

Spartan Alumni Rowing Association

Meeting Minutes

May 20, 2009

I. Call to order

Doug Rathburn called to order a meeting of the Board of Directors of the Spartan Alumni Rowing Association at 8:40PM on May 20, 2009 via teleconference.

II. Roll call

The following persons were present: Tim Marcovy, Fraser Hewson, Tom Hudak, Brian Chorney, Dan Bachmann and Doug Rathburn. Quorum was reached.

III. President's Report

- Alumni regatta was a success.
- Dedicated 3 SARA shells:
 - *Survival* (Ken Germ wooden single)
 - *sustain* (2009 Hudson midweight+ single)
 - *kaizen* (2007 Pocock midweight pair/double)
 - Case Crew dedicated two of their eights:
 - *Tim Marcovy* (2005 Resolute midweight 8+)
 - *Chris Sheridan* (2001 Vespoli midweight 8+)
- Keeping the web page updated
 - Nearly 4,000 photos uploaded
 - Almost every regatta result since the team's founding has been added

IV. Treasurer's Report

- Cash balance \$5,735.
- Minor expenses expected in near future with
- All boats are fully paid off
- Insurance is paid for year
- Rack rents \$900 in 2009 (total due is \$362) to be paid for rack rents, \$250 still to deposit
- Doug received verbal for \$1000 from Mark Handloff

V. New Business

- Lesley University is liquidating their equipment
 - 2007 Vespoli 36' galvanized trailer is being sold. New it was \$12,000 (Lesley U. sent copy of original invoice - **attached**)
 - Selling for \$7,500 (**Bill of Sale attached to minutes**)
 - Brian inspected trailer himself and it's in perfect condition expect the tongue jack was broken off and welded back on.
 - The team did not travel much so it doesn't have many miles on it.
 - We believe there is still 2.5 years left on the warranty
 - Tim feels this is the right size trailer: every piece of equipment Case and SARA owns will fit on the trailer. Plus accounting for future growth this should be

enough. Huge traveling squads from WRRRA never need more than 9 shells. Even if the team wanted to take more shells they could always take this trailer plus throwing a shell on another team's trailer if needed.

- SARA is really the only viable option for owning a trailer for the team due to title and insurance reasons.
- Inspection required every year or so. Need to title it, get it insured and get plates. Tim volunteered to handle all local arrangements.
- Truck rental companies require person to be over 25. Most likely university insurance (if the university owned the trailer) that person would need to be a student.
- Discussion about pros and cons for having trailer being owned by university vs. SARA
- Trailer most likely would require sales tax in OH. 7%
- Proposed rack sponsorship levels: \$1,000 top rack, \$650 middle racks, \$350 bottom racks
- Tim to find out cost for maintenance
- **UPDATE week of May 25th via email**
 - Tim determined from WRRRA that annual expenses would be less than \$500 per year
 - Also, since the trailer weighs less than 3000 pounds the state of Ohio does not require a title, just proof of purchase/ownership
 - Board voted to proceed with fundraising and purchasing the trailer if enough funds were raised
- **UPDATE June 20, 2009**
 - \$8,000 was raised (\$6,000 from new alumni donations and \$2,000 from existing SARA funds) to purchase the trailer
 - Resolution to purchase trailer is attached at the end of the minutes
- **UPDATE August 9, 2009**
 - Patty Wolford picked up the trailer in Boston and drove it back to Cleveland. SARA will reimburse her expenses.
- CRF is sponsoring an 8-week youth camp for kids that already row.
 - CRF doesn't own any equipment and would like to lease our four
 - CRF allotted \$1000-1500 for equipment leasing
 - Aaron Marcovy will be head coach
 - SARA most likely to assume liability
 - Tim to forward more details to Board via email

VI. Adjourn

- Dan moved to adjourn the meeting at 9:52pm, Tom seconded and the motion passed unanimously.
- Minutes submitted by Doug Rathburn.

Bill of Sale

BE IT KNOWN that Lesley University, a 501(c)(3) not-for-profit Massachusetts corporation (hereinafter referred to as "Seller") with an address of 29 Everett Street, Cambridge, MA 02138, County of Middlesex, State of Massachusetts, for good consideration, and in payment of the sum of seven thousand five hundred and 00/100 (\$7,500.00), receipt and sufficiency of which are hereby acknowledged, on this 15th day of June, 2009, do hereby grant, convey, sell and transfer to Spartan Alumni Rowing Association (hereinafter referred to as "Buyer"), residing at 1948 Carter Road, Cleveland, County of Cuyahoga, State of Ohio, and Buyer's lawful successors, executors, heirs and assigns forever, the following item(s):

One (1) boat trailer VIN 100KKCJB07G004550 MO Trailer Model MO-36V Year 2007

Payment

The total purchase price of the Vehicle is seven thousand five hundred and 00/100 (\$7,500.00).

Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

- Seller is the lawful owner of the Vehicle with the full legal right and authority to enter into the transactions contemplated hereby and to sell, transfer and convey the item(s) in accordance with the terms hereof;
- The transfer of the item(s) is rightful;
- The item(s) have a good and marketable title;
- The item(s) are free of all liens, encumbrances and liabilities whatsoever, and is free and clear of any lawful/adverse claims of any person whomsoever;
- Seller shall diligently defend, protect, indemnify and hold harmless Buyer and Buyer's lawful successors, executors, heirs and assigns from any and all adverse claims made against the item(s) by any persons whomsoever; and
- To the best of Seller's knowledge, the information and facts disclosed herein with regard to the item(s) are true and correct in all material respects.

