

**EAST LYME HARBOR MANAGEMENT & SHELLFISH COMMISSION
REGULAR MEETING MINUTES
SEPTEMBER 20, 2022
EAST LYME TOWN HALL**

Chairman
Stephen Dinsmore

Treasurer
Donald F. Landers Jr.

Secretary
Craig Mason

Members Present: Steve Dinsmore, Don MacKenzie, Jim Allen, Rick Kanter Don Landers, Greg Murin,

Members Absent: Craig Mason

Ex-Officio(s) Present: Ann Cicchiello, BOS liaison

Ex-Officio(s) Absent: none

Also Present: Ron Johnson, Harbor Master, Mark Berger, Deputy Harbor Master

1. CALL TO ORDER: S. Dinsmore called the meeting to order at 7:00 PM

2. APPROVAL OF MINUTES OF REGULAR MEETING OF AUGUST 15, 2022

APPROVAL OF MINUTES OF PUBLIC HEARING AUGUST 15, 2022

MOTION: Landers/Murin) to approve the minutes of the regular meeting of August 15, 2022, as amended.

ADJOURNMENT

MOTION: (~~Landers/Murin~~) (Kanter/MacKenzie) to adjourn at 7:38 PM.

Vote: APPROVED unanimously

MOTION: (Landers/Murin) to approve the minutes of the Public Hearing, August 15, 2022, as presented.

Vote: APPROVED unanimously

3. PUBLIC DELEGATIONS:

A. Delegations from the Public-none

B. Gerwick Mereen presentation for DEEP consultation form

Bob Conigliaro, Gerwick Mereen informed the members he is representing clients at 20 Bishops Bay, Saunders Point, Niantic. There is currently a 56' fixed pier followed by a 15' ramp and a 8 X12 ft sq. float. The original pier was approved in 2005, since then approximately 3-5 inches of sediment has filled in. The proposed fixed pier will increase in length from 56' to 78' and 3 X 18 foot ramp and a 10 X 16 sq. ft float. Overall, the increased encroachment will be 32' beyond the existing structure.

Approvals from DEEP (preliminary), and approvals from the state shellfish commission, NDDB, Bureau of Aquaculture, and Fisheries, have been received. There is no vegetation under the structure. The structure is approximately 93ft from the fire dock. He informed the members a survey was done and there is no eel grass or vegetation in the area.

MOTION: (Landers/Murin) finds the application is consistent with the Harbor Management Plan.

FILED

Vote: APPROVED unanimously

S. Dinsmore signed the consultation form.

4. REPORTS

A. Treasurer:

D. Landers received a bill from R. Johnson for fuel, \$114.92

Sept 29, 2022 AT 4:00 AM/PM
Bruce A. Stearns ATC

EAST LYME TOWN CLERK

R. Kanter informed the members that they have not received a bill for Warden hours in a year totaling \$199.75. There was a discussion at WELSCO concerning underbilling for warden hours. The fee is expected to go from \$25.00 to approximately \$50.00 an hour.

B. Ex-Officio:

The oyster festival is this weekend.

C. Harbor Master-Discussion and recommendation for Harbormaster

Discussion of Harbormaster Boat

Discussion of Harbor master duties and Logistical support

R. Johnson recently submitted his resignation as Harbor Master. The members thanked him for his outstanding service

S. Dinsmore informed the members that 3 names need to be submitted to the state and they will determine and appoint a new Harbor Master. So far, he has received 2 names; Tim Londregan and John Rhodes.

A. Cicchiello, BOS liaison informed the Commission that she spoke to the First Selectman, and he does not want T. Londregan's name submitted as he has a lawsuit against the town and the town has a lawsuit against T. Londregan, and it would be a conflict of interest. The members stated that it is a state position not a town position.

D. Landers has a possible name for the position, but it has not been confirmed.

R. Johnson stated he is the Harbor Master until someone else is appointed.

M. Berger said if the next person appointed is someone, he cannot work with he will resign.

The large amount of paperwork which goes along with the job of Harbor Master is extensive. The mooring fees should go up to cover the cost of paying someone to administer the paperwork.

