

AGENDA

LWWA BOARD OF TRUSTEE MEETING WEDNESDAY, FEBRUARY 15, 2017 WILLOW HALL

1:00 PM

Pledge of Allegiance

APPEARANCES: Daniel Keane and Ashley Janson from U.S. Security Associates

Items to be voted on:

1. Motion to approve the Association to contract with Greenman-Pedersen, Inc. for an in-depth study of 100 electrical panels at a total cost not to exceed \$14,800.00. This expense will be charged to account# 3295 – Capital Replacement – Exterior Restoration/ Unit Infrastructure.

DIVISION REPORTS

Architectural Division	(Tom Hardman)
Resident Services	(Trustee Liaison – Elaine Baumeister)
Finance Division	(Mary Lou Doner)
Administration Division	(Judy Langreich)

COMMUNITY MANAGER'S REPORT

RECREATION REPORT

UNFINISHED BUSINESS

1. Hotwire Services
2. Willow Gazebo/Pier Engineering

NEW BUSINESS

1. Revised Alternate Dispute Resolution
2. Revised Pet Resolution
3. 2017 Driveway Replacements

Audience comments

In general, audience questions and comments should be addressed to the interest of all residents. For resolution of personal or maintenance issues, contact the Department Manager or the Manager of Resident Services and, if necessary, the Community Manager.

INTEROFFICE MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: JOE SCHULTZ
SUBJECT: ENGINEER FOR ELECTRICAL PANELS
DATE: JANUARY 31, 2017
CC: M. LAMPARD, S. BOWKER

At the Board's request, I have solicited bids from engineering companies to evaluate our residential electrical service panels and breakers. As the Board is aware, the Village was built over many years and was subjects three major design changes as well. Accordingly, several manufacturers of panels were utilized, compounding any study. These facts were addressed in the RFP so that a complete study can be expected.

A review of the bids, reveal the methodology utilized by each of the engineers vary to some degree. The most prevalent method is to do an in-depth study of a subset of the panels, encompassing the assorted manufacturers and focusing on the oldest section of the Village, but also addressing the other three phases as well. The major difference is subject to how many units they anticipate to use as their sample set. This ranges from 40 to 270 units for the in-depth study, while optionally offering a cursory look at all units for additional costs. It is important to note, that this is an engineering study for the purpose of evaluating the current condition and useful life of the panels, recommend any immediate action to be taken, if warranted, and to supply the data for our replacement study. Engineers will not fix or work on the panels, except to remove cover plates for the units under the in-depth study.

After reviewing the bids, I would recommend we contract with Greenman-Pedersen, Inc. at a cost not to exceed \$14,800.00. While GPI is not the lowest bid, it offers a larger in-depth sample set over the low bid and we have excellent experience working with GPI who have effectively completed the engineering study for the bridge and the gazebo. With their study, we should have the necessary guidance to act, where warranted, and expect a comprehensive report, utilize to adjust our reserves, where needed.

Below is a summation of the bids received:

Company	Sample set	Cost
Falcon Engineering	Undefined Option #1*	\$22,375.00
Falcon Engineering	Undefined Option #2*	\$70,375.00
Lokatong Engineering	40	\$4,700.00
Greenman-Pedersen, Inc.	100	\$14,800.00
Shine Engineering	270**	\$130,000.00

“*” Option #1 includes in-depth inspections of panels over (5) business day period without defining how many units. Option #2 includes Option #1 plus a superficial inspection of all units

“**” Includes 270 in-depth panel inspections and a superficial inspection of all remaining units

ALTERNATE DISPUTE RESOLUTION

(POLICY & PROCEDURE)
REVISED: PENDING APPROVAL

The New Jersey Condominium Act, N.J.S.A. 46:8b-14(k) requires the Association to provide a fair and efficient procedure for the resolution of disputes between unit owners and the Association, and between unit owners, and between clubs as an alternative to litigation.

The Board of Trustees has authority to exercise all power, duties and authority necessary for the proper conduct of the affairs of the Association.

From time to time, in a unit owner's dealings with Village volunteer divisions, LVW Association, or LVW Management, the unit owner is dissatisfied with decision(s) ultimately rendered, the LVW Board of Trustees has established a procedure whereby a unit owner may appeal such decision(s) or disputes in an orderly manner to an Alternate Dispute Resolution Council Committee.

Effective upon adoption of this Policy Statement and the annexed ADR procedure, the existing alternate dispute resolution process in Leisure Village West shall be terminated. Any pending matters shall be processed pursuant to this Policy and the annexed ADR Procedure.

