD will be a graphically rich, goals-oriented document that succinctly conveys the community's values and priorities for the next decade. The



Project Team will provide electronic copies of the Draft Plan for review. The Commission will be responsible for communicating to the Project Team any changes or modifications to be made prior to preparation of the Final POCD.

## **6.0 Final Plan**

After adoption by the Commission, the Project Team will prepare and submit a final POCD document in *Microsoft Word* and PDF format.

### **TIME FOR COMPLETION**

The Project Team expects to complete the above-described tasks in approximately 6 months from authorization to proceed, to ensure ample time for the public outreach plan, and statutory requirements for adoption. At the project initiation meeting a formal schedule identifying key milestones, review periods, and deliverables will be prepared during the initiation meeting.

### **FEE SCHEDULE**

The total fee for the above scope of services is \$20,000. This fee schedule was developed based on our recent experience assisting other communities with comprehensive planning updates, and includes expenses for the online survey program, printed materials for the workshop, and mileage.

Billings will be submitted monthly on a percentage-of-completion basis. Any additional services requested would be compensated on a per diem fee basis per the MMI preferred fee schedule in effect at that time.

### **STANDARD TERMS AND CONDITIONS**

This proposal is subject to our Standard Terms and Conditions, which are attached hereto and incorporated herein.

### **ACCEPTANCE**

If the above proposal meets with your approval, work may be initiated by signing a copy in the space provided below and returning it to us for our files.

We appreciate the opportunity to be considered for this project and look forward to your acceptance of our proposal.

Very truly yours,

MILONE & MACBROOM, INC.



Michael Zuba, AICP,  
Director of Planning

Enclosures

141.17366.P0001-o1920-prop

The above proposal and attached Standard Terms and Conditions are understood and accepted:

By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(Print name and title)

## **2020 Preferred Hourly Rates & Reimbursable Expenses**

### **Connecticut Office**

Clerical	\$ 65.00	Per Hour
Survey Crew Member	\$ 85.00	Per Hour
Draftsperson/Technician	\$ 85.00	Per Hour
Senior Draftsperson/Technician	\$ 95.00	Per Hour
Inspector	\$105.00	Per Hour
Senior Inspector	\$120.00	Per Hour
Chief Inspector	\$140.00	Per Hour
Resident Project Representative	\$160.00	Per Hour
Engineer/Designer/Planner	\$115.00	Per Hour
Senior Engineer/Designer/Planner	\$125.00	Per Hour
Licensed Professional/Specialist	\$145.00	Per Hour
Lead Licensed Professional/Specialist	\$155.00	Per Hour
Senior Licensed Professional/Specialist	\$175.00	Per Hour
Principal	\$220.00	Per Hour

### **Reimbursable Expenses**

Bond Prints	\$ 2.00	Each
Large Bond Prints	\$ 3.00	Each
Fixed Line Mylars	\$75.00	Each
Color Plots/Mylars	\$30.00	Each
Large Color Plots/Mylars	\$45.00	Each
Photo Copies – 8½ x 11	\$ 0.12	Per Copy
Photo Copies – 11 x 17	\$ 0.24	Per Copy
Color Copies – 8½ x 11	\$ 1.25	Per Copy
Color Copies – 11 x 17	\$ 2.25	Per Copy
Binding 0-200 pages	\$ 6.00	Per Bound Copy
201 or more pages	\$ 7.50	Per Bound Copy
Board Mounting	\$25.00	Each
FedEx – \$0-\$25	\$25.00	Per FedEx
FedEx – Over \$25	Cost	Per FedEx
Mileage	(IRS Rate)	Per Mile

2020 ct pfd hourly rates.doc



## **STANDARD TERMS AND CONDITIONS**

Unless specifically excluded in the Contract, these Terms and Conditions are incorporated by reference into the foregoing proposal or contract and shall be part of the Agreement under which Services are to be performed by Milone & MacBroom, Inc. (**MMI**) for the **Client**.

1. **Method of Payment:** Monthly, **MMI** will invoice **Client** for all Services rendered during the previous month. Invoices will be due upon receipt. Any unpaid invoices and charges will draw late payment fees at 1½% per month commencing 30 days after date of invoice. **Client** shall notify **MMI** in writing of any disputed amount within 10 days after date of invoice; otherwise, **Client** shall be deemed to have waived any objection to all invoice charges and agreed to the invoice being acceptable. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Lump Sum Fee Price and Fixed Price contracts will be invoiced on a percent-complete basis as determined by **MMI**. Unless otherwise agreed, out-of-pocket costs for mileage, special mailing, reprographics, and similar costs will be invoiced as additional direct expenses. Subconsultant fees will be invoiced at cost plus a 10 percent markup for processing. In the event that **MMI** retains a collection agency or attorneys to recover any monies owed by **Client** to **MMI**, then **MMI** shall also be entitled to recover its reasonable cost of collection and legal costs from **Client**, including, but not limited to, all fees and costs incurred by **MMI** under mediation and litigation proceedings. **MMI** may suspend or terminate any and all of the Services if payment of any invoiced amount not reasonably in dispute is not received by **MMI** within 60 days from the date of **MMI's** invoice. Such suspension of services is done without waiving any other claim against **Client** and without incurring any liability to **Client** for such suspension due to **Client's** breach of payment terms. Termination shall not relieve **Client** of its obligation to pay amounts incurred up to termination.

The **Client's** obligation to pay for the Services performed under this Agreement is in no way contingent upon **Client's** ability to obtain financing, zoning, approval of governmental or regulatory agencies, favorable judgment of lawsuit, or upon **Client's** successful completion of project. Should Services be suspended for a period of ninety (90) days, **MMI** shall be entitled to additional compensation to reinstate work. Lump sum fees, if applicable, quoted in this Contract shall remain valid for a period of twelve (12) months from the date of Contract. Thereafter, they may be adjusted in accordance with **MMI's** current rate structure. Hourly personnel rates may be adjusted on an annual basis.

2. **Level of Services:** The Level of Service will be performed for the exclusive benefit of **Client**. **MMI** will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of **MMI's** profession practicing in the same or similar locality at the time of performance. No other warranty, express or implied, is made or intended, and the same are specifically disclaimed.

**Client** shall not be entitled to assert a claim against **MMI** based on any theory of professional negligence or violation of the standard of care unless and until **Client** has obtained the written opinion from a licensed, independent, and reputable engineering and/or environmental professional, as appropriate for the Services in question, that **MMI** has violated the standard of care applicable to **MMI's** performance of those Services under this Contract. **Client** shall promptly provide such independent opinion to **MMI**, and the parties shall endeavor in good faith to resolve the claim within 30 days.

3. **Deliverables:** All hard paper copies of deliverables, including, and limited to, any and all reports, drawings, plans, and specifications prepared by **MMI** hereunder shall be delivered to **Client** upon final payment for **MMI's** Services. Deliverables may not be used or reused by **Client**, its employees, agents, or subcontractors in any extension of the project or on any other project or any other use without the prior written consent of **MMI**. **Client** agrees that all deliverables furnished to the **Client** not paid for in full will be returned to **MMI** upon demand and will not be used for design, construction, permits, or licensing. All originals of such deliverables shall remain in possession of and the property of **MMI**. Copies of any electronic media or disks of originals of any of **MMI's** deliverables, such as designs, specifications, calculations, CAD documents, etc., shall not be made available unless a specific agreement is made to the contrary as part of the Scope of Services. All the drawings, plans, specifications, and deliverables prepared by **MMI** are instruments of **MMI's** service, and **MMI** shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, including, but not limited to, the copyrights.

**MMI** shall have the right to include photographic or artistic representations of the Project among **MMI's** promotional and professional materials. **MMI** shall be given reasonable access to the Project to make such representations. **Client** shall advise **MMI** of confidential or proprietary information which should be excluded from promotional materials.

4. **Limitation of MMI's Liability to Client:** In recognition of the relative risks and benefits of the Project to both the **Client** and **MMI**, the **Client** agrees that except for circumstances caused by the willful misconduct of **MMI**, all claims for damages asserted against **MMI** by **Client**, including claims against **MMI's** directors, officers, shareholders, employees, and agents, are limited to the total fee for services rendered or \$250,000.00, whichever is less. **MMI** is solely responsible for its personnel only, and no others. **MMI** shall not be responsible for any special, incidental, indirect, or consequential damages (including loss of profits) incurred by **Client** as a result of **MMI's** performance or nonperformance of Services. **MMI** shall not be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service provider to install work in accordance with the plans, specifications, or applicable code, or for the actions or inactions of regulatory agencies. Any claim shall be deemed waived unless made by **Client** in writing and received by **MMI** within one (1) year after completion or termination of the Services.



