

NOTICE OF MEETING AND AGENDA

**GHI BOARD OF DIRECTORS
OPEN MEETING**

Starts at 7:45 p.m.

Thursday, December 2, 2021

VIRTUAL ZOOM MEETING ROOM

Members & Visitors may attend remotely

- 1. Approval of Agenda**
- 2. Statement of Closed Meetings**
 - a. Statement of Closed Meeting Held on November 15, 2021 (Attachment #1a)
 - b. Statement of Closed Meeting Held on November 22, 2021 (Attachment # 1b)
 - c. Statement of Closed Meeting Held on December 2, 2021 (Attachment # 1c)
- 3. Visitors and Members (Comment Period)**
- 4. Approval of Membership Applications**
- 5. Committee Reports**
- 6. For Action or Discussion**

a. Buildings Committee Recommendation re: Implementing a Pilot Program to Install Electrical Service at Four Rows of Rental Garages – (Attachment #2)	20 Minutes	Discussion/Action
b. Consider Establishment of a Task Force to Update the GHI Member Handbook	5 Minutes	Discussion/Action
c. Review the Task Force Report re: A Policy to Mitigate Liability Associated with Outdoor Structures – (Attachments # 3a-3b)	15 Minutes	Discussion/Action
d. Consider Whether to Grant Employees Year-end Bonuses	5 Minutes	Discussion/Action
e. Motion to Hold a Closed Meeting on December 16, 2021	1 Minutes	Discussion/Action
- 7. Items of Information**
 - a. President’s Items
 - b. Board Members’ Items
 - c. Audit Committee’s Items
 - d. Manager’s Items

Ed James
Secretary

NOTE: AT 10:15 P.M., THE BOARD MAY IMMEDIATELY MOVE TO ITEM 7, EVEN IF THE PRECEDING AGENDA ITEMS HAVE NOT BEEN COMPLETED.



GREENBELT HOMES, INC.

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MANAGER'S MEMORANDUM

TO: GHI Board of Directors
FROM: Eldon Ralph, General Manager *Eldon Ralph*
DATE: November 22, 2021
SUBJECT: Items for the **GHI OPEN** Board Meeting on December 2, 2021

GHI Open Meeting

6a. Buildings Committee Recommendation re: Implementing a Pilot Program to Install Electrical Service at Four Rows of Rental Garages – (Attachment #2)

On May 20, 2021, the Board approved a request from the Sustainability Subcommittee of the Buildings Committee to survey members who currently rent garages, to ascertain their interest in participating in a Pilot Program involving the installation of electric service in garages, particularly for electric vehicle (EV) owners. The EV charging stations would be installed by a contractor chosen by GHI, and be available for GHI member use only, at no additional cost, beyond the cost of electricity dispensed.

Attachment #2 is a spreadsheet that shows the responses that 102 members submitted. A summary of the responses is as follows:

- 83 members currently use their garages to store one or more vehicles.
- 75 members would use electricity in their garage(s) if it were available.
- 24 members would charge an electric car in their garage if electricity were available.
- 71 would use plug-in appliances.
- 66 would like to install lighting.
- 23 would like to install a garage door opener.

After reviewing the survey results, the Buildings Committee passed a motion by a vote of 7-0, recommending that the Board direct staff to arrange for a pilot program involving the installation of electrical service to four rental garage rows. The Subcommittee recommended installation of a 240v 40-amp and 120v 20-amp branch circuits as a minimum.

The four rows that the Sustainability Subcommittee identified as ideal candidates for a pilot project were selected because of their physical proximity to existing electrical service, interest

expressed by members in the Garage Electrification Survey, and broader coverage of the cooperative (not clustering rows all together in one part of the neighborhood). The recommended rows are at the following sites:

- 6 Ridge Rd
- 13 Ridge Rd
- 17 Ridge Rd
- 33 Ridge Rd

The Subcommittee suggested the following additional sites for consideration:

1. The Parkway Garages (though these come with ownership and capital expenditure considerations)
2. 2 Gardenway (a very large collection of garages and member interest, but less unobstructed electrical service pathways).

No funds have been budgeted in 2022 for undertaking a pilot program to install electrical service at four rows of rental garages. On November 18, 2021, the Board directed the Committee to recommend a plan to install electric vehicle charging stations, for use by members, in areas of GHI.

This item is on the agenda for discussion and possible action.

6b. Consider Establishment of a Task Force to Update the GHI Member Handbook

The Board's current action plan states as follows:

- Update and improve the Member Handbook to be internally consistent, and reflect current operations. Restructure the handbook for ease of use and maintenance. Update how members access the handbook and its updates.
- The Board needs to address resources to get this work done faster. Possible approaches include work sessions, a Task Force, staff and/or more intensive recruitment.
- Develop an accompanying quick reference guide / FAQ.

The Board may wish to consider establishing a Task Force of volunteer members who would collaborate with technical staff and eventually a technical writer to accomplish the task of updating the GHI Member Handbook.

This item is on the agenda for discussion and action.

Suggested motion: I move that the Board of Directors establish a Task Force to work in collaboration with staff and eventually a technical writer to update the content and format of the GHI Member Handbook.

6c. Review the Task Force Report re: A Policy to Mitigate Liability Associated with Outdoor Structures – (Attachments # 3a-3b)

On April 1, 2021, the Board established a Task Force to recommend changes in policies and procedures to mitigate GHI's liability associated with certain types of outdoor structures that members may wish to install. The members appointed to the Task Force were Amy Knesel, Chris Carbone, Heather Mortimer (Board Liaison) and Joe Ralbovsky. John French served as staff liaison. Attachment #3a is the Task Force's report. At the Board's directive, the report was published on the GHI website and members were requested to submit their comments over a 30-day period. One member submitted comments (refer to attachment #3b).

The recommendations of the report are as follows:

A. Changes in Member-Handbook Regulation/Member Requirements

1. Requirement of appropriate liability coverage, with types and examples that would comply, included in materials and responses to member inquiries
2. A signed hold-harmless agreement (attached to other provisional paperwork explaining requirements).
3. Some method of concurrence or acceptance that member structures must have the ability to be 'closed' to prevent them from being an 'attractive nuisance.'
4. Reexamination/reiteration of current 'seasonality' of certain outdoor structures.

B. Changes in GHI Staff Procedure

1. Member Orientation Addendum:
 - a. Additional information, including examples of commercially available insurance coverage, provided to members both during orientation, and upon inquiry for existing members.
 - b. Talking to members about the risks/ responsibilities surrounding outdoor structures as a response to member initial inquiry, completing the requirement to provide evidence of active HO6 coverage, and inquiries related to non-compliance or need for adjustment of member equipment.
2. E-News scheduled info blast at the end of March, annually.
 - a. This item could/should contain:
 - i. Link to member handbook with references to official rules on Temporary Exterior Structures / Seasonal Structures.
 - ii. Link to this report and/or BOD minutes related to actions arising from this report.
 - iii. GHI email for member questions.
3. Standardized Staff Response to Inquiry

- a. Standard explanation text for member requirement as a tool for staff to respond to inquiries, and to improve the standardization of GHI's response to inquiring members.
 - i. This will include a reference to the existing quiet-hours regulation.
 - b. Provide relevant staff with a statement from legal counsel that reflects GHI's authority to require HO6 coverage for members who have temporary outdoor structures.
4. Recommended Member Complaint Process
- a. Staff Guidance on handling member complaints about neighbor temporary structures.
 - Aesthetics
 - Safety Concerns
 - Use / Behavior
5. Clarity that GHI staff will not inspect or approve exterior temporary structures at the time they are purchased, set up, or 'opened' by members.
6. Adherence and publication of the enforcement protocol / staff guidelines.

