



**Cheshire Forest Homeowners Association**  
500 Cheshire Forest Drive  
Chesapeake, VA 23322  
**Regular Meeting of the Board of Directors**

**Meeting Minutes**  
February 18, 2025

According to Article XI, Section I of the Cheshire Forest Homeowners Association By-Laws, a regular meeting of the Board was held on Tuesday, February 18, 2025, at 500 Cheshire Forest Drive, Chesapeake, VA 23322.

The President, Mrs. Karol, opened the meeting at 6:05 p.m.

- **Board Members Present:** Mr. Orbison, Vice President; Mr. Heinecke, Treasurer; and Directors Mr. Granata, Mrs. McKlveen and Mr. Szpara were in attendance constituting a quorum.
- **Board Member Absent:** Mr. Graham
- **United Property Associates:** Represented by Jennifer Jacobsen

*Mrs. Karol motioned for the Board to move into an Executive Session to discuss Compliance Violations, the Delinquency Report, and Contracts. The motion was seconded by Mr. Orbison and unanimously approved by all board members present.*

The Open Session was reconvened at 7:09 pm.

**Business Brought out of Executive Session:**

Due Process Decisions:

- 2025-15 - "Please comply" letter will be sent.
- 2025-03 - Assessments paused until end of April 2025.
- 2025-16 – Deemed now in compliance.
- 2025-08 - Deemed now in compliance.
- 2025-10 - Deemed now in compliance.
- 2025-11 - More information requested from City.
- 2025-09 - Complied with submission of application.

*Mrs. Karol moved to approve the January 21, 2025; Minutes of The Regular Meeting of the Board of Directors as written; The motion was seconded by Mrs. McKlveen and unanimously approved by all board members present.*

*Mrs. Karol moved that the agenda be adopted as written. The motion was seconded by Mr. Heinecke and unanimously approved by all board members present.*

**Member Forum:** 2 members present.

**Committee Reports:**

- **Architectural Committee:** Mrs. Karol noted that the ACC documents have been amended to correct minor errors, and a meeting with the ACC committee has been requested for approval of the changes.

- **Pool Committee:** Mrs. Monnikendam sent the 2025 pool rules to the board for review and approval and the new pool pass system was presented and reviewed. It was noted that the Pool Committee met on Thursday, February 13, February 2025. The minutes of that meeting are attached (Appendix A)

**Financial Report:** The report provided to the Board by Mrs. Jacobsen was reviewed.

**Managers' Report:** The report provided to the Board by Mrs. Jacobsen was reviewed.

**Operating Schedule:** Was reviewed

*Mrs. Karol motioned to accept the proposal submitted by AAA Pool Services Co. Inc. for pool management services for 2025 in the amount of sixty-eight thousand and five hundred dollars (\$68,500) as written. The motion was seconded by Mrs. McKlveen and unanimously approved by all board members present. (Appendix B)*

With the agenda completed, the meeting was adjourned at 8:55 pm.

The next regular board meeting is scheduled for Tuesday, March 18, 2025.



Matt Graham, Secretary



Erin M. Karol, President

## Appendix A



### CHESHIRE FOREST HOMEOWNERS ASSOCIATION

#### MEETING MINUTES Special Meeting of the Pool Committee **13 February 2025**

According to Article XI, Section 1 of the Cheshire Forest Homeowners Association By-Laws, a special meeting of the Pool Committee was held on Thursday, February 13, 2025, at 500 Cheshire Forest Drive, Chesapeake, VA 23322.

The meeting opened at 6:00 p.m. Mrs. Monnikendam, Jane McKlveen, and Mrs. Von Tersch were in attendance.

The Pool Committee members met to discuss pool passes.

With the agenda completed, the meeting was adjourned at 7:00 pm.

