

MINUTES
SANDYCOVE ACRES HOME OWNERS' ASSOCIATION
BOARD OF DIRECTORS MEETING

February 5, 2019

Present: John Bicknell, President; Sharon Raycraft, Vice-President; Ted Gemmell, Treasurer; Pat Porth, Secretary; Paul Martel; Linda Morris; Anne White

Absent: Diane Elliott; Dennis Rodgers

MINUTES OF JANUARY 8, 2019 MEETING

Accepted as circulated, by motion of **Martel/Morris**.

TREASURER'S REPORT

SCA Home Owners' Association Financial Statement

January 31, 2019

	<u>Expenses</u>	<u>Income</u>	
Opening Balance			<u>\$13830.99</u>
Membership fees		\$145.00	
Bank fee	4.00		
S Raycraft	60.34		
P Martel	328.75		
Total	<u>\$393.09</u>	\$145.00	- \$ 248.09
-\$4.00			
Bank Balance 2019/01/31			<u>\$13582.90</u>
RBC 18 month non-redeemable GIC @1.7% invested Oct. 10/17			\$ 20,000.00
RBC 18 month non-redeemable GIC @2.0% Invested Feb. 7/18			\$ 10,000.00
<u>Total Funds as of 2019/01/31</u>			<u>\$ 43582.90</u>

Note: 2018-2019 Fiscal year (May – Apr)

Income	3185.00
Expenses	<u>3745.60</u>
	- 560.60

Gemmell noted he holds funds of \$720 still to be deposited. Report accepted by motion of **Porth/Morris**.

BILLS FOR PAYMENT

Morris \$429.40 for Open House, some to be recompensed due to sale of wine; White for Open House, \$86.67; Raycraft for Open House \$114.24, for EPT \$50.47; Dave Cooper for web site for the year, \$107.24. Approved by motion of **Martel/Porth**.

CORRESPONDENCE

The following from Senior Wish Foundation:

To: John Bicknell and HOA Directors

On behalf of the Senior Wish Sandycove Chapter, we want to thank you for allowing us to go forward with our Cancer Support Group, called Hearts of Hope. By doing this, you have allowed us to grant a wish to one of our residents, who asked for a cancer support group to be started in Sandycove.

Signed, Linda Lewer and Linda Moyles

BUSINESS ARISING

Open House: All agreed the event had been successful, again primarily social for the second year, with the politicians' speeches pithy and the presentation on taxes appreciated by the several residents who have been confused (it will be repeated at the Member Forum). There was little food left; as suggested by Elliott, we might cut down on the wine in future.

Legal advice:

LEGAL COMMITTEE REPORT Meeting with Nicole Fazzari – January 15th 2019 Re: Association Questions

As approved by the Board the committee [Sharon Raycraft, Linda Morris, John Bicknell - Dennis Rodgers unavailable] to obtain legal advice on various issues as per the attached document previously circulated to all Directors.

There was lengthy [1½ hours] discussion of the issues concerned. It should be noted that when the matter of payment arrangements was raised we were advised that there was no charge for consultation. The following is therefore a summary of the outcome re the three primary headings of our document.

POST LIGHTS:

Note that the question of the maintenance of Post Lights when specifically stated in the lease as the responsibility of the tenant is addressed separately. This section of the report is concerned with those residents whose leases speak only to "light must be switched on".

Nicole's opinion is that [a] the lights are Parkbridge property on Parkbridge owned land [b] section 161[d] of the RTA is applicable and [c] that lights are also a prescribed service.

Therefore the maintenance is a Parkbridge responsibility. Even if wiring has been changed, Parkbridge would need to seek recompense for involved costs from the tenant who made the change. This could of course be the current tenant – presumably Parkbridge would need to be able to so prove if they wish to charge.

The advice here is that it would be advisable to have a ruling from the Landlord & Tenant Board [by means of a T6 – Maintenance - application] as a precedent rather than try to negotiate on a case by case basis. We do have a member [Webster] who has been refused service. The Committee recommends approaching Webster to make application with the Association bearing the cost of legal representation.

LEASE RENEWALS:

Nicole confirmed the following:

1. A month to month lease is a “periodic” lease.
2. A periodic lease can be assigned on the same basis as any other lease as defined in the Residential Tenancies Act.
3. Termination of a month to month lease is subject to the same conditions as defined in the Residential Tenancies Act.