This item is on the agenda for discussion and action.

Suggested motion #1: I move that the Board of Directors accept the recommendations of the GHI Outdoor Structures Task Force Report (as presented/as revised).

Suggested motion #2: I move that the Board of Directors direct the Manager to request legal counsel to draft GHI Member Handbook regulations based on the recommendations of the Outdoor Structures Task Force, regarding the permitting and monitoring of outdoor structures that are an "attractive nuisance".

6d. Consider Whether to Grant Employees Year-end Bonuses

At the end of last year, the Board granted a bonus of \$400 to each employee. Earlier this year, the Board approved a job classification structure and salary scales for staff positions that a consultant recommended. The consultant compared GHI's base salary and total cash compensation (base salary plus bonus) for employees against 25th, 50th and 75th percentile competitive market compensation levels. The 2021 budget (adopted in 2020) included an amount of \$40,000 to compensate employees if the Board approved GHI's base salary and total cash compensation in accordance with the 75th percentile instead of the 50th percentile level that the Board adopted in 2021. The Board may wish to consider this factor if it decides to grant bonuses to employees at the end of this year.

This item is on the agenda for discussion and action.

Suggested motion: I move that the Board of Directors approves payment of a 2021 year-end holiday bonus of _____ to each employee.

6e. Motion to Hold a Closed Meeting on December 16, 2021

Suggested motion: I move to hold a closed meeting of the Board of Directors at 7:00 pm on December 16, 2021.

Statement of Closed Meeting Held on November 15, 2021

A Complaint Panel comprised of Directors Chuck Hess, Jason Luly and Deborah McKinley held a complaint hearing with a member on November 15, 2021, at 7:00 pm in a closed meeting as specified in the Maryland Cooperative Housing Corporation Act § 5-6B-19 (e) (1) (iv). The meeting was held via internet audio/video conference.

The motion to hold this closed meeting was approved during the closed meeting of October 7, 2021, by Directors Bilyeu, Brodd, Carter-Woodbridge, James, Lambert, Luly, McKinley and Mortimer.

Statement of Closed Meeting Held on November 22, 2021

GHI's Board of Directors held an informal hearing regarding a member complaint matter on November 22, 2021, at 7:00 pm in a closed meeting as specified in the Maryland Cooperative Housing Corporation Act § 5-6B-19 (e) (1) (iv). The meeting was held via internet audio/video conference.

The motion to hold this closed meeting was approved during the closed meeting of October 7, 2021, by Directors Bilyeu, Brodd, Carter-Woodbridge, James, Lambert, Luly, McKinley and Mortimer.

Statement of Closed Meeting Held on December 2, 2021

GHI's Board of Directors held a closed meeting at 7:00 PM on December 2, 2021, via internet audio/video conference to discuss the following matters, as specified in the noted sub-paragraph of the Maryland Cooperative Housing Corporation Act § 5-6B-19 (e) (1):

1. Member Financial Matters	(viii)
2. Member Complaint Matters	(iv)
3. Consulting with Legal Counsel on a Legal Matter	(iv)

The motion to close the meeting was approved during the open meeting of November 18, 2021, by Directors Bilyeu, Brodd, Carter-Woodbridge, Hess, James, Lambert, Luly, McKinley and Mortimer.

ID	Use Electricity if available?	Install Lighting?	Install Garage Opener?	Charge EV?	Occasional Appliance	Something Else?	Do you currently Store a vehicle in your rental garage?	If so what type	Do you have an electric vehicle?	If not, would you be interested....	Other Comments
93	1	1	1	1	1	1	1	Car, bicycles	0	Sure	"Auto/Household Projects"
84	1	1	0	0	0	1	0				"charge an electronic bicycle if I get one."
96	0	0	0	0	0	0	1	Car	0	0	"Disrupting garage owners is a mistake. It is my understanding only 2 of the 20 13 court residents currently have electric vehicles. If providing electricity for vehicles I suggest charging posts for the open spaces in 13 court. Adding electric outlets in the garages would turn them into workshops, not parking spaces."
81	0	0	0	0	0	0	1	Car	0	Not this year	"I do NOT want a garage door, my car would not fit." "I have gardening tools and pots stored in the garage because I don't have a shed. They are behind car. I have no place to move them." (back) "there is a cabinet installed in my garage that I use to store garden tools and pots. Please do not take away my garage, there is ivy growing through the roof that should be removed."
51	IDK	0	0	1	0	0	1	Car	0		"I have just purchased a new car, but I am thinking I may purchase a electric car in the future."
3	0	0	0	0	0	0	0	0	0	No	"I have not been in my garage in over 5 years. I no longer need it or want it. I also don't need anything inside it. Everything inside it can be trashed. My garage is full (completely) of stuff I no longer need or want. I don't know where to hire a service that can remove everything and trash it. Once that is done, I'd like to remove the garage from my GHI account."

2	1	0	0	1	1	0	1	Car	0	Perhaps	"I have owned current car for less than a year."
1	1	0	0	0	1	0	1	Car	0	No	"I met with Mr. Ralph over concern about the term "rental garages." Mr. Ralph stated numerous times that no one will be moved from their garage since we have a contract for our particular garage. If we have a closed garage we would not be moved to an open garage. 7 court of Crescent is not a good court for the pilot program. There are 6 garages for 10 hours, 3 are open, 3 are closed. 5 of 6 garages belong to members over 65 years of age. There are no electric vehicle owners in the court. Our concern is how could you be collecting data measuring usage of electric vehicle chargers when no one owns an electric vehicle in the court? What is GHI's liability if electrical fire damages cars in connecting garages? There seems to be an issue with the Chevy Bolt right now. With electric meter connected from garage to house, does that mean the garage will transfer to the home when sold? Why not survey electric cars with garages and place chargers in the garages for data? I think members would like to know the cost to update garages with electric and chargers. It could be pricey. Why not set up multiple charging areas?"
58	1	1	0	1	0	0	1	Car	0	Eventually	"I'm interested in buying one eventually and having a nearby source would be a big factor but not the only one." (front) "How would this be handled in a shared garage?"
14	1	1			1		1	Motorcycle, Other	0	Not at this time	"I've had to move 3 times from other garages and was told I wouldn't have to from this location. I recently retired and have thousands of dollars of tools in this garage and it seems to be a secure location."

