

CHADWICK SHORES PROPERTY OWNERS ASSOCIATION
BOARD OF DIRECTORS MEETING ** MINUTES

Final Draft

Meeting date: September 21, 2008

6. CALL TO ORDER

The meeting was held at the Sneads Ferry Community Building, and was called to order at 2:45 pm by Tony Gillespie, President.

Board members in attendance:

- Tony Gillespie – President
- Dick Miller - Treasurer
- Ellie Giles – Director
- Casey Barnes - Director
- Bill Keller – 2nd Vice President
- Ryan Brummond – Director
- Janet Gargano - Secretary

Board members absent:

- Bob Braxton - 1st Vice President
- Patty Whaley – 2007 Past President

2. MINUTES

The secretary had not completed minutes from the August 21st meeting. They will be sent to the Board via email and then posted on the CSPOA website.

6. PRESIDENT'S REPORT -

A & B Landscape - Tony stated that we've followed all the email trails concerning the the issues we have had with A&B and with Andy and, frankly, Andy's service. Tony said he'd been told third-hand that A&B cuts the outer loop one week and the inner loop the second week, but we are billed for the entire cutting every week, anyway.

He has noticed that our easements (right of way) have narrowed, particularly along the area of Everett and Shellbank. The green grasses have grown 6 to 7 feet high and 7 to 8 feet deep where the easement has slowly been disappearing. Tony noted an area near Chris Diederich's house (509 Chadwick Shores Drive) where the growth has crept out so far that you cannot see around the corner. Chris commented that he has done some cutting there just to get safely out of his driveway.

Tony stated that he had calls into Andy for three weeks, and left messages at his company and on his cell phone. Casey finally managed to speak with Andy, and Andy then called Tony explaining that his cell phone was down and his company phone is forwarded to his cell phone. Andy said he understood that it had been three weeks since the last cutting, and that he would not bill us for one of those cuttings and would start cutting immediately, which Tony said he did do, except for a part on Bayshore.

But we still have an issue with the ‘right of way’ which, in some places, is one-half the width it was when A&B first came on line. Tony feels the work is shoddy, which was why he decided to meet with Mr. Goines of Cost Wise. Ellie Giles explained that on a day when she was walking her dogs, Mr. Goines, who was doing some work in the neighborhood, approached her and asked about submitting a bid to do the mowing.

Tony said that Mr. Goines has a bush hog, and he would cut all the way back to the property lines. His proposal was \$500 for the first cutting and \$385 for all additional cuttings. Tony stated that before he started drafting up a contract the Board, through emails, said absolutely “yes” we need to do something.

Dick then raised the question of trying to make these decisions over emails vice at a board meeting. Tony said he had no problem with doing some things through email as Janet can put them in the minutes. However, Tony said if the Board is more comfortable ‘face to face’, then we will do it that way.

Before voting on a motion to terminate A&B’s contract, Tony suggested that Casey be exempt from the decision due to the fact that he and Andy are acquaintances. Dick felt that if they are just that, Casey should have a say.

The motion before the Board is that we send a letter to A&B informing them that their services are no longer something in which we want to continue to participate, and that we put Cost Wise on a **one-year contract** with an immediate termination clause which states that if they do not meet the requirements set forth, then a single letter from the Board will immediately terminate their services.

Dick asked if that was how the contract for A&B reads. Casey answered that is was and read from the section of the contract that states, ‘CSPOA will provide **30 days** written notice of termination of service contract should A&B not meet the standards as set forth in the SOWs and Deliverables section of the document. CSPOA will be responsible to pay the invoice for services rendered at the time of cancellation”.

Bill Keller felt that there were several good reasons to terminate A&B’s contract, and Dick said that follow-up is one of the key things needed on this type of service. He said we can’t go 6 or 8 months before telling the contractor that we are not happy with his work.

Chris Diederich asked about the debris removal, and Tony said that was included in the contract.

Casey was in agreement with the metrics Tony had written for Cost Wise and suggested that they be shown to Mr. Goines and that he signs off on them.