Two questions required further research – Can Parkbridge refuse to renew a lease? and what is the effect on lease registration if month to month?.

Therefore there appear to be no negatives for residents’ going month to month with perhaps the exception of lease registration; this has always been considered a marginal consideration in our context.

COMMUNITY RULES AND REGULATIONS:

Nicole stated that it is problematic if these may be changed after a lease has been signed even though the lease specifically states that they can. More specifically, she stated that adding chargeable “rules” would definitely not be legal. The remedy IF a resident is so charged would be a T1 - Illegal Charge – application to the Landlord and Tenant Board. Nicole considers that, again, it would be important to have a precedent ruling and the committee recommends that the Association should bear the cost of legal representation as and when a case occurs.

Nicole noted that, with respect to the current lease version, that placing tree maintenance in the main body of the lease and/or the rules and regulations – post lights also – is problematic with respect to a challenge and likely would not succeed.

In summary, the Association would appear to be in a strong legal position to challenge Parkbridge on both the current and potential future issues as known at this time.

QUESTIONS AS SUBMITTED

To: Nicole Fazzari – De Palma & Associates

The Sandycove Acres Home Owners' Association is currently concerned with certain situations arising from Parkbridge actions. With respect to these we need to establish the legal position, fully understand what information to impart to residents and to be advised of resident's options, if any, for remedies. The Association therefore wishes to engage your services to advise on these issues. For this purpose we have compiled the following summary of the issues with, where appropriate, relevant excerpts from the legal documentation concerned.

A. POST LIGHTS:

In the most areas Sandycove Acres does not have overhead street lighting. The majority although not all of the 1232 homes have a "Post Light" as an alternative. These are situated on the individual lots and are connected to the hydro supply in each individual home; the usage cost being therefore borne by the individual residents. Given the age of the community, many of these lights are at or nearing their effective life span and hence needing expensive repair or replacement. The failure rate is increasing rapidly. Under both the community's original ownership and Parkbridge, maintenance and repair, including bulb replacement, has been undertaken by management. To the best of our knowledge this has been the case for over forty years although it is not, in any lease version that we are aware of, so specified.

Recently this has started to change with Parkbridge only undertaking repairs - as stated by our Community Manager - "depending on the circumstances". On being pressed as to the definition of "circumstances" the answer was that one such circumstance would be when changes had been made by the resident - current OR previous - that damaged or changed the hardware or wiring. Asked of other reasons no answer was forthcoming - again only "it depends".

It is our belief that the change in policy is cost related since replacement or major repair has, in known instances, cost in excess of \$250 and, in the next few years, several hundred lights are or will be in this position. We do note that some maintenance is still being done but suspect this is basically "routine" low cost repairs.

In a recent case where repair was refused, at different times the above reason was quoted and then changed to a statement that the lease provides that maintenance is the resident's responsibility. In this case the light was inoperative at time of purchase; this may or may not be relevant to the overall discussion. What may be relevant in this individual case is that there does seem to be a wiring issue caused by a previous resident - time unknown.

As you are probably aware there are numerous versions of leases since Parkbridge became the owners, plus those entered into by the original management. The following are the sections of three leases relating to Post Lights that we believe to be relevant although we are aware there could be alternative versions in existence:

1. Pre-Parkbridge Lease - a clause in the main body of the lease.

(c) Where the same has been provided by the Landlord, to cause the post light located on the Site to be turned on at dusk of every day and to remain on until the dawn of the following day throughout the term of this lease and to pay all electric charges in connection therewith, failing which the Landlord shall have the right to enter the Dwelling Unit located on the Site, turn on such light and to charge the Tenant a fee for such entry. Notwithstanding the foregoing, it is understood and agreed that there may be no post light located on the Site and that the Landlord is under no obligation to provide the same.

2. Parkbridge Lease used [we believe] for some time – relevant wording is in a “Community Rules & Regulations” schedule appended to the lease itself and incorporated therein with a specific clause. This is the version referenced in the refusal cited above.

17. The hydro service to the Dwelling Unit, and specifically the post light where one is provided shall be kept on at all times unless the Landlord otherwise consents in writing.

3. The latest Parkbridge version of which we are aware; again this is in a “Community Rules & Regulations” schedule appended to, and incorporated in, the lease.