5. **Client Indemnification:** **Client** shall indemnify and hold harmless **MMI** and its shareholders, directors, officers, employees, and agents against all losses or claims, and costs incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, or contamination of or adverse effects on the environment, arising out of or which are in any way connected with (i) the acts or omissions of **Client**, **Client's** employees, agents, and subcontractors, or (ii) **Client's** breach of Contract.
6. **Required Disclosures by Client:** **Client** shall provide **MMI** all information which is known or readily accessible to **Client** which may be reasonable and/or necessary for completion of the Services by **MMI** or protection or safety of **MMI** personnel.
7. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Contract, Force Majeure includes, but is not limited to, adverse weather conditions; floods; epidemics; war; riot; strikes; lockouts and other industrial disturbances; unknown site conditions; accidents; sabotage; fire; loss of or failure to obtain permits; unavailability of labor, materials, fuel, or services; court orders; acts of God; and acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.
8. **Termination:** This Contract may be terminated by either party upon thirty (30) days' written notice to the other party. Irrespective of which party terminates or the cause therefor, **Client** shall, within thirty (30) days of termination, compensate **MMI** for fees, charges for services, and costs incurred up to the time of termination, as well as those associated with termination activities. It is agreed, at any time after the total compensation payable to **MMI** under this Contract is met, that **MMI** shall have the right to suspend or terminate further performance or continuance of Services until **Client** and **MMI** have executed an extension to the contract or a new contract.
9. **Entire Contract:** This Contract constitutes the entire agreement, including herein-referenced proposal(s), attachments, and schedules, etc., between the parties and supersedes any and all prior written or oral agreements, negotiations, or understandings existing between the parties. This Contract may be amended only by written instrument signed by each party.
10. **Testimony:** Should **MMI** or any **MMI** employee be requested by any party or compelled by law to provide nonexpert testimony or other evidence with respect to the Services, and **MMI** is not a party to the dispute, **MMI** shall be compensated by **Client** for **MMI's** preparations, document retrieval, document reproduction, and testimony at **MMI's** current hourly rates. **MMI** shall provide expert witness testimony pertaining to any Services at premium rates of 1.5 times the then current hourly rates. **Client** agrees to reimburse **MMI** for reasonable travel, lodging, and meal expenses that are incurred in conjunction with providing either expert or nonexpert testimony or other evidence.
11. **Precedence and Survival:** This Contract shall take precedence over any inconsistent or contradictory provisions contained in any **Client**-issued purchase order, requisition, notice to proceed, or like document regarding the Services. All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between **Client** and **MMI** shall survive the completion of Services hereunder and the termination of this Contract.
12. **Governing Law:** This Contract shall be governed by, construed, and interpreted in accordance with the laws of the State of Connecticut, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.
13. **Claims, Disputes/Mediation:** For any claim, dispute, or other matter in question between parties to this Contract arising out of or relating to this Contract or breach thereof, the parties shall first attempt to resolve such issue through discussions between **MMI** and **Client**. Any claim or dispute not resolved per the above discussions shall be subject to and decided by and through the process of nonbinding mediation. Such mediation process shall be done by and through an independent court-certified mediator. All mediation proceedings, hearings, and meetings shall be held in Cheshire, Connecticut. Any unsettled claims, disputes, or other matters in question between parties not settled and agreed to by this process of mediation shall be subject to and decided by and through litigation.
14. **Equal Opportunity/Non-Discrimination Statement:** **MMI** is an Affirmative Action Equal Opportunity Employer. **MMI** and the **Client** shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by **MMI** and the **Client** that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and **MMI** and the **Client** further agree to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by **MMI** and the **Client** that such disability prevents performance of the work involved.

**Connecticut General Statutes Sec. 8-23. Preparation, amendment or adoption of plan of conservation and development.** (a)(1) At least once every ten years, the commission shall prepare or amend and shall adopt a plan of conservation and development for the municipality. Following adoption, the commission shall regularly review and maintain such plan. The commission may adopt such geographical, functional or other amendments to the plan or parts of the plan, in accordance with the provisions of this section, as it deems necessary. The commission may, at any time, prepare, amend and adopt plans for the redevelopment and improvement of districts or neighborhoods which, in its judgment, contain special problems or opportunities or show a trend toward lower land values.

(2) If a plan is not amended decennially, the chief elected official of the municipality shall submit a letter to the Secretary of the Office of Policy and Management and the Commissioners of Transportation, Energy and Environmental Protection and Economic and Community Development that explains why such plan was not amended. A copy of such letter shall be included in each application by the municipality for discretionary state funding submitted to any state agency.

(b) On and after July 1, 2016, a municipality that fails to comply with the requirements of subdivisions (1) and (2) of subsection (a) of this section shall be ineligible for discretionary state funding unless such prohibition is expressly waived by the secretary.

(c) In the preparation of such plan, the commission may appoint one or more special committees to develop and make recommendations for the plan. The membership of any special committee may include: Residents of the municipality and representatives of local boards dealing with zoning, inland wetlands, conservation, recreation, education, public works, finance, redevelopment, general government and other municipal functions. In performing its duties under this section, the commission or any special committee may accept information from any source or solicit input from any organization or individual. The commission or any special committee may hold public informational meetings or organize other activities to inform residents about the process of preparing the plan.

(d) In preparing such plan, the commission or any special committee shall consider the following: (1) The community development action plan of the municipality, if any, (2) the need for affordable housing, (3) the need for protection of existing and potential public surface and ground drinking water supplies, (4) the use of cluster development and other development patterns to the extent consistent with soil types, terrain and infrastructure capacity within the municipality, (5) the state plan of



conservation and development adopted pursuant to chapter 297, (6) the regional plan of conservation and development adopted pursuant to section 8-35a, (7) physical, social, economic and governmental conditions and trends, (8) the needs of the municipality including, but not limited to, human resources, education, health, housing, recreation, social services, public utilities, public protection, transportation and circulation and cultural and interpersonal communications, (9) the objectives of energy-efficient patterns of development, the use of solar and other renewable forms of energy and energy conservation, (10) protection and preservation of agriculture, (11) the most recent sea level change scenario updated pursuant to subsection (b) of section 25-68o, and (12) the need for technology infrastructure in the municipality.

(e) (1) Such plan of conservation and development shall (A) be a statement of policies, goals and standards for the physical and economic development of the municipality, (B) provide for a system of principal thoroughfares, parkways, bridges, streets, sidewalks, multipurpose trails and other public ways as appropriate, (C) be designed to promote, with the greatest efficiency and economy, the coordinated development of the municipality and the general welfare and prosperity of its people and identify areas where it is feasible and prudent (i) to have compact, transit accessible, pedestrian-oriented mixed use development patterns and land reuse, and (ii) to promote such development patterns and land reuse, (D) recommend the most desirable use of land within the municipality for residential, recreational, commercial, industrial, conservation, agricultural and other purposes and include a map showing such proposed land uses, (E) recommend the most desirable density of population in the several parts of the municipality, (F) note any inconsistencies with the following growth management principles: (i) Redevelopment and revitalization of commercial centers and areas of mixed land uses with existing or planned physical infrastructure; (ii) expansion of housing opportunities and design choices to accommodate a variety of household types and needs; (iii) concentration of development around transportation nodes and along major transportation corridors to support the viability of transportation options and land reuse; (iv) conservation and restoration of the natural environment, cultural and historical resources and existing farmlands; (v) protection of environmental assets critical to public health and safety; and (vi) integration of planning across all levels of government to address issues on a local, regional and state-wide basis, (G) make provision for the development of housing opportunities, including opportunities for multifamily dwellings, consistent with soil types, terrain and infrastructure capacity, for all residents of the municipality and the planning region in which the municipality is located, as designated by the Secretary of the Office of Policy and Management under section 16a-4a, (H) promote housing choice and economic diversity in housing, including housing for both low and moderate income households, and encourage the development of housing which will



meet the housing needs identified in the state's consolidated plan for housing and community development prepared pursuant to section 8-37t and in the housing component and the other components of the state plan of conservation and development prepared pursuant to chapter 297, and (I) consider allowing older adults and persons with a disability the ability to live in their homes and communities whenever possible. Such plan may: (i) Permit home sharing in single-family zones between up to four adult persons of any age with a disability or who are sixty years of age or older, whether or not related, who receive supportive services in the home; (ii) allow accessory apartments for persons with a disability or persons sixty years of age or older, or their caregivers, in all residential zones, subject to municipal zoning regulations concerning design and long-term use of the principal property after it is no longer in use by such persons; and (iii) expand the definition of "family" in single-family zones to allow for accessory apartments for persons sixty years of age or older, persons with a disability or their caregivers. In preparing such plan the commission shall consider focusing development and revitalization in areas with existing or planned physical infrastructure.

