OLSBA BOG Special Meeting September 28, 2026 at 7:00pm via zoom

Officers Present: President: John Cunningham, Vice President: Paul Yellen,

Secretary: Tracey Cappellucci, Treasurer: Rob Cappellucci

Board Members Present: Tim Larson, Jack Thomas, Mary Kate Reynolds, Jerry Vande Werken,

Bob Palazzo (joined late)

Key Takeaways

- The beach maintenance contract with Anthony's Property Services was approved for 2027 at $20,200 (a $400 increase from the prior year).
- The board voted 3–2 to join Old Colony and Miami Beach in engaging attorney John Wolfson to pressure the Town of Old Lyme to honor its obligations under the 2020 cost-sharing agreement, authorizing a contribution of approximately $10,535 toward the $35,000 retainer.
- Jerry was authorized to attend the meeting with Martha Shoemaker on behalf of Old Lyme Shores.
- Agenda item 4.4 (additional legal fee cap of $50,000) was tabled unanimously pending further information.
- The snow plowing contract (item 3.2) was not voted on and will be deferred to the next meeting.
- Ground was broken on the construction project, with approximately 50 feet of pipe and a manhole installed on the day of the meeting.

Discussed Topics

1. Quorum and Attendance Issues

The meeting was delayed briefly while confirming whether a quorum existed. Concerns were raised about recurring difficulty achieving quorum and last-minute cancellations.

- **Details**

- John: verified quorum and called meeting to order at 7:01
- A future agenda item on attendance policy was informally proposed but not formally acted upon.

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2. Agenda Adoption (Item 2)

- **Details**
  - Tim: Made the motion to adopt the agenda.
  - Jerry: Seconded the motion.
  - All members voted in favor; motion passed. Agenda adopted.

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3. Beach Maintenance Contract – Anthony's Property Services (Item 3.1)

Paul presented the proposed 2027 beach maintenance contract from Anthony's Property Services (Old Saybrook). The contract reflects a $400 annual increase, from $19,800 to $20,200, on the same schedule as prior years, and is a one-year contract.

- **Details**
  - Paul: Summarized the contract terms and noted the only significant change is the $400 increase.
  - Jerry: Moved to approve the contract.
  - Tim: Seconded the motion.
  - Tim: Raised the question of whether Anthony's could also take on maintenance of Sheffield Brook.
  - Paul: Clarified that Sheffield Brook maintenance falls outside Anthony's scope; noted an informal arrangement with Montano through Old Colony Beach, who had dug out the brook that afternoon.
  - Jack T: Clarified that Sheffield Brook is on Old Colony's property, not Old Lyme Shores', and that costs are split 50/50 under an intermunicipal agreement.
- **Conclusion**
  - Motion passed unanimously

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4. Snow Plowing Contract (Item 3.2)

Jack T raised the snow plowing contract as a separate agenda item. It was clarified that no contract had yet been received from the current contractor, Nickerson Landscaping, though he verbally indicated willingness to continue plowing despite road construction.

- **Details**
  - Jack T: Noted the item was on the agenda and asked whether it had been addressed.
  - Paul: Clarified that no contract had been received from Nickerson yet; he had verbally committed to continuing service regardless of construction conditions.
  - Bob: Expressed concern about waiting too long given the approaching winter season.
  - Paul: Suggested tabling the item until a contract is received.
- **Conclusion**
  - No vote was taken on the snow plowing contract.
  - Paul will follow up with Nickerson to obtain a contract and bring it to the next regularly scheduled meeting.

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5. Engagement with the Town of Old Lyme – Legal Strategy (Item 4)

Jerry provided a comprehensive overview of the ongoing dispute with the Town of Old Lyme regarding its obligations under the 2020 cost-sharing agreement. The board then deliberated on four sub-items (4.1–4.4).

Overview provided by Jerry:

- Old Colony and Miami Beach have both approved proceeding with attorney John Wolfson (Hartford litigation specialist) to pressure Old Lyme to honor its contractual obligations under the shared component of the sewer project.
- A meeting is scheduled for the following day with First Selectwoman Martha Shoemaker and her attorneys (including retiring counsel, successor counsel, and Bond Counsel).
- The draft complaint will be shown but not left with the town.
- John Wolfson's revised retainer agreement is $35,000, covering document review, complaint drafting, and the meeting. Old Lyme Shores' proportional share is approximately $10,535.
- Old Colony and Miami Beach have already signed the retainer and forwarded their shares.