8. **INDIVIDUAL STREET LIGHTS.** In the case of individual street lights that are located on the home site, the Homeowner will ensure that the light bulbs are changed as needed and that the light functions as designed, at the expense of the homeowner unless the Community Owner consents otherwise in writing.

Our Questions therefore are as follows:

1. Is there a clear ownership of the Post Lights?
2. In principle does the maintenance of Post Lights lie with Parkbridge? Specifically is this covered by Section 161[d] of the Residential Tenancies Act?
3. In the absence of other forms of street lighting would Post Lights be a prescribed service under the Residential Tenancies Act and, if so, what does this mean with respect to Parkbridge’s position?
4. Do lease versions 1 and 2 above place the responsibility for maintenance on the resident as Parkbridge have argued in the specific instance quoted?
5. Absent other factors, does lease version 3 above place the responsibility for maintenance on the resident?
6. Depending on the answers to the above, what actions can the resident and/or the Association take?

B. LEASE RENEWALS:

We have had occasion to raise this subject with Parkbridge with respect to residents being notified that their lease is expiring – an unfortunate necessity we believe given our demographic; we are aware of a number of instances where residents “forgot” after 20 years. We were told that no such notification would be given – leases would simply become month-to-month. We further asked what would happen if a resident asked for a renewal. The response was that “a renewal would depend on circumstances” - if not renewed would become month-to-month. Asked what constituted circumstances for not renewing an answer was refused. Our questions therefore are:

1. Do you confirm that Parkbridge can, as we believe, refuse renewal?

2. What are the negatives, if any, of a month to month lease for the resident?
3. Can you confirm our understanding that, under the Residential Tenancies Act, month to month leases can be assigned?
4. Avoiding assignment is in the interest of Parkbridge in most if not all cases. Can a month to month lease be terminated as a way to do this?
5. Some residents have registered their lease or may wish to do so in the future. If a lease is currently registered, what happens when it becomes month to month? If it is not currently registered can it now be registered once it is month to month?

C. COMMUNITY RULES & REGULATIONS:

All lease versions of which we are aware have an attached schedule of “Community Rules & Regulations”. In each case the main body of the lease states [a] that the schedule is part of the lease and [b] that the schedule may be altered from time to time at the option of Parkbridge. We have been shown a draft of a changed version of this schedule that basically is the one in the latest lease – version 3 above – that would, going forward, be retrospective for all older leases. This has raised concerns for us.

The schedule makes the resident financially and practically responsible for [a] maintenance of Post Lights and [b] pruning and/or removal of trees on the resident’s lot; this has always been a management responsibility and, indeed, in the latest version of the lease it is spelled out that Parkbridge’s permission is needed before the resident can act. It is noted that the former is, in the latest version, only found in the schedule while the latter is in both the schedule and the main body of the lease.

There are 250+ trees to be removed in the near future [most on resident lots] due to Emerald Ash Borer. It has been stated that government funding is available in respect of these trees [there are also many others of considerable age that are or soon will be an issue] but we question if this covers the total cost including, where needed, stump removal - typically a \$500 cost in itself.

We also note with respect to Parkbridge’s motives that substantial tree maintenance costs were in two AGIs and withdrawn at mediation; specifically in the first and indirectly in the second as you are aware.

Our questions are:

1. With respect to retroactive application to leases, can a charge not previously included in a lease be now applied as a new Rule or Regulation?
2. With respect to the latest version, we assume that the inclusion of tree maintenance in the body of the lease to be unchallengeable notwithstanding Parkbridge’s ownership of the land and their stated right to give permission before the resident can act. Is this correct or does that ownership affect this whole issue including older leases?
3. With respect to the latest version, is the maintenance of Post Lights valid since it is only in the “Rules & Regulations” schedule?

4. If and when this schedule is implemented what remedies are open to residents? Can any remedies be sought when the work becomes necessary or only after it has been completed at the resident's expense?

We are of course available to meet to provide further detail and/or discuss conclusions and remedies as may be required.

To pursue either post lights or retroactive applications of rules and regulations, we need a test case; Webster might agree in the case of post lights. Directors agreed that in either situation, we should bear the legal costs of any case which goes to the Tribunal and requires representation, by motion of **Raycraft/Gemmell**.

