**Board Members Present:** Mike Snapp, Tony Spakauskas, Jack Andre, Bonnie Blades, Gina Swartwood, Asha Andreas, Ginny Rice, Alyssa Holiday (via Zoom) and Maggie Johnson

**Board Members Not Present:**

**Staff Present:** Rhea Webster – Association Manager

**Property Owners and Guests Present:** Gary Heal

**Call to Order:** Mike Snapp, President of the Board of Directors for the Drum Point Property Owners' Association (DPPOA), called the meeting to order at 11:00 a.m. The meeting was held at 12835 Bay Drive, which has a space large enough to accommodate social distancing recommendations from Governor Hogan as a result of continued concerns over Covid19. All meetings are recorded and held in accordance with Robert’s Rules of Order.

**Approval of Minutes:** Bonnie Blades made a motion to approve the minutes from the October 6th meeting, previously distributed via email. The motion was seconded, and the minutes were approved as written.

**President’s Remarks:** Mike Snapp held his remarks for the Planning Committee report below.

**Office Update:** Rhea Webster reported as follows:

1. Peter Holt, Chair of the Safety Committee, had asked if our insurance policy covers volunteers. A call was made to Sanders Insurance, and the agent advised that if we pay each volunteer a small stipend of $5.00 - $10.00 per month, they can be placed on our policy. Further information is needed with regard to the cost of adding them to the policy and to be certain there are no other options.
2. The newsletter is nearly complete – Ginny Rice contributed an article for the Environmental section, and Mike is working on the President’s page.
3. An updated draft of the Policies and Procedures Manual was sent to the Board via email (Obvious changes, such as misspellings and changes in Board membership, were accepted, including any submitted last year by Jack Andre). Comments regarding substantive changes are included, and additional remarks can be added by anyone who opens the Word document. A PDF was also sent for anyone who does not use Word.

**Committee Reports and Roundtable:**

**Operational/Roads Committee:** Gary Heal reported the following:

1. Drainage repairs are in progress on Lake Terrace per instruction from Calvert County Department of Public Works (DPW). Karl Bowen has removed some trees, and the ground intrusion trench will be cleared. The well caps will be repaired, and blue stone put down. Karl, spoke with Chris Franklin at the DPW, and an extension was given, as the October 31st deadline to have the work completed has passed.
2. A few small dead trees along the Bay Drive Causeway will also be removed. The trees had fallen into the water as a result of summer storms.
3. Drainage between two houses on Deer Drive:
   1. An adjacent property owner was concerned that a recently repaired septic system might be leaking, and the DPPOA office submitted a report online to Calvert County Department of Environmental Health. A subsequent site visit revealed that this is not likely the case as there is no odor and the “sludge” appears to be primarily clay.
   2. Work done on a retaining wall a number of years ago was done by the property owner at the time and is not an issue to be addressed by this Association.
4. Most of the grass trimming along the rights-of-way is finished for the year. Both Joe Bateman and Robert Oyaski may be tasked in the spring.

Asha Andreas reported that there may be damage on the new asphalt as one approaches the Bay Drive Causeway from Lake Drive. Large trucks are moving along the Causeway, and a sign, advising of a 10-Ton weight limit is on order to replace one that went missing. Gary will inspect the area to see if any repair is needed.

Maggie Johnson asked if bushes could be cut back at the intersection of Barreda Boulevard and Rousby Hall Road. Barreda Boulevard is county maintained, and Rousby Hall Road is a state highway. A call will be made to State Highway to ask if trimming can be scheduled.

**Finance Committee:** The Balance Sheet and Profit and Loss Statements were distributed via email and made available at the meeting. The legal expense item will be over budget, due to the request for a written opinion from our attorney regarding the granting of Quit Claims. The cost of the written opinion was $3,825. The By-laws allow for a 15% overage on the main budget category. All other expenses are within budget.

**Environmental Committee:** The following was noted:

1. Bonnie Blades stated that this year’s Phragmites treatment, including on Lake Terrace, which had been missed in previous years’ treatments, was completed at a cost of $600. The dead canes can be removed in the spring.
2. Ginny Rice reported that her article for the newsletter focused on another invasive plant species known as Nandina Domestica (Heavenly Bamboo). It is listed as a tier-two level species, which requires landscapers and nurseries to notify purchasers of its invasive nature. It is recommended that Winterberry, which is native to this area, be planted instead.