## Appendix B: Signed Pool Management Contract



- Service
- Integrity
- Satisfaction

Phone: (757) 499-5852

Fax: (757) 499-3628

Southside, Peninsula  
& Williamsburg

Complete & Comprehensive Renovations • Professional Pool Management • Custom Brick & Tile  
Fiberglass Pool Resurfacing, Excellent Warranty • Filters and Chlorinators • Design & Engineering

Dear Cheshire Forest Homeowners Association:

AAA Pool Services, Inc. is pleased to offer you the attached 2025 Professional Pool Management proposal. As a returning customer we would like to take this opportunity to thank you for your continued business relationship. We truly appreciate your business and look forward to continuing to provide you unmatched service and value.

Also as a returning customer, you are keenly aware of the challenges we have faced the past few years. Anticipating an improving but still tight labor market in 2025, I am again keeping firm control on the size of our management program. My commitment to our current customers is that I am continuing to not offer proposals to new customers until labor market conditions have returned to normal. As such, please note the sign by date of December 1, 2024 to ensure your spot in our 2025 management profile.

Unless otherwise noted, the new contract price has been calculated using the 2024 hours of operation. As with pretty much any industry, we have experienced dramatic upwards pressure on many of our most significant costs, including wages, insurance, and chemical/material prices. The 2025 price includes recognition of those costs. I have worked with many customers to reduce low-usage pool hours, which not only has the benefit of reducing the proposal price, but decreases the number of lifeguards needed. Please let me know if you would like to review the schedule in this proposal.

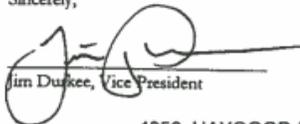
Please note that local public schools are beginning to change to opening the week before Labor Day. The schedule attachment notes that there may be service disruptions that week. The 2025 proposal price includes significant wage increases for our employees to bring us back to the top of the market for lifeguard wages. AAA Pool Services has always made a commitment to recruit, train, and hire only local lifeguards. To remain competitive for the best talent available it is necessary to offer above market wages. Lifeguards are our product and we aim to provide the best available!

We believe the 2025 proposal continues to represent a tremendous value while remaining competitive in the marketplace. When you choose AAA Pool Services, Inc. as your pool management company, you are getting much more than simply lifeguards on deck. Not all of the value of our management contracts is specifically itemized in our contract verbiage. Take a look at what else you get when you contract with AAA Pool Services, Inc.

1. Trained, certified, and professional lifeguards, along with a continuous summer in-service program that fortifies our "Water Safety First" policy. We use local lifeguards who in most cases are trained at our AAA Pool Services provided free American Red Cross lifeguarding classes.
2. Open lines of communication that include an office location open 8am - 6pm 7 days a week during pool season, and an assigned supervisor available by cell phone. "Talk to a real person and not a recording."
3. Blanket supervision superior to any others available in the area. Our professional supervisors all have multiple years of experience in pool management and visit each pool multiple times a week.
4. Our office management staff is the most experienced and capable group in the area.
5. Local ownership. "The buck stops here."
6. A 7-day-a-week service department that keeps your pool running and treats our management customers as an absolute priority.

At AAA Pool Services, Inc., management pools are our #1 priority. We look eagerly toward another successful summer swim season in 2025 and to maintaining the partnership we have built with you.

Sincerely,



Jim Durkee, Vice President

4856 HAYGOOD ROAD, SUITE 103 • VIRGINIA BEACH, VIRGINIA 23455

- Service
- Integrity
- Satisfaction

# AAA POOL SERVICE, INC.

**SOUTHSIDE, PENINSULA & WILLIAMSBURG**

## SWIMMING POOL MANAGEMENT AGREEMENT

THIS AGREEMENT, made this 18<sup>th</sup> day of August, 2024 between **Cheshire Forest Homeowners Association**, hereinafter called "Owner", and **AAA Pool Service, Inc.**, hereinafter called "AAA", shall provide for the operation and management of Owner's swimming pool on site as follows:

### SECTION 1. HOURS OF OPERATION

AAA shall operate the aforementioned swimming pool from May 23, 2025 through, and including, September 7, 2025. Daily pool operation hours shall be per the attached schedule (see page 3).

