

NOTICE OF MEETING AND AGENDA
GHI BOARD OF DIRECTORS
OPEN MEETING
Starts at 7:45 p.m.
Thursday, March 2, 2023

VIRTUAL ZOOM MEETING ROOM
Members & Visitors may attend remotely.

1. Approval of Agenda

2. Statements of Closed Meetings

- a. Statement of a Closed Meeting of the Transition and Search Committee Held on February 16, 2023 (Attachment #1a)
- b. Statement of a Closed Meeting of the Board of Directors and the Transition and Search Committee Held on February 16, 2023 (Attachment #1b)
- c. Statement of a Closed Meeting of the Board of Directors Held on February 27, 2023 (Attachment #1c)
- d. Statement of a Closed Meeting of the Board of Directors Held on March 1, 2023 (Attachment #1d)
- e. Statement of a Closed Meeting of the Board of Directors Held on March 2, 2023 (Attachment #1e)

3. Visitors and Members (Comment Period)

4. Approval of Membership Applications

5. Committee Reports

6. For Discussion/Action

- | | | |
|---|------------|-------------------|
| a. Approve Minutes of the Closed Meeting Held on January 19, 2023 (Attachment #2) | 2 Minutes | Discussion/Action |
| b. 2023 Exterior Building and Yard Inspection Program (Attachment #3) | 15 Minutes | Discussion/Action |
| c. Parking Issues in Courts with Reserved Parking Spaces (Attachment #4) | 15 Minutes | Discussion |
| d. Finance Committee's Recommendation re: Relocation Payments to Members Affected By the Pipe Replacement Program | 15 Minutes | Discussion/Action |
| e. Motion to Hold a Closed Meeting on March 16, 2023 | 2 Minutes | Discussion/Action |
| f. Proposed Temporary Occupancy Agreement re: Non-Members Allowed by GHI to Reside in a GHI Unit (Attachment #5) | 15 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 DISCUSSION OF THE PRECEDING AGENDA ITEMS HAVE NOT BEEN COMPLETED.



GREENBELT HOMES, INC.

HAMILTON PLACE, GREENBELT, MARYLAND 20770

Area Code (301) 474-4161 Fax (301) 474-4006



MANAGER'S MEMORANDUM

TO: GHI Board of Directors
FROM: Eldon Ralph, General Manager *E. Ralph*
DATE: March 1, 2023
SUBJECT: Items for the **GHI OPEN** Board Meeting on March 2, 2023

GHI Open Meeting

6a. Approve Minutes of the Open Meeting Held on January 19, 2023 (Attachment #2)

Motion: I move that the Board of Directors approve the minutes of the Open Meeting held on January 19, 2023 (*as presented/as revised*).

6b. 2023 Exterior Building and Yard Inspection Program (Attachment # 3)

On February 8, 2023, the Board held a work session to discuss the following issues regarding GHI's Exterior Building and Yard Inspection Program:

- a) Should the format of the current inspection form be changed?
- b) Should the frequency of inspections be changed? At present, yards are inspected every 3 years.
- c) Should the Board consider instituting a rule to prohibit members from feeding undomesticated animals?
- d) How to protect the anonymity of persons who make complaints about the condition of neighboring yards?
- e) Should the rules be modified to state what cannot be stored in compost piles?
- f) Should the Board direct a standing committee to provide oversight of the inspection program?

- g) What actions should be taken regarding yards that are consistently very poorly maintained?
- h) Should GHI consider instituting a system of fines instead of relying on maintenance employees to correct violations?

During the work session, consensus was reached that the following items should be discussed during an Open Board Meeting:

- a) Whether all yards should be inspected annually, beginning in 2023.
- b) Several inaccurate references to the Member Handbook to be corrected in the list of “Deficiencies to Correct” on the 2022 Yard Inspection Form.
- c) The following items should be added to the list of “Deficiencies to Correct”:
 - Grass Height Exceeds 8”.
 - Water in Open Containers.
 - Plants Blocking Maintenance.
 - Trailer/Vehicle Stored in Yard.
 - Leaf Debris/Piles.
 - Damaged Privacy Screen.
 - Pet waste to be removed daily.
- d) A larger space should be included on the inspection form for the inspector to add comments explaining the deficiencies cited as necessary.

Attachment #3 is a draft inspection form that has been modified to include the changes recommended during the work session.

This item is on the agenda for discussion and action.

Suggested motion: I move that the Board of Directors stipulate that the yards of all GHI units shall be inspected during 2023, utilizing the inspection form for the Exterior Building and Yard Inspection Program (as presented/as revised).

6c. Parking Issues in Courts with Reserved Parking Spaces (Attachment #4)

This item is on the agenda at the request of two Board members who expressed concerns about the challenges some members experience due to visitors (known and unknown) parking in their reserved parking spaces.

Until 2012, GHI hired a towing company to tow away unauthorized vehicles parked in reserved parking spaces. This practice ceased after the State of Maryland enacted stringent towing laws that affect all community associations (refer to Attachment #4).

The Board should discuss possible measures that could be implemented to resolve the problem of unauthorized parking in reserved parking spaces.

