

12 May 2016

REGULAR MEETING MINUTES
BOATHOUSE/HAINS PARK IMPROVEMENTS COMMITTEE

7:00 p.m., MEETING HALL, OLD LYME TOWN HALL

PRESENT

PG	Paul Gianquinto	Co-Chairman
PF	Paul Fuchs	Co-Chairman
KB	Ken Biega	
GH	Greg Hack	
JP	John Parker	
JF	John Flower	Ex-Officio
BR	Bonnie A. Reemsnyder	Ex-Officio
SS	Skip Sibley	Ex-Officio
NP	Nina Peck	Architect

ABSENT

BS	Brian Schuch	Secretary
DB	Don Bugbee	
PC	Phil Carney	
RD	Bob Dunn	
JR	John Rhodes	Ex-Officio
AR	Andy Russell	Ex-Officio

CALL TO ORDER> **PG** 7:09 p.m.

1. ADDITIONS TO THE AGENDA

GH requested a discussion on the timing of fundraising activities be added.

2. CORRESPONDENCE

None.

3. BUDGET UPDATE

JF submitted a revised expenditure spreadsheet which is distributed to all members via these minutes.

4. OLD BUSINESS

a. Toilet Building Improvements

JF distributed three sketches developed based on conversations with local contractors; one showed a scheme utilizing existing CMU walls with modifications, another showed the CMU envelope removed and replaced with wood framed walls. **JF** and the Subcommittee will continue to refine the plans with cost estimates and report as information is developed.

b. Pavilion

No activity

c. Park Accessibility

JF reported, after researching the issue and consulting with ADA authorities, that stone dust is not acceptable as a surface for ADA compliant handicapped accessible paths/walks and that a hard surface such as concrete or bituminous was required.

5. NEW BUSINESS

a. Reports on Meetings

PG reported that the Zoning Commission's public hearing on 9 May went very smoothly, that they asked quite a few questions, were happy with the responses, and quickly approved the application.

b. Draft Contract Documents

i. With concurrence from **NP**, the Committee decided to eliminate the Alternates to the Boral composite trim. The Alternates will include:

- Hardi-Plank board and Batten siding ILO the vinyl shake siding,
- Reinforced turf adjacent to the south side of the boathouse, and
- Overhead doors ILO the custom sliding barn doors.

ii. **NP** provided samples of the following:

- AIA Document A201-1997 General Conditions of the Contract for Construction,
- AIA Document A101-1997 Standard Form of Agreement Between Owner and Contractor Stipulated Sum.
- Instruction Sheet for AIA Documents A105 & A205.

iii. The Committee established the following milestone dates for the bid process:

- 3 Jun – Legal Ad and DAS Notice Issued
- 8 Jun – Pre-bid Walk Through/Meeting at Hains Park
- 10 Jun – RFI Submission Deadline at 4:00 p.m.
- 14 Jun – RFI Responses Issued to Bidders
- 21 Jun – Bids due at Town Hall at 2:00 p.m.
- 23 Jun – BHPIC Meeting to review bids
- 27 Jun – Schedule scope review meetings with two low bidders
- 30 Jun – BHPIC Recommendation to Award

iv. The Committee established the following Contract Milestone dates:

- 6 Jul - Anticipated Date of Contract Award
- 8 Aug – Commence Work on Site
- 31 Oct – Boat bays ready for Boat Storage Rack System installation
- 1 Dec - Final Completion

v. The Committee agreed to specify liquidated damages in the amount of \$100/day.

vi. **PG** stated **JR** had suggested installation of two tele/data conduit from the pole to the demark point and another from the demark point to the toilet building for future security cabling. These will be added to the site drawings.

vii. The Committee agreed that the egress path around the west end of the building from Door D7 shall be bituminous; this will be added to the site drawings.

c. Garcia & Milas Proposal

BR reported on her conversations with G&M personnel. If the Committee approves executing the Engagement; **PG** will forward the revised contract documents by e-mail and specify the desired scope of services to limit their time spent and the associated cost. Review will be primarily for consistency of documents with CT State contracting requirements, i.e. STEAP grant, DAS, CHRO, etc.