(2) For any municipality that is contiguous to Long Island Sound, such plan shall be (A) consistent with the municipal coastal program requirements of sections 22a-101 to 22a-104, inclusive, (B) made with reasonable consideration for restoration and protection of the ecosystem and habitat of Long Island Sound, and (C) designed to reduce hypoxia, pathogens, toxic contaminants and floatable debris in Long Island Sound.

(f) Such plan may show the commission's and any special committee's recommendation for (1) conservation and preservation of traprock and other ridgelines, (2) airports, parks, playgrounds and other public grounds, (3) the general location, relocation and improvement of schools and other public buildings, (4) the general location and extent of public utilities and terminals, whether publicly or privately owned, for water, light, power, transit and other purposes, (5) the extent and location of public housing projects, (6) programs for the implementation of the plan, including (A) a schedule, (B) a budget for public capital projects, (C) a program for enactment and enforcement of zoning and subdivision controls, building and housing codes and safety regulations, (D) plans for implementation of affordable housing, (E) plans for open space acquisition and greenways protection and development, and (F) plans for corridor management areas along limited access highways or rail lines, designated under section 16a-27, (7) proposed priority funding areas, and (8) any other recommendations as will, in the commission's or any special committee's judgment, be beneficial to the municipality. The plan may include any necessary and related maps, explanatory material, photographs, charts or other pertinent data and information relative to the past, present and future trends of the municipality.

(g) Any municipal plan of conservation and development scheduled for adoption on or after July 1, 2015, shall identify the general location and extent of any (1) areas served by existing sewerage systems, (2) areas where sewerage systems are planned, and (3) areas where sewers are to be avoided. In identifying such areas, the commission shall consider the provisions of this section and the priority funding area provisions of chapter 297a.

(h) (1) A plan of conservation and development or any part thereof or amendment thereto prepared by the commission or any special committee shall be reviewed, and may be amended, by the commission prior to scheduling at least one public hearing on adoption.

(2) At least sixty-five days prior to the public hearing on adoption, the commission shall submit a copy of such plan or part thereof or amendment thereto for review and comment to the legislative body or, in the case of a municipality for which the legislative body of the municipality is a town meeting or representative town meeting, to the board of selectmen. The legislative body or board of selectmen, as the case may be, may hold one or more public hearings on the plan and shall endorse or reject such entire plan or part thereof or amendment and may submit comments and recommended changes to the commission. The commission may render a decision on the plan without the report of such body or board.

(3) At least thirty-five days prior to the public hearing on adoption, the commission shall post the plan on the Internet web site of the municipality, if any.

(4) At least sixty-five days prior to the public hearing on adoption, the commission shall submit a copy of such plan or part thereof or amendment thereto to the regional council of governments for review and comment. The regional council of governments shall submit an advisory report along with its comments to the commission at or before the hearing. Such comments shall include a finding on the consistency of the plan with (A) the regional plan of conservation and development, adopted under section 8-35a, (B) the state plan of conservation and development, adopted pursuant to chapter 297, and (C) the plans of conservation and development of other municipalities in the area of operation of the regional council of governments. The commission may render a decision on the plan without the report of the regional council of governments.

(5) At least thirty-five days prior to the public hearing on adoption, the commission shall file in the office of the town clerk a copy of such plan or part thereof or amendment thereto but, in the case of a district commission, such commission shall file such information in the offices of both the district clerk and the town clerk.



(6) The commission shall cause to be published in a newspaper having a general circulation in the municipality, at least twice at intervals of not less than two days, the first not more than fifteen days, or less than ten days, and the last not less than two days prior to the date of each such hearing, notice of the time and place of any such public hearing. Such notice shall make reference to the filing of such draft plan in the office of the town clerk, or both the district clerk and the town clerk, as the case may be.

(i) (1) After completion of the public hearing, the commission may revise the plan and may adopt the plan or any part thereof or amendment thereto by a single resolution or may, by successive resolutions, adopt parts of the plan and amendments thereto.

(2) Any plan, section of a plan or recommendation in the plan that is not endorsed in the report of the legislative body or, in the case of a municipality for which the legislative body is a town meeting or representative town meeting, by the board of selectmen, of the municipality may only be adopted by the commission by a vote of not less than two-thirds of all the members of the commission.

(3) Upon adoption by the commission, any plan or part thereof or amendment thereto shall become effective at a time established by the commission, provided notice thereof shall be published in a newspaper having a general circulation in the municipality prior to such effective date.

(4) Not more than thirty days after adoption, any plan or part thereof or amendment thereto shall be posted on the Internet web site of the municipality, if any, and shall be filed in the office of the town clerk, except that, if it is a district plan or amendment, it shall be filed in the offices of both the district and town clerks.

(5) Not more than sixty days after adoption of the plan, the commission shall submit a copy of the plan to the Secretary of the Office of Policy and Management and shall include with such copy a description of any inconsistency between the plan adopted by the commission and the state plan of conservation and development and the reasons therefor.

(j) Any owner or tenant, or authorized agent of such owner or tenant, of real property or buildings thereon located in the municipality may submit a proposal to the commission requesting a change to the plan of conservation and development. Such proposal shall be submitted in writing and on a form prescribed by the commission. Notwithstanding the provisions of subsection (a) of section 8-7d, the commission shall review and may approve, modify and approve or reject the proposal in accordance with the provisions of subsection (h) of this section.

(1949 Rev., S. 856; 1959, P.A. 577, S. 6; 1969, P.A. 477, S. 1; 1971, P.A. 862, S. 5, 6; P.A. 78-314, S. 3; P.A. 80-327, S. 2; P.A. 85-279, S. 4; P.A. 88-13, S. 1, 3; P.A. 91-392, S. 2; 91-395, S. 3, 11; 91-398, S. 2, 7; P.A. 95-239, S. 3; 95-335, S. 9, 26; P.A. 99-117, S. 1, 2; P.A. 01-197, S. 1, 4; P.A. 03-19, S. 20; P.A. 05-205, S. 1; P.A. 06-17, S. 1; 06-24, S. 1; P.A. 07-239, S. 3; June Sp. Sess. P.A. 07-5, S. 4; P.A. 08-182, S. 16, 17; P.A. 09-230, S. 7; P.A. 10-138, S. 5; P.A. 11-124, S. 3; 11-188, S. 2; P.A. 13-179, S. 4; 13-247, S. 151, 277; 13-250, S. 2; P.A. 15-95, S. 1; P.A. 16-144, S. 6; P.A. 17-96, S. 40; P.A. 18-82, S. 1.)