6d. Finance Committee's Recommendation re: Relocation Payments to Members Affected By the Pipe Replacement Pilot Program

On February 2, 2023, the Board of Directors reviewed the following list of options that the Finance Committee recommended to compensate members who are displaced during the Pipe Replacement Pilot Program for frame and masonry homes:

- a) Pay each unit the same amount.
- b) Pay each unit a per diem of a fixed amount, times the number of days the unit is unusable plus two (2) additional days for moving out of and back into their unit. The two (2) additional days are because members will generally move out the day before the work begins and move back in the day after work ends.
- c) Same as b) above except the per diem would depend on the number of residents and/or companion animals in the unit.
- d) GHI to provide hotel room options on behalf of the membership. Members who choose the hotel room options would not receive any other compensation. Members who do not select hotel room options provided by GHI will receive monetary compensation commensurate with the average value of hotel stay.
- e) Receive input from the members relating to the full-fledged project before the Board of Directors makes a decision.
- f) Offer a bonus to be given to members who volunteer to be part of the pilot program.

After discussing the options stated above, the Board requested the Finance Committee to recommend the following:

- a) A base amount to be paid to each unit and additional amounts per person and per companion animal.
- b) A bonus amount to be paid to members as an incentive for them to participate in the pilot program.

The Finance Committee further discussed the matter and recommends that the Board consider the following options for compensating members:

- a) Compensate members at the rate of \$110 per day for each day they are unable to reside in their unit (plus one day for moving out and one day for returning to the unit if they choose not stay at a hotel arranged by GHI).
 - Notes: Simple. Easy to calculate, verify, apply, and understand.

- b) Compensate members based on the number of bedrooms of the original GHI unit.
 - Notes: Simple calculation. Justifiable. Consistent with the way coop fees are currently charged.
- c) Compensate members based on the number of people on the MOC.
 - Notes: Easy to understand. Theoretically simple but cumbersome for staff to administer. May lead to errors in calculation. Difficult to systematically check calculations for accuracy.
- d) Compensate members based on the number of people who live in the unit and the number of companion animals in the unit.
 - Notes: Violates GHI's rules. More complex than other options. Not verifiable. Application and validation are too difficult. Experience from HIP (optional replacement program) that we will run into problems when we try to accommodate everyone.
- e) Recommend a \$500 credit be applied to members' monthly fee as an incentive to participate in the Pipe Replacement Pilot Program.

This item is on the agenda for discussion and action.

Suggested motion: I move that the Board of Directors stipulate that members who participate in the Pipe Replacement Pilot Program shall be compensated as follows:

- a) A credit of \$110 per day shall be applied to the member's coop fee account for each day they are unable to reside in their unit, including one day for moving out and one day for returning to the unit after repairs are completed.
- b) A credit of \$500 shall be applied to a member's coop fee account as an incentive to participate in the Pipe Replacement Pilot Program.

6e. Motion to Hold a Closed Meeting on March 16, 2023

Motion: I move to hold a closed meeting of the Board of Directors at 7:00 pm on March 16, 2023.

6f. Statement Proposed Temporary Occupancy Agreement re: Non-Members Allowed by GHI to Reside in a GHI Unit (Attachment #5)

Occasionally, situations arise where a member may request permission from GHI for a non-member to temporarily reside in their unit during the member's absence for a period of time, or the Personal Representative of a member's estate may request permission for a non-member to reside in a unit until it is sold, or the non-member occupant of the unit becomes a GHI member.

Attorney Joe Douglass drafted a Temporary Occupancy Agreement (Attachment #5) that would be signed by the member or member's predecessor in interest, the non-member or occupant of the unit, and GHI, whenever GHI grants permission for a non-member to temporarily reside in a unit.

This item is on the agenda for discussion and action.

Suggested motion: I move that the Board of Directors adopt the Temporary Occupancy Agreement drafted by legal counsel (*as presented/as revised*).

REVISED

Statement of a Closed Meeting of the Transition and Search Committee Held on February 16, 2023

The Transition and Search Committee held a closed meeting at 5:25 pm on February 16, 2023 via internet audio/video conference to discuss matters pertaining to employees and personnel.

The closed meeting was authorized by sub-paragraph §5-6B-19(e)(1)(i) of the Maryland Cooperative Housing Corporation Act. The motion to hold the meeting was approved by a 6-0-0 vote of the Transition and Search Committee during an open meeting on February 16, 2023.

Statement of a Closed Meeting of the Board of Directors and Transition and Search Committee
Held on February 23, 2023

The Board of Directors held a closed meeting with the Transition and Search Committee at 7:00 pm on February 23, 2023, via internet audio/video conference to discuss a personnel matter.

The closed meeting was authorized by sub-paragraph §5-6B-19(e)(1)(i) of the Maryland Cooperative Housing Act.

The motion to hold the meeting was approved by a 9-0-0 vote of the Board of Directors during an open meeting on February 2, 2023.

Statement of a Closed Meeting of the Board of Directors Held on February 27, 2023

The Board of Directors held a closed meeting at 4:00 pm on February 27, 2023, at the Greenbelt Youth Center in Greenbelt Maryland, to participate in Round 2 interviews with final candidates for the General Manager position.

The closed meeting was authorized by sub-paragraph §5-6B-19(e)(1)(i) of the Maryland Cooperative Housing Act.

The motion to hold the meeting was approved by a 9-0-0 vote of the Board of Directors Committee during an open meeting on February 2, 2023.

Statement of a Closed Meeting of the Board of Directors Held on March 1, 2023

The Board of Directors held a closed meeting at 4:00 pm on March 1, 2023, at the Greenbelt Youth Center in Greenbelt, Maryland, to participate in Round 2 interviews with final candidates for the General Manager position.

The closed meeting was authorized by sub-paragraph §5-6B-19(e)(1)(i) of the Maryland Cooperative Housing Act.