T. Londregan informed the Commission of his qualifications for the job:

- He is owner of Niantic Bay Shellfish, Marker 7, and Longshore Marine and Construction
- He is very familiar with the Niantic River
- He can compartmentalize his duties from his businesses
- He views the Niantic River as a public access point
- He understands the position is more or less a volunteer position

D. MacKenzie asked if T. Londregan had the time to do the job with the 3 businesses he owns, if the job includes administration and paperwork.

G. Murin pointed out that the Commission regulates some of the business activities that T.

Londregan owns and that it would be a conflict to ask him to enforce regulations against himself. The Commission discussed the perception and reality of a possible conflict of interest with the town.

T. Londregan thought the Commission would want to consider hiring administrative help and get a program to keep track of moorings. He stated he does not have enough time to do the administrative part of the job.

It was noted that T. Londregan was helpful in several situations.

S. Dinsmore will discuss advertising the position with the First Selectman and the possibility of hiring admin support and software to help with tracking moorings.

Harbor Master Duties and Support

D. MacKenzie suggested getting administrative support and an increase to the Harbor Master wages. He presented a survey of area towns as to how many moorings, the cost of the moorings, Harbor Master pay and if a software program is utilized (See File Copy)

He suggested raising the mooring rate to cover the cost of admin help and software. The company he suggested for software is ONLINE MOORING. He has had many conversations with the company. They do homepage, mooring data, tracking permits, application forms as well as other options. They do free training to Harbor Management Commission staff. They charge \$6.00 per mooring and when they receive funds. This is the program that most of the surrounding towns use to track moorings.

R. Johnson said it is almost impossible to do both the water work and clerical.

R. Kanter suggested the CT. Harbor Management Assoc. lobby the state for an increase in the Harbor Master wages.

The advantage of the software program was discussed.

Harbor Master Boat

D. MacKenzie discussed the Harbor Master boat and the possibility of swapping it with the police boat. It is his understanding that the conditions of the Department of Homeland Security grant have been met. The boat is not a good fit for the job of Harbor Master but is better suited for a police boat.

It was noted that Waterford also uses the boat but was not part of the grant conditions. If the swap goes forward, Waterford will have to be notified.

All agreed that the current Harbor Master boat is not right for the job, but the police boat would be the right boat.

S. Dinsmore will discuss with the First Selectman.

5. OLD BUSINESS

A. Shellfish Lease Renewal Process/ Londregan Lease Renewal (EL3)-no report

B. Shellfish Management Plan-no discussion

C. Common River Issues Working Group

There is no report-R. Kanter asked that the issue be removed from the agenda.

6. NEW BUSINESS

A. Correspondence-none

7. FINAL COMMENTS-none

8. ADJOURNMENT

MOTION: (Landers/Kanter) to adjourn at 8:298 PM. Vote: Approved Unanimously

Respectfully Submitted

Sue Spang

Recording Secretary

2022 Meeting Dates: October 18, November 15, December 20.

Meetings are conducted on the third Tuesday of the month

*Meetings are conducted on the third Monday of the month

The meetings will start at 7:00

PROPOSED/FOOD FOR THOUGHT

1st ITEM

Our current Harbormaster (Ron Johnson) is resigning for a few reasons but until recently his (without question) #1 issue has been that of no administrative help whether it be from someone on Town Hall or the issue is the job is thankless and he has ZERO admin help. If we could get someone in Town Hall to take over registrations, that would be **HUGE**. Also (take it out of our budget) but get his stipend in the range of \$2,500, that would keep him here. Maybe. He does not need money but to do as much as he is doing for literally nothing is not fair. He is the perfect guy for us and I like and respect him a ton.