History: 1959 act added provisions re districts; 1969 act substituted "shall" for "may" thereby requiring that recommendation for most desirable land uses and population density be included in development plan, but did leave optional the inclusion of other recommendations re streets, bridges etc. and further clarified contents of plan re economic development, schedules, budgets, various codes and regulations and community needed and deleted requirement that report be filed annually; 1971 act changed public hearing notice requirements from publication at least seven days before hearing to publication "twice at intervals of not less than two days, the first not more than fifteen days nor less than ten days, and the last not less than two days" before hearing; P.A. 78-314 allowed consideration of energy-efficient development, renewable forms of energy and energy conservation in development plan; P.A. 80-327 allowed consideration of water supplies and their protection in development plan; P.A. 85-279 made consideration of surface and ground drinking water supplies in preparation of the plan mandatory rather than discretionary; P.A. 88-13 allowed consideration of affordable housing and open space acquisition in the plan of development and required that the plan of development be reviewed and updated at least once every 10 years; P.A. 91-392 added provisions re development of housing opportunities and promotion of housing choice and economic diversity in housing; P.A. 91-395 designated existing provisions as Subsec. (a) and amended them to require that municipal plans take into account the state plan and that plans adopted under this section be reviewed for consistency with the state plan of development and added Subsec. (b) requiring municipalities to consider use of cluster development; P.A. 91-398 added provision re plans in municipalities contiguous to Long Island Sound; P.A. 95-239 amended Subsec. (a) to provide that the plan may make regulations re traprock ridgelines; P.A. 95-335 amended Subsec. (a) to change the name of the plan of development to the plan of conservation and development and authorized the plan to include provisions re greenways protection and development, effective July 1, 1995; P.A. 99-117 divided existing Subsec. (a) into (a) and (b), redesignating existing Subsec. (b) as (c), and amended Subsec. (b) by adding provision regarding explanation of failure to conduct review of the plan, effective January 1, 2000; P.A. 01-197 deleted former provisions and inserted new Subsecs. (a)



to (h) which reorganized former provisions and authorized planning commissions to appoint special committees and to submit the plan to the legislative body of the town, broadened the scope of the plan to include cluster development, traprock and other ridgelines and neighborhood and district plans and made technical changes to form and content, effective July 1, 2001, and applicable to municipal plans of conservation and development adopted after that date; P.A. 03-19 made a technical change in Subsecs. (f) and (g), effective May 12, 2003; P.A. 05-205 amended Subsec. (c) to add Subdiv. (10) re protection and preservation of agriculture, amended Subsec. (d)(1) to redesignate subparagraphs and require the commission to consider focusing development and revitalization in areas with infrastructure, adding new Subpara. (B) re system of principal thoroughfares, revising new Subpara. (C) to add provisions re identification and promotion of areas of mixed use development patterns and land reuse, and revising new Subpara. (F) re growth management principles, amended Subsec. (e) to eliminate provisions re principal thoroughfares consistent with changes in Subsec. (d), revising Subdiv. (3) to add recommendations for schools and adding new Subdiv. (6)(F) re corridor management areas and new Subdiv. (7) re priority funding areas, amended Subsec. (f) to require posting of plan on Internet web site of the municipality, change the number of days the regional planning agency has for review from 65 to 35, require the regional planning agency to make specific findings and add provisions re revision of the plan and submission to the legislative body, amended Subsec. (g) to add provisions re Internet posting and notice to the Office of Policy and Management, replaced former Subsec. (h) re hearings and endorsement with new Subsec. (h) authorizing an owner or tenant to request changes to the plan and made technical changes throughout the section, effective July 1, 2005 (Revisor's note: In Subsec. (d)(1)(C)(ii), the words "land and reuse" were changed editorially by the Revisors to "and land reuse" for consistency); P.A. 06-17 amended Subsec. (f) by revising provisions re submission to the legislative body or board of selectmen and organizing subsection into subdivisions, amended Subsec. (g) by adding requirement that a plan of conservation and development not endorsed by the legislative body or board of selectmen be approved by a two-thirds majority of the commission, making conforming changes and organizing subsection into subdivisions and amended Subsec. (h) by making conforming changes, effective October 1, 2006, and applicable to plans of conservation and development adopted after that date; P.A. 06-24 amended Subsec. (g) by replacing requirement that the commission notify the Secretary of the Office of Policy and Management of inconsistencies of the municipal plan with the state plan with requirement that the commission submit to the secretary a copy of the plan and a description of any such inconsistencies not more than 60 days after adoption of the plan; P.A. 07-239 divided existing Subsec. (a) into Subsecs. (a) and (b), added provisions re discretionary funding therein, deleted provision re application for funding for conservation or development submitted to secretary or



commissioners in said Subsec. (b) and redesignated existing Subsecs. (b) to (h) as Subsecs. (c) to (i), effective July 1, 2010; June Sp. Sess. P.A. 07-5 amended Subsec. (a)(2) to insert "state" re discretionary funding, effective July 1, 2010; P.A. 08-182 amended Subsecs. (c)(6) and (f)(4)(A) to change "regional plan of development" to "regional plan of conservation and development" and, effective July 1, 2010, amended Subsecs. (d)(6) and (g)(4)(A) to change "regional plan of development" to "regional plan of conservation and development"; P.A. 09-230 amended Subsec. (b) to delete provision re plan amendment and provide that municipality shall be ineligible for discretionary state funding for failure to comply with Subsec. (a) following adoption of state plan, effective July 1, 2010; P.A. 10-138 added Subsec. (a)(3) providing that no commission shall be obligated to prepare a plan from July 1, 2010, to June 30, 2013, and amended Subsec. (b) to make technical changes and provide that municipalities that do not prepare a plan pursuant to Subsec. (a)(3) shall continue to be eligible for discretionary state funding unless such municipalities fail to comply with Subsec. (a)(1) and (2) on or after July 1, 2014, effective July 1, 2010; P.A. 11-124 amended Subsec. (e)(1)(H) by replacing "housing plan" with "state's consolidated plan for housing and community development"; P.A. 11-188 amended Subsec. (e)(1)(D) by adding "agricultural" re use of land; P.A. 13-179 amended Subsec. (d) to add Subdiv. (11) re consideration of sea level change scenarios published by the National Oceanic and Atmospheric Administration in Technical Report OAR-CPO-1; P.A. 13-247 amended Subsec. (a)(3) by changing "2013" to "2014" and amended Subsec. (b) by changing "2014" to "2015", effective June 19, 2013, and amended Subsec. (g)(4) by substituting "council of governments" for "planning agency", effective January 1, 2015; P.A. 13-250 amended Subsec. (e)(1) by adding Subpara. (I) re zoning considerations for allowing older adults and persons with a disability to live in their homes and communities whenever possible and by defining "disability", effective July 1, 2013; P.A. 15-95 deleted former Subsec. (a)(3) re plan moratorium, amended Subsec. (b) by deleting former provisions re plan and amendment deadlines and municipal eligibility for state funding and by adding "July 1, 2016", added new Subsec. (g) re identification of sewerage systems, redesignated existing Subsecs. (g) to (i) as Subsecs. (h) to (j) and made technical and conforming changes, effective June 22, 2015; P.A. 16-144 amended Subsec. (d) to add Subdiv. (12) re need for technology infrastructure in municipality; P.A. 17-96 amended Subsec. (e)(1) to delete provision re definition of "disability", effective July 1, 2017; P.A. 18-82 amended Subsec. (d)(11) by replacing reference to sea level change scenarios published by the National Oceanic and Atmospheric Administration with reference to sea level change scenario updated pursuant to Sec. 25-68o(b), effective June 6, 2018.

Black Point Beach Club Association  
Financial Report-Budget Vs Actual-2020-21  
Actual to 10/22/2020

