

**Lake Williams Beach Association (LWBA)  
Board of Directors Meeting  
Lebanon Fire Safety Complex  
23 Goshen Hill Road, Lebanon, CT  
5:30 PM, December 17, 2024**

**BOD in attendance:** Jon Vigurs, President  
Claudette Soboleski, Treasurer  
Marty Varhue, Tax Clerk  
Kimberly Meanix Miller, Secretary  
Joe Jankowski, Director

**BOD excused:** David Gendreau, Vice President  
Christy Kelly, Jim Russo and David Theroux, Directors

**Non-BOD Association Members Present:** Dawn Jacques of 239 Lake Shore,  
Christine and Kevin Northcutt of 29 Lake Shore and Linda York of 249 Lake Shore

**A CALL TO ORDER**      *President Vigurs called the meeting to order at 5:47pm*  
President Vigurs apologized for his travel delay causing the late start to the meeting.

**B APPROVAL OF MINUTES**

**a. November 12, 2024**

Secretary Miller brought attention to the language in the minutes of the meaning of a “No Vote” which was intended to reflect that it meant no improvement could be made at Beach 1, only the maintenance of its current condition. She continued saying that she was worried that it would tie the hands of the Board to other actions which was not the intent. President Vigurs agreed that in the case of a “No Vote”, they wanted to leave it open how to spend the dollars that were allocated to Beach 1 improvements. Director Jankowski emphasized a “Yes Vote” would require commitment in the next tax cycle.

Christine Northcutt noted that there was a commitment made to the town for the completion of the Beach 2 driveway that was never actually completed and had submitted a page from town minutes which showed those LWBA comments on the record. President Vigurs stated that he felt this may have happened because there’s no action list maintained for continuity when there is a transition from one Board to the next. Kevin Northcutt said that they stopped in the spring because they were unsure about the anticipated legal and insurance costs.

Secretary Miller suggested they amend the minutes to include that in the case of a “No Vote”, the Board will use currently budgeted funds for existing capital project priorities which may also include maintenance of current conditions only, at Beach 1. President Vigurs wanted to ensure the membership had the information about the dollars involved in a yes vote and was comfortable with the language as presented.

**Motion**      **By:** *President Vigurs*                      **Seconded:** *Treasurer Soboleski*  
MOVE LWBA hereby amends the minutes presented for the meeting held November 12, 2024, updating the language for the “No Vote” on page 3 to read as follows:

*A NO vote does NOT support the Beach 1 improvement project as currently planned and the Board will use currently budgeted funds for capital project priorities which may also include maintenance of current conditions only, at Beach 1.*

**Result:**              Motion passes unanimously (5-0-0)

**Motion**      **By:** *President Vigurs*                      **Seconded:** *Director Jankowski*  
MOVE LWBA hereby approves the amended minutes for the meeting held November 12, 2024.

**Result:**              Motion passes unanimously (5-0-0)

## **C REPORTS**

### **a. Finance Committee**

#### **i. Tax Collector Update**

Tax Collector Varhue stated that five properties, four owners, remain unpaid. He asked if the Board would support him hand delivering the next set of overdue invoices. President Vigurs expressed support, and a consensus was reached in favor. Treasurer Soboleski went into greater detail on the circumstances of each property including one that is in dispute and two in probate. President Vigurs asked how the Board deals with new owners in the association emphasizing it was important that they are reached in a timely and positive manner. A brief discussion ensued about recent turnover. Treasurer Soboleski said that Director Kelly has a welcome packet and that the new owners just discussed had been approached by a previous Board Member.

## **b. Beach & Properties**

### **i. Review of Beach Maintenance budget**

Treasurer Soboleski said that the fall clean-up happened, the contractor did it on their own and had expressed uncertainty to her about with whom they had spoken about performing the work. She said they had no quote, but the work was done, and she felt the charge was reasonable. She informed the other Members that she spoke to the contractor about proper process going forward. She asked if all were okay to pay the invoice. A consensus was reached in favor of paying the bill as presented. President Vigurs suggested they ask Directors Theroux and Russo to manage the beach maintenance budget going forward. Treasurer Soboleski stated that of the original budget of \$3400, \$2263 remains unspent. President Vigurs asked how they determine the budget. Treasurer Soboleski indicated they use historical spending and the current quote or contract which usually includes lawn maintenance, spring and fall clean-ups and annual tree removal. President Vigurs noted that there appears there may be funding available for new picnic tables, and they should get estimates when the Board has a projection of what they think will be left in the budget after the remaining costs are identified.