MOTION> **PG (GH)** to approve **BR** signing the Garcia & Milas letter of engagement with a specified fee structure dated 6 May 16; estimated final cost approximately \$2,500. 5-0-0

d. Approve Invoices

MOTION> **PG (GH)** to approve the \$1,000 balance on the NCP Architect Invoice OL-16-01 dated 4 Jan 16. 5-0-0

e. Fund Raising Activities

GH asked about the timing of fundraising activities previously discussed; **SS** stated that it was appropriate to start the fundraising process now that necessary Town approvals are in hand. **SS** and **GH** will coordinate to develop a plan, mailings, news releases, etc.

6. APPROVAL OF MINUTES

MOTION> PG (KB) To approve minutes of the 11 Feb 16 Regular Meeting as submitted. 5-0-0

MOTION> PG (PF) To approve minutes of the 14 Apr 16 Regular Meeting as submitted. 4-0-1

7. PUBLIC COMMENTS

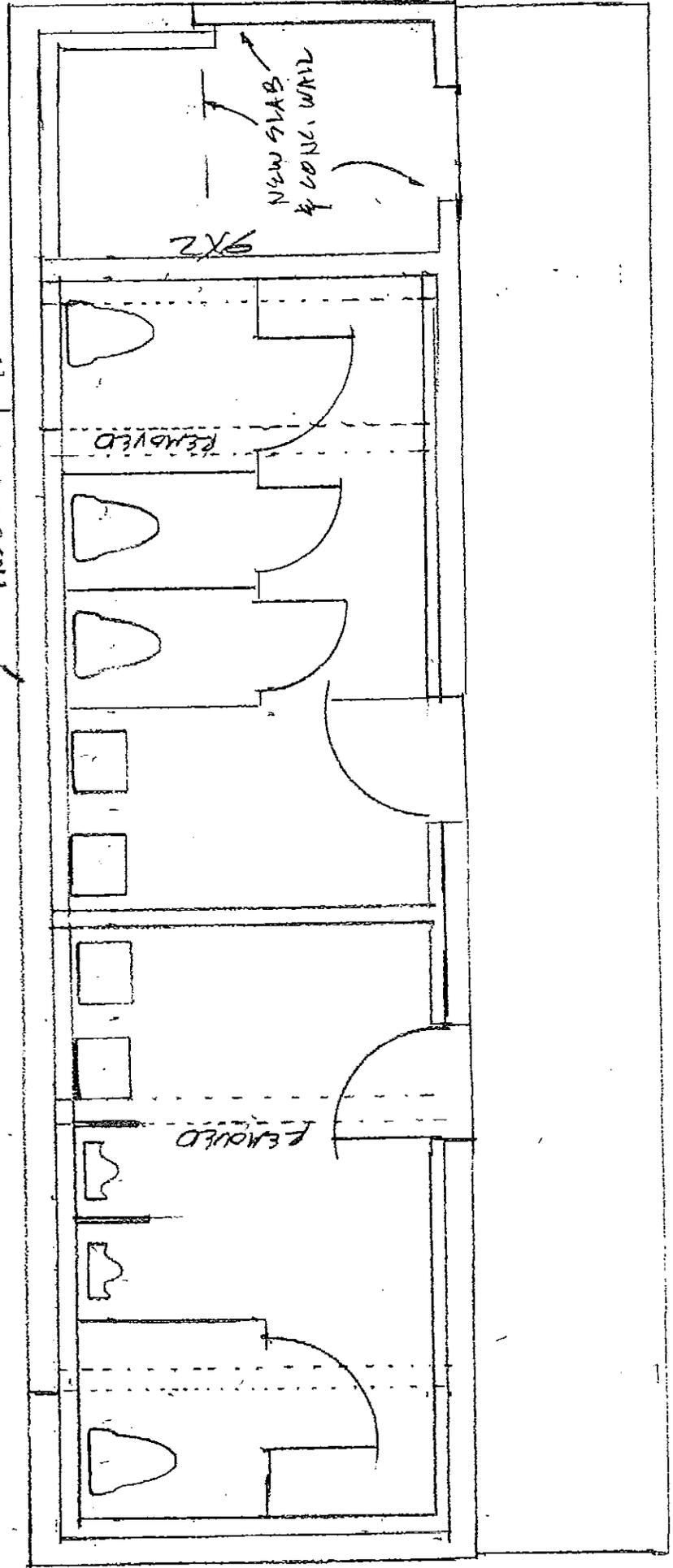
None.