The motion to hold the meeting was approved by a 9-0-0 vote of the Board of Directors Committee during an open meeting on February 2, 2023.

Statement of a Closed Meeting of the Board of Directors Held on March 2, 2023

GHI's Board of Directors held a closed meeting at 7:00 pm on March 2, 2023, via internet audio/video conference to discuss the following matters, as specified in the noted sub-paragraphs of the Maryland Cooperative Housing Corporation Act § 5-6B-19 (e) (1):

1. Approve Minutes of a Closed Meeting Held on January 19, 2023	(vii)
2. Request by a Non-member to Temporarily Reside in a GHI Unit	(iv)
3. Complaint Matters	(iv)

A motion to hold the closed meeting was approved during the open meeting of February 16, 2023, by Directors Bilyeu, Brodd, Hess, James, Lambert, Luly, McKinley, Mortimer, and Whipple.

Draft GHI Board of Directors
Open Meeting
(Virtual Zoom)
January 19, 2023
Starts immediately following GDC Closed Meeting

Board Members Present: Bilyeu, Brodd, Hess, James, Luly, McKinley, Mortimer

Excused Absences: Lambert, Whipple

Others in Attendance:

Eldon Ralph, General Manager

Joe Perry, Director of Finance

Deanna Washington, Director of Member Services

Jim Morris, Director of Maintenance

Thomas Williams, Director of Technical Services

Everett Hitchner, Human Resources Manager

Bruce Mangum, Contract Processor

Bill Jones, Audit Committee Chair

Grace Fisher, Audit Committee

David Benack, Audit Committee

Molly Lester, 6-M Hillside Road

Ben Fischler, 14-V4 Ridge Road

Henry Haslinger, 4-A Ridge Road

Alice Mitchell, 60-E Crescent Road

Stephen Holland, 56-E Ridge Road

Shawnda Atkins, 24-N Ridge Road

April Ashpes, 3-F Eastway Road

Kathy Bartolomeo, 15-R Laurel Hill Road

President Brodd called the meeting to order at 7:45 pm.

1. Approval of Agenda

Motion: To approve the agenda as presented.

Moved: James

Seconded: Hess

Carried: 7-0

2. Statements of Closed Meetings

2a. Statement of a Closed Meeting Held on January 5, 2023

GHI's Board of Directors held a closed meeting at 7:00 pm on January 5, 2023, via internet audio/video conference to discuss the following matters, as specified in the noted sub-paragraphs of the Maryland Cooperative Housing Corporation Act § 5-6B-19 (e) (1):

1. Approve Minutes of a Formal Hearing Held on October 27, 2022	(vii)
2. Approve Minutes of a Closed Meeting Held on November 17, 2022	(vii)
3. Consider Approval of the Following Contracts: <ul style="list-style-type: none"> • 2023-2025 Pest Control Contract -2nd reading • Contract with a Firm to Undertake the 2022 External Audit and Prepare Tax Returns 	(vi)
4. Member Financial Matters	(viii)
5. Complaint Matters	(iv)

During the meeting, the Board of Directors authorized the Manager to enter into the following contracts:

- a) A 3-year contract with Atek Pest Management Company to provide pest control services to GHI during January 1, 2023 to December 31, 2025, in accordance with the following price schedule:
- Cost of treatment/week for up to 15 units, exclusive of specialty pests \$220.00
 - Cost of treatment/week for each building unit over 15 units \$15.00
 - Cost per residential unit for resale termite inspection \$45.00
 - Cost per residential unit for treatment of termites \$225.00
 - Cost per garage unit for treatment of termites \$175.00
 - Cost per residential unit for treatment of carpenter ants \$95.00
 - Cost per garage unit for treatment of carpenter ants \$75.00
 - Cost per residential unit for treatment of carpenter bees \$75.00
 - Cost per residential unit for treatment of bed bugs per treatment \$175.00
 - Cost per residential unit for treatment of fleas/ticks \$65.00
 - Cost per residential unit for treatment of flies \$35.00
 - Cost per residential unit for treatment of bees/wasps/hornets \$45.00
 - Cost per residential unit for treatment of lice \$65.00
 - Cost per residential unit for treatment of external rodents \$7.00
- b) A contract with Ed Kwiatkowski, CPA, L.L.C. to conduct a full audit of the 2022 consolidated financial statements for GHI and GDC and prepare federal and state tax returns for the year ending December 31, 2022, at a cost of \$16,500, plus 10% for contingencies for a total cost not to exceed \$18,150.

A motion to hold the closed meeting was approved during the open meeting of December 15, 2022, by Directors Brodd, Hess, James, Luly, McKinley, Mortimer, and Whipple.

2b. Statement of a Closed Meeting Held on January 19, 2023

GHI's Board of Directors held a closed meeting at 7:00 pm on January 19, 2023, via internet audio/video conference to discuss the following matters, as specified in the noted sub-paragraphs of the Maryland Cooperative Housing Corporation Act § 5-6B-19 (e) (1):

1. Approve Minutes of a Closed Meeting Held on December 1, 2022	(vii)
2. Member Financial Matters	(viii)

3. Consider Approval of the Following Contracts: <ul style="list-style-type: none"> • Contract for Waste Collection and Disposal Services During 2023 to 2025 • Contract for Tub Reglazing Services During 2023 to 2025 • Contract for Use of Yardi Property Management System During 2023 to 2024 	(vi)
4. Rental Permit Granted to Members of a GHI Unit	(iv)

During the meeting, the Board of Directors authorized the Manager to enter into the following contracts:

