

**Minutes**  
**GHI Board of Directors**  
**June 2, 2016**

Board Members Present: Brodd, Hess, Holland, James, Jones, McFadden, Novinski, and Skolnik

Absent: Marcavitch

Others in Attendance:

Eldon Ralph, General Manager	Henry Haslinger
Joan Krob, Director of Member Services	Robert Snyder
Joe Perry, Director of Finance	Rebecca Packer
Tom Sporney, Director of Homes Improvement Program	Anna Bedford-Dillow
Leeann Irwin, Audit Committee	Barrett Bedford-Dillow
Molly Lester, Audit Committee	Callum Bedford-Dillow
Emmett Jordon, Mayor, City of Greenbelt	Kim Kweder
Diane Wilkerson	Lola Skolnik
Linda Levine	Susan Harris
	Monica Johnson, Recording Secretary

President Skolnik called the meeting to order at 7:44 p.m.

**1. Approval of Agenda**

Skolnik added to the agenda: Item 7g. Contract for Replacement of the Roof for an Addition at 5-C Laurel Hill Road 1<sup>st</sup> Reading; Item 7h. Contract for Repairs to Slate Roofs and Gutters Damaged by a January 2016 Snowstorm, 1<sup>st</sup> Reading; Item 7i. Window Air Conditioner Bracket for New Windows; The original Item g was moved to Item j.

**Motion: The Board of Directors does approve the agenda as revised.**

Moved: Holland

Seconded: McFadden

Carried: 7-1-0

Opposed: Hess

**2. Report on Executive Session**

Skolnik reported the Executive Session is in recess and no report is available.

**3. Visitors and Members (Comment Period)**

Mayor Emmett Jordan stated that he is looking forward to the Stakeholder's meeting with GHI's Board, and that the Council members are looking to approve the City Budget on the 6<sup>th</sup>. Mayor Jordan also mentioned that the City Manager will be retiring in October.

Linda Levine mentioned that she was having difficulties coordinating some permits from GHI and the County.

Kim Kweder questioned the timeliness and effectiveness of the Emergency Maintenance Services and the Contractors with the Homes Improvements Program.

#### 4. Approval of Membership Applications

**Motion: That the following members are accepted into the cooperative and membership is afforded them at the time of settlement:**

- Christopher J. Brown, Sole Owner.
- Patricia McCarty, David McCarty, Tenants by the Entirety;
- Edward J Murray, Meghan P. Murray, Joint Tenants.

Moved: James

Seconded: Hess

Carried: 8-0

#### 5. Committee Reports

Homes Improvement Program – Sporney reported that regarding the envelope work the contractor has completed installing windows at 11 and 12 Hillside and half of 22 Hillside. Installations of doors are scheduled for mid-June to late-June. Baseboard heaters are being installed at 22 Court Hillside.

Buildings Committee – Skolnik reported that the Buildings Committee is working very hard to get the Pilot Program final report to the Board.

#### 6. Consent Agenda

**Motion: Approve the consent agenda.**

Moved: Hess

Seconded: James

Carried: 8-0

##### 6a. Contract for Repairs to 2-F Eastway, 2<sup>nd</sup> Reading

**Approved by Consent Agenda: I move that the Board of Directors authorize the Manager, for second reading and final passage, to sign a contract with Three Rivers Restoration to repair 2-F Eastway Rd as directed by Greenbelt Homes Inc., at its bid of \$19,391.24 plus 10% for contingencies, for a total not to exceed \$21,330.**

##### 6b. Contract for Repairs to 11-E Ridge Road, 2<sup>nd</sup> Reading

**Approved by Consent Agenda: I move that the Board of Directors authorize the Manager, for second reading and final passage, to sign a contract with Richard Gehring Home Improvements to repair 11-E Ridge Rd as directed by Greenbelt Homes Inc., at its bid of \$9,000 plus 10% for contingencies, for a total not to exceed \$9,900.**

##### 7a. Approval of Minutes: May 5, 2016

**Motion: I move that the Board of Directors approve the minutes for the May 5, 2016 meeting.**

Moved: James

Seconded: Hess

Carried: 7-0-1

Abstained: Holland

7b. Yardline Certification: 12A-H Hillside and 11B-G Hillside

The Yardline Committee is recommending that the Board certify yard plats for 12A-H Hillside Rd and 11B-G Hillside Rd that the committee has prepared. The committee did not submit proposed yard plats for 11A and 11H Hillside at this time since GHI has asked the City of Greenbelt to re-designate the rights of way to eliminate significant encroachment problems at five sites including the yards of 11A and 11H Hillside Rd. This exercise is currently in progress.