Casey also gave his personal opinion, which is that we give A&B a letter listing each of the items from the metrics on which they have been deficient, and stating that A&B correct them or their services will be terminated within 30 days. Casey added that he understands that we are well within our rights to terminate A&B’s service within 30 days without any further action required on their part.

Bill thought it better to just terminate the contract and move on, and Ellie noted that all of us on the Board, except for Patty Whaley, voted for A&B because we thought they would know what they need to do inasmuch as they had the contract from the previous year also.

Casey said if the Board votes to replace A&B then he would suggest that someone call Andy and say “we are terminating your services, and by the contract, you are supposed to cut the grass for another 30 days”, and then give Andy the option of fulfilling that part of the contract or be terminated immediately. Tony said he would make that call and also do a letter; Dick and Bill agreed that we should have the termination in writing.

A motion was made by Tony to proceed with due process to terminate A&B’s contract, and was 2nd by Janet . All approved; motion passed unanimously.

COMMITTEE REPORTS

- 6. Treasurer –** A summary of the **2008** Road and Association financial reports were re-reviewed by Dick Miller during the First Annual Meeting held prior to the Board meeting.

- 2. Roads -**

Fire Hydrants - acting on a recommendation from Bill Gearon, 1040 Chadwick Shores Drive, at the preceding First Annual Meeting, Tony put a motion before the Board to repair or replace the markers in front of our fire hydrants as part of our maintenance ‘cost of doing business’, and for the safety of the community.

Dick Miller also recommended that the mowing contractor cut and clear around the hydrants so they are highly visible. Tony said he would put that in as part of the contract to Cost Wise. Ellie confirmed that the cutting would be at the hydrants on the unimproved lots.

Motion was made by Tony to repair or replace the blue reflectors (markers) in front of the fire hydrants. 2nd by Bill Keller All approved.

- 3. Grounds and Maintenance -** issue of A&B and Cost Wise covered under President’s report.

- 4. Welcoming -**

- 5. Covenants -**

- 6. Amenities –**

- 7. Security -** Dick Miller asked if the lights at the pier had been repaired, and he reminded the Board that this is something our insurance company requires. Tony said that the electrician was waiting for a special part to come in; Tony will check.

- 8. Legal -** Dick brought up a point regarding the lawsuit which is currently pending against the Association. He said that North Carolina has a law stating that the seller of a property must advise the buyer that there is a lawsuit pending against the association, and he wasn’t sure how this should be handled. Dick said the form is a **‘Owners Association Disclosure and Addendum’**. He feels that we need to get the information about the lawsuit out to the property owners. He is concerned that the owner could be sued by a ‘buyer’ if this information was not given to him/her and in turn, maybe, the Board could be sued.

Ryan Brummond stated that he, as a property owner would want to know about the lawsuit, and he feels that the Board has a duty to put this out to the property owners.

Tony noted the community was previously advised in the President’s letter and in the minutes posted on the website that individuals were thinking of bringing a lawsuit against the Board and the Association. But now that the lawsuit is a fact, he will put a statement to the effect that we are now actively involved in a lawsuit in his next President’s letter that will be going out with the ballot information.

Old/Pending Business

Election committee – Linda Martin has volunteered to chair the election committee.

New Business

Nomination clarification -

Janet Gargano asked for a clarification of the ‘resident clause’ pertaining to nominees. Linda Martin, chairman of the nominating committee, presented the name of Challie Adkins for position of director to the 2009 Board. Mr. Adkins has lived in Chadwick Shores as a ‘renter’ for three years, and had bought a house in the community three months earlier. Janet wanted to know if we could consider Mr. Adkins eligible for nomination. Casey checked the bylaws and found that a person had to be a “voting member in good standing for six months prior to nomination”. Voting member meaning resident property owner. Unfortunately, Mr. Adkins was not eligible, but it is hoped that he will volunteer to serve on one of the committees.

Janet made note that the wording in the nomination form letter need to be amended to read, “**resident property owner**” instead of ‘resident’.

ADJOURMENT

Motion to adjourn the meeting made by Bill Keller; 2nd by Dick Miller.

Meeting adjourned at 3:25 pm.

Submitted by,

Janet Gargano, Secretary