1. A contract with WB Waste Solutions LLC to collect and dispose of miscellaneous waste from one 6 cubic yard container on a weekly basis, over a 3-year period commencing from April 1, 2023, at a cost of \$175.00 per month in the first year, with 6.0% price increases in the second and third years of the contract and a one-time delivery fee of \$125.00 for the container.
2. A contract with Baltimore Recycling Center to provide waste removal services over a 3-year period commencing from April 1, 2023 at the following charges:
 - a) Collection and disposal of construction waste from a 30 cubic yd container at \$561.75 per pull up to 3 tons, with a \$85.00 charge per ton over 3 tons during the first year of the contract.
 - b) Collection and disposal of tree waste from a 30 cubic yd container at \$514.50 per pull during the first year of the contract.
 - c) A 5% increase in charges stated in a) and b) above, during the second and third years of the contract.
3. A contract with North American Construction to provide tub reglazing services over a period of two years at the following prices in the first year, with a 5% increase in these prices for the second year of the contract:

a) Stripping a tub	\$125.00
b) Reglazing a tub	\$125.00
c) Installing a non-skid surface	\$125.00
d) Removing a tub drain	\$ 50.00
4. A contract with Yardi Systems Inc. for use of its Yardi property management system by GHI during March 2023 to February 2024, at a cost of \$ 45,614.40, with an amount of 10% for contingencies, for a total cost not exceeding \$50,176.

A motion to hold the closed meeting was approved during the open meeting of January 5, 2023, by Directors Bilyeu, Brodd, James, Lambert, McKinley, Mortimer, and Whipple.

3. Visitors and Members (Comment Period)

None

4. Approval of Membership Applications

Motion: I move that the Board of Directors approve the following persons into the cooperative and membership be afforded them at the time of settlement:

- **Sunkyu Park, Jin Choi, Joint Tenants, 14-R Laurel Hill Road;**
- **John J. St. Onge, Sole Owner, 14-T Laurel Hill Road;**
- **Kathryn P. Pearce, Sole Owner, 6-P Plateau Place;**
- **Linda L. Campbell, Sole Owner, 8-P Plateau Place;**
- **Emily Q. Kalaris, Sole Owner, 12-E Plateau Place;**
- **Whitley Sink, Ansley Sink, Joint Tenants, 16-F Ridge Road;**
- **Margaret MacArthur, Leigh Altman, Tenants by the Entirety, 33-S Ridge Road.**

Moved: James

Seconded: Hess

Carried: 7-0

5. Committee Reports

Vice-President McKinley reported that the Storm Water Management Subcommittee met with officials of the Town of Edmonston to obtain their assistance in developing a policy for the use of pervious pavement.

Director Mortimer reported that the Transition and Search Committee has officially launched the search for a new General Manager and is currently accepting applications. She advised that the committee has developed a timeline and anticipates two rounds of interviews, one round via Zoom and one round in person. Director Mortimer also informed the Board that the committee may need Board approval for relocation/travel expenses for candidates who may not be local. The committee anticipates these costs to range between \$20,000 and \$40,000.

Secretary James reported for the Woodlands Committee that work days have been held in several parts of the Woodlands, with good numbers of volunteers. The Woodlands Committee received a revised proposal from local Eagle Scout candidate, Christian Horschler, and it will be reviewed at an upcoming meeting. Secretary James also advised that the Woodlands Stream Study Group has continued to meet weekly, with a very useful presentation on January 10, 2023 from University of Maryland professor, Karen Prestegaard, on the geology of local streams and the limits of Regenerative Stormwater Conveyances. Joint meetings of the Woodlands Committee and Storm Water Management Subcommittee are awaiting resolution of a request for an outside facilitator.

Treasurer Hess reported that the Finance Committee and the Investment Committee met and that the Investment Committee will be forwarding a suggestion for a modification to the Investment Policy. Treasurer Hess also advised that the Finance Committee would be forwarding a list of possible reimbursements for participants in the Plumbing Pilot Program. The Finance Committee is also working on possible modifications to the Replacement Reserve Program and hope to have that review completed prior to work beginning on the program.

President Brodd reported for the Legislative and Government Affairs Committee met on January 10, 2023 to welcome a couple of new members and to review the senior tax credit and a proposed rent stabilization bill for PG County. President Brodd advised the committee is also staying abreast of other legislative changes at the state and local levels.

6. For Discussion/Action

6a. Approve Minutes of the Open Meeting Held on December 1, 2022 (Attachment #2)

Motion: I move that the Board of Directors approve the minutes of the Open Meeting held on December 1, 2022 as presented.

Moved: James

Seconded: Hess

Carried: 7-0

6b. Transition & Search Committee's Request to Change the General Manager Position Profile and Job Description (Attachments #3a-3c)

On December 15, 2022, the Board approved a Position Profile for the General Manager Position (Attachment #3a) that has been advertised since December 22, 2022, in recruitment efforts for a new General Manager. Attachment #3b is the current job description for the position.

Attachment #3c is a memorandum from the Transition and Search Committee that is requesting the Board to consider changing the General Manager position profile and job description to require a bachelor's degree "or equivalent experience".

This item is on the agenda for discussion and action.

Motion: I move that the Board of Directors adopt the Transition and Search Committee's recommendation to change the qualifications' requirements in the position profile and job description for the General Manager's position to "Bachelor's degree or equivalent experience".

Moved: Bilyeu

Seconded: James Amended and carried by a later vote

Motion to Amend: Insert "preferred" after "degree".