Staff submitted the recommended yard plats to the pertinent members for comment and did not receive any adverse feedback.

**Motion: I move that the Board of Directors certify yard plats for 12A-H Hillside and 11B-G Hillside as presented.**

Moved: Hess

Seconded: McFadden

Carried: 8-0

7c. Architectural Review Committee's Recommendation re: Oversized Shed at 13-F Hillside Road

On February 16, 2016, Mr. Jose Menjivar, the member submitted a request to the Technical Services Department for approval to construct a shed with the dimensions 11' wide x 8' deep x 10' high in his gardenside yard. The Director, Technical Services issued a building permit for the construction of an 11' wide x 10' deep shed with specific conditions. The permit specified that the member should contact the Technical Services Department for a footing inspection prior to framing the shed.

The member did not request a footing inspection. Staff subsequently observed a partly constructed shed of dimensions 11' wide x 10' deep x 10' high that was built over a swale. The member was requested to cease construction. GHI's rules state that sheds shall not exceed 8% of the yard area where they are located and the height shall not exceed 9 feet from floor to peak. Hence the maximum area of the shed at 13-F Hillside should have been 63 square feet with a maximum height of 9'.

On April 16, 2016, the member submitted a letter that requested permission to continue building the shed. Staff referred the matter to the Architectural Review Committee. During the committee's deliberations on May 11<sup>th</sup>, committee members made the following comments:

*The member applied for permission to build an 11' x 10' shed in his gardenside yard.*

- a. He received a letter from GHI stating that the shed was approved, with provisions. One of the conditions was that the shed could not be larger than 80 square feet or 8% of the yard area. Also in the provisions was the height limit of 9' and the requirement to have a footing inspection.*
- b. The communication from GHI was unfortunately unclear, resulting in the member beginning work on the shed. At the time of the ARC meeting, the shed was completely framed out, using the proposed dimensions of 11' wide x 10' deep x 10' high. No footing inspection was carried out.*
- c. If a footing inspection had been called for at the appropriate time (before pouring concrete), the size issues would have been caught early enough to easily correct.*
- d. Given the small size of the gardenside yard, the shed should have been limited to 63 square feet, or close to half of the current shed size.*

- e. *The ARC agrees with the member that the letter received from GHI was, unfortunately misleading. The provisions were not clearly addressed, and there should be more information regarding exactly what a footing inspection entails.*
- f. *The ARC strongly recommends to GHI Staff to review the process of issuing letters of approval with such important provisions. It would be better to reject a permit, stating what rules need to be met, or suggesting that the member ask the Board for an exception.*
- g. *The member is willing to lower the roof of the framed shed by 1 foot so it meets the height limitation.*

The ARC passed a motion by a vote of 7-0-0 to recommend that the Board of Directors grant an exception for the oversized shed at 13-F Hillside Road with the understanding that the roof will be lowered by 1 foot.

**By Consensus: That the Board delay action on this item until the next meeting.**

Skolnik asked staff to meet with the member at 13F Hillside Road to discuss the particulars and come to an arrangement.

7d. Architectural Review Committee's Recommendation re: Proposed Gardenside Addition at 14-Z3 Hillside Road

On February 15, 2016, Ms. Anna Bedford and Mr. Barrett Dillow (the members of 14-Z3 Hillside Rd) submitted a permit request to the Technical Services Department for removal of an existing 60 sq. ft. serviceside addition and construction of a new serviceside addition with a bathroom and laundry facility totaling 189 sq. ft., at a depth of 7 feet from the front of the building. The members had obtained consent from their adjacent neighbors to build the new addition. The unit has an existing two-story gardenside addition totaling 560 sq. ft.