FY2020/21  
mil rate 1.42  
Grand List \$142,219,450

	July 1 2020- June 30 2021 BUDGET	Actual to 10/22/2020	Variance from budget	Estimated Year End 6/30	Act % @10/22/20	Budget Y/E Est from budget
<b>INCOME</b>						
<b>Fees and Donations</b>						
Zoning Applications	\$10,000	\$2,850	-\$7,150	\$10,000	29%	0
Rec Program	\$27,000	\$0	-\$27,000	\$0	0%	-27000
<b>Total Fees and Donations</b>	<b>\$37,000</b>	<b>\$2,850</b>	<b>-\$34,150</b>	<b>\$10,000</b>	<b>8%</b>	<b>-\$27,000</b>
<b>Grand List Taxes</b>						
Current Year Taxes	\$201,601	\$197,640	-\$3,961	\$201,601	98%	0
Liens & Interest	\$1,000	\$478	-\$522	\$1,000	48%	0
Prior Year Taxes	\$1,200	\$657	-\$543	\$1,200	55%	0
<b>Total Grand List Taxes</b>	<b>\$203,801</b>	<b>\$198,776</b>	<b>-\$5,025</b>	<b>\$203,801</b>	<b>98%</b>	<b>\$0</b>
<b>Other Income</b>						
Club Use Fee	\$1,200	\$0	-\$1,200	\$0	0%	-1200
Fund Surplus	\$25,000	\$0	-\$25,000	\$25,000	0%	0
Investment	\$1,400	\$218	-\$1,182	\$1,400	16%	0
Miscellaneous	\$100	\$27	-\$73	\$100	27%	0
ZBA Permits	\$1,600	\$0	-\$1,600	\$1,600	0%	0
<b>Total Other Income</b>	<b>\$29,300</b>	<b>\$245</b>	<b>-\$29,055</b>	<b>\$28,100</b>	<b>1%</b>	<b>-\$1,200</b>
<b>TOTAL INCOME</b>	<b>\$270,101</b>	<b>\$201,870</b>	<b>-\$68,231</b>	<b>\$241,901</b>	<b>75%</b>	<b>-\$28,200</b>
<b>EXPENSES</b>						
<b>Contractual Services</b>						
Audit Fee	\$3,500	\$0	-\$3,500	\$3,500	0%	0
Grass Cutting	\$3,400	\$0	-\$3,400	\$3,400	0%	0
Computer Services	345	\$494	\$149	\$494		149
Insurance	\$20,000	\$16,130	-\$3,870	\$20,000	81%	0
Legal Fees	\$8,000	\$1,710	-\$6,290	\$8,000	21%	0
Payroll Services	\$1,750	\$1,093	-\$657	\$1,750	62%	0
Security Patrol	\$5,000	\$0	-\$5,000	\$5,000	0%	0
Recreation Program	\$7,000	\$0	-\$7,000	\$0	0%	-7000
<b>Total Contractual Services</b>	<b>\$48,995</b>	<b>\$19,427</b>	<b>-\$29,568</b>	<b>\$42,144</b>	<b>40%</b>	<b>-\$6,851</b>
<b>Operations</b>						
Clubhouse	\$3,500	\$553	-\$2,947	\$3,500	16%	0
Grounds Maintenance	\$4,000	\$1,891	-\$2,109	\$4,000	47%	0
Liens	\$100	\$50	-\$50	\$100	50%	0
Playground	\$4,000	\$0	-\$4,000	\$4,000	0%	0
Supplies	\$2,000	\$0	-\$2,000	\$2,000	0%	0
Tennis Courts	\$5,500	\$2,127	-\$3,373	\$5,500	39%	0
Utilities	\$6,600	\$1,467	-\$5,133	\$6,600	22%	0
Waterfront Maintenance	\$36,000	\$16,891	-\$19,109	\$36,000	47%	0
<b>Total Operations</b>	<b>\$61,700</b>	<b>\$22,979</b>	<b>-\$38,721</b>	<b>\$61,700</b>	<b>37%</b>	<b>\$0</b>
<b>Other Expenses</b>						
Black Pointer	\$3,706	\$3,454	-\$252	\$3,454	93%	-252
Capital Expenditures - Current	\$15,000	\$3,117	-\$11,883	\$15,000	21%	0
Contingency Fund	\$25,000	\$0	-\$25,000	\$25,000	0%	0
Reserve Fund- LT Capital Imp.	\$8,500	\$0	-\$8,500	\$8,500	0%	0
Donations	\$150	\$150	\$0	\$150	100%	0
East Lyme Taxes	\$5,500	\$5,350	-\$150	\$5,350	97%	-150
Social Events	\$3,000	\$0	-\$3,000	\$3,000	0%	0
Miscellaneous	\$4,500	\$26	-\$4,474	\$4,500	1%	0
Website	\$800	\$0	-\$800	\$800	0%	0

aac

10/20/2020

C:\Users\Alfredo\Documents\Black Point Beach Club Assoc\October, 2020\Financial Report\_Budget VS Actual as of 10-22-2020.xls



ZB/ZBA	\$3,300	\$122	-\$3,178	\$3,300	4%	0
<b>Total Other Expenses</b>	<b>\$69,456</b>	<b>\$12,219</b>	<b>-\$57,237</b>	<b>\$0</b>	<b>\$69,054</b>	<b>\$3 -\$402</b>
<b>Personnel Services</b>						
Beach Patrol	\$8,500	\$9,284	\$784	\$9,284	109%	784
Medicare	\$950	\$401	-\$549	\$950	42%	0
Recreation Personnel	\$20,000	\$0	-\$20,000	\$0	0%	-20000
Unemployment Comp.	\$1,000	\$0	-\$1,000	\$1,000	0%	0
Association Manager	\$22,000	\$7,333	-\$14,667	\$22,000	33%	0
Secretary	\$7,500	\$2,500	-\$5,000	\$7,500	33%	0
Treasurer	\$7,500	\$2,500	-\$5,000	\$7,500	33%	0
Tax Collector	\$8,500	\$0	-\$8,500	\$8,500	0%	0
Zoning Officer	\$14,000	\$4,667	-\$9,333	\$14,000	33%	0
<b>Total Personnel Services</b>	<b>\$89,950</b>	<b>\$26,685</b>	<b>-\$63,265</b>	<b>\$70,734</b>	<b>30%</b>	<b>-\$19,216</b>
<b>TOTAL EXPENSES</b>	<b>\$270,101</b>	<b>\$81,310</b>	<b>-\$188,791</b>	<b>\$243,632</b>	<b>30%</b>	<b>-\$26,469</b>
<b>NET INCOME</b>	<b>\$0</b>	<b>\$120,560</b>	<b>\$120,560</b>	<b>-\$1,731</b>		<b>-\$1,731</b>

Bank Balances- as of statements dated :	9/30/2020
Checking and	
Sweep:	208,061
Long Term Savings:	104,156
Total	<u>312,217</u>

<b>Note 1</b>	
Capital Expenditures-FY20/21	\$
80" x 10 FT-Seaview dock replmt	2490
Bench	627
	<u>3117</u>



BLACK POINT BEACH CLUB ASSOCIATION  
TAX COLLECTOR REPORT  
10/19/2020

	OPENING BALANCE TO BE COLLECTED	COLLECTED TO DATE	OUTSTANDING BALANCE DUE	NUMBER OF OUTSTANDING ACCOUNTS
REAL ESTATE TAXES	GL 2019 (DUE 7/1/2020) \$201,472.21	\$197,883.67	\$3,588.54	Represents 16 outstanding accounts of which 3 are partially paid of the total 581 properties
REAL ESTATE TAXES *	GL 2018 (DUE 7/1/19) \$208,877.51	\$208,163.29	\$714.22	Represents 2 outstanding accounts of which 1 is partially paid of the total 581 properties
SPECIAL ASSESSMENT *	GL 2018 (DUE 7/1/19) \$606,873.84	\$603,857.83	\$3,016.01	Represents 4 outstanding accounts of which 1 is partially paid of the total 581 properties

10/26/2020

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# October 2020 Association Manager's Report

## I. Routine tasks:

- I meet and speak regularly with Mike Nebelung regarding waterfront maintenance. Mike is very responsive to our needs and there are numerous examples of his assistance at no charge.
- I periodically pick up plastics, empties, butts, discarded paper, ▲, to keep our beaches clean through. This includes walking out on the piers because I have found left-behind fishing hooks, broken glass, and even razor blades.
- Drive to town to pickup mail every few days and give to Cheryl.
- Put out garbage barrels on Sunday nights and return them on Monday mornings every week.
- Write up monthly reports.
- Open the Clay Courts at 8am and lock them at 7pm every day till October 15th. Stacked up benches in the corner and put away brooms to Clubhouse.
- Set up tables/chairs for meetings.
- The two Kayak Racks from Sea View were removed October 10th and stored at Whitecap Parking Lot for Winter. The others will remain in place.



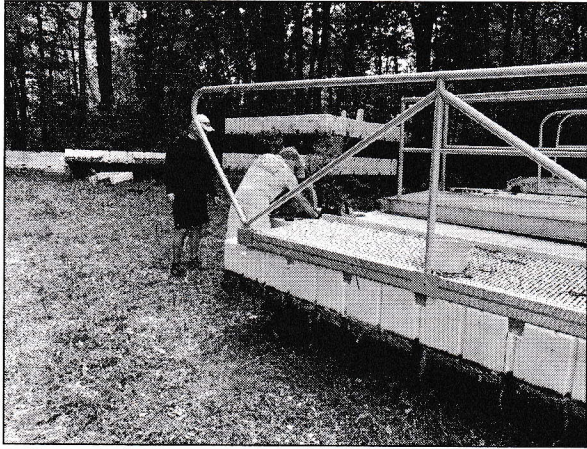
## II. Non routine issues: (bulleted).