Moved: McKinley

Seconded: Bilyeu

Carried: 7-0

Motion as Amended: I move that the Board of Directors adopt the Transition and Search Committee's recommendation to change the qualifications' requirements in the position profile and job description for the General Manager's position to "Bachelor's degree preferred or equivalent experience".

Moved: Bilyeu

Seconded: James

Carried: 7-0

6c. Preparations for the 2023 Annual Membership Meeting (Attachment #4)

On December 15, 2022, the Board agreed by consensus that the 2023 Annual Membership Meeting should be held on May 11, 2023. Preparations for the meeting should begin now and staff must select a venue soon if it is decided to hold an in-person meeting.

Due to the Covid-19 pandemic, the dates and formats of membership meetings held since 2020 were as follows:

Type of meeting	Date held	Format of meeting
2020 Annual Membership Meeting	10/29/2020	Hybrid (virtual and in-person)
2021 Annual Membership Meeting	5/13/2021	Hybrid (virtual and in-person)
2022 Annual Membership Meeting	5/12/2022	Hybrid (virtual and in-person)
2022 Special Membership Meeting	12/8/2022	Virtual

The Board should consider whether to hold either a wholly virtual, a hybrid (i.e., virtual and in-person) or a wholly in-person membership meeting on May 11, 2023.

Get Quorum hosted the virtual components of the above-mentioned meetings satisfactorily, except for the Special Membership Meeting on December 8, 2022. Attachment #4 is an email from Get Quorum that explains the reasons for the difficulties members experienced during that meeting. If the Board decides to hold either a wholly virtual or hybrid meeting, it should advise staff whether to hire Get Quorum or another company to host the meeting. In August 2020, three companies including Get Quorum submitted the following bids to host the 2020 annual membership meeting:

Company Name:	Get Quorum	HOA Now	Computer Share
Meeting Hosting & Voting	\$3,000	Does not offer hosting services; only facilitates the voting process	\$14,995
Voting Services	Included	\$1,275	Included
Setup Fees	Included	Included	\$5,300
Total cost for all services	\$3,000	\$1,275	\$20,295

This item is on the agenda for discussion and action.

Motion: I move that the Board of Directors stipulate that the Annual Membership Meeting on May 11, 2023 shall be a hybrid meeting.

Moved: Hess

Seconded: Bilyeu

Carried; 7-0

6d. Staff’s Report on the 2022 Exterior Building and Yard Inspection Program (Attachments #5a-5b)

GHI's Community Beautification Program (CBP) was implemented following a 1983 petition from members at an Annual Membership Meeting, requesting enforcement of regulations and subsequent action by the Board of Directors. In 2017, the Board asked a Yard Solutions Task

Force to review the program and recommend solutions to its reported problems. On February 15, 2018, the Board accepted a report from the Yard Solutions Task Force which recommended changes to the program, including a new inspection form that was used to conduct the program during 2018 and 2019.

Due to feedback from several members, the Board decided to forego a program of community beautification inspections during 2020 and establish an Exterior Building and Yard Inspection Task Force to recommend the scope of an exterior building and yard inspection program that should be implemented. On February 18, 2021, the Board accepted the task force's report and stipulated that one third of GHI units must be inspected each year, using a revised inspection form that the task force prepared.

Attachment #5a is the form that was used to conduct the 2022 Yard and Exterior Inspection Program and Attachment #5b is a report from Jim Morris, Director of Maintenance Operations regarding the inspection results.

This item is on the agenda for discussion.

The Board scheduled a work session regarding the program on Wednesday, February 8, 2023 at 7 pm .

6e. Motion to Hold a Closed Meeting on February 2, 2023

Motion: I move to hold a closed meeting of the Board of Directors at 7:00 pm on February 2, 2023.

Moved: James

Seconded: Hess

Carried: 7-0

7. Items of Information

7a. President's Items

President Brodd reminded members of the upcoming work session between the Board and the Records Retention Task Force.

7b. Board Members' Items

Secretary James asked about the breakdown of the phone system not rolling over days prior to the meeting. Eldon explained that there was a disconnect when the new Director of Member Services was hired and the process for notifying Mitel of office holidays has now been clarified.

Director Bilyeu asked Eldon to confirm that the member who had issues with the phone system not rolling over has had his/her/their issue addressed. Eldon confirmed.

7c. Audit Committee's Items

None

7d. Manager's Items

None

Motion: To adjourn.

Moved: Hess

Seconded: Bilyeu

Carried: 7-0

The meeting adjourned at 8:55 pm.

Ed James
Secretary

GHI EXTERIOR BUILDING AND YARD INSPECTION PROGRAM

Address: _____

Inspector: _____

Initial Inspection Date: _____

Final Inspection Date: _____

___ Your yard **PASSED!** Your efforts enhance GHI. Thank you for caring about your neighbors and community!

___ Your yard **NEEDS SOME WORK** to meet GHI’s minimum exterior maintenance standards (Membership Handbook pages 36-37).

Please correct the items below by the specified date or contact GHI to make special arrangements. Staff will be assigned to resolve violations that remain after the Final Inspection Date. Please see the reverse side for more information and Final Inspection details.