| <u>TOWN</u> | <u>MOORINGS</u> | <u>RATE</u> | <u>PAY</u> | <u>ADMIN HELP</u> | <u>NOTES</u> |
|---------------|-----------------|--|------------|------------------------|---------------------------|
| STONINGTON | 420 | \$100 -Comm \$50 - Residential | \$750 | Commission Software | 10 Year Wait |
| BRANFORD | 300 | | | | 20 Miles Shore 19' B/W |
| ESSEX | 200 | Max \$110 | \$750 | Software Town Hall | They Haul & Inspect |
| NEW LONDON | 500 | Free in NL Waterford \$75 New \$50 Renewal | \$500 | Secretary Waterford | |
| NORWICH | 50 | \$50 | \$500 | None | No Work Req'd |
| NIANTIC | 250 | \$25 | \$450 | None | |

SOLUTION(S)

- Increase Rate to \$99 per Mooring
 - Yes, There Will Be Initial Resistance as percentage wise it is a large increase but, look at what you get for \$99.
 - If not \$99, What Should it Be?
- Sign Up for Online Mooring Software
 - Attached is a Proposal from Online Mooring for East Lyme
 - Establish a Wage for Sue Spang to Keep It Current
 - That Way We Have Data for Every Meeting
 - Front Page, Mooring Data, Type of Permits, Application Forms, Phot for Home Page, Lists of Users, Links to Promote, Fee Schedule, Dates & Deadlines, Late Fees, List of Mooring Fields, List of Mooring Inspectors, Town Ordinances, GPS Data, Waiting List, Identity, Insurance Requirements.

PROPOSED/FOOD FOR THOUGHT 2ND ITEM



After a conversation with our current Harbormaster, I sat down with Lt. Mike Macek (ELPD) on 8/30/22 regarding the “Right” application for the boats used by the Harbormaster and the ELPD and they both agree, the current application is pretty crazy. The (2) boats should and need to be swapped.

A couple of weekends ago, there was a horrible crash in Stonington that claimed (2) lives. If that happened here, what would be the better response boat? Earlier, ELPD had to respond to a capsized boat in Niantic Bay and they went out in 4’ seas to pull two guys aboard from an overturned vessel in their little boat. If we have to pull a mooring, we are using an inflatable boat...just as a reminder.

QUESTIONS/IDEAS

- WHO OWNS THE HARBORMASTER BOAT THAT WAS PROCURED FOR HOMELAND SECURITY?
- WHY CAN'T WE SWITCH TECHNICAL OWNERSHIP OF THE TWO BOATS?
- IS WATERFORD INVOLVED IN ANYWAY WITH WHATEVER WE DECIDE?
- THE FEDS SHOULD NOT HAVE ANY ISSUE WITH OUR TOWN MAKING THE SWAP OF KEYS.
- WHY WOULD WE EVEN HAVE TO NOTIFY HOMELAND OF THE SWAP?
- WHERE DOES THAT BOAT TRULY BELONG, FORGET HOW IT WAS PROCURED.

- Harbormaster Boats In Use
 - Stonington has a Boat Exactly Like Our Police Boat
 - Branford Uses a 19’ Whaler

- Solution
 - Transfer Our Current Boat to ELPD and We Get Their Boat
 - Much Better Fit
 - More Economical
 - What Our Current Harbormaster Prefers



Memorandum of Understanding (MOU)

Online Mooring, LLC (Company) provides software products (Product), that the Town of East Lyme, Connecticut (Provider) intends to use to support its harbor management activities.

1. Term.

- a. The Initial Term begins immediately upon execution of this agreement, and lasts until two calendar years later on July 1st.
- b. A Renewal Term begins immediately upon completion of the Initial Term or a previous Renewal Term, and lasts for 12 months.

2. Company Responsibilities

- a. Company will ensure that Product will be accessible to the Internet at least 99.5% of the time.
- b. Company will provide a URL that Provider can use to access its data.
- c. Company will provide Provider with a login that has full access rights to its data.
- d. Company will provide a way for Provider to download its data at any time.
- e. Company will provide Provider support by e-mail during the contract term.
- f. Company will load Provider data that is in CSV format (or a format that can be converted into CSV format) once, as part of the onboarding process.