8. ADJOURNMENT

MOTION> PF (PG) 8:52 p.m. 5-0-0

(NO PLYWOOD)

PROBABLY BEST TO REMOVE EXISTING WALLS BECAUSE OF INSULATION & YEAR-ROUND FACILITY



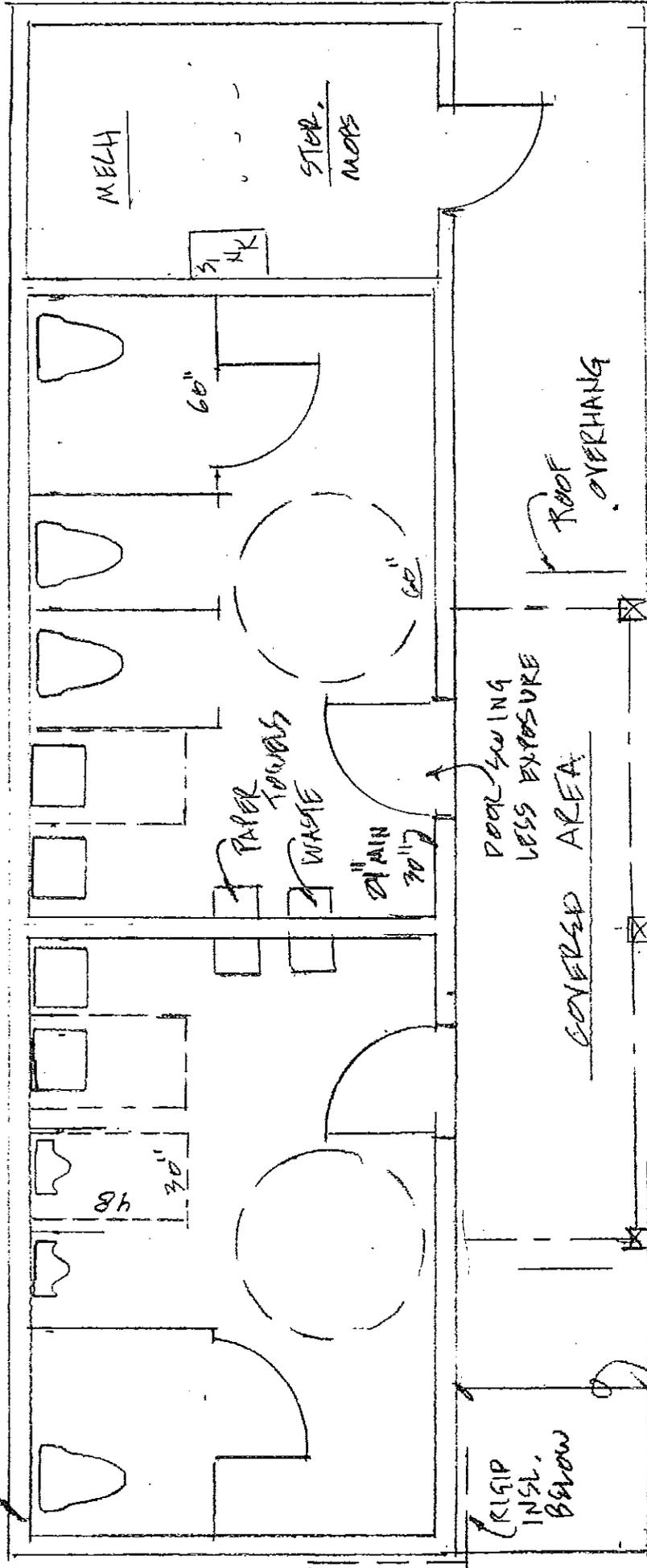
5-4-5

2

32'-10" MIN (EXIST'G BUILD'G PAD IS 32'-10")