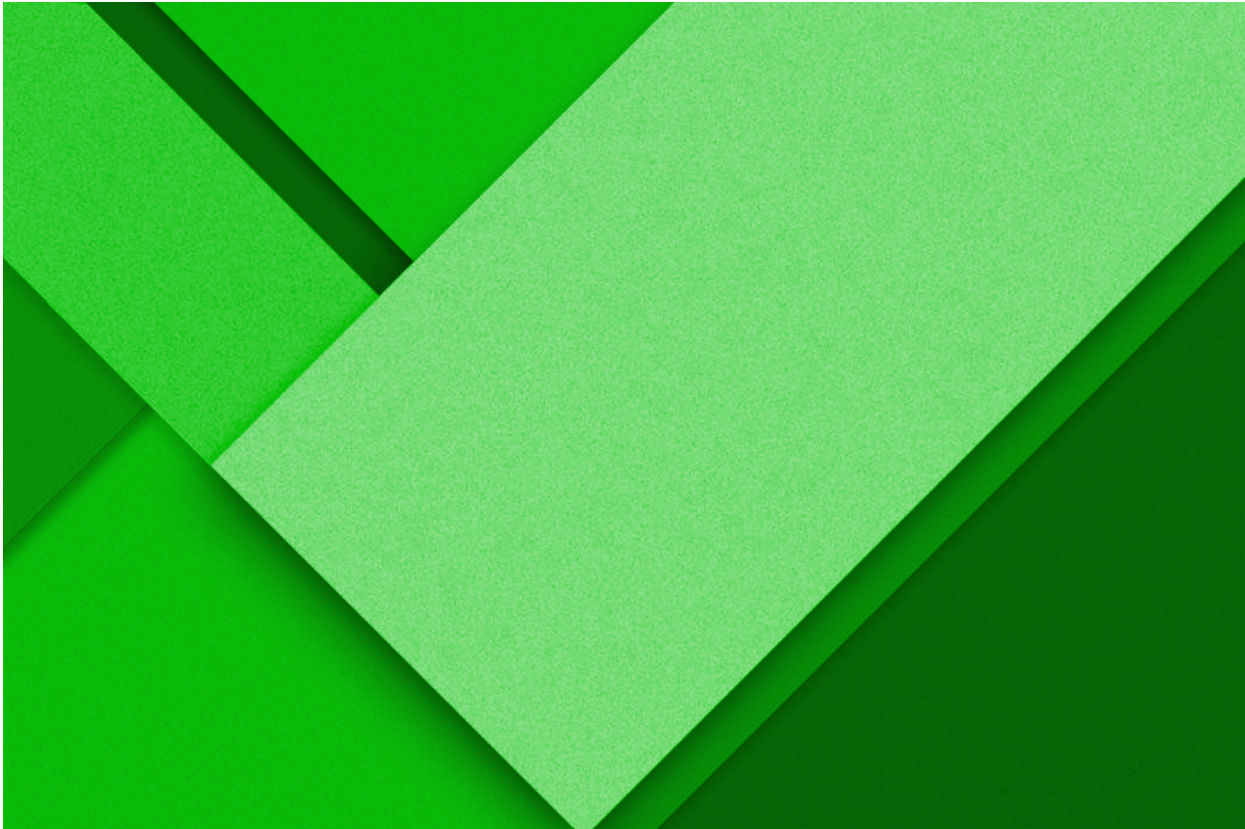
61	1	1	0	0	1	0	0		0	no	"if any other questions feel free to call."
71	1	1	0	1	1	0	1	Car	0	Yes	"If I have electricity in garage #1 or #2 is in front of my house in 39 Court. I would move if #1 or #2 was available."
98	probably	1	0	0	0	1	1	Car	0	Yes	"light on motion sensor when entering garage"
16	1			1	1		1	Car	0	Yes!!	"Next year planning on a alectric car. Also workstation." (on back) "Note, only 1 other garage has a door."
36	1	1	1	1	0	0	1	Car	0	Yes	"No but I am planning to in the next year."
101	maybe	1	0	0	1	0	1	Car	0	maybe	"No no no have open bay garage, do NOT want a door on garage." (something else) "vacuum" "May consider purchasing a hybrid vehicle in the next 3-5 years."
34	1	1	0	0	1	0	0		0		"No, but I am considering in the future." (back) "I want the garage I have."
9	1	1			1		0				"No, but we were planning to convert back to renting from storge fee to vehicle only fee to store our car again."
29	1	1	0	0	1	0	0			0	"No, the garage is too far from our house."
87	1	1	1	0	1	0	1	Car	0	Future	"Not at this point but definitely in the future (3-5 years)."
6	1	0	0	0	1	0	1	Motorcycle	0	No	"Not at this time but quite possible in the future."
35	1	0	0	0	1	0	1	Car	0	0	"Only on bad weather days." "Not any time soon."
50	1	0	0	1	1	0	1	Car			"Probably, if not, now when we buy an electric vehicle"
4	1	1	Maybe	Maybe	1	Not Sure	1	Car	0	Maybe	"Question: How would you be able to charge me for electricity since the garage is sepearte from my house? Did not include the 2nd page because I would like a garage w/electricity."
43	0	0	0	0	0	0	1	Car	0	No	"roads are insufficient services."
86	Probably	1	0	0	1	0	0			Possibly	"since I have never had electricity it is hard to know for sure whether I would or not."

94	1	1	1	0	1	1	1	Car	0	No	"solar panels on flat roof" (back) "I brought this before the board a decade or so ago and the costs and aesthetic impacts were too onerous to bear. Each garage would require its own power line and submeter at prohibitive cost to the member and membership."
37	1	0	1	0	1	0	1	Car	0	No	"the location of my garage makes entering and exiting easy. Changing the location would make that difficult for me."
88	1	1	0	0	1	0	0				"There are questions I have before saying yes or no Normally there is a charge by pepco even if no electricity is used for equipment/convenience. The letter says I will not be charged on garage rental only charged for electricity used." (back) "Not willing to move have had same garage for 30 years"
63	1	1	0	0	1	1	1	Motorcycle	0	Yes	"Trickle charge motorcycle in winter."
19	1	1		1	1		1	Car	0	Yes	"Yes my next car will be electric, my prius has 155k"
17	1	1			1		1	Car	0	Yes	"Yes, but I have a relatively new gasoline car and tend to keep my cars for ten years." (back) "While I've always wanted electricity in the garage, which I've had for almost 40 years, I am concerned that once GHI installs access to electricity, I will be forced out by someone with an electric vehicle!"
21	1	1		1	1	1	1	Car, Motorcycle	0	Yes	(something else) " Keep current motorcycle on tender, trickle charger for battery). "Yes I have considered an electric motorcycle/" " I have wanted power in my garage for a long time but wasn't sure how to go about getting it. 110v outlet would be okay."
22	1	1			1	1	1	Car	0	Possible	(something else) " Security being alarm or camera"