### SECTION 2. PERSONNEL

- A. AAA shall employ all personnel for work under this Agreement.
- B. AAA shall be responsible for all payroll wages, taxes and insurance requirements for such personnel.
- C. AAA shall provide at least one (1) manager or one (1) assistant manager and additional lifeguards per attached schedule. AAA requires management and lifeguard personnel to be Red Cross certified or the equivalent. Additionally, management personnel are required to have swimming pool operator's permits and any other certificates as required by the local health departments.
- D. AAA may add additional lifeguards for safety reasons; if patron load demands, patron safety will prevail. The owner agrees to pay for additional lifeguard services. Patron load demand will be governed by the 10/20 second rescue time standard.
- E. This Agreement is based on current federal and state minimum wage and benefit requirements. Any change shall require AAA and Owner to reach a new agreement to cover additional costs.
- F. Owner agrees to provide security to protect AAA employees in the event any AAA employee is actually threatened or perceives to be threatened with bodily harm or harm to their personal property by any resident or guest. AAA shall remove its employees until such security is in place. This security shall be approved by AAA and at no expense to AAA.

### SECTION 3. COMPENSATION TO AAA POOL SERVICE, INC.

The Owner agrees to pay AAA the annual amount of \$68,500.00 for services outlined in this Agreement. Such payment shall be rendered in installments in the amounts and on the dates indicated in the following schedule:

Jan. 1, 2025	May 1, 2025	June 1, 2025	July 1, 2025	August 1, 2025	Sept. 1, 2025
\$2,000.00	\$16,400.00	\$16,400.00	\$16,400.00	\$16,400.00	\$900.00

Owner shall pay AAA a monthly periodic rate of 1.5% finance charge on any installment 30 days or more past the stipulated due date. Non-payment is deemed a breach of contract and AAA may, at any time, remove all personnel without prior written notice to the Owner. In the event collection proceedings become necessary, Owner agrees to pay all attorney's fees and related costs. Collections shall be handled through the City of Virginia Beach courts. Please note that payments made by credit card will incur a 5% handling fee.

### SECTION 4. UTILITIES

Owner shall provide telephone service, water, electricity and gas, if necessary, for the operation of the pool and shall be solely responsible for the payment of all aforementioned services and utilities.

### SECTION 5. POOL OPENING

AAA shall prepare the swimming pool for opening by completing the following basic services:

- A. Arrange required health and electrical inspections and provide payment for permits.
- B. Inspect the pool and plumbing and recommend any repairs.
- C. Check equipment and facilities to ascertain in good working condition.
- D. Install diving boards, ladders, and guard chairs. Report any defective anchors to Owner.
- E. Install Owner's chlorinator and/or chemical feed pump.
- F. Order, utilize and store necessary chemicals, if AAA is responsible for chemicals.
- G. Fill pool from existing fill spout.
- H. Cooperate with any contractors in readying pool for operation.
- I. Have pool in operational condition before opening date barring any condition beyond AAA's control.
- J. Prepare bathhouse for use.
- K. From April 15, 2025 through, and including, June 15, 2025, AAA shall be expressly allowed to perform all necessary work and provide all necessary supplies to meet safety codes and to pass health and electrical inspections. Additionally, AAA shall stand necessary inspections for all regulatory agencies and obtain certificates and permits as required.
- L. AAA assumes the pool was maintained during the fall, winter and spring months. AAA will activate the pool, shock the pool once, vacuum twice and clean the skimmers. Any additional cleaning shall be identified and the Owner shall be notified of any additional cost. Please NOTE: A drain and clean price is **NOT** included in this contract. Drain and cleans will be at an additional cost and AAA shall advise the Owner prior to commencement.

### SECTION 6. POOL MAINTENANCE

AAA shall be responsible daily for the following maintenance:

- A. Inspect equipment to insure in proper operating condition.
- B. Determine water purity is in conformity with health standards.
- C. Maintain records required by the local health department.
- D. Determine AAA and Owner agreed upon pool regulations are being followed.
- E. Clean restrooms, bathhouses and office. Replenish paper supplies.
- F. Vacuum and clean pool one (1) hour prior to daily opening.
- G. General cleaning of surrounding pool area.