7'-4" ±
EXIST'G

2x6 STUDS



RIGID
INSL.
BELOW

DOOR SWING
LESS EXPOSURE

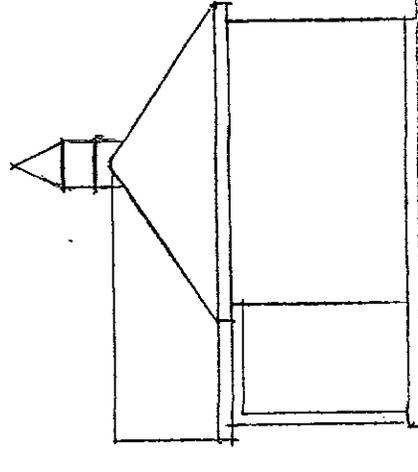
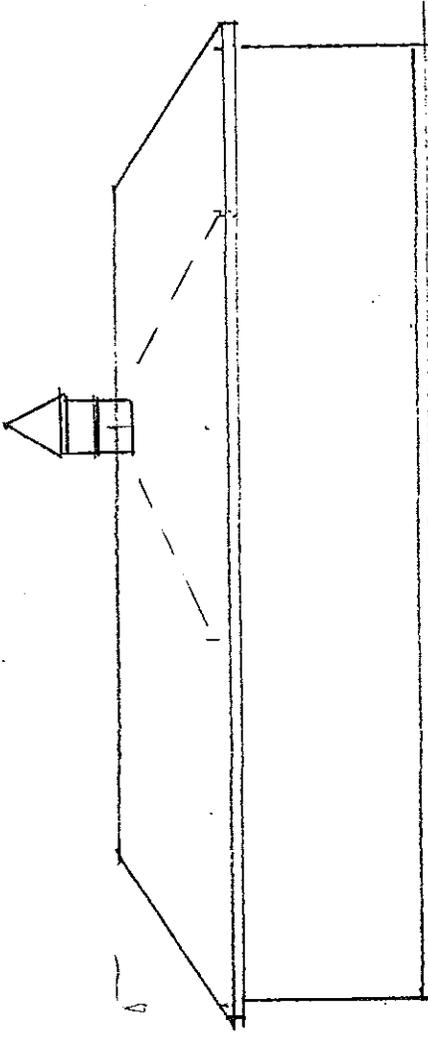
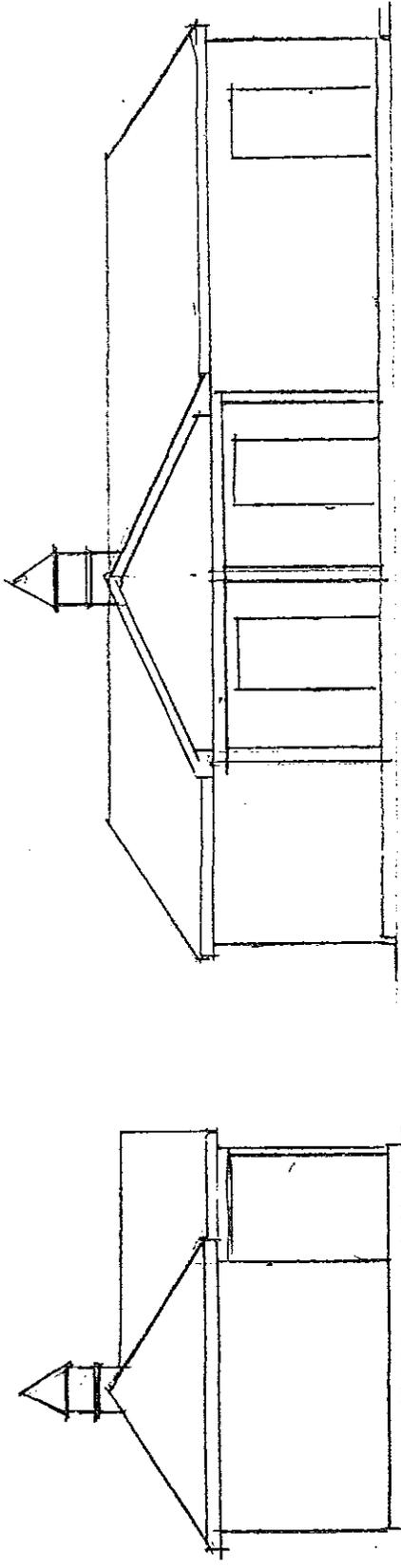
COVERED AREA