Staff forwarded the permit request to the Architectural Review Committee for consideration because the proposed roof line for the new addition did not harmonize with the roof line of the main unit. Paragraph X.G. Serviceside Additions for Frame Homes in GHI's Rule Book states, "*The roof lines of an addition should be of the same type as the original structure or blend with the existing lines. In no case shall an addition have a higher roof than the original structure.*"

*During the ARC meeting on April 13, the following observations were made:*

- a. *The members wish to remove an existing, drafty, poorly constructed serviceside addition and replace it with a larger one. The entry door would be relocated to create a mud room, and a combination laundry room and bathroom.*
- b. *The unit is on the HIP schedule for 2019.*
- c. *The proposed design for the addition has an asymmetrical gable end roof, which is odd looking.*
- d. *The new addition would be in a very visible location, facing Hillside Road and the entry to the court.*
- e. *The addition is designed to extend 7' into the serviceside yard and approximately 15' into the end side yard. The addition is not oversized when considering square footage, even when considering the existing large, two-story addition to the gardenside of the unit.*
- f. *The narrow service side yard means that the distance the addition should be limited to extending into the serviceside yard (30%) is 6'.*

- g. Extending the roof over the entry door would create a small porch, adding protection to the entry door.*

During the April 13 meeting, ARC passed a motion by a vote of 6-0-0 to recommend that the Board of Directors not approve an exception for the proposed addition because of the following reasons:

- Odd roof slopes
- The location of the addition imposes on the entry to the court
- With multiple additions, there is concern about losing the identity of the original unit, a particular concern in such a visible location.

After the April 13 meeting, the members re-designed the addition. During its May 11 meeting, the ARC reviewed the revised design drawings and made the following observations:

- a. The member has redesigned the service side yard addition, taking into consideration the ARC comments from April.*
- b. The Ridge of the new addition aligns with the front face of the original structure, allowing the roof to be symmetric about those lines.*
- c. The proposed roof extends beyond the front door, creating a porch for the new entry. Elizabeth Shepard suggested adding a bracket or some eave detailing to make the roof extension look more “supported” and to further articulate the new entry location.*
- d. It is still a big, bulky addition in a very prominent location, viewed from the street and viewed as entering the court.*
- e. The redesigned roof is much more compatible with the style of the original structures.*
- f. The proposed addition extends 7’ into the service side yard. The service side yard is 19’-6”, so 7’ is somewhat over the allowed 30% (which would be just under 6’).*
- g. The overall added square footage of the proposed addition and existing addition does not exceed the allowable addition square footage.*

Because of the greatly improved roof design, the ARC passed the following motion on May 16 by a vote of 5-0-0:

Motion: The ARC recommends to the Board of Directors that an exception for the proposed addition at 14-Z3 Hillside Road, as presented in the May 11<sup>th</sup> ARC meeting, be given to allow the addition to extend past 30% of the depth of the service side yard.

**Motion: I move that the Board of Directors approve an exception for the proposed addition at 14-Z3 Hillside Rd, as presented during the Architectural Review Committee’s May 11<sup>th</sup> meeting, to allow the addition to extend past 30% of the depth of the service side yard and to move the entry door to the addition.**

Moved: McFadden

Seconded: Hess

Carried: 7-1-0

Opposed: Jones

7e. Architectural Review Committee’s 21<sup>st</sup> Century Garden City Task Force Proposal

A proposal from the Architectural Review Committee recommends the establishment of a 21<sup>st</sup> Century Garden City Solutions Task Force that would survey members and propose more appropriate solutions for screening, fencing, sheds, plants, rain barrels, patios etc. in members’ yards.

**Motion: I move that the Board of Directors establish a 21<sup>st</sup> Century Garden City Task Force. The task force shall present its report with recommendations to the Board no later than July 4, 2018.**

Moved: Hess

Seconded: Brodd

Carried: 8-0

Brodd volunteered to be the board liaison to the task force. Skolnik asked that Brodd work with Susan Harris to develop a charter for review by the Board.

7f. Architectural Review Committee's Review of GHI's Neighbor Consent Rules

Last March 3<sup>rd</sup>, the Board passed a motion that directed the Architectural Review Committee to review the neighbor consent rules in the member handbook and recommend those specific instances where the "neighbor consent" rule should be changed to "neighbor inform".

ARC presented an outline of the sections in the handbook when neighbor consent is currently required if a member desires to undertake an improvement.

In its report, the ARC has defined its interpretation of "adjoining units" and "adjacent units" and advocates changes to the neighbor consent rule for only two items – decks/porches and entry door paint color.