Garden Side	Service Side	End Side	#	Deficiencies to Correct	Handbook Section	Correct By:	
			1	Grass height exceeds 8”	IV.C.1		Pass - Fail
			2	Leaf debris/piles	IV.D.1		Pass - Fail
			3	Debris and trash in yard	III.B.20.f		Pass - Fail
			4	Pet waste to be removed	III.B.20.d		Pass - Fail
			5	Water in open containers	III.B.20.a		Pass - Fail
			6	Stormwater drainage or yard swales obstructed	III.B.11		Pass - Fail
			7	Remove invasive plants – poison ivy – English ivy/wisteria climbing trees/walls	III.B.13		Pass - Fail
			8	Clear plants and debris from over/on walkways/beyond the edge of walkways	III.B.6		Pass - Fail
			9	Remove small trees within 36” of structures	V.E.3.c		Pass - Fail
			10	Plants blocking maintenance	V.E.4.b		Pass - Fail
			11	Trailer/vehicle stored in yard	XIV.A.3		Pass - Fail
			12	Damaged fencing	III.B.12		Pass - Fail
			13	Damaged privacy screen	III.B.12		Pass - Fail
			14	Clear access lane	VI.G.3		Pass - Fail

The items listed below (with Handbook Section References) are also the member’s responsibility and may be cited.

Damaged shed	III.B.15	Storm door damaged	III.B.16
Loose cable service wiring outside	IV.D.5	Mold/mildew on siding	III.B.4
Paint fencing	III.B.12	Street, rights of way, and court entrance hedge height above 42”	V.D.4.C
Peeling paint on walls	III.B.1-2	Damaged window screens	III.A.7
Store toys and tools	III.B.10	Broken window	III.A.7
Bare spots in yard	III.B.7	Excess wood stored	III.B.20.e
Trash screen repair/missing	III.B.17	House numbers missing	III.A.6

Comments by Inspector: _____

FINAL INSPECTIONS

GHI Staff will return to re-inspect cited deficiencies on or after the "Correct By" date.

A "Pass" indication signifies no further actions required. Thank you for attending to this issue!

A "Fail" designation will trigger assignment of GHI Staff or a subcontractor to correct the cited item. Work activity will be scheduled without further notification. Members will be responsible for any fees incurred, including trip charges.

A minimum fee of \$75.00 may be imposed and could be greater depending upon the nature of the citation.

ASSISTANCE

GHI's Warehouse Facility has tools and materials available for member use free of charge:

- 1- Extension ladders are available and will be delivered to your address upon request and picked up after use. Deliveries are typically scheduled for "Close Of Business" and retrieved at the beginning of the next working day. A member signed liability waiver is required, available at the GHI Maintenance Office.
- 2- Scrub brushes and extension poles are available for pick up from the Warehouse especially for cleaning vinyl siding.
- 3- Hunter Green paint (1 quart limit) is available for fence and trim paint touch ups.
- 4- Brown, green, and white paint (1 quart limit) is available for trim paint touch ups.
- 5- House letters and numbers are available. Proper identification greatly aids service and emergency situations. It is required by the city on all service-sides. For units not facing city streets, it's also required on garden-sides.
- 6- Straw for yard improvements is available for pick up by the member.
- 7- Tools for aerating lawns are available to help in establishing new sown grass or improving existing lawns.
- 8- Wood chips, an excellent groundcover or mulch, are stockpiled behind GHI offices for member landscaping needs.
- 9- Tall Fescue Grass Seed is available for purchase at \$2.00 per bag, a good value.

PROBLEM-SOLVING

GHI's Exterior Building and Yards Inspection Program is designed to enhance the community by ensuring that members comply with the minimum upkeep standards as defined in the Member Handbook. Maintenance Dept staff are prepared to assist members in resolving citations, offering alternative remedies and other solutions. However, members are ultimately responsible for compliance. Your support and cooperation will make the program successful.

SERVICES

GHI's Staff are here to assist you. Please call with any questions or problems you may have.

- Jim Morris - Director of Maintenance at 301-474-4161 Ext 132 e-mail jmorris@ghi.coop
- Ron Sookram - Maintenance Manager at 301-474-4161 Ext 129 e-mail rsookram@ghi.coop

NEW MARYLAND TOWING LAW IMMEDIATELY IMPACTS COMMUNITY ASSOCIATION TOWING PROCEDURES

By: [Ruth O. Katz](#), Community Association Attorney at Lerch, Early & Brewer in Bethesda, MD

As of October 1, 2012, community associations throughout the state of Maryland must comply with new towing laws prior to towing or removing a vehicle from association property. The new towing laws affect all Maryland associations that have more than three common area/common element parking spaces. Although the full regulations are lengthy, below are the highlights of provisions now impacting community associations.

Maryland Towing Signage Requirements

New signage provisions require every community association that tows vehicles from common spaces to have at least one sign for every 7,500 square feet of parking space. Each sign must:

1. Be at least 24 inches high and 30 inches wide;
2. Be clearly visible to the driver of a motor vehicle entering or being parked in the parking lot;
3. State the location to which the vehicle will be towed or removed and the name of the towing company;
4. State the hours during which the vehicle may be reclaimed. (State law requires that the vehicle be available for reclamation 24 hours per day, 7 days per week);
5. State the maximum amount that the owner of the vehicle may be charged for the towing or removal of the vehicle;
6. Provide the telephone number of a person who can be contacted to arrange for the reclaiming of the vehicle by its owner or the owner's agent.