Treasurer Soboleski said that the contractor didn't complete the clean-up for Beach 3 and that if her contractor ended up charging her more to complete that portion of LWBA property that abuts her own, she would pass that charge onto the contractor. Secretary Miller suggested that Treasurer Soboleski's personal contractor should be directed not to do the work on Beach 3 and that we hold the LWBA Contractor accountable for the work, but she expressed indifference as to whether the work was performed this fall or in the spring. A consensus was reached to ensure the LWBA Contractor handles the remaining work for Beach 3.

### **c. Annual Picnic**

President Vigurs reiterated his desire to ensure that new members are contacted with information about LWBA which he understood was led by Director Kelly as part of the social endeavors of the association.

### **d. By-Law Committee**

Secretary Miller said that the By-Law Committee has continued to meet. She explained that they've essentially completed review of both the Deed and the Charter and will be moving onto a review of the Bylaws. President Vigurs asked if they could be provided minutes to the committee meetings. Secretary Miller said she had taken some notes and could try to round them up and piece them together to make them available.

## **D. LWBA WEBSITE & EMAIL**

### **a. Correspondence & Updates**

Secretary Miller reiterated that Leslie Vonderkall was representing a contingent of property owners at the three lakes that are petitioning the TPZ for some relief on the zoning regulations that are stricter for those lake district properties. Secretary Miller said she offered to be part of the group and hasn't yet attended the meetings of the citizen group but has attended the TPZ regular and subcommittee meetings. She continued saying that she is also aware that, generally speaking, the purpose of stricter zoning regulations around the lakes is to protect the lakes that support our property values and quality of life and thus at first blush, she has concerns about removing those protections. She stated that raising this at the meeting is meant to simply make our property owners aware, again, so any with interest can investigate the initiative on their own and advocate for or against as each sees fit. She again emphasized that she doesn't feel that the Board has a formal role other than to try to help spread the word to its members.

## **B. Reports**

*Continued*

### **a. Finance Committee**

*Continued*

#### **ii. Treasurer Report**

Treasurer Soboleski distributed the Treasurer's Report (copy attached) and reviewed it in some detail with the other Board Members. Secretary Miller asked for the inclusion of receivables going forward. Treasurer Soboleski asked if her intent was to publish the names of members who were past due. Secretary Miller said that she had no interest in embarrassing anyone but felt it was important to present the complete financial position in the Treasurer's Report including not only the detail that make up the expenditure lines but also the receivable and payable lines. She continued saying that the details for receivables, balances identified by property address only, not names, along with details for expenditures and payables could be a separate page that was part of the physical report presented and discussed at the meeting. She continued saying that while our members had a right to the information if it were sought, she felt that it would be sufficient to publish just the summary page of the Treasurer's Report in the minutes that are posted on the website. She emphasized that she felt the summary page need only include the total receivable and total payable figures. Christine Northcutt asked about increases in insurance costs. Treasurer Soboleski said that they won't know until they get the information from the agent in the spring.

## **E. Old Business**

President Vigurs circled back to the unfinished driveway work at Beach 2 asking about the original plan. Director Jankowski said that he can pull out the plans and that they had a quote, but a lot of time had passed. President Vigurs said that if not complete, and the members expected it to be, then they should pursue it. He emphasized that he feels the issue of the dropped project is because there is no action list that is passed forward during Board changeover.

## **F NEW BUSINESS**

- a. **Discuss Planning of Association Special Meeting for:**  
i. **Beach 1 Quote update** *handled out of order, see below*

b. **Board review of draft letter for 223 Lake Shore**

President Vigurs read the draft of the letter (copy attached) regarding the pursuit of a resolution for the encroachment of 223 Lake Shore Drive onto LWBA property. The letter quoted the attorney's email discussed at the previous meeting and sought to collect the retainer of \$1500 from the property owner of 223 Lake Shore Drive, in advance of any work being done, the total which was estimated to be in the range of \$3000 to \$3500.