Directory: We presented the petition for its continuance by Parkbridge to management, to garner a flat "no". Our own has begun development of the file, but will require some help with establishment of the web site.

Umbrella Group: The letter concerning hydro rates and rent controls, without support from Park Place and Country Meadows, has been sent with some amendments and the substitution of Bicknell as contact point.

Member Forum: Setup will be just chairs, at 1 p.m. February 24.

PRESIDENT'S REPORT

AGM: Barrie Johnson has agreed to be nominating chair. Bicknell is beginning to work on required documentation. Directors are asked to consider their intentions of returning or not.

New AGI documentation: Parkbridge will not release the documentation until the Landlord and Tenant Board accepts the application.

DIRECTORS' REPORTS

Martel: We have 17 new members; the total is down to 582.

White: Reported a street light out on Trellis Lane. Bicknell asked if she was comfortable, as co-chair of Community Events, with Elliott's extended absence. She believed matters for the Home Fair are well in hand, as per the report (to follow). Morris thought Elliott would return before the end of March. Porth wondered why we would cap the participation of exhibitors at 40 when the capacity of the room is 45 and our mandate is to expose our residents to the broadest possible range of potential products and services. Morris suggested there had been cases in the past where exhibitors had complained pillars obstructed their table.

Elliott:

**SANDYCOVE HOME OWNERS' ASSOCIATION
COMMUNITY EVENT COMMITTEE REPORT
February 5th, 2019**

January 27th 2019 Open House:

The HOA Open House was very successful from all reports. Many new residents and long-time residents coming out to see “what we are all about”. Paul can provide you the number from this event. Approximately 110 residents were in attendance.

In attendance were also Mayor Lynn Dollin, Deputy-Mayor Daniel Davidson as well as Council Rep Carolyn Payne.

The Community Events Committee would like to thank all Board members as well as Norm Raycraft as well as David Niven for tending the bar and providing levity to the evening.

Financials:

Food:	\$ 161.83
Sundries:	\$ 136.84
Wine:	<u>\$ 322.45</u>
Sub Total	\$ 621.12
Wine re-purchase	\$(100.00)
TOTAL	\$ 521.12

Recommendations for Next Year:

- Reduce amount of wine: purchase only one box of white wine and one box of red wine;
- Dispense with “diabetic” punch - very little was consumed;
- Dispense with offering coffee - very little was consumed;
- Potentially increase the number of cheese balls from 4 to 6.

Home Fair - May 4th, 2019:

- A meeting was held with Anne White, Linda Moyles and myself to review list of last year’s vendors, the categories. It was decided that we would reduce the number of invitees per categories with the exception of a few categories which would be of great interest to our residents.
- We have reduced the number of vendors to a maximum of 40.
- The vendors’ list has been updated for the most part. It is expected that the invitation letters/registration forms will be emailed out early February.
- An RSVP date of March 15th was chosen. This would allow sufficient time to reach out to other vendors should there be a need to.
- Diane will monitor the responses and update the Vendor List and share with Committee members. Committee members will also be able to access the email account.
- Tasks for the day will be finalized at a later date.

Morris:

MEMBER EVENTS COMMITTEE
REPORT TO HOA BOARD – FEBRUARY 5, 2019
2018-2019 TERM

SEMINARS

The following chart has been updated to our current remaining lineup.

I have finally managed to get a message through and a confirmation on the seminar Cannabis4Seniors on March 18/19. The reason for non-contact is that Teresa was in an accident and is mending. I was quoted \$150 for the presentation as the funding for these types of seminars had been cancelled. She agreed to take to Management and they waived the charge. I have passed along to her Parkbridge’s stand on this issue as reported in January Newsletter with regards to not growing cannabis outside of their homes, not displaying plants in their windows and no smoking in or around common facilities.

Feb. 18 11/19*	Hearing Loss - (Kathy O’Connor, Cdn. Hearing Society) -- Confirmed
Mar. 18/19	Cannabis4Seniors -- Confirmed
Apr./19	NO SEMINAR
May 20 13/19*	IOOF Homes/Support Services -- Confirmed
*Note: May 20 th will be held on May 13 th as the 20 th is a holiday	

The seminar with Mike Symes, Innisfil Fire & Rescue, had an attendance of 39 + 6 Board members which is not bad considering the double-booking with the Ladies Luncheon and the fact that it was one of the coldest days we have had so far this winter. The presentation went well with questions coming from the audience throughout the presentation. As per my discussion with Mike, he sent another firefighter to the Ladies Luncheon and the presentation was slanted to a more “social” side, while he covered the education aspect.