26	1	1	0	0	1	1	1	Bikes	0	Yes	(something else) "charging battery tools, tablesaw, drill press." (back) "if the cose was significant I might not choose to use electricity." (less than 100 yards away) "doesnt really matter. I choose the location I have because it has daylight and if I could have electricity somewhere else then the location would not be as important."
24	1	1	1	0	1	1	1	Motorcycle	0	Yes	(something else): "deep freezer." (acquiring ev?) "an electrical motorcycle."
89	1	1	0	1	0	0	1	bicycles	0	Yes	store a vehicle? "not right now, I recently donated my old car to charity and am reorganizing the garage before moving my current car in."
75	0	0	0	0	0	0	1	Car	0	No	
54	Probably not	0	1	0	0	0	1	Car	0	No	
66	probably	1	0	0	1	0	1	Motorcycles	0	No	
12	Possibly		Possibly	Maybe	1		1	Car	0	Possibly	
11	Maybe			Maybe			1	Car	0	Very Possibly	
5	1	0	0	1	1	0	1	Car	0	Yes	
15	1			1	1		1	Car	1	N/A	
18	1	1	1		1		1	Car	0	Yes	
25	1	1	0	0	1	0	1	Car	0	Probably Not	
27	1	1	1	1	1		1	Car	0	Yes	
30	1	1	maybe	1	1	0	1	Motorcycle, Motorcycle	0	Yes	
31	1	1	1	0	1	0	1	Car	0		
32	1	0	1	possibly future	1		1	Car	0	no	
33	1	1	1	0	1	0	1	Car	0		
38	1	0	1	0	0	0	1	Car	0	0	
39	1	1	1	1	0	0	1	Car	1		

40	1	1	1	1	1	0	1	Car	0	"I don't have an electric vehicle now but my next vehicle will be." "No yet. It is a 2019 car. I would like to get the electrical hook up now to take advantage of your bulk order."	
41	1	1	0	0	1	0	1	Car	0	possibly	
42	1	1	0	0	1	0	1	Motorcycle	0	no	
44	1	1	0	0	1	0	1	Car	0	No	
45	1	1	0	0	1	0	0				
47	1	1	?	1	maybe	maybe	1	Car	0	1	
48	1	1	0	0	1	0	1	Yes	0	No	
49	1	1	0	0	1	0	1	Car	0	No	
52	1	1	0	0	1	0	1	Car	0		
53	1	1	0	0	1	0	1	Car	0	No	
56	1	1	0	1	1	0	0		0	Yes!	
57	1	1	1	0	1	0	1	Car	0	Maybe	
59	1	1	0	1	1	0	1	Motor Scooter	0	Yes	
60	1	1	1	0	1	0	1	Car	0	Yes	
62	1	1	0	0	1	0	1	Car	0		
64	1	1	1	0	1	0	1	Car	0	Yes	
67	1	1	maybe	0	1	0	1	Car	0	No	
68	1	1	1	?	1	0	1	Car	0	Yes	
70	1	1	0	0	1	0	1	Motorcycle	0		
72	1	1	0	0	1	0	1	Cars	0		
73	1	0	1	1	0	0	1	Car	1		
74	1	1	1	1	1	0	1	Car	0	Yes	
76	1	1	0	0	1	0	1	Car	0	No	
77	1	1	1	1	1	0	0		0	Yes	
78	1	1	0	0	1	0	1	Other	0	Perhaps	
79	1	0	1	0	1	0	1	Car	0	No	
80	1	1	1	0	1	0	1	Car	0	Possibly	
83	1	1	1	0	1	0	1	Car	0	N/A	
85	1	0	0	1	1	0	0		0		
90	1	1	0	0	1	0				Checkmark	
91	1	1	1	0	1	0	1	Car	0	Not planning on purchasing another car.	
92	1	1	1	0	1	0	1	Car	0	Not Sure	
99	1	1	0	0	1	0	1	"sometimes"	0	maybe	

100	1	1	0	0	1	0	1	Car	0	yes, at house	
102	1	1	0	0	1	0	1	2 cars, 1 motorcycle	0	no	
7	0	0	0	0	0	0	0	0		No	
8	0						1	Motorcycle	0	No	
10	0						0		0	No	
20	0						1	Car	0	No	
23	0	0	0	0	0	0	0		0	N	
28	0	0	0	0	0	0	1	Car	0	0	
46	0	0	0	0	0	0	1	Car	0	No	
55	0	0	0	0	0	0	1	Car	0	No	
65	0	0	0	0	0	0	0				
69	0	0	0	0	0	0	0		0		
82	0	0	0	0	0	0	1	Car	0	No	
95	0	0	0	0	0	0	1	Other	0	0	
97	0	0	0	0	0	0					
13		1					1	Car, Bicycle	0	?	



GHI Outdoor Structures Task Force

2021 Final Report

09.25.2021

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Foreword

“There are no warning signs on the trampoline. The warning is the trampoline.”

- Chelsea Handler

“It is not fair to ask of others what you are not willing to do yourself”

- Eleanor Roosevelt

“And thou, Melkor, shalt see that no theme may be played that hath not its uttermost source in me, nor can any alter the music in my despite. For he that attempteth this shall prove but mine instrument in the devising of things more wonderful, which he himself hath not imagined.”

- Eru Ilúvatar

Contents

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- Scope of Structures Covered / Definitions
- Recommended Changes in GHI Policy and Practice and Anticipated Member Impacts
- Enforcement / Protocol for Non-Compliance
- Attachments

Executive Summary

The Task Force coordinated with GHI expert staff and relevant industry professionals to better understand the landscape of liability associated with temporary structures, including what types of physical infrastructure constituting an attractive nuisance. The Task Force developed several recommendations for changes to GHI policy to address gaps in key areas, responses to Board of Directors questions, and suggested staff protocols to help balance member freedom, required support, and liability de-risking.

Formal BoD questions (addressed more in-depth later on)

- **What specific outdoor recreation structures should be permitted/not permitted?**
 - No additional outdoor recreation structures identified in this report should be subject to the existing GHI permitting process.
 - Scope of Structures has the list of structure-types with coverage recommended.
- **Should GHI require members to sign a hold harmless agreement for certain types of recreation structures that are permitted?** (permitted taken here to mean ‘allowed’)
 - Yes. An example agreement is included in the Attachments.
- **Should GHI require members to have HO6 insurance for certain types of recreation structures that are allowed and what should be the amounts of insurance coverage?**
 - Yes, and verified via a standard form included in the same correspondence as the Hold Harmless agreement. The Task Force recommends a coverage amount for Personal Injury between \$200,000.00-500,000.00 in 2021 USD.
- **Should members provide evidence of insurance coverage to staff annually for certain types of recreation structures that are permitted?**
 - Yes, annually.
- **Should staff inspect certain types of recreation structures periodically to ascertain their condition and whether protective barriers are being maintained?**
 - On the spot inspections, or in conjunction with other inspections, yes.
 - Separate inspections, no.

Members and Meetings

Members of the Outdoor Structures Task Force were:

- Amy Knesel
- Chris Carbone
- Heather Mortimer (Board Liaison)
- Joe Ralbovsky
- John French (Staff Liaison)

Meetings were advertised on the GHI Calendar and held (roughly) monthly at 7:00pm Eastern on the following dates:

- June 16, 2021
- July 7, 2021
- August 4, 2021
- August 18, 2021
- September 08, 2021

Key Context

This Outdoor Structures Task Force was established by the GHI Board of Directors, ostensibly, in response to the concerns on liability, safety, aesthetic, and undue regulatory burden arising from a member's request to install a trampoline in a garden-side yard. The Task Force's work considers, more broadly, attainable solutions to these concerns, including changes in GHI policy, to help improve decision-making about requests similar to the one that began this effort.