3. Provider Fees

- a. The Product allows applicants to pay Provider Fees. Provider Fees that are paid using the Product will be credited to the Provider's account.

4. Company Fees**

- a. Rate Schedule
 - i. Company Fees will be charged according to the Rate Schedule included as Appendix A to this document.
 - ii. Company may modify the Rate Schedule at the start of any Renewal Term, with at least 90 days advance notice to Provider. Company may also modify the Online Payment Fee at other times if a Payment Gateway used by the Provider changes their fees.
- b. Allocation between Providers and Applicants
 - i. Provider can specify the percentage of the Application Fee that will be charged to Applicants.
 - ii. Provider can specify the percentage of the Online Payment Fee that will be charged to Applicants.
 - iii. Any fees that should be paid by Applicants, but that are not paid by the end of the month, will be billed to the Provider. If the Applicant later pays those fees through the Product, Company will credit those fees to the Provider.

5. Account Settlement

- a. Company will settle the accounts with Provider each calendar month.
- b. Provider may choose one of two forms of settlement:
 - i. **Option #1:** Net Amount. Using this option, Company will calculate a single amount to settle (per section c): Provider Fees – Company Fees
 - ii. **Option #2:** Separate billing of Company Fees. Using this option, Company will calculate two separate amounts to settle (per section c below): Provider Fees, and Company Fees.

ONLINE MOORING

Memorandum of Understanding (MOU)

- c. Based on the amount to settle:
 - i. If the amount is positive, Company will pay the balance to Provider within 15 days.
 - ii. If the amount is negative, Company will submit an invoice to Provider for the balance, due within 15 days.
- 6. **Provider Responsibilities**
 - a. Provider will use Product to record information about applications, berths, vessels, applicants, and activities under their jurisdiction.
 - b. Provider will provide first level support to its applicants that use the product, and will contact Company to obtain assistance as needed.
- 7. **Advertising**
 - a. Company reserves the right to display advertising within the Product
 - b. Provider has the right to disable any specific ad that it finds objectionable
- 8. **General Terms and Conditions**
 - a. **Cancellation.**
 - i. Provider may cancel this contract at the end of any contract term. To cancel, Provider must notify Company in writing of its intent to cancel, with at least 60 days notice.
 - ii. In the event that Company or Provider do not fulfill their responsibilities as outlined above, the other party may cancel in writing with 60 days advance notice.
 - b. **Assignment.** The Company may assign its rights and responsibilities to a third-party upon written notice to Provider, with 60 days notice.
 - c. **Limitation of Liability.** In no event shall either party be liable to the other, or to any third party for any indirect, consequential, special, incidental, punitive or non-contractual damages or lost profits arising out of or related to this agreement or any services, even if the party has been advised of the possibility thereof. The parties acknowledge that the company has set its prices and that both parties have entered into this MOU in reliance upon the limitations of liability and the disclaimers of warranties set forth herein, and that the same form an essential basis of the bargain between the parties.
 - d. **Disclaimer of Warranties.** For this MOU, all Provider services are provided on an "as is" basis. The company does not make, and hereby disclaims, any and all other express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. The company does not warrant that the services will be uninterrupted, error-free or completely secure.
 - e. **Non-Disclosure.** Both the Provider and the Company agree not to disclose confidential information to anyone else. The confidential information includes any information learned from the other party that is not known to the general public.