Authorization from Parking Lot Owner Prior to Towing

Prior to towing or removing a vehicle, the towing company must have authorization from the parking lot owner (an authorized agent of the association) to tow or remove the vehicle, which includes:

1. The name of the person authorizing the tow or removal (typically a manager or board member);
2. A statement that the vehicle is being towed or removed at the request of the parking lot owner; and

3. Photographic evidence of the violation or event that precipitated the towing of the vehicle.

Mandatory Return of Vehicle to Owner

Before a vehicle is removed from a parking lot, a tower who possesses the vehicle shall release the vehicle to the vehicle owner or an agent of the owner:

1. If the owner or agent requests that the tower release the vehicle;
2. If the vehicle can be driven under its own power;
3. Whether or not the vehicle has been lifted off the ground; and
4. If the owner or agent pays a drop fee to the tower in an amount not exceeding 50% of the cost of a full tow.

As this towing legislation is currently in effect, associations should cease all towing from common area/element parking areas until they have complied with the signage and authorization requirements above.

Furthermore, as the full towing statute includes other requirements (that mainly affect towing companies), we recommend that the association ensure its towing company is aware of the new requirements because as the lot owner, the association can be held liable for inappropriate tows. Additionally, associations should amend their towing contracts, if possible, to include indemnification language that would require the towing company to indemnify and hold the association harmless from any illegal or improper tows from the association's property.

Associations also should be aware that individual counties may adopt more stringent requirements in addition to this new Maryland towing law. As such, associations should review these issues with its towing contractor and attorney to determine how this new law will effect their specific association. In some cases, when read together, the Maryland State law requirements combined with the local county/city regulations may result in additional obligations beyond that addressed here.

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GREENBELT HOMES, INC.

Temporary Occupancy Agreement

his Temporary Occupancy Agreement is entered into as of _____, _____, by and between _____ (“Member”), _____ (“Occupant”) and Greenbelt Homes, Inc. (“GHI”).

Recitals

A. Member (or Member’s predecessor in interest) and GHI are parties to a Proprietary Lease and Mutual Ownership Contract (“MOC”) with respect to unit _____ (“Unit”) in the building owned by GHI, located at _____.

B. Member has requested permission from GHI to allow Occupant to temporarily occupy the Unit.

C. GHI has reviewed Member’s request and the additional explanatory and supporting information submitted by Member and Occupant in support of the request, and GHI is willing to allow Occupant to occupy the Unit temporarily, subject to the terms and conditions of this Agreement.

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

1. Subject to this Agreement, Occupant shall be permitted to occupy the Unit for a limited time, beginning on _____, 20__ and, unless this Agreement is terminated earlier by either party as provided herein, ending not later than the earlier to occur of

_____, or _____, 20__ (“Temporary Occupancy Period”), when this Agreement and all occupancy rights hereunder shall terminate automatically, and Occupant shall vacate the Unit immediately without further notice from GHI. Before the end of the Temporary Occupancy Period, Occupant shall have the right to terminate this Agreement at any time by giving written notice to GHI.

2. Only Occupant and _____ shall be permitted to occupy the Unit. Occupant shall not allow any other person to occupy the Unit for any period of time. Occupant’s rights under this Agreement are personal to Occupant and shall not be assignable.

3. Occupant’s right of occupancy under this Agreement shall be a temporary, revocable license for use and occupancy of the Unit under the terms and conditions of this Agreement, and shall under no circumstances be construed as a leasehold, a sublease

or other possessory interest in the Unit. This Agreement shall not be construed as creating a landlord-tenant relationship between Occupant and the other parties to this Agreement, and Occupant shall have no rights as a tenant under any law relating to landlords and tenants. GHI shall have the right to revoke the license hereby granted and to terminate Occupant's right of use and occupancy hereunder at any time in GHI's sole discretion.

4. Member shall remain fully liable for the performance of all of Member's obligations under the MOC, including without limitation payment of all ongoing amounts owed to GHI, for the full term of this Agreement and thereafter. In addition, during the term of this Agreement, and for such additional months, if any, during which the Occupant resides in the Unit, Member shall pay to GHI a monthly surcharge equal to _____ % of the regular monthly payment owed to GHI under the MOC. Member shall be fully liable for, and shall pay promptly upon demand, any damages or costs, including without limitation any legal fees, incurred by GHI in connection with Occupant's acts or omissions under this Agreement or otherwise, or incurred in connection with enforcing this Agreement against Member or Occupant, including without limitation any expenses, costs and legal fees incurred by GHI in removing Occupant from the Unit and obtaining possession thereof. Any failure by Member to comply with any of the provisions of the MOC or of GHI's Bylaws or Rules shall constitute a material breach of this Agreement.

5. In the occupancy and use of the Unit, and at all times while on GHI property, Occupant and Occupant's household and family members, employees, agents, guests and invitees shall comply with the requirements of this Agreement and the requirements of the MOC, GHI's Bylaws and GHI's Rules, copies of which Member and Occupant have received, as well as all applicable laws and regulations, all of which are incorporated herein by reference.

6. Occupant accepts the Unit for temporary occupancy under this Agreement in "as is" condition, and shall maintain the Unit in good condition, reasonable wear and tear excepted. Member and Occupant, jointly and severally, shall be obligated, not later than 30 days after written demand by GHI, to reimburse GHI for all costs related to any repair or extraordinary maintenance or cleaning of the Unit or any other GHI property necessitated by the acts or omissions of Occupant, or of any of Occupant's household or family members, employees, agents, guests, or invitees, or by Occupant's failure to perform proper maintenance. GHI shall have the right to enter the Unit at any time after reasonable written or oral notice to Occupant, in order to make inspections, repairs, alterations or improvements, or for any other reasons that may be determined to be appropriate by GHI, in its sole discretion. GHI shall have the right to enter the Unit immediately without notice to Occupant in an emergency.