**Motion: I move that the Board of Directors accept the Architectural Review Committee's report regarding its review of current Neighbor Consent Requirements in GHI's Member Handbook.**

Moved: Hess

Seconded: Jones

Carried: 8-0

7g. Contract for Replacement of the Roof for an Addition at 5-C Laurel Hill Road 1<sup>st</sup> Reading.

Ralph reported that in 1985, the member of 5-C Laurel Hill Rd hired Patio Enclosures Inc. to construct a 12'x16' patio enclosure on the gardenside of the unit. The patio enclosure was fitted with the company's proprietary roofing system comprising a seven-ply honeycomb insulation layer sandwiched between two outer skins of pre-coated aluminum with a modified acrylic finish. Two skylights were also installed. The current roof and skylights are defective and must be replaced. The patio enclosure cannot support another type of roof such as an asphalt-shingle roof.

The patio enclosure was enrolled on the addition maintenance program in 1988, when the current members acquired the unit. The member was issued an addendum to the MOC that included the patio enclosure as a part of the unit. However, none of the components of the patio enclosure were excluded from GHI's maintenance responsibility. The maintenance and replacement of the roof should have been excluded from coverage by GHI at that time since it is a non-standard roof.

Patio Enclosures Inc. has submitted the following estimate:

Tear out and haul away existing honeycomb roof	\$950.00
Install new overall size 12'x14', 3" EPS roof system and structural I-beams	\$7337.00
New gutter	\$280.00
New roof flashing	\$350.00
Install two glass roof panels	\$1,500.00

<b>Total roof replacement cost</b>	<b>\$10,417.00</b>
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The members have agreed to a proposal whereby GHI would pay \$3,339 and they would pay \$7,078 towards the cost of the new roof. Staff based GHI's contribution on the estimated cost for installing a new asphalt-shingle roof with new gutters. Staff would supervise the roof replacement and handle any repairs that may arise during the two-year warranty period. The members would sign a new MOC addendum whereby they would be responsible for the maintenance and future replacement of the roof beyond the two-year warranty period.

Staff proposes that GHI issue a contract to Patio Enclosures in the amount of \$10,417. The members would be provided with a fee-for-service proposal and pay GHI the amount of \$7,078 after the work is completed.

**Motion: I move that the Board of Directors approve a contract with Patio Enclosures Inc., for 1<sup>st</sup> Reading, to replace a roof for the gardenside patio enclosure at 5-C Laurel Hill Rd at a cost of \$10,417.00.**

Moved: Hess

Seconded: McFadden

Carried: 8-0

7h. Contract for Repairs to Slate Roofs and Gutters Damaged by a January 2016 Snowstorm, 1<sup>st</sup> Reading

Point of Order was called by Director Hess to consider Item 7h in Executive Session.

President Skolnik ruled the Point of Order invalid and suggested they continue with Item 7h.

Objected by Director Jones.

Vote was taken. Point of Order does not stand.

Ralph reported in January 22–24, 2016, a major blizzard produced up to 24 inches of snow in GHI and caused damage to slate roofs and gutters on masonry units. GHI's maintenance staff inspected the roofs; the inspections revealed the following:

- Roofs and or/gutters on 252 of a total 318 units were damaged.
- One gutter bracket, 79 slate tiles, 3006 gutter clips, 216 snow guards and one section of bent gutters need to be replaced.

Technical Services staff reported the damage to Philadelphia Insurance Company through our insurance broker USI Inc. and obtained the following bids from three contractors for the repair work:

NAME OF COMPANY	BID AMOUNT
Prompt Restoration Inc.	\$63,115.15
Katchmark	\$27,808.00
Minkoff Company Inc.	\$61,081.99

Prompt Restoration Inc. and Minkoff Company Inc. submitted very detailed estimates in a format that was compatible with the format that the insurance company adjuster uses to assess damage; however, Katchmark only provided a summary cost. GHI previously hired Prompt Restoration to

repair slate roofs that were damaged by a snowstorm in 2010. Philadelphia Insurance Company recommended Minkoff to GHI since that company had done similar work for its other clients in the past.

Philadelphia Insurance Company has committed to pay GHI the cost of \$61,081.99 (Minkoff's bid) less the deductible amount of \$5,000 to make the repairs. They have applied a 25% holdback (\$15,270.49) pending completion of the repairs and have issued GHI an initial payment of \$40,811.50.