Seller's Warranties

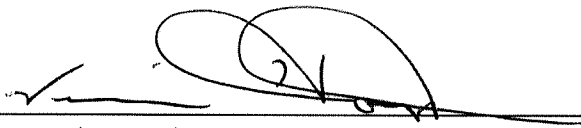
Seller hereby notifies Buyer, and Buyer hereby acknowledges and agrees, that the item(s) are being sold "as is" or with the following warranty by checking or initialing the following:

 X "As is" without warranty of any kind, either express or implied, regarding the condition of the item(s). There are no warranties that extend beyond the description on the face hereof. Buyer has the right to inspect the item(s) at any reasonable place and time and in a reasonable manner before the payment for or acceptance of the item(s). Seller assumes no responsibility for any repairs regardless of any oral statements made about the item(s).

(over)

IN WITNESS WHEREOF, Seller and Buyer have hereto set their hands to this Bill of Sale on this, the 15th day of June, 2009.

Signature of Seller

Signature of Seller: 

Print Name of Seller: William Hoyt

Signature of Buyer

Signature of Buyer: _____

Print Name of Buyer: _____

Signature of Notary

Commonwealth of Massachusetts

County of _____

On _____, before me, _____, appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

Affiant _____ Known _____ Produced ID

Type of ID _____

(Seal)

VESPOLI World's Fastest Racing Shells

Vespoli USA, Inc.
 385 Clinton Avenue
 New Haven, CT 06513
 Tel:(203)-773-0311
 Fax:(203)-562-1891

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INVOICE DATE 12/31/2006
 INVOICE NO 37061

S LESLCO
 O STANLEY VIEIRA
 L LESLEY UNIVERSITY
 D ATHLETIC DEPT/ATTN: CREW
 29 EVERETT STREET
 T CAMBRIDGE, MA 02138
 O

S LESLEY UNIVERSITY
 H ATHLETIC DEPT/ATTN CREW
 I 29 EVERETT STREET/KEVIN MURPHY
 P CAMBRIDGE, CA 02138
 T
 O

NET DUE 12,560.00

SLS1	DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
	12/31/2006	00037061	11/22/2006	12/31/2006	

TERMS DESCRIPTION	CUSTOMER PO NUMBER	SHIP VIA
ON RECEIPT	P.O. 0156717	VESPOLI STAFF

ITEM ID	TX CL	UNIT	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
TR099	1	EACH	1.0000	1.0000	10,000.0000	10,000.00
36 FT. BOAT TRAILER TRANSPORTER						
TR108	1	EACH	1.0000	1.0000	440.0000	440.00
FULL FLOOR - 36' TRAILER						
TR112	1	EACH	1.0000	1.0000	345.0000	345.00
REAR LIGHT BAR PAINTED						
TR103	1	EACH	1.0000	1.0000	175.0000	175.00
SPARE TIRE AND RIM 15" TRANSPORT						
GOSHEN IN TO BOSTON MA	0	EACH	1.0000	1.0000	800.0000	800.00
TRGAL	0	EACH	1.0000	1.0000	800.0000	800.00
GALVANIZED FINISH 36'						
	0		.0000	1.0000	.0000	0.00

TERMS: P.O. #0156717 RECEIVED
 BALANCE DUE NOW \$12,560

Vespoli USA, Inc. warrants its products to be free from defects in material and workmanship for five years from the time of shipment. No other warranty or guaranty of any kind of nature, expressed, or implied is made. Our warranty does not apply to products improperly stored or installed, damaged in transit, your misuse, neglect, accident or improper maintenance, or any repair or modification without our prior written approval. In the event of any claim under this warranty or otherwise with respect to our products, our entire liability and your exclusive remedy shall be the repair or replacement by Vespoli USA Inc., or the refund of the purchase price paid by you. All warranty work will be done by us at such locations as we designate and all related packing, shipping and transit charges shall be your responsibility.

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	12,560.00	0.00	0.00	0.00	12,560.00
PRIOR INVOICES	0.00	PREPAYMENT	0.00	NET DUE	12,560.00

ACTION TAKEN BY THE
BOARD OF DIRECTORS
SPARTAN ALUMNI ROWING ASSOCIATION

WHEREAS, the Board of Directors of the Spartan Alumni Rowing Association (“SARA”) has previously authorized a purchase of a boat trailer for the use of the CWRU Crew Club from Lesley University of Cambridge, Massachusetts (“Lesley”); and

WHEREAS, the check for the payment of the purchase price must be delivered to Lesley, and the bill of sale and other related documents must be executed by someone duly authorized to do so on behalf of SARA; and

WHEREAS, it is expeditious for SARA to designate its Secretary, Brian Chorney, to take such actions on behalf of the Corporation; now therefore,

BE IT RESOLVED, pursuant to Art. II, Sec. 10 of the Code of Regulations, by the unanimous action of the Board of Directors, that:

1. Brian Chorney, Secretary of the SARA, be and hereby is empowered to deliver the check to the proper party at Lesley University in payment of the purchase price for the boat trailer to be purchased from said University; to execute the bill of sale and all such other documents, and to do such things as are necessary and proper to consummate that purchase.
2. The affixing of an electronic signature to this resolution by the Directors of the Corporation shall be effective as a signature of said director.

/s/ Dan Bachmann
DAN BACHMAN

/s/ Brian Chorney
BRIAN CHORNEY

/s/ Fraser Hewson
FRASER HEWSON

/s/ Tom Hudak
TOM HUDAK

/s/ Tim Marcovy
TIM MARCOVY

/s/Doug Rathburn
DOUG RATHBURN

CHRIS SHERIDAN

DATE: July 20, 2009