Secretary Miller said that putting herself into the property owner's shoes, she would want to know that the Board would be deliberate and prudent in its pursuit to ensure the minimum amount of the property owner's money was spent. She specified that the first questions are does the LWBA have legal authority to enter into such an agreement and is it legal to enter into an agreement that appears to violate the deed restrictions. She continued saying that should this be answered favorably, the next questions to resolve are the identification of the risks to the LWBA and its members and given such, would the attorney advise us to enter into such an agreement. She said lastly, if the first two steps are resolved favorably, the Board would want the attorney to draft the agreement and the needed changes to the Bylaws. Director Jankowski stated that the attorney has fiduciary responsibility and therefore, should handle the tasks in logical increments. Secretary Miller didn't disagree but felt it would be prudent to provide such direction in writing, and to assure the property owner of 223 Lake Shore of this intent in writing as well.

Christine Northcutt asked about the attorney working on the Bylaws. President Vigurs said yes and then asked if the Board typically sought an attorney to update By-laws. A brief discussion ensued. Secretary Miller said in her experience with many other boards and commissions, an attorney isn't typically involved as they are all working on behalf of, and in the best interest of, a group or community. She continued saying that the nuance in this situation is that this is a single property owner seeking something from

the Board that is in the best interest of that single property owner. She said that the membership supported the Board's pursuit of a resolution to the encroachment matter and to address all the questions and concerns in order to do so. She indicated that she felt they needed to act in good faith, and be deliberate and thorough, to ensure that the interests of the entire association are protected and that all costs associated with this request are covered by the single property owner. She added that they may have questions of their own that are not related to the encroachment, but this issue should be resolved first to ensure there is no mixing of issues and that the property owner is only paying for work done in pursuit of their personal request.

Dawn Jacques expressed concern about all the things being stored on LWBA property and a brief discussion of the timeframes and history of the matter ensued. President Vigurs provided assurance that would be addressed should the Board get to the point of drafting the license agreement. Secretary Miller stated that the letter should be very clear that the property owner of 223 Lake Shore will be responsible for all costs associated with addressing the encroachment matter and that while the Board will be as frugal and deliberate as they can to ensure the costs are minimized, those costs will also need to be covered by the property owner in advance of the legal work being performed. Each member of the Board stated that they agreed with these minor modifications to the letter and felt that President Vigurs could handle the changes that were discussed, only returning to the Board if there were proposed changes that were not discussed.

Kevin Northcutt asked about the agreement being renewable. President Vigurs said that preliminary discussions included the ability to renew the license agreement should they get to that point in the process. Treasurer Soboleski added that there would also be provisions to verify insurance requirements, and all other stipulated conditions of the agreement are met. Secretary Miller asked about the questions of risk and cost associated with the encroachment and agreement that were to be presented to the insurance agent by Treasurer Soboleski. Treasurer Soboleski indicated she spoke to the agent who is willing to answer all their questions but that the list had not yet been finalized or conveyed. A consensus was reached that should the property owner of 223 Lake Shore provide the payment for the legal retainer upon receipt of the letter, the Board would then pursue completion of the list of liability and cost questions to be presented to the insurance agent simultaneous with the commencement of the legal work as described.

### **Discuss Planning of Association Special Meeting for:**

#### **a. Beach 1 Quote update**

President Vigurs said that this will be the subject for the "Special Meeting" or general membership meeting, and reviewed the calendar to set the following milestones:

1/11/25 – President submit draft meeting packet to Board for review and comment

1/18/25 – Meeting packet finalized

1/25/25 - Mailing of meeting packet to property owners

1/30/25 - 1pm Posting of meeting notice on the bulletin boards

2/9/25 – 1pm Special Meeting (general membership) town location TBD

2/16/25 – 1pm Special Meeting (general membership) snow date, town location TBD

Secretary Miller asked that the approval of the minutes of both the annual and special meetings be included on the agenda. President Vigurs asked if they should set a date to gather a team to stuff envelopes. Secretary Miller said she'd try to handle the task herself, with some guidance, but if she got bogged down, she would seek support the weekend of January 25<sup>th</sup>.

**G. OPEN DISCUSSION**

*No one spoke*

**H. NEXT MEETING DATE/CLOSING COMMENTS**

President Vigurs noted that the pothole on Lake Williams was filled. Director Jankowski noted that it appears to be filled with cold patch so it may not hold up well, urging people to continue to use caution.