Task Force's Purpose

- Review conditions and considerations involving outdoor structures not covered under the GHI permitting process and suggest both relevant revisions to GHI rules and targeted recommendations for GHI staff policy/procedures. Considerations include, primarily, the required balance for encouraging member freedom while also protecting members from any legitimate safety risks and associated liability risks that could result from GHI being a party to a lawsuit involving identified structures.

Task Force's Intentions

- Balance member freedom of choice with de-risking liability issues and preventing coop fee increase needed to contend with higher GHI-wide insurance premiums.
- Provide for safety of members and visitors with best practices, while allowing optionality for members.
- Prevent broad increases of demand on staff bandwidth.
- Prevent member confusion or undue irritation.
- Comply with existing policy

Methodology

- Conducted research on current and potential threats and risks, existing rules employed by similar entities, and technology solutions that could address concerns without fundamental upheaval of member behavior/experience.
- Solicit advice and expertise from GHI expert staff and insurance professionals.
- Coordinate with staff and GHI legal representation to formulate sound and effective recommendations within the Task Force's Scope.

Official Board Business that defines recommendations:

- What specific outdoor recreation structures should be permitted/not permitted?
- Should GHI require members to sign a hold harmless agreement for certain types of recreation structures that are permitted?
- Should GHI require members to have HO6 insurance for certain types of recreation structures that are allowed and what should be the amounts of insurance coverage?
- Should members provide evidence of insurance coverage to staff annually for certain types of recreation structures that are permitted?
- Should staff inspect certain types of recreation structures periodically to ascertain their condition and whether protective barriers are being maintained?

Suggested motion: "I move that the Board of Directors appoint a task force to recommend revised rules to mitigate GHI's liability associated with certain types of outdoor recreation structures that members may wish to install."

Scope of Structures / Objects Covered

An “attractive nuisance” is an item or condition that may result in injury to a child. Property owners may be held liable for these injuries even if the child was trespassing. In general, attractive nuisances are artificial conditions that are not obviously dangerous, but attractive to children. Apparent dangers (like fire, sharp objects, poison) and non-maintained features (like natural ponds, hills, natural choking hazards) are not considered attractive nuisances.

Common Attractive Nuisances Include:

- Swimming Pools (Addressed in XIII. Swimming Pools and Ornamental Ponds)*
- Fountains, Artificial Ponds, and other water sources*
- Trampolines*
- Playground Equipment and Swings*
- Dangerous Animals (Addressed in XV. Companion Animals)
- Tools and Construction Equipment
- Discarded Appliances or Vehicles (Addressed in III. Maintenance Standards)

ALL members are strongly encouraged to maintain HO6 insurance coverage with liability protection. For members with semi-permanent play structures and water features, HO6 insurance is REQUIRED.*

There are many families living in GHI and the surrounding areas, thus members should make every effort to protect children from potential dangers within their yards. Here are some actions you can take to protect children and reduce liability:

Swimming Pools Remove access to the pool when it is unsupervised. For above ground pools, remove the ladder. For in ground pools, install a fence and ensure that the gate is kept locked. Consider installing an alarm or flood light to alert you to any trespassers. Store chemicals in a locked shed or container. Keep a rescue device (throw rope or float) and first aid kit on hand.

Water Features Prevent drownings by building water features within fenced yards, covering standing water with sturdy wire or mesh, or building water features that do not have standing water (i.e. a “disappearing” waterfall).

Trampolines Trampolines should be constructed in adherence to the manufacturer’s guidelines and have a safety net. When not in use, the safety net should be locked and any steps or ladders to access the trampoline removed. Members should also consider building a fence, installing alarms or flood lights, and keeping a first aid kit nearby.

Playground Equipment, Play Houses, and Swings Play equipment should be constructed according to the manufacturer's guidelines. They should be well secured and placed on a soft substrate. Stationary ladders are considered safer than rope ladders. Consider keeping the playset within a fenced yard, and removing ladders and swings if it is to be unused for an extended period of time (for example, while on vacation).

Recommendations and Expected Member Impact

Currently, as-needed guidance to individual members on best-practices and requirements does not adequately address the safety and liability issues identified in the Key Context Section, and is time-intensive for GHI Staff.

We, the Task Force, therefore recommend that GHI adopt several changes in policy, identified as new or amended regulations in the member handbook, as well as standard procedures for GHI staff with regard to outdoor temporary structures.

While it is the intention of this Task Force to create as cost-effective and low-impact a framework as possible, several changes in member experience should be anticipated and prepared for.

Changes in Member-Handbook Regulation/Member Requirements

1. Requirement of appropriate liability coverage, with types and examples that would comply included in materials and responses to member inquiries.
2. A signed hold-harmless agreement (attached to other, provisional paperwork explaining requirements).
3. Some method of concurrence or acceptance, that member structures must have the ability to be ‘closed’ to prevent it from being an ‘attractive nuisance.’
4. Reexamination/Reiteration of current ‘seasonality’ of certain outdoor structures.

Changes in GHI Staff Procedure

1. Member Orientation Addendum
 - a. Additional information, including examples of commercially available insurance coverage, provided to members both during orientation and upon inquiry, for existing members.
 - b. Talking to members about the risks / responsibilities surrounding outdoor structures as a response to member initial inquiry, completing the requirement to provide evidence of active HO6 coverage, and inquiries related to non-compliance or need for adjustment of member equipment.
2. E-News scheduled info blast at the end of March, annually.
 - a. This item could/should contain:
 - i. Link to member handbook with references to official rules on Temporary Exterior Structures / Seasonal Structures.
 - ii. Link to this report and/or BoD minutes related to actions arising from this report.
 - iii. GHI email for member questions.
3. Standardized Staff Response to Inquiry
 - a. Standard explanation text for member requirement as a tool for staff to respond to inquiries and to improve the standardization of GHI’s response to inquiring members.
 - i. This will include a reference to the existing quiet-hours regulation.
 - b. Provide relevant staff with a statement from legal counsel that reflects GHI’s authority to require HO6 coverage for members that have temporary outdoor structures.
4. Recommended Member Complaint Process (Attachment 1)
 - a. Staff Guidance on handling member complaints about neighbor temporary structures.

- Aesthetics
 - Safety Concerns
 - Use / Behavior
5. Clarity that GHI staff will not inspect or approve exterior temporary structures at the time they are purchased, set up, or 'opened' by members.
 6. Adherence and publication of the enforcement protocol / staff guidelines.

Anticipated Member Impacts

The purpose of our efforts is to balance safety and liability concerns for individual members and the combined membership of our cooperative. The positive impacts from these changes are simple: decreased liability for GHI, improved safety for children, and increased transparency and freedom for individual members seeking broader use of their space. In assessing the impacts potentially negatively perceived, the Task Force identified several categories of perceived member issues.