**Safety Committee:** Jack Andre reported that he and Peter Holt changed the batteries and chips on the cameras. One of the solar panel cables had to be replaced. A separate cable cannot be purchased, so two solar panels were ordered (one for future replacement as needed). Rhea reviewed the chips, and no unusual activity was observed.

**Welcome Committee:** Rhea Webster reported that four of the five welcome buckets were distributed to new property owners. Supplies are ready for additional buckets to be assembled, and she will send a message to Asha Andreas and Gina Swartwood to schedule a day for them to come to the office.

**Planning Committee:** Mike Snapp reported the following:

The proposal received from Coastal Design was discussed at the October Board meeting. As a result of that discussion, an updated list of requests was sent to Scott Hardaway at Coastal Design. The Board made several requests, including an assessment of the impact on adjacent properties and options for the Drum Point Club to consider if they wish to address erosion on a portion of their beach located immediately to the south of the community beach. The requests made by the Board did not cause an increase in the price of the study. Therefore, Mike asked that the Board approve Tasks 1 and 2 of the proposal at a cost of $10,000 [included in the budget for the current fiscal year].

**Motion:** Tony Spakauskas made a motion to accept Tasks 1 and 2 of the proposal from Coastal Design at a cost of $10,000. The motion was seconded and passed unanimously.

The proposal will be sent to Mr. Hardaway with a cover letter stating that the approval is for Tasks 1 and 2 only. Mike will speak with the Drum Point Club with regard to any options they may wish to consider.

**Old Business: Quit Claims:**

A request to Tom Schild, attorney for the Association, for a written opinion on the granting of Quit Claims. Mike and Rhea also spoke with Mr. Schild Thursday, November 5th.

1. In 1993, the Drum Point Road and Community Services Company deeded all property to the DPPOA. The language in the deed includes verbiage regarding a strip of property along the water, including the Bay, the river and all inlets and lakes, that is owned by the DPPOA. The deed states that these areas transfer to the DPPOA and are “subject to the interest of others.”
   1. Mr. Schild interprets “subject to the interest of others” to mean that strip of land is held by the Association in perpetuity and provides the community with access to the water. Ownership and access by property owners does not just “go away” regardless of any Quit Claims that have been granted.
   2. There are easements in Drum Point that allow residents to access this strip of property along the waterfront. However, they cannot traverse private property to gain this access.
   3. According to Mr. Schild, the structures built on these areas, regardless of when they were built are effectively on DPPOA property, which means the Association may have liability for repair or injury. Liability lies with the owner of the property on which the structure was built:
      1. Structures built on lots that were issued a Quit Claim for the transfer of property are not owned by the DPPOA. These structures are owned by the adjacent property owner who was granted the full quit claim.
      2. Structures built without any Quit Claim or with a Quit Claim for Riparian Rights only are owned by the DPPOA, as the structure emanates from DPPOA property (the strip of land).
   4. Mr. Schild recommends we try to transfer full ownership to property owners. Individual owners would have to accept the transfer, however, and cannot be compelled. The community would have to approve the release of these areas to individual owners, as the law states that access cannot be relinquished otherwise.
2. The following was noted:
   1. The wording is different in various Quit Claims and must be updated for consistency and include:
      1. The ability for property owners and residents to be able to access the water, across the strip of land owned by the Association.
      2. The acceptance by the property owner of liability for repair and injury should the need arise.
   2. When a property owner requests a Quit Claim, the difference between a full Quit Claim and one for Riparian Rights will be explained. Once the wording has been updated, a Quit Claim for Riparian Rights only can be issued with Board approval. If they wish to have a full Quit Claim, approval will have to wait until a regularly scheduled meeting of the general membership.
   3. The insurance company will be contacted with regard to the possible need for liability coverage for these structures.
   4. Mike will ask for input from John Norris, Attorney for Calvert County.
   5. The community will be kept informed about this issue.

**New Business:** None scheduled

The next Board meeting will be held on Tuesday, December 1, 2020 – tentatively off site at 1:00 p.m. With no further business to discuss, the meeting adjourned at 12:30 p.m.