### SECTION 7. CHEMICALS

AAA shall supply all necessary chemicals needed to meet health department regulations. AAA shall balance alkaline and calcium hardness three times a season. Owner shall be billed for any additional need for treatments.

**SECTION 8 REPAIRS**

Routine minor repairs to the equipment shall be considered part of the basic maintenance service. Routine is defined as tasks that AAA's on-site lifeguard staff can perform and complete in less than one-half hour with tools or equipment normally available at the pool site. AAA shall advise Owner of recommended repairs beyond the basic maintenance services. At the Owner's request, AAA shall arrange for the necessary work to be done and bill the Owner separately.

AAA shall have the authority to complete any repair that might interfere with the timely opening or continued operation of the pool at service rates of \$120.00 per hour plus materials. Owner shall be billed separately for service and materials. AAA shall make all reasonable efforts to notify Owner of the necessary work, however, time restraints may dictate that Owner be notified after the completion of the work. AAA shall be held harmless and not responsible for any damage sustained as a result of the pool being empty of water.

**SECTION 9. EMERGENCY CLOSING OF POOL**

The Owner and/or AAA may close the pool at any time due to inclement weather, breakdown of equipment, or for other causes outside Owner or AAA's control. AAA may reduce staff or pool operation hours at its discretion due to inclement weather. It is AAA's policy to close pools upon issuance of excessive heat warnings, tropical storm warnings, tornado warnings, or hurricane watches. Any preparation before, or clean up after, an unusually harsh storm shall be at additional cost. AAA shall not be held responsible for damage as a result of storms or other causes outside its control unless the damage is a result of AAA's negligence. Owner must notify AAA, in writing, of such negligence damage within 10 days of occurrence of damage.

**SECTION 10. CLOSING AND WINTERIZATION OF POOL**

AAA shall perform the following to close and winterize the pool.

- A. Prepare an accurate inventory of equipment and supplies to be stored on pool premises.
- B. Drain and lubricate all pumps as required.
- C. Store diving boards, ladders and guard chairs.
- D. Uncover and drain strainer and chemical feeders.
- E. Drain and store hoses.
- F. Drain all re-circulating and vacuum lines.
- G. Inspect equipment, machinery and pool plumbing.
- H. Backwash and drain filters.
- I. Drain all bathhouse fixtures.
- J. Drain drinking fountains.
- K. Clean and remove all skimmer baskets.
- L. Store testing and first aid equipment.
- M. Clean and store chlorinator.
- N. Open to 1/2 maximum all required valves.
- O. Install Owner furnished winterizing equipment.
- P. Notify Owner upon completion of pool closing and recommend necessary repairs.
- Q. AAA bears no responsibility for winter freeze damage or excess water or electrical consumption after the earlier of completion of pool closing or November 15, 2024.

**SECTION 11. LIABILITY INSURANCE WAIVER**

- A. AAA shall provide Certificate of Insurance on request, indicating coverage amounts for general liability and Workman's Compensation.
- B. Owner shall maintain general liability insurance on the pool facility to be in full force throughout the term of this Agreement.
- C. Owner hereby releases and agrees to save AAA harmless from any loss, injury, or damage to any person or property sustained as a result of use of the swimming pool, mechanical failure or damage to the swimming pool due to faulty construction or defective workmanship, or due to Owner's failure to maintain the swimming pool and related facilities up to the standards of OSHA as set forth by the federal and state agencies, except where caused by the negligence of AAA or its agents or employees.
- D. Owner hereby waives the right of subrogation because of injury to any of Owner's employees arising out of the offering of assistance by Owner's employees to AAA or any of its agents or employees.
- E. AAA reserves the right to assign this Agreement, as AAA deems necessary.