1. 'More Rules'
 - a. With the advent of any new requirement levied on members of the cooperative, more reading on relevant information will be necessary for members to understand the required liability coverage, necessary specifications to prevent attractive nuisances, and limited interaction with GHI staff to indicate that rules have been understood and followed.
 - i. However, as some members may (currently or) otherwise find themselves grappling with how to adequately comply with looser guidance, this extra clarity may actually translate into time-savings and less uncertainty, rather than more.
2. 'More Structures'
 - a. With the provision of clearer, easily met requirements, more temporary exterior structures may be installed by members. This may affect the aesthetic of our neighborhood, and be noticeable by the neighbors of members who decide to pursue these structures.
 - b. This may be met with both positive and negative reactions, but it is likely GHI staff will receive complaints from those who view this as a negative development, rather than those who welcome any noticeable changes, including more enjoyment of their space.
 - c. In this instance, GHI staff should communicate the established rules, but not pursue responses that require a large amount of staff involvement or coordination.
3. 'More Spending'
 - a. Displeasure at needing to confirm or purchase an HO6 policy that includes standard liability coverage that applies to their proposed or existing temporary outdoor structure, even after understanding the purpose of that requirement.
 - b. Unhappiness or unwillingness to tender the technology-based solutions such as fencing, foldable stairs, mesh coverings, locks etc... in preventing a feature from being an attractive nuisance.
4. 'More Opinions'
 - a. Issues related to member complaints about 'use' of temporary structures.
 - b. Staff and Leadership time involved in dealing with individual member/neighbor complaints.
 - i. To ameliorate the time impact, the Task Force has proposed a draft 'Flow-Chart for Complaints Related to Outdoor Temporary Structures.' (Attachment 1)
5. 'More Versions'
 - a. Members may feel that there is inconsistent or incomplete communication of regulations within and outside of the membership.

- b. To prevent member misunderstanding, Staff should ensure that the requirements of Outdoor Temporary Structures are:
 - i. Consistent (identical) in all published material/locations
 - 1. Member Handbook
 - 2. On the GHI Website
 - 3. GHI Official Facebook
 - ii. Easily found on the website or via inquiry
 - iii. Publicized in existing channels (E-News)
 - 1. At time of adoption
 - 2. Annually, in March, with no-earlier than April 1 and removed by November 1 reiterated.
 - iv. Not shared on unofficial platforms where requirements may be incorrectly interpreted or explained.
 - 1. And removed, or highlighted as unofficial where these are shared outside of GHI staff/leadership control.

Enforcement and Protocol for Noncompliance

GHI relies on its members to voluntarily comply with rules and regulations. However, compliance enforcement for structures covered by this task force is critical given the potential liabilities placed on our cooperative. Enforcement for items covered in this report can happen three ways:

1. Visual inspection by GHI staff during annual yard inspections.
 - a. GHI staff should be provided a list of approved structures while performing yard inspections. GHI staff should note all structures and report those that are not on the approved structure list to GHI management for entry into the protocol for noncompliance.
2. Reports and complaints from GHI members.
 - a. GHI members should report suspected unapproved or noncompliant structures to GHI management. GHI staff will verify if the reported structure is approved or inspect the structure if noncompliance is identified. Structures found to be unapproved or noncompliant will be placed in the protocol for noncompliance.
3. Annual end-of-season walk-thru by GHI staff (not a currently employed strategy).
 - a. For seasonal items, GHI staff will visually inspect yards with approved seasonal structures to verify those structures have been properly removed. Given the likely small number of approved seasonal structures, additional staff burden for this task should be negligible.

Protocol for Noncompliance

Members who are found to be out of compliance with the requirements set forth for Swimming Pools, Water Features, Trampolines, Swingsets / Play Features / PlayHouses, will be notified in writing of their violation and required to correct noncompliance issues.

GHI staff will maintain a list of approved structures. Any structures identified that are not on the approved structures list or found to be noncompliant will face the following:

Unapproved or non compliant items:

Unapproved or noncompliant structure violations are serious in nature as they increase potential liability burden on GHI and are potential safety issues for members and/or visitors. These protocols are intended to reflect the serious nature of these violations and lead to quick solutions, whether through member compliance or direct action by GHI.

1. Written notice of violation sent to members upon discovery of violation. Written notice to include instructions to cease use of the structure immediately until approval is granted by GHI. The member must apply for approval or bring the structure into compliance within 10 days of receipt (or 10 days from mailing) of the violation notice.
2. If after 10 days of receipt or days from mailing, the member has not applied for approval, a second written notice will be sent to the member. This notice will again state that the member must cease use of the structure immediately. The member will be given an additional 10 days to get approval or bring the structure into compliance. The second notice will also state that if the member does not comply within 10 days, GHI staff may enter the yard to remove the structure and charge the member for the removal and disposal service.

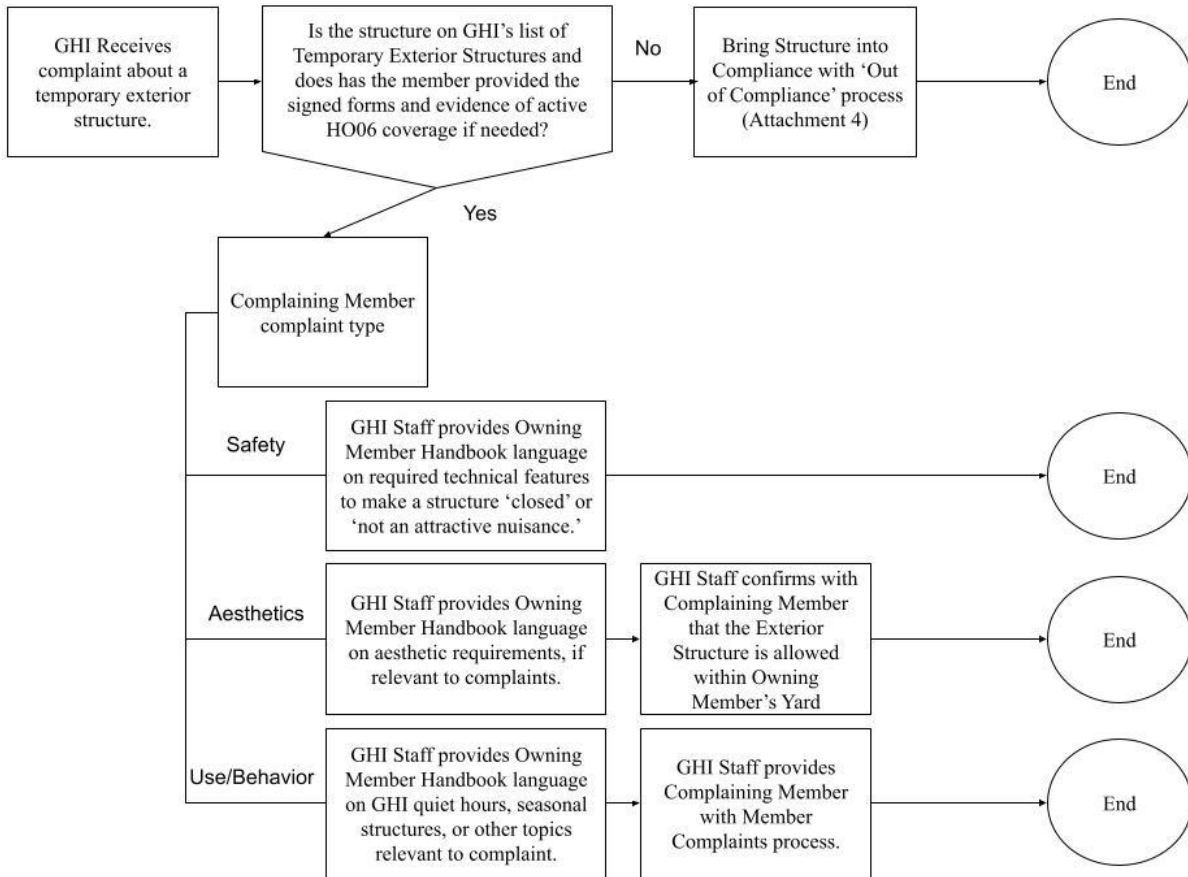
3. If after the given timeframe the structure has not been approved or brought into compliance, GHI staff will enter the yard and remove access to the structure and the member will be charged the fee-for-service rate.
4. For members with continued or recurring noncompliance, GHI staff may recommend convening a complaint panel to resolve the issue.
 - a. Caution tape or a similar tool should be used by staff to demarcate areas of GHI yards that are out of compliance.