John Bicknell brought a supply of the Waivers for the HOA electronic version of the phone book as the Seminar was the first event since we announced the HOA was in the process of doing this venture. After the presentation was over and I reported on the upcoming HOA events, I touched on the HOA processes of producing the directory electronically and the waivers. It must be noted afterwards that the HOA requires everyone, if we can, to fill out the waivers. The directory waiver forms will also be available at our upcoming HOA events.

FORUM - SUN., FEB. 24TH WHEEL 2-4 P.M.

Even though there is not much I can really report on this event, as John does the PowerPoint presentation, all posters have been up on the bulletin boards, copies to the Bulletins and Newsletter. The outside signs will be changed and put up at the appropriate time. I have also used Facebook Friends & Neighbours to set up an event on the site.

Raycraft:

EMERGENCY PREPAREDNESS TEAM REPORT TO HOME OWNERS' ASSOCIATION

FEBRUARY 5, 2019

We now have 4 “Fire Safety Plan” boxes placed on the ‘map’ posts – in front of the Wheel, at Main & Cherrywood, at Main and 25th Sideroad and at Primrose & Flora Drive (also known as the Earl Street entrance). These boxes contain the information derived from the Medical/Mobility Questionnaires. We currently have approximately 350 persons registered with the program although we are sure there are many more who would qualify to be on ‘the list’. We have had to purchase some new locks – for the added 2 boxes and because of weather damage. The locks are keyed for ‘first responders’ and although small in size are \$9.95 each.

During the recent cold snap I received an email forwarded by Parkbridge – wanting to know if ‘warming centres’ would be opened because of the cold temperatures. I supplied the info to Parkbridge that the ‘warming centres’ are opened (and closed – by volunteers) when there is a hydro outage that might last for some time. A notice was prepared and placed on Channel 20 to this effect.

The Team is currently putting together their displays for Emergency Preparedness Day and invitations will be sent to possible exhibitors in the next week. The slogan “Be Prepared – It’s Up to You!” will be used in our advertising, etc. along with references to First Responders being available at the event. We will be asking Parkbridge to open the divider in the North Wheel on Friday, May 3rd and to transport tables from the Spoke to the North Wheel as there might not be enough tables in the Wheel for both the Home Fair and EPDay exhibitors.

We are investigating a few ‘new’ emergency preparedness products available through Red Cross and Amazon. We are hoping that we can purchase some of these and have them available to sell at the EPDay – perhaps to make some profit to use towards other material, etc. that we can use for the benefit of our residents (or just break even). Although no direct sales are allowed at the Home Fair, we feel that, since the 2 events are being classed as totally separate, and that since other groups/clubs (such as the Art Club, Photography Club and Craft Sale) are allowed to sell – that this should be permitted. If deemed necessary, I will make a motion in this regard.

Parkbridge has stated that it will support Emergency Preparedness Day in some way – more details to follow at a later date.

In addition: Parkbridge has agreed to supply EPDay with some bags and prizes. Invitations have gone out to the usual exhibitors, and three of six have replied in the affirmative, including the antique fire truck. The team will also be selling some products related to the preparedness theme, at cost or a very small profit to defray some of its costs. Directors approved on the basis it's a semi-separate entity and will be physically separate from the Home Fair.

NEW BUSINESS

Management meeting: February 27 at 10 a.m. Agenda to include winter maintenance, items from the previous meeting including Total Cable, the recent water experience, Channel 20 which is now so lengthy despite the restriction of celebrations. Attending: Bicknell, Porth, Gemmell, and Martel.

New event: Discussion re scams led to recognition March is Fraud Prevention Month and decision to try to put together a community-wide educational program featuring Brock Godfrey. Subsequent to the meeting, Morris confirmed the event will be co-sponsored by the Computer Club. Response from Godfrey is awaited.

NEWSLETTER

Seminars, Home Fair/EPDay, directory waiver looking for changes and stressing need for two signatures for two people, call for directors and the AGM, warning re scams (DON'T CLICK).

NEXT MEETING

March 5, 7 p.m., Wheel ballroom.