**SECTION 12. WORKMAN'S COMPENSATION INSURANCE**

- A. AAA shall obtain and pay for Workman's Compensation Insurance.
- B. AAA shall be responsible for filing accident reports with its workman's compensation insurance carrier.

**SECTION 13. ADDITIONAL OPERATIONAL SERVICES**

- A. Owner shall furnish all cleaning equipment, to include but not limited to, hoses, mops, brushes, brooms, buckets, etc.
- B. Owner shall furnish all locks and keys. Owner may request AAA provide the locks and keys at the Owner's expense.
- C. AAA reserves the right to solicit for employees on-site with a placard not to exceed two foot by three foot.

**SECTION 14. TITLES TO SECTIONS HEREIN ARE FOR CONVENIENCE ONLY AND SHALL NOT AFFECT OR LIMIT ANY PROVISION OF THIS AGREEMENT.**

**SECTION 15. OTHER PROVISIONS**

- A. AAA reserves the right to reduce hours/staff after August 11, 2025 due to low patron usage, lifeguard shortages, and/or secondary/post-secondary school schedule changes, subject to Owner notification.
- B. AAA will furnish normal supervisory support (i.e. "on call supervisor") until 9 PM, operational hours after this time will require Owner to provide a designated pool committee member or Security service telephone number to enter in AAA pool operation log to handle patron problems after this time.
- C. Owner acknowledges that any lifeguard(s) hired by the Owner or others Authorized by the Owner for after hour parties or events are expressly not AAA employees and fall under the Owner's Liability and Workman's Compensation Insurance. Additional lifeguards staffed by AAA shall be billed to Owner at a rate of \$30 per hour, per lifeguard for after hour events, and \$40 per hour, per lifeguard for events during contracted hours. Events before June 16, 2025 or after August 11, 2025 are subject to lifeguard availability.

IN WITNESS WHEREOF, this Agreement shall be in full force and effect from the date the duly authorized officers and/or agents of the contracting parties present themselves and sign said Agreement. Signing parties acknowledge and agree to the terms and conditions as set forth herewith in this Agreement, together with any attachments or addendums.

AAA shall not be bound hereunder if this Agreement is not signed and returned to AAA by the Owner/Agent of Cheshire Forest Homeowners Association on or before December 1, 2024.

AAA POOL SERVICE, INC.  
4856 Haygood Road, Suite 103  
Virginia Beach, Virginia 23455  
(757) 499-5852; FAX (757) 499-3628

Cheshire Forest Homeowners Association  
c/o United Property Associates  
301 Bendix Rd, Suite 300  
Virginia Beach, Virginia 23452  
(757) 497-5752; (FAX) (757) 497-9133

By: [Signature] 8.19.24  
(Signature) Date  
J. DUBRETT VP  
(Please Print Name and Title)

By: [Signature] 2.18.25  
(Signature) Date  
Erin M. Karol President  
(Please Print Name and Title)

AAA IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE POOL AS A RESULT OF HIGH GROUND WATER OR HYDROSTATIC PRESSURE

**Cheshire Forest Homeowners Association**  
**2025 Management Agreement Guard Schedule Attachment**

	<b>BEGIN</b>	<b>END</b>	<b>#GUARDS</b>	
<b>Daily SCH #1</b>				
<b>May 24 - September 7</b>	10:00 AM	11:00 AM	2	Cleaning
Saturday, Sunday, Holiday	11:00 AM	8:00 PM	2	Open
<b>Daily SCH #2</b>				
<b>May 24 - September 1</b>	10:00 AM	11:00 AM	2	Cleaning
Monday - Friday	11:00 AM	8:00 PM	2	Open
<b>Daily SCH #3</b>				
<b>May 23 and September 5</b>	3:00 PM	4:00 PM	2	Cleaning
Friday	4:00 PM	8:00 PM	2	Open

*Service disruptions are possible Aug 25 - Aug 29 due to revised public school schedules*

AAA Initials 

Owner Initials \_\_\_\_\_