7. In the event of any default under this Agreement, or if GHI at any time deems the continued occupancy of the Unit by Occupant to be undesirable by reason of objectionable or improper conduct on the part of Occupant or on the part of any of Occupant's household or family members, employees, agents, guests, or invitees, or if

Occupant or any of Occupant's household or family members, employees, agents, guests, or invitees violates the MOC, GHI's Bylaws, any rule or regulation issued by GHI, or any federal, state or local law or regulation, GHI shall have the right to terminate this Agreement by giving Member and Occupant 30 days' written notice of termination, and this Agreement shall terminate at the end of such 30-day notice period.

8. At the end of the Temporary Occupancy Period, or upon termination of this Agreement at any other time, Occupant shall immediately vacate the Unit and shall leave the Unit free of trash and debris, in a broom-clean condition, ordinary wear and tear excepted. If Occupant fails to do so, then GHI shall have the right to perform any necessary cleaning and trash removal at Occupant's expense, and Occupant shall reimburse GHI for all costs incurred by GHI in performing any such work. Occupant shall deliver all keys to GHI within 24 hours after vacating the Unit. Termination of this Agreement by GHI shall not be GHI's exclusive remedy for any default, and shall not be deemed to be an election of remedies by GHI. Member and Occupant, jointly and severally, shall be liable for any and all damages, expenses, costs and attorney's fees arising in connection with Occupant's use and occupancy of the Unit, or in connection with any default under this Agreement, or otherwise incurred by GHI in enforcing its rights under this Agreement, and shall reimburse any and all such amounts to GHI within 30 days after written demand from GHI.

9. If Occupant fails to vacate the Unit as required by this Agreement, the parties agree that Occupant shall be deemed to be a trespasser, and GHI shall have the right without further notice or notice to quit, any such notice being hereby expressly waived, to re-enter the Unit, to take possession thereof, through judicial process if necessary, and to remove and dispose of all personal property from the Unit without obligation or liability to Occupant or any other party. GHI shall have the right to exercise any right or remedy provided by law for recovering possession of the Unit and for recovering from Member and/or Occupant, jointly and severally, any and all damages, costs, attorney's fees, and any other amounts owed to GHI by Occupant under this Agreement.

10. GHI, its members, directors, officers, agents, contractors and assigns, shall not be responsible for, or have any liability for, loss of, or damage to, any of Occupant's or any other party's personal property in connection with the use and occupancy of the Unit, or in connection with the removal of such personal property by GHI or its agents upon termination of Occupant's temporary occupancy under this Agreement. Any personal property of Occupant or any other party remaining in the Unit after termination of Occupant's temporary occupancy or upon surrender or abandonment of the Unit by Occupant before the end of the Temporary Occupancy Period shall be conclusively deemed to be abandoned by Occupant, and GHI may dispose of any and all of such personal property at Occupant's sole cost and expense, without liability to Occupant or any other party.

11. Occupant and Member, jointly and severally, hereby release, and shall indemnify and hold harmless GHI, its members, directors, officers, agents, contractors and assigns

from and against any and all claims, damages, injuries, demands, penalties, proceedings, actions or causes of action, including all costs and attorney's fees actually incurred, arising out of this Agreement, arising out of the use and occupancy of the Unit by Occupant or any other party, or arising out of any act or omission of Occupant or any of Occupant's household or family members, employees, agents, guests, or invitees.

12. Occupant and Member acknowledge that the statements and representations made in connection with the request for permission from GHI for Occupant to occupy the Unit are true, that they have induced GHI to enter into this Agreement, that they are deemed to be a part of this Agreement, and that the falsity of any such statement or representation shall constitute a material breach of this Agreement and shall entitle GHI to exercise any and all remedies available to GHI for Member's and/or Occupant's default under this Agreement.

13. Any waiver by GHI of a default under this Agreement shall not be construed a waiver of any of the terms or conditions of this Agreement or as a waiver of any other or subsequent default. GHI's acquiescence or failure to take action in the event of a default shall not operate as a waiver of such default, or any other or subsequent default, even though such default may continue for any extended period of time. Nothing in this Agreement, and no act or failure to act by GHI shall be construed as a waiver of any right or remedy available to GHI under this Agreement or under applicable law.

14. This Agreement and the conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns. This Agreement contains the final and entire agreement between the parties hereto, and neither they nor their respective heirs, personal representatives, executors, administrators, successors and assigns are bound by any terms, conditions, statements, warranties or representations, oral or written, not set forth or expressly referenced herein. This Agreement cannot be modified or amended orally, but only by a further written agreement signed by GHI, Member and Occupant. This Agreement may be signed in multiple counterparts, each of which shall be equivalent to an original signed copy of this Agreement.

15. This Agreement shall be construed and enforced under the laws of the State of Maryland without regard to conflict of laws principles. Any legal action in connection with this Agreement shall be brought in the courts having jurisdiction over Prince George's County, Maryland. If any provision in this Agreement is by held by a court to be illegal or in conflict with any applicable law, the validity of the remaining provisions of this Agreement will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the provision that was held to be illegal or in conflict with applicable law.

16. Time is of the essence of this Agreement.

17. Any notices required or permitted under this Agreement shall be delivered by hand or by a recognized overnight courier service, or mailed by first class U.S. Mail, to Member at _____, to Occupant at the Unit address, and to GHI at 1 Hamilton, Place, Greenbelt, Maryland 20770.

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

GREENBELT HOMES, INC.

MEMBER

By _____

Title

OCCUPANT