Staff recommends awarding the contract to Minkoff Company Inc. Philadelphia Insurance Company informed staff that it would consider approving further payments beyond \$61,081.99 if damages (not discovered during the initial inspection) are observed when the repair work is in progress.

**Motion: I move that the Board of Directors authorize the Manager for first reading to sign a contract with Minkoff Company Inc., for repairs of slate roofs and gutters that were damaged by the January 22–24, 2016 snowstorm, at its bid of \$61,081.99 plus 15% for contingencies, for a total not to exceed \$70,245.00.**

Moved: Jones

Seconded: Hess

Carried: 8-0

7i. Window Air Conditioner Bracket for New Windows

Sporney reported that with the installation of new windows, GHI Homes Improvement Program (HIP) staff has worked with the contractor to develop a window air-conditioner bracket to support air conditioners that are mounted through the windows. Acadia can produce a bracket that they could provide to GHI for \$80 each. Staff is planning to provide the brackets in-house at a lower cost.

This bracket does not allow the weight of the air conditioner to bear directly on the vertical members of the vinyl channel at the bottom frame of the window. This is necessary in order to prevent damage to the window frame.

GHI's current rules for mounting window air-conditioners state:

- a. **PLEASE NOTE: IMPROPER INSTALLATION OF AN AIR CONDITIONER IN A WINDOW COULD RESULT IN WINDOW DAMAGE FOR WHICH THE MEMBER IS RESPONSIBLE.**
- b. All window-mounted air conditioner installations are considered temporary.
- c. No holes or penetrations may be made in any window frame or sash. All holes or other damage must be repaired by the member.
- d. All air conditioner units must rest on wood blocking above the bottom of the window frame in order to prevent damage to the window frame.
- e. If the unit is able to rest on the wood blocking without the window closed and without additional support, no additional bracket is required.
- f. If the unit is not capable of self-support without closing the window, a bracket is required. Brackets may be factory or dealer supplied, or custom [design as specified by GHI](#), or of an original design as approved by GHI. Brackets for frame home windows may not attach to the



exterior wall and thereby damage the vinyl siding. [Plans are available from Technical Services for such a bracket.](#)

- g. Open window areas above the air conditioner unit installed in sliding windows must be properly sealed with clear lucite sheet (Plexiglass) and rope caulking (for easy removal) or some other secure method. A fitted frame with Plexiglass is advisable for first floor installations to deter easy entry.
- h. All installations must slope away from the window.

Staff recommends that GHI should specify the type of bracket designed by Acadia for mounting a window air conditioner if it is not able to rest on wood blocking above the window frame without the window closed and without additional support.

**Motion:** I move that the Board of Directors direct that the brackets designed for window air conditioners for the Homes Improvement Program be utilized by members to reinstall window air conditioners in newly installed windows, and that members pay a charge for replacement during the Homes Improvement Program of \$80 for the bracket only, and \$60 additional to install one or two brackets and set one or two window air conditioners at a time.

Moved: Hess

Seconded: James

Amended

**Amendment:** Change the words “utilized by” to “available to” in the second line, and insert the words “if chosen” in the fourth line between the words “that members”.

Moved: Jones

Seconded: McFadden

Carried 8-0

**Motion as Amended:** I move that the Board of Directors direct that the brackets designed for window air conditioners for the Homes Improvement Program be available to members to reinstall window air conditioners in newly installed windows, and that if chosen, members pay a charge for replacement during the Homes Improvement Program of up to \$80 for the bracket only, and \$60 additional to install one or two brackets and set one or two window air conditioners at a time.

Moved: Hess

Seconded: James

Carried: 8-0

#### 7j. Review 1<sup>st</sup> Quarter Financial Statements

Director of Finance Joe Perry reviewed with the Board the first quarter financial statements for 2016. A brief discussion followed.

#### 8. Items of Information

- c. Board Action Plan Status & Committee Task List
- d. Monthly GHI and City Calendars

#### 9. President

No Report

10. Board Members

Brodd mentioned that he is very concerned about the issue of members not having things ready for the HIP, and our senior staff being there to assist.

Hess reminded the Board of an item to be added to the agenda on MOC.

11. Manager

Perry welcomed the new Board member and Audit Committee member.

**Motion: Move to recess to Executive Session after the break for the discussion of legal matters.**

Moved: Hess

Seconded: Jones

Carried: 8-0

The meeting recessed at 10:05 p.m.

Ed James  
Secretary