ONLINE MOORING

Memorandum of Understanding (MOU)

Appendix A: Pricing Sheet

| | Initial Term | Renewal Term(s) |
|--|--|--|
| Application Fee Each time an application submittal is recorded (whether it was submitted online or offline, whether it was for a first-time application or renewal, wait list or not) | \$6/application | \$6/application |
| Online Payment Fee (optional) If someone pays using the Product, we will charge to cover the payment processing fee. | <u>US harbors:</u> 3.75% + \$0.30 <u>Non-US harbors:</u> 4.75% + \$0.30 | <u>US harbors:</u> 3.75% + \$0.30 <u>Non-US harbors:</u> 4.75% + \$0.30 |
| Training (optional) We offer three 2-hour standard training modules: basic, advanced, and configuration. We also can provide custom training as needed. We can train multiple people at the same time. | <u>Harbor staff:</u> No charge <u>Others:</u> \$75/hr * | \$75/hr * |
| E-mail Support (optional) A "trained user" is an employee of the Provider who has completed the two standard training modules. | <u>Trained user:</u> No charge <u>Untrained user:</u> \$75/hr * | <u>Trained user:</u> No charge <u>Untrained user:</u> \$75/hr * |
| Phone Support (optional) The Premium Support plan allows trained users to call as often as needed. | <u>Trained user:</u> No charge <u>Other:</u> \$75/hr * | <u>Premium Support:</u> \$1,000/yr <u>Other:</u> \$75/hr * |
| Product Configuration (optional) Updates to the way the product works for you, based on capabilities available using the Configuration menu | <u>By you:</u> N/A <u>By OM Staff:</u> No charge | <u>By you:</u> No charge <u>By OM staff:</u> \$75/hr * |
| Data Import (optional) To avoid data Import charges, you can put your data into our standard Excel template, and correct any validation errors identified by that template. | <u>Standard Format:</u> No charge (first-time) <u>Otherwise:</u> \$150/hr * | \$150/hr * |

ONLINE MOORING

Memorandum of Understanding (MOU)

| | | |
|---|---|---|
| Custom Report Development (optional) If you want a report that looks different than any of the existing Online Mooring reports. | \$150/hr * | \$150/hr * |
| Custom Software Development (optional) If you want the products to do something that they don't currently do. | \$150/hr * | \$150/hr * |
| Product Use (optional) - Using any of the features of the product outside of the Configuration Menu | <u>By you:</u> No charge <u>By OM Staff:</u> \$75/hr * | <u>By you:</u> No charge <u>By OM Staff:</u> \$75/hr * |
| Harbor Assist (optional) - Providing an e-mail/phone/mailling address for applicants to use to interact with the Harbor Assist program - Sending communications by e-mail to applicants about how to renew, plus 2 e-mail reminders. Also, we will send a hard-copy mailing to people who have not renewed within 2 weeks of the deadline. - Answering questions from applicants, and referring applicants to Provider staff as needed. - Deposit + record incoming checks - Scan Incoming documents and attach to application. - Review applications for adherence to Provider requirements. Notify applicants about incomplete submissions. - Approve applications according to rules defined | \$12/application ** | \$12/application ** |

ONLINE MOORING

Memorandum of Understanding (MOU)

| | | |
|--|-----------------|-----------------|
| by the Provider (optional) | | |
| Virtual Harbor Master (optional) - Online Mooring will provide a trained harbormaster who will provide decision-making services that can be performed remotely. The exact set of responsibilities will depend on your needs, but could include: - Wait list management - Application approvals - Mooring placement - Interface with mooring service providers - Interface with Provider's management team | TBD | TBD |
| Ad Suppression (optional) To suppress ads from the site, there is a per-application fee. | \$6/application | \$6/application |

* = 1 hour minimum

** = \$600/year minimum charge

ONLINE  MOORING
Memorandum of Understanding (MOU)

| | |
|---|--|
| Provider: | Online Mooring, LLC |
| <u>Julia Elatter</u> | <u>[Signature]</u> |
| Signature | Signature |
| <u>Julia Elatter</u> | <u>Brad Hurley - John Boyel</u> |
| Printed Name | Printed Name |
| <u>Town Manager</u> | <u>Chief Operating Officer - CEO</u> |
| Title | Title |
| <u>8/24/2022</u> | <u>8/25/2022</u> |
| Date | Date |
| <u>111 Howard St Boothbay Harbor ME 04538</u> | <u>76 Pratt St Glastonbury, CT 06033</u> |
| Address | Address |