ROOF
OVERHANG

NEW 60\"/>

5-4-16

3



5-4-16
4

HIP ROOF

Nicole Liguori Micklich
nmicklich@garciamilas.com

May 6, 2016

Town of Old Lyme
c/o Bonnie Reemsnyder,
First Selectwoman
52 Lyme Street
Old Lyme, CT 06371

Re: Old Lyme Hains Park Boathouse

Dear Bonnie:

Thank you for asking our firm to provide legal services in relation to the above-referenced matter. This letter is intended, once signed, to be the agreement for services we will provide.

We will provide services based on the actual time we spend, together with expenses we incur on your behalf.

Our hourly rate for attorneys and paraprofessional support personnel who may work on your matters are as follows:

-Raymond A. Garcia	\$400.00 per hour.
-Jane I. Milas	\$400.00 per hour.
-Nicole Liguori Micklich	\$285.00 per hour (reduced from \$350.00)
-Associates	\$225.00 per hour.
-Law Clerks	\$100.00 per hour.

Our charges include time expended for all legal research, pleadings, court or arbitration time, discovery and interviews of prospective witnesses or others with information related to your matter, and such other efforts we take on your behalf, subject in all events to your direction and control.

We also charge you "costs" we advance on your account which include long distance telephone calls outside Connecticut, authorized travel expenses, messenger expenses, filing fees for court or arbitration, copy and facsimile charges and other ordinary and reasonable expenses we incur for you, subject to your direction and control.

With respect to "costs," it is our policy to require advance authorization and in some cases advance payment for costs to be incurred, except when such costs are less than \$75.00.

We will render statements to you monthly. The statements will be itemized indicating the date, amount of time and description of services for each of our staff that provide services to you.

Payment is due upon receipt of a statement. If any amount due is not paid within 30 days, we assess interest at the rate of 1% per month and, in addition, we may withdraw from representation of you if withdrawal can be accomplished without material adverse effect on your interests and upon written notice to you. If we have appeared on your behalf in a court proceeding, we would under some circumstances also be required to seek leave of the court to withdraw.

By signing this letter you authorize us, subject to the terms of this letter, to take all action which we deem advisable on your behalf to accomplish the work we undertake on your behalf. In all events, we will make every effort to consult with you in advance about action which we believe should be taken.

You may terminate our representation at any time by notifying us in writing, arranging to pay the final bill, and providing written instruction for the disposition of your papers and property. We will take steps reasonably practicable to protect your interests. We may retain papers as security for unpaid fees only to the extent permitted by law.

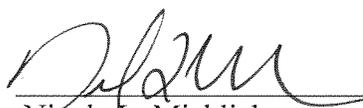
When Garcia & Milas, P.C. has completed the legal work necessary for you in this matter, we will close the file and return original documents to you, if so desired. You further agree and understand that Garcia & Milas, P.C. has the right to destroy the contents of our file after seven (7) years from the date the case is resolved. If Garcia & Milas, P.C. does not hear from you in writing within this time period with any objections or concerns, Garcia & Milas, P.C. may destroy the entire contents of the file.

We look forward to working for and with you in this matter.

Very truly yours,

GARCIA & MILAS, P.C.

By:



Nicole L. Micklich

Engagement Accepted:

Town of Old Lyme

By: _____ Date: _____