- Coordinated the Zoom BP Freedom of Information Commission Public Outreach Workshop.
- Met/Participated as a member of Long Term Capital Improvement Committee.
- Took delivery of new boat dock section at Clubhouse.
- Worked with Women's Club to secure payment for purchase/install of Bench at Clubhouse.

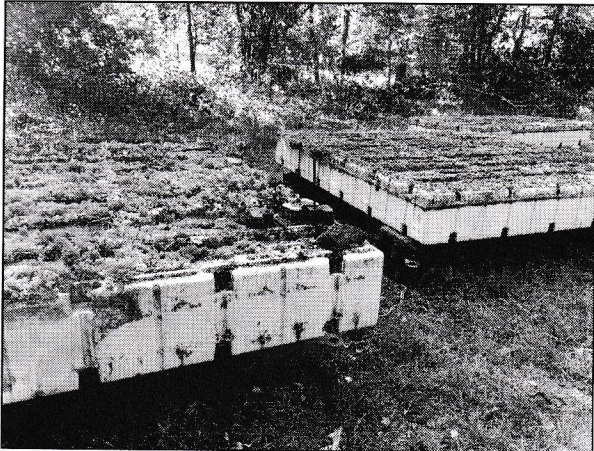




-Met with Will, Mike, Skip and assessed and repair rafts, gangways, checked damage and our needs For next season and beyond.

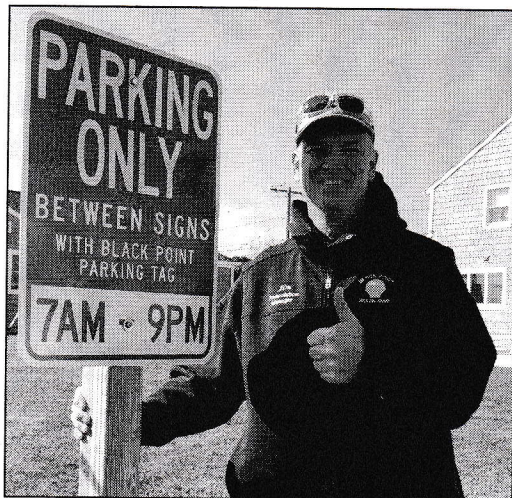


-Met with Scott, Harbour Painting, (860)444-0705, and met with Glenn from GK PowerWashing and Also met with Doug's PowerWashing re: Powerwashing rafts, buoys plus one at Clubhouse. Low bid is \$650 by Doug's PowerWashing. **Also Note: Please recognize the Mike Coffey family that live adjacent to the Top-of-Billow for allowing us to use their water for this project.**



-Coordinated the closure of the Clay tennis courts on October 15th. Put away all equipment including brooms, sweepers, barrels, lines, and nets and stored in garage. Hard courts will remain open as long as possible.

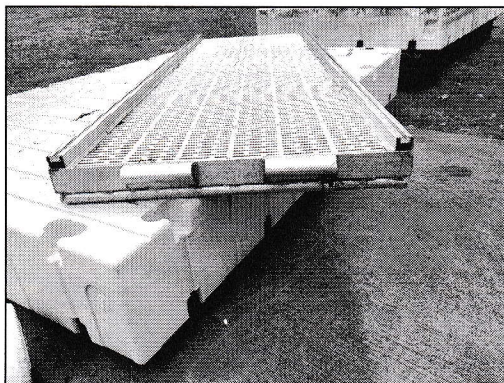
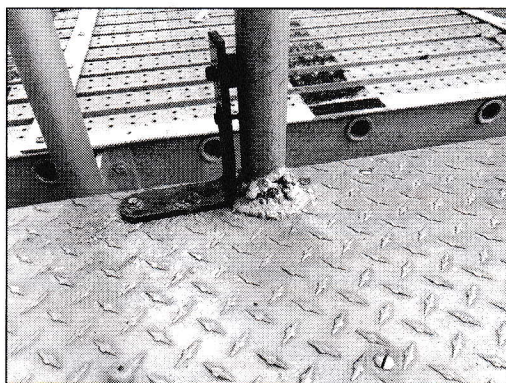
-Installed new sign at Waterside Avenue



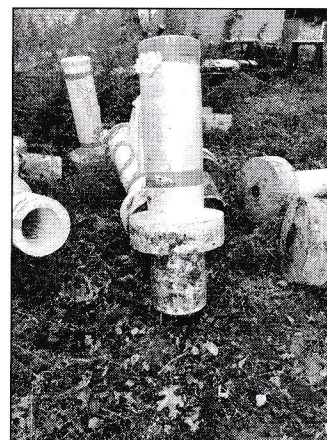
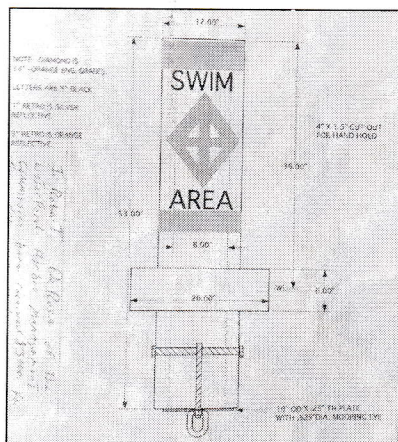


### III. Resolution of non routine issues

#### Action Items



-Met with Dennis from Hillery Company, (860)445-9791, custom metal fabricators and received a low bid for repair work to the gangways. Gangway 1 - Remove temporary brace, cut aluminum pipe and grind existing weld flush. Slip new pipe over existing pipe and Weld to pipe and deck. Gangway 2 - Cut cracked portion of pipe on bottom and two pieces pipe off end and grind Flush. \$858.63



-Last year, we put on new decals @ \$60 each for the nine SWIM AREA buoys and it failed. This year, I propose to commission 4 hours for each buoy, to clean it, prime it, stencil, and hand-paint to standard height width and color. The result should definitely last a few years. Estimated at \$100 per buoy (9 buoys). I have commissioned a Black Pointer to do one buoy to see how it comes out at \$100. If this works out as anticipated and is accepted, I would like to propose the completion of the remaining eight buoys - to be completed prior to opening season.

**Jim Moffett, Association Manager**      **October 18, 2020**



**From:** cherylcologelo@gmail.com,  
**To:** rldfam1@aol.com,  
**Cc:** mrwill34@gmail.com, bpbcmanger@gmail.com, bog@blackpointbeachclub.com,  
**Subject:** Re: Boat Launch-Dighy Beach Task Force  
**Date:** Thu, Sep 24, 2020 4:16 pm

Task force reports are to be discussed when reports are complete and recommendations made. They will be presented in a timely way across the season so as not to overwhelm any one meeting. The small craft report is not complete, nor is it a priority for the Sept, meeting. The topic is too important to rush through. Specific issues related to beaches that require immediate attention can and should be brought up at any meeting by any member of the board, most often assoc. manager or grounds representative (Will)..

The board agreed that we need to make meetings shorter and more efficient. This is one of the responsibilities of the chair when making the agenda.

On Thu, Sep 24, 2020 at 11:54 AM <rldfam1@aol.com> wrote:

It is noted again that the Boat Launch-Dighy Task Force was omitted from the agenda once again. It appears that there is no interest, so the Task force will end with one final effort for the BOG to consider the following:

- Sides of Right of Way to be used for rigging and derigging boats/water crafts. Survey (perhaps an A2 Survey) needed to establish boundaries
- Boat Launch from Right of Way to Beach needs to be repaired - Temporary fix is sand put a hard scape solution is prefferable to avoid injuries and damage to small crafts
- Boat Dock repairs needed - Partially in the works from last meeting
- Beach walkway from Sea Breeze beach needs repair. At a minimum a sign should be placed as a warning. Question: Is it the Home Owners or BP property?
- Legal terminology needs to be considered by the BOG for any signage for use of dighy beach by residents. Mean high tide ramifications need to be considered.
- Sizes of crafts and limitation of storage needs to be addressed

A task force's purpose is to do research and prework of issues deemed important by the BOG. The BOG formed this Task Force because information was needed. However, accesss to meetings by being added to the agenda failed after several attempts. As stated in the informational meeting, the Board makes the agenda, so the implication is that there is not a priority.