Out-of-season items

Violation protocols for out-of-season structures are less serious and intended as gentle reminders for members. These items are approved and do not place significant additional liability burden on GHI, and therefore do not require significant GHI intervention.

1. For those structures with a designated season, recommended by this report to include: Trampolines, Temporary Pools, and Artificial Ponds, GHI staff will inspect yards with approved seasonal structures after the end of each season to ensure the structure has been stored.
2. Members with structures not properly stored will receive a reminder notice to remove and/or store structure for the off-season within 30 days.

Attachment 1: Flow-Chart for Complaints Related to Outdoor Temporary Structures



Attachment 2: Example Indemnification Agreement

INDEMNIFICATION AGREEMENT

This Agreement is entered into as of _____, 20____, by and between _____ (“Member”), whose address is _____, and Greenbelt Homes, Inc. (“GHI”), the address of which is 1 Hamilton Place, Greenbelt, Maryland 20770.

Recitals

- A. The Member is the occupant of a dwelling unit and certain exterior areas (“Yard”) located at _____. The dwelling unit and the Yard comprise the “Premises,” pursuant to the Member’s Cooperative Housing Proprietary Lease and Mutual Ownership Contract with GHI, dated _____ (“MOC”).
- B. GHI is the owner of the Premises and has authority to regulate the use of the Premises and to grant or withhold permission for any installations to be made on the Premises.
- C. The Member wishes to install the trampoline described and shown on Exhibit A to this Agreement (“Trampoline”) in the Yard.
- D. The Member has been fully advised of the risks of injury or death associated with use of trampolines and is willing to assume such risks and to hold GHI harmless from any claims arising in connection with the Trampoline.
- E. GHI is willing to permit installation of the Trampoline, subject to the terms and conditions of this Agreement, and the Member is willing to agree to and abide by the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, the parties agree as follows.

- 1. GHI hereby grants permission, subject to the terms and conditions of this Agreement and subject to the MOC and governing legal documents of GHI, for the installation of the Trampoline in the Yard, for the term of this Agreement.
- 2. The Member shall maintain the Yard, shall maintain a secure fence surrounding the Yard, and shall maintain the Trampoline, in good and safe order, condition and repair and shall perform all necessary maintenance and repairs. If the Member fails to perform such maintenance or repairs, GHI, in addition to, and not in lieu of, any other rights and remedies available to GHI, shall have the right, after 10 days written notice to the Member, to remove the Trampoline from the Yard, and the Member shall reimburse GHI for all of its costs in connection with such work, within 10 days after written demand for payment is sent by GHI to the Member.
- 3. GHI and its authorized agents and contractors shall have a right of entry upon the Yard at any time, without prior notice, for the purposes of performing inspections and performing

any work permitted by this Agreement. The Member shall not obstruct or hinder GHI in the exercise of this right or in the performance of any inspections or work permitted by this Agreement.

4. The Member shall indemnify and hold harmless GHI and its members, directors, officers, committee members, employees and agents, and their respective successors and assigns, from and against any and all claims, damages, injuries, suits, proceedings, actions or causes of action of any kind, including personal injury or death, along with all costs and attorney's fees, which may arise in connection with use of the Trampoline or the presence of the Trampoline in the Yard.
5. The Member shall at all times maintain an adequate liability insurance policy covering claims for injuries or death resulting from use of the Trampoline or the presence of the Trampoline in the Yard. GHI and its members, directors, officers, committee members, employees and agents, and their respective successors and assigns, shall be designated as additional insured parties under such insurance policy. A Certificate of Insurance documenting such required coverage is attached hereto as Exhibit B. The Member shall provide GHI with a Certificate of Insurance annually on or before the anniversary date of this Agreement, documenting that such insurance coverage remains in effect.
6. At such time as the Member ceases to be a member of GHI or ceases to reside at the Premises, this Agreement shall terminate automatically and the Member shall immediately remove the Trampoline from the Premises. Permission given by GHI to the Member under this Agreement for installation of the Trampoline is given personally to the Member, and shall automatically be withdrawn upon termination of this Agreement, and such permission shall not be assigned, and shall not transfer or convey, to any other person, including without limitation any tenant, any other member of GHI, any future occupant of the Premises, or any of the Member's heirs, successors or assigns.
7. If the Member fails to comply with any provision of this Agreement, or if GHI in its sole discretion determines that the presence of the Trampoline is not in the best interest of GHI or its members, GHI shall have the right to terminate this Agreement and the rights granted to the Member hereby upon 10 days' written notice to the Member.
8. Upon termination of this Agreement, the Member shall immediately remove the Trampoline from the Premises and shall not thereafter install any trampoline on the Premises. If the Member fails to remove the Trampoline as required within 10 days after notice from GHI, GHI shall have the right to remove the Trampoline from the Yard, and the Member shall reimburse GHI for all of its costs in connection with such work, within 10 days after written demand for payment is sent by GHI to the Member. The exercise by GHI of the right to terminate this Agreement shall not, however, constitute an election of remedies, and GHI shall have the right to take any other action available at law or in equity to enforce this Agreement or to enforce any other rights that GHI may have under the MOC, under the governing legal documents of GHI, or under applicable law. Any failure or forbearance by GHI to enforce this Agreement or any to exercise any other rights available to it shall not constitute a waiver of any right of GHI to enforce this Agreement or to exercise such other rights on any other occasion.

- 9. Notices required or permitted by this Agreement shall be in writing and shall be hand-delivered or mailed by first class mail postage prepaid, or sent by Federal Express or other nationally recognized overnight delivery service, or sent via electronic mail with confirmation of delivery, to the parties at the addresses set forth above, or to such other address as any party may designate by written notice from time to time. Notices sent by hand or electronic mail shall be deemed received upon actual receipt or upon refusal of receipt on the first occasion on which delivery is attempted. Notices sent by first class mail shall be deemed received four days after deposit in the U.S. Mail. Notices sent for overnight delivery by Federal Express or other nationally recognized overnight delivery service shall be deemed received 1 business day after delivery to such nationally recognized delivery service.
- 10. This Agreement cannot be modified except by written amendment of this Agreement, signed by the parties. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns.
- 11. This Agreement shall be enforced and construed under the laws of Maryland without regard to conflict of laws principles. Venue for any legal action in connection with this Agreement shall be in Prince George’s County, Maryland.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

GREENBELT HOMES, INC.