- A letter from New London's attorney alleged breach of the December 2024 agreement (failure to commence construction within 180 days). Norb Church confirmed New London is primarily targeting the town, not the beach associations. This is seen as additional leverage.
- The 120,000-gallon usage allocation for the three beach associations is independent of the town's 50,000-gallon allocation; an additional 130,000-gallon shared allocation is also at stake and could be a development control tool.
- **Details**
    - Tim: Suggested acting on motions to give Jerry the authority and resources needed; noted the strategy could reduce Old Lyme Shores' share of the net project cost from 30% to 20% or potentially eliminate it.
    - John: Explained the financial benefit — spending $10,000 could yield over $300,000 in cost reduction; noted legal fees may be eligible for state funding.
    - Bob: Raised concern about the "rabbit hole" effect of escalating legal costs; suggested approving only the initial $10,535 and reassessing before committing further.
    - Jerry: Recommended approving items 4.1, 4.2, and 4.3 together, and deferring 4.4 (the $50,000 cap) until after the meeting with Martha Shoemaker.
    - Jack T: Sought clarification that the board was only committing to sending Jerry and paying the $10,535 share — not committing to litigation.
    - Jack T: Raised the role of DEEP, suggesting a letter should be sent urging DEEP to act.
    - John: Clarified that DEEP is not a party to the intermunicipal cost-sharing agreement and cannot directly enforce it, though DEEP supports the beach associations and will use available indirect tools.
    - Tim: Noted the strategy also gives First Selectwoman Martha Shoemaker political cover to act.
    - MK: Expressed reluctance, noting the difficulty of spending more money on a town that has not cooperated, while community members have unmet needs; ultimately voted no.
    - Jerry: Noted the retainer agreement includes provisions for attorney fee recovery by the prevailing party, and that threatening litigation may prompt the town to invoke arbitration (at their cost).
    - Tim: Suggested reminding Martha Shoemaker that the beach association contributes over $700,000 in grand list value to the town with minimal services received.

    - Jack T: Recommended that the check be accompanied by a cover letter explicitly stating it covers only the $35,000 retainer share and no further commitment.
    - Jerry: Agreed and confirmed he would bring the check to the meeting.
    - Rob: Confirmed he would prepare and deliver the check to Jerry before the 2:00 PM meeting.
- **Conclusion**
    - **Item 4.1, 4.2, 4.3 (merged motion amended from previous motion by Tim and seconded by Jerry): Passed 3–2** (Jerry– Yes, Tim – Yes, Bob – Yes reluctantly; Jack T – No, MK Reynolds – No).
        - Old Lyme Shores will join Old Colony and Miami Beach in supporting the legal effort to hold Old Lyme to the 2020 cost-sharing agreement.
        - Jerry is authorized to attend the meeting with Martha Shoemaker on behalf of Old Lyme Shores.
        - Old Lyme Shores will contribute approximately $10,535 toward the $35,000 retainer — no further financial commitment is made at this time.
    - **Item 4.4 (additional $50,000 legal fee cap):** Tabled unanimously (5–0) pending outcome of the meeting with Martha Shoemaker and further board deliberation.

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6. Construction Update

John provided an update on the sewer construction project, which broke ground on the day of the meeting.

- **Details**
    - John: Reported that approximately 50 feet of pipe and a manhole were installed; described the crew as highly professional and efficient; noted sandy soil conditions and the use of trench boxes due to groundwater seepage.
    - Tim: Confirmed minimal vibration and disruption at his property; praised the crew's efficiency and tidiness.
    - Paul: Noted the crew used a street sweeper to clean roads from Route 156 down past the construction site after the day's work.
    - MK: Suggested sharing photos and updates on the association's social media channels.
    - John: Confirmed he will send photos and an update; noted a construction meeting with Baltazar and Fuss and O'Neill is scheduled for the following day,

with an informational meeting for members to follow on Wednesday or Thursday afternoon.

- **Conclusion**
    - Construction has commenced successfully.
    - Photos and updates will be distributed to members.
    - Social media committee will handle posting of content provided by John

Motion to adjourn at 7:47 made by MK, seconded by Bob, unanimous approval