Thanks,  
Rick

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

**From:** rldfam1@aol.com  
**To:** cherylcologelo@gmail.com <cherylcologelo@gmail.com>; mrwill34@gmail.com <mrwill34@gmail.com>; bpbcmanger@gmail.com <bpbcmanger@gmail.com>; bog@blackpointbeachclub.com <bog@blackpointbeachclub.com>  
**Sent:** Fri, Aug 21, 2020 3:26 pm  
**Subject:** Boat Launch-Dighy Beach Task Force

Task force members: Rick Diachenko, Will Fountain, Jim Moffet & Cheryl Colangelo.

Look forward to updating the BOG

First Meeting was 30Jun20. Sharon Bruce joined us. The minutes were not published at that time and I made the mistake that Sharon was on the Task Force and not Cheryl. The mistake was corrected.

30Jul20 2:30 PM

**Subject:** Boat Launch, Right of Way, Dinghy Beach

**Task:** Review situation at Sea View Boat Launch and Dinghy Beach Area Rick Diachenko, Will Fountain, Sharon Bruce

**Observations and Concerns:**

### Ownership of Right of Way

- East Lyme stated they don't own but do not have a record that BP does (per e-mail to Will Fountain from East Lyme)

- Bikes left in the grass on ROW

### Property Lines

- Properties to the North and South have hedges that appear over property lines - Sea walls might be over also based on PVC marker found in hedges

### Sidewalk along sea wall to north of ROW

- BP maintains it now but did BP build it? Should we?

- It acts as a direct path way from Sea Breeze beach to Dinghy beach. - Walkway needs repair and so does rail...BP responsibility or not?

### Mean High Tide Mark

- Map from DEEP shows two stones that mark the line. However sea weed from last tides seem to show a different story.

### Boat ramp to dinghy beach

- Very steep drop on this 15 foot access point. It needs major leveling work!

- Some crafts parked on beach are blocking access and need to be moved. Starting point for dinghy storage needs to be marked.

- According to residents in the area, crafts are stored there and hardly ever used. Area is full.

### Signage

- No sign against sun bathing

- Sign says no dockage/swimming - Not clear - Does it mean no swimming from dock?

- Drivers ignore STOP sign on East Shore. A warning sign of boaters backing-up may be helpful.

### Resident Interviews

- Residents stated to keep things the same - Boaters have right of way and beach goers and swimmers should yield and help

- Beach should be open to all with above restrictions

### Boat Rigging Areas

- Areas on both sides of ROW should be reclaimed as staging areas for boat rigging and tear down

### Recommendation for 1st step:

- Locate older maps, title search, survey

- From this determine is walkway will be maintained, Cost to repair ramp to Dinghy Beach and plans to reclaim boat staging area

### 2nd steps

- Access rules review and signage

Cheryl volunteered to contact others to find out the rules on other boat docks. Information to follow after her family visit.

Meeting Fri 21Aug20: Rick Diachenko, Will Fountain, Jim Moffet - (Cheryl Colaangelo - not available)

### Observations:



- Property line issues on right of way
- Boat Ramp to beach has a large drop off. The original ramp was found to be about 2 feet lower than the right of way road
- Boats parked at edge of the beach ramp area block access for boaters trying to launch from beach using sand dollies
- DEEP map, approx 2017 by DEEP when boat dock was redone, shows the mean high tide mark. Two boulders shown on this map provide a line where BP jurisdiction is debated.
- Space is needed for rigging and de-rigging boats without blocking the boat launch.
- Bikes laying near boat dock a hazard for trailers using the ramp
- Walkway between Sea Breeze beach and boat launch damaged. Question as to who owns?
- BP members living near the boat launch have comments for use of this beach other than boating. Boaters seemed more concerned over access where beach goers claim to help and want things the same for swimming and sunbathing. Past the high tide mark, our jurisdiction authority is diminished. Can medium ground be achieved?
- Rock near boat launch caused damage to a boat
- Signage may change with input from this Task Force
- Last storm damaged 80" x 10' floating boat dock
- What exactly are limitations of size of boats allowed on this beach. One member has had a Catamaran on the beach for years and had to remove it this year. It was larger than his old one.
- Question on height of the kayak racks

#### Recommendations:

- A-2 survey to establish boundaries
  - Determine the legal width of the right of way
  - Determine who owns the sea walls if survey shows walls on BP property and not that of home owners
  - After survey, quote will be needed to clear areas parallel to right of way for rigging and de-rigging of boats
  - Sea wall walkway damage north of boat launch. Not our sea wall but need to determine if it is our walkway. At the very least, suggest a disclaimer sign be posted that the walkway is closed due to damage from erosion
- Sand needs to be moved to eliminate the large drop from the road on beach launch for safety of boaters and their craft. If a more permanent solution is preferred, a professional engineer may be required to re-build boat ramp to the beach. Old ramp is approximately 2 feet under the sand level. Re-build is more expensive but is a longer term solution. There is a concern, by some, of losing part of the beach by moving sand with washout caused by storms - that's why they prefer professional advise
- Boat parking on sand - Starting point signage needs to be marked to avoid blocking ramp for beach launches
- Lowering beach sand for ramp may also resolve kayak rack height issue
- Bike rack suggested at the NW corner of the right of way, away from the launch to avoid trailer accidents - \$250
- Replace 80" x 10' boat dock due to hole in top - \$2,500
- Rock near boat launch - Doubt DEEP will allow movement. Could add sign, "Sumerged Rock - Use Caution " or use a buoy to mark
- Neighbors comments need to be heard to determine whether we change the rules.
- Suggest we set a size limit for boats on the beach - I suggest we use 18 ft (Mr Sanders Boat which was removed) as a starting point of discussion.

Submitted by:  
Rick Diachenko

**From:** tradewinds3@sbcglobal.net,  
**To:** bog@blackpointbeachclub.com,  
**Subject:** PARKING TASK FORCE  
**Date:** Mon, Sep 28, 2020 5:46 pm

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## **PARKING TASK FORCE**

### **Lost Tags**

There were about 17 out of approx. 600 hanging tags lost last year. We have the tags to control access to a limited resource. Cars with BP stickers just as obviously belong here as carts that can't leave BP. Why give cart owners (who are 20% of the population) special treatment?

Is this a big enough problem for a major change in policy?

### **Increased Parking**

We should provide greater access to beach and water. However, the ROWs also add openness and visual access to our beautiful setting. So, we should search for a balance. Carts take up less space, therefore some areas work for carts only, however, car owners represent 80% of our population should also be considered.

Consider the following:

Do not allow parking on ROWs without water access – Billow, Bellaire, Sea Crest, Sailaire Brightwater, Blue Heron

In new spaces, allow cars where there is room, perhaps: Cahill, White Cap and Osprey.,

If parking is allowed in random locations on the ROWs, they will be a mess and take away from the aesthetics of our association.

Phil

**From:** sharonbruce926@gmail.com,

**To:** bog@blackpointbeachclub.com,

**Subject:** Proposed Golf Cart Parking Sketches

**Date:** Wed, Oct 21, 2020 4:01 pm

**Attachments:** proposed golf cart parking sketches .pdf (722K)

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Attached please find the sketches that Will did for the proposed golf cart parking. Thank you Will!





PIER

14

BENCH  
CEMENT PAD

CEMENT  
GRASS

● - 9 Post  
EQUALLY SPACED  
SPRING 2021

8- 10" SPACES

3 - misc. Bikes  
Paddle Boards  
BEACH CHAIRS

5 - GOLF CART  
PARKING SPACES

21'  
RACK  
RACK

80'

15'

● T.R.