By: _____

President

By: _____

Secretary

MEMBER

EXHIBIT A

DESCRIPTION, SPECIFICATIONS AND IMAGE OF TRAMPOLINE

[ATTACHED]

(Pictures go here)

EXHIBIT B

MEMBER'S CERTIFICATE OF INSURANCE

[ATTACHED]

(Attachments go here)

EXHIBIT C

MEMBER’S HOLD HARMLESS AGREEMENT

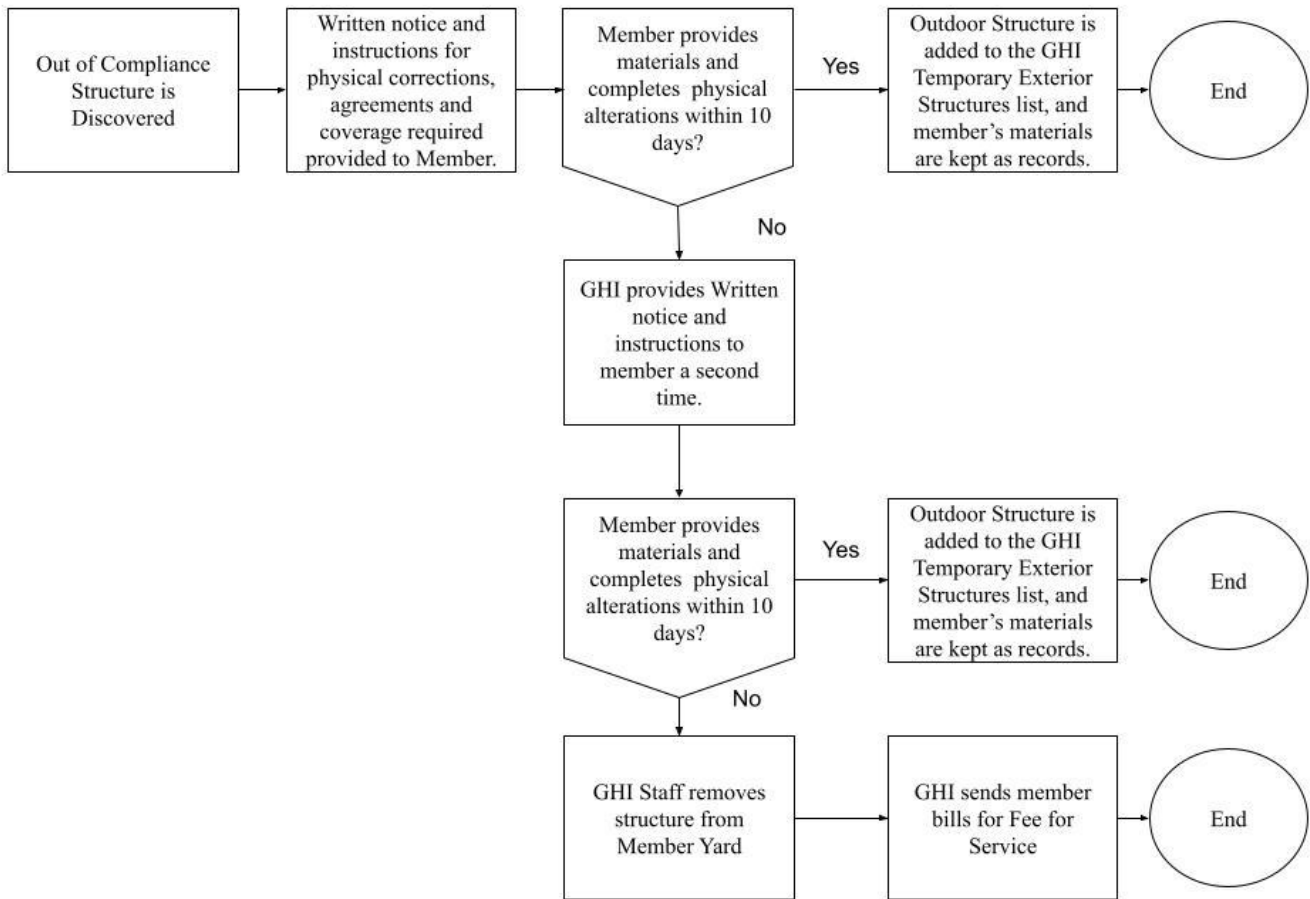
[Member Name] does hereby agree to indemnify, defend and forever hold harmless Greenbelt Homes Incorporated and its members, directors, officers, board and committee members, employees and agents against any and all suits, other causes of action or claims for damages of any type, kind or nature directly or indirectly caused by or arising out of the use of [Exterior Structure] at [address].

Member Signature

Date

Note: This is suggested wording only that we strongly recommend be reviewed by the Cooperative’s legal counsel.

Attachment 3: Flow-Chart for Non-Compliance Steps



Attachment 4: HO6 Coverage Cost and Explanation

As of July 2021, the average cost of HO6 insurance was \$308/year in Maryland.¹

<https://www.coverage.com/insurance/home/ho-6/>

(What is Covered PDF, by Allstate).

¹ <https://www.valuepenguin.com/average-cost-of-condo-insurance>

Comments

This report is well constructed with clearly defined parameters and demonstrates understanding of and respect for community resources and the unique character of GHI. It could/ should serve as a model or template for future similar reports. Thank you for the opportunity to add my personal comments:

With regard to HO-6 insurance-

- Can someone buy HO6 insurance for a temporary structure only or do they have to buy a basic policy (which covers personal belongings and minimum liability, etc) and add additional liability coverage for coverage of a temporary structure? This isn't clear in the report.
- Does the approved lender for GHI mortgages require that the borrower/ member purchase a basic HO-6 policy for the duration of their loan? If so, as opposed to saying that an HO-6 policy must be purchased to cover liability for certain structures, can the recommendation or requirement to purchase HO-6 insurance (for additional structures, attractive nuisance) be stated this way for members with an existing HO6 policy: In order to further protect the member's liability a 'rider' or 'endorsement' must be purchased/ attached to any existing HO6 policy to cover the increased liability associated with the structure?
- Although GHI may decide to require a minimum amount of (liability) insurance coverage for structures/ attractive nuisance, stating a range (\$200,000-\$500,000 for example) could introduce liability to GHI if an unfortunate event occurs and the member doesn't have enough coverage. One severe head injury can easily rack up a million dollars in hospitalization. My opinion is that any recommendation for a coverage ceiling should be left to the insurance agent. I also think GHI should avoid recommending or endorsing, even unintentionally, a particular insurance company or agent. This is something that can (and will) be taken up privately or in 'unofficial' groups on social media.

With regard to Anticipated Member Impacts (assuming the BOD approves the recommendations)-

- Under #3. "more spending," like any grown adult, a member who wants to install (no matter how badly) a structure must seek approval (even if they don't want to) and weigh the (financial) benefits and disadvantages based on standards and regulations (even if they don't like them) and make a personal decision.

With regard to Protocols for Non-compliance-

- Any situation that is seriously dangerous in nature should be shut down/ disabled immediately, not after ten days plus possibly another ten days. This could mean caution tape, signage, cease and desist order (I don't think this is correct terminology, but the idea...) or otherwise temporarily preventing use until the structure is in compliance or removed.