Re: New BOG Inquiry

From: Dominick Reis <dominickreis3@gmail.com>
To: BOG
Date: Oct 5, 2026, 4:08 PM

Dear Ms. Bruce:

Thank you for your latest inquiry about expanding the boundaries of Black Point Beach Club Association. You indicated that you support allowing the 13 identified properties use of our beaches and amenities but favor a less permanent arrangement. Given that support, we are unclear why a temporary approach would be preferable.

You are correct that expanding the boundaries to include these 13 properties would broaden the tax base and increase revenue. However, the Board also considered several non-economic factors:

- The Association's boundaries were established in 1931, when the properties at issue were still actively farmed. James J. Smith and his Lake and Shore Company were unable to acquire those parcels for inclusion in his development. Had he been able to do so, the properties likely would have been within the original boundaries. This raises a fair question: why should today's owners of *contiguous properties accessed by roads within the Association's existing boundaries* be disadvantaged by decisions made nearly a century ago? As you noted, "They are our neighbors and friends, and I understand why they would like access to Black Point's beaches and recreational amenities."
- The Charter boundaries must be updated in any event because the Association property on Old Black Point Road, which provides access to the approved estuary kayak dock, is not currently included;
- Including these properties within the updated boundaries would subject their owners to Association Zoning Regulations, giving the Board some influence over future development. They are currently governed only by East Lyme Zoning Regulations, which provide the Association with no regulatory authority over their ongoing use and development.

Regarding your proposed, less permanent "recreational-access permit," as a special taxing district in the state of Connecticut, the Association cannot charge nonmembers a membership-style fee. It may charge a user fee only when a non-member uses a specific district service. That fee must be tied to the service used and reasonably limited to the cost of providing or managing it; it cannot be arbitrary or punitive. These requirements make such a fee difficult to calculate and do not address compliance.

As noted in our previous response, the decision to expand our borders to admit any of the 13 properties whose owners choose to opt in ultimately rests with the membership and will be decided

at our annual meeting next May. Until then, we encourage you to attend BOG and Charter Revision Commission meetings to stay informed and continue sharing your views. We also want to remind you that neither the Board contact form on our website nor social media posts are substitutes for participation in regularly scheduled meetings. While we value member engagement, lengthy individual email exchanges or posts on social media platforms about matters already addressed at meetings can create confusion and divert attention from the Board's responsibility to serve all members.

Thank you for your continued engagement and understanding.

Regards,

Bill Bayne
Chair, BPBCA

Dominick Reis
Vice Chair, BPBCA

From: 'Sharon Bruce' <formreply@blackpointbeachclub.com>
Sent: Sunday, October 4, 2026 4:04 PM
To: BOG
Subject: New BOG Inquiry

Your Name

Sharon Bruce

Your Email Address

sharonbruce926@gmail.com

Your Black Point Address

53 Sea Spray Avenue

Your Phone

(860) 682-3482

Your Comments/Questions

Dear Members of the Board,

As the discussion regarding expanding Black Point's boundaries continues, I would respectfully ask the Board to consider whether there may be another way to accommodate our neighboring properties without permanently changing Black Point's borders.

My concerns about expansion have never been about the 13 neighboring property owners. They are our neighbors and friends, and I understand why they would like access to Black Point's beaches and recreational amenities. My concern is with permanently changing the legal boundaries of Black Point when there may be a less permanent solution.

Could BPBCA legally offer these neighboring households an annual recreational-access permit for a reasonable fee? Connecticut municipalities use seasonal or daily passes to provide nonresidents with beach access, and other beach communities use badges, tags or similar systems to identify authorized users.

This alternative also seems responsive to concerns that have already been raised. At the September public hearing, Co-Chair Anita Schepker stated, "We believe that these properties are likely still using our amenities without any tax payments. Changing boundaries to include these properties would allow us to capture that revenue." At the May Annual Meeting, when concerns were raised about nonmembers using Black Point facilities, Ms. Chapin noted the lack of a mechanism to restrict access, and the Board acknowledged that enforcement is difficult under current policies.

But boundary expansion does not necessarily solve that problem. If some of the 13 properties decline the invitation to join, they will remain outside Black Point and, absent a separate access-control system, presumably could continue using the beaches just as they may today. This suggests that recreational access and boundary expansion are really two separate issues.

If the concern is people using our amenities without contributing, perhaps we should first explore ways to manage recreational access. Black Point itself used passes/tags during COVID, and other beach communities use badges or passes to identify authorized users. I am not suggesting that we police our beaches or become less welcoming. Rather, if access and financial contribution are reasons for expansion, we should determine whether there is a less permanent way to address those concerns.

I have reviewed the Board minutes and other materials regarding boundary expansion, and I have not found any indication that a recreational-access permit or similar arrangement was meaningfully evaluated as an alternative to expanding Black Point's boundaries.

If this alternative has previously been considered, I would appreciate knowing whether Association counsel was specifically asked to determine its legality. If counsel concluded that Black Point does not have the legal authority to establish such a program, I would respectfully ask that the membership be provided with the legal basis for that conclusion. Simply deciding not to pursue the alternative is different from determining that Black Point is legally prohibited from doing so.

The February 26 report summarizing the telephone consultation with Association counsel indicates that counsel was asked about initiation fees and the process for properties joining an expanded district. I do not see that counsel was asked whether recreational access could be provided without expanding the district.

Perhaps the answer is that Black Point legally cannot do this. But before making a permanent change to our boundaries, I believe we should know.

If legally permissible, this could provide a reasonable compromise: welcome our neighbors, have those using our amenities contribute toward their cost, and keep Black Point's existing borders intact.

Thank you for considering this alternative.