**I. ADJOURN**

**Motion**      **By:** *President Vigurs*                      **Seconded:** *Tax Collector Varhue*  
MOVE LWBA hereby adjourns its meeting of December 17, 2024, at 7:13pm.  
**Result:**      Motion passes unanimously (5-0-0)

Respectfully submitted,

*Kimberly Meanix Miller*

Kimberly Meanix Miller  
Secretary

**Attachments:**

*Treasurer's Report dated 12/17/24*

*Request of 223 Lake Shore property owners for legal fees to address encroachment*

LWBA Treasurer Report 12-27-2024

Budget Category	Withdrawals	Deposit Taxes	Deposit CC Bonus	Budget	Budget Balance
Annual Picnic Total	(745.86)	-	-	750.00	4.14
Beach/Prop Maint Total	(1,136.66)	-	-	3,400.00	2,263.34
Insurance Total	(1,034.00)	-	-	3,850.00	2,816.00
Postage/Copies Total	(150.50)	-	-	600.00	449.50
Tax Collection Expenses Total	(18.95)	-	-	100.00	81.05
Taxes Total	(1,350.83)	-	-	2,450.00	1,099.17
Utilities Total	(297.25)	-	-	600.00	302.75
Web Page Total	(172.12)	-	-	200.00	27.88
Deposit CC Bonus Total	-	-	200.00	-	-
Deposit Taxes Total	-	18,226.05	-	-	-
Board of Directors Legal Fees	-	-	-	250.00	250.00
Capital Improvements Beach #1	-	-	-	7,100.00	7,100.00
Required Emergency Fund	-	-	-	500.00	500.00
<b>Grand Total</b>	<b>(4,906.17)</b>	<b>18,226.05</b>	<b>200.00</b>	<b>19,800.00</b>	<b>14,893.83</b>
Beginning Balance	4,469.25				
Deposits to Date	18,426.05				
Expenses to Date	(4,906.17)				
Check Book Balance	17,989.13				



**December 2, 2024**

**RE:** 223 Lake Shore Drive, Lebanon CT 06249

**Subject:** Request for Payment of Legal Fees

Dear Jessica and Thomas Sholly,

Beginning in 2012, a temporary shelter you own has been partially located on Lake William Beach Association (LWBA) property. Several options have been discussed among the associations over the years such as removal of personal items from encroaching on LWBA property and one of the other options was to grant permission to use the land.

These options were brought to the Association for discussion and voting. During the annual meeting on June 2, 2024, the option for you to draw an annual permission letter was approved by the membership of LWBA. The letter would then be reviewed and put to a vote at a special meeting held by the Association. **All legal costs would be paid by the property owner and no costs to the Association.**

The Board has consulted with an attorney to address the best way of resolving this matter. Here is an excerpt from his response...

A license agreement gives the permission of the owner to an adjacent landowner to use real property for a specific purpose. In the body of the agreement, conditions can be established that the adjacent landowner would need to satisfy for the license to continue, such as the requirement to provide sufficient liability insurance, the maintenance of the area specified in the license agreement, and the disclaimer of any rights in the encroached property through adverse possession. Unlike a deed transfer, easement agreement or lease agreement, the license agreement does not transfer an interest in the real property. In addition, the license is revocable.

I believe closer review the powers enumerated in the Charter along with review the Connecticut General Statutes would be needed regarding the association's ability to legally grant and enforce the license agreement. Section 3 of the Charter lists the powers of the association does not specifically list the power to grant a license, though it does mention it has the powers with regards to roads, beaches and rights of way.

Also, further discussion would also be needed regarding any potential violation of the deed restriction. In reviewing the boundary survey, it appears the structure violates the setback requirements. I would need additional information regarding the length and character of the use of the structure and prior communications with the adjacent landowner.

The Board of Directors has to act in the best interest of the Lake Williams Beach Association so we will have to resolve any outstanding questions before finalizing an agreement.

The attorney has requested a retainer of \$1,500 in order to begin the process. We request notarized signatures that you will be responsible for all costs associated with resolving this matter and payment will be made within 30 days of receipt of the invoice. Please provide payment to our President, Jon Vigurs or Treasurer, Claudette Soboleski within thirty (30) days of the date of this letter for the retainer.

Thomas Sholly

Jessica Sholly

If acceptance is not made than we will ask that all personal property be removed from Lake Williams Beach Association property by April 30, 2025.

Sincerely, Lake Williams Beach Association