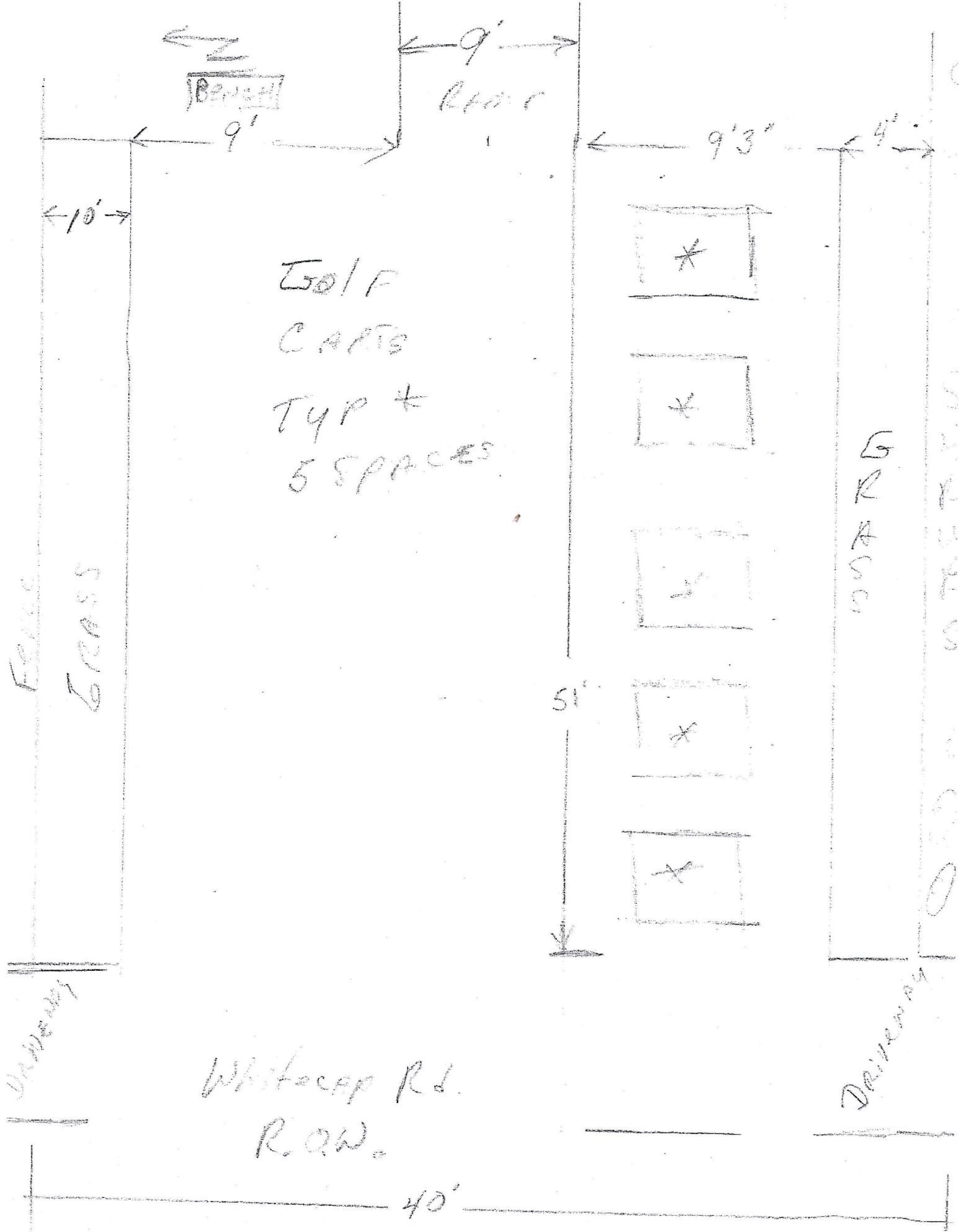
DRIVEWAY

OSPREY

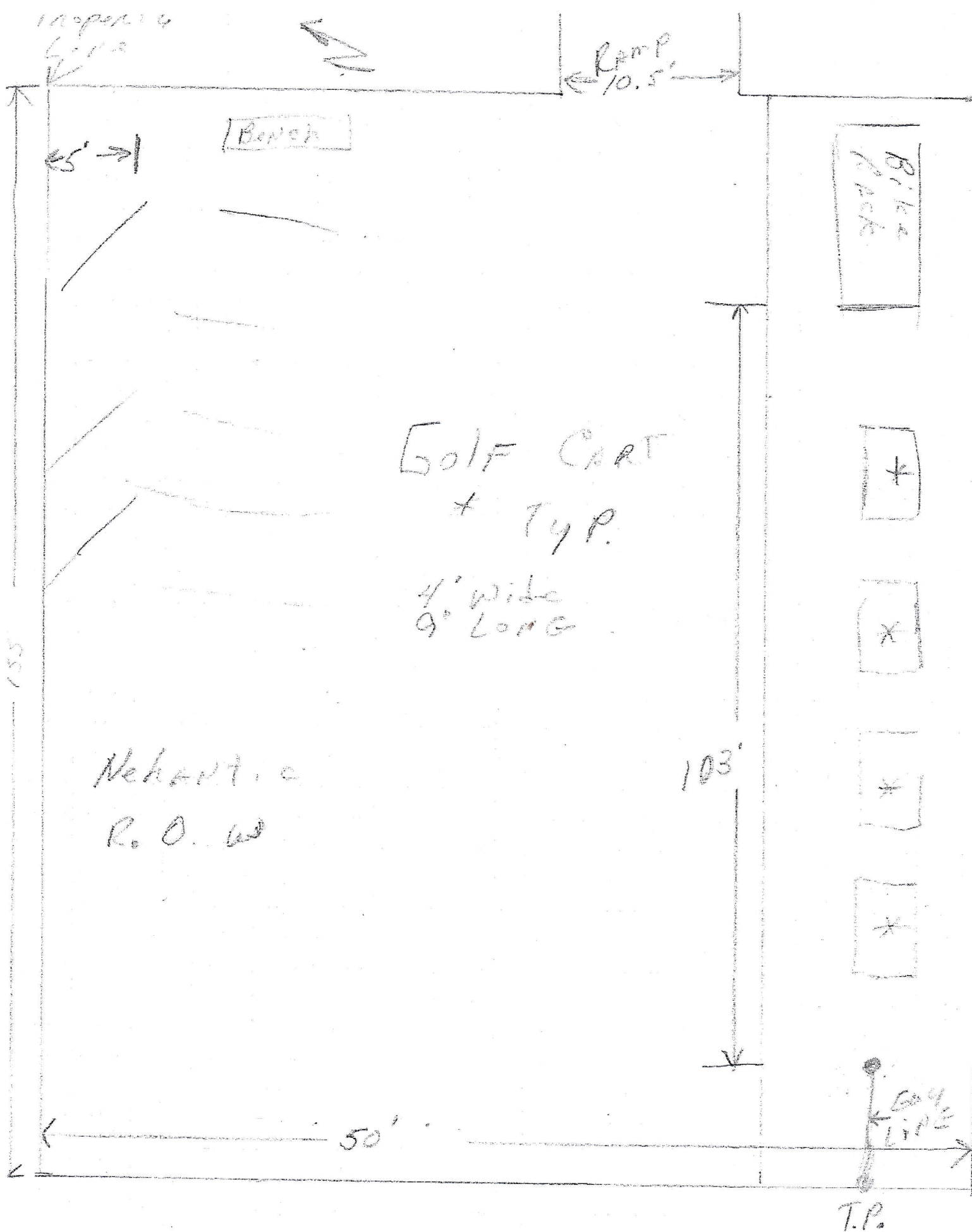
WATERSIDE

R.O.W.

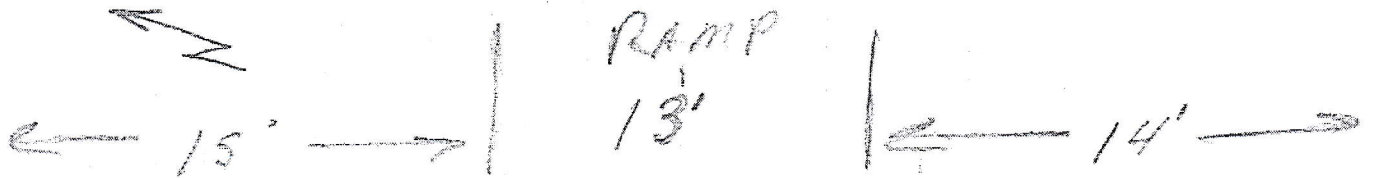
40'



NOT TO SCALE







Parking  
on  
Grass

This  
part  
Season

KAYAK  
Rack

KAYAK  
RACKS

Parking  
on  
Grass  
48'

DRIVE  
WAY

SEA SPRAY  
ROW

DRIVE  
WAY  
48'

38'