DISPUTES

1. An Alternative Dispute Resolution Council Committee is hereby established.
2. The Chair shall be a non-trustee resident selected by the Board of Trustees. The Chair shall have a two (2) year term of office and may be reappointed by the Board of Trustees. Any vacancy in the office shall be filled by appointment of the Board of Trustees.
- ~~(2010)~~ The Chair shall recommend to the Board of Trustees, non-trustee residents to serve and/or be reappointed as Hearing Officers/Mediators for a two (2) year term. ~~whose function will be to render a recommendations or non-binding decisions.~~
4. The ADR process ~~shall be formal~~ is informal and shall not be electronically recorded. A party may be represented by counsel. Any statements or testimony made by a party, witness or ADR Hearing Officer by Mediators shall not be evidentiary, for any purpose, in any subsequent legal proceeding.
5. Participation in the ADR process is entirely voluntary.

6. ~~ADR Hearing Officers~~ Mediators may not provide legal advice and will not prepare any written agreements between the parties.

7. There shall be no ADR held for the sole purpose of disclosing the name of the complainant in a particular instance and the name of the complainant shall not be released to any party and shall be held confidential.

8. There shall be no fee for the cost of an appeal under ADR.

APPEAL

Any dispute between a unit owner, and the Association, or between unit owners, or between clubs relating to acts or omissions which may violate the Articles of Incorporation, the Master Deed, the Bylaws or the Rules and Regulations of the Association (collectively called "the Governing Documents") or otherwise related to the use and ownership of a condominium unit in Leisure Village West, together with rights to utilize the common elements of Leisure Village West, may be submitted for a hearing to the ADR ~~Council~~ Committee, as provided in this Policy.

PROCEDURE

In the event disputes arise between or among unit owners of the Village, or between a unit owner and the Association, or a club, it is our desire that these disputes be settled in an orderly and on an amicable basis. To accomplish this goal:

The disputing parties will contact the Association in writing.

Within **ten (10) days** after receipt of the letter of appeal, from the complainant, the Community Manager will forward such request along with all applicable documentation to the Chair of ADR. Council.

The Chair, ~~ADR-Council~~ will contact all parties to the dispute to establish a date and time for the Conference Hearing. All Conferences hearings shall be scheduled during business hours, ~~between the hours of 10:00 AM and 2:00 PM~~, Monday through Friday, excluding holidays.

The Chair, ~~ADR-Council~~, shall designate ~~no more than three (3) members of the Council~~ Mediators to conduct the appeal. An alternate, ~~non-voting member mediator will~~ may also be designated. (the alternate will serve in the event any of the regular designees cannot complete their his assignment).

~~The hearing process shall be private, formal and shall not be electronically recorded. Evidence and/or Exhibits, if any, shall be returned to the respective parties. A party may be represented by counsel. Any statements or testimony made by a party, witness~~

~~or ADR Hearing Officer/Mediator shall not be evidentiary, for any purpose, in any subsequent legal proceeding.~~

The appeal shall be conducted in a fair and orderly manner. The parties shall have the opportunity to present facts and argument(s) both orally and/or in writing, and may present and examine witnesses.

The ~~Hearing Officers/~~ Mediator(s) shall consider all the facts and arguments presented and will attempt to mediate an amendable solution agreeable by all parties involved. A simple agreement letter shall be prepared that all parties can sign, memorializing the solution. In the event that the parties are unable to reach a settlement, the mediators shall then impose a nonbinding arbitration settlement, in writing, shall render a recommendation or non-binding decision to the Chair within ten (10) calendar days of the Conference hearing. The chair will notify the parties, in writing, confirming ~~recommendations or non-binding decisions~~ arbitration reached, a copy of which will also be forwarded to the Association.

~~There shall be no ADR held for the sole purpose of disclosing the name of the complainant in a particular instance and the name of the complainant shall not be released to any party and shall be held confidential.~~

~~There shall be no fee for the cost of an appeal under ADR.~~

Postponement of an ADR Conference: ~~Hearing will be approved under the following conditions~~

If there is a need to postpone, all parties to the dispute will be promptly notified of the postponement.

The Complainant or other parties to the dispute may request a postponement of the ~~hearing conference~~ if received in within 48 24 hours prior to the scheduled ~~hearing Conference~~ to allow the Chair, ADR Council Committee, to reschedule the ~~hearing Conference~~.

If the request for postponement is received too late (i.e. within 48 24 hours prior to the scheduled ~~hearing Conference~~) ~~the request may not be honored.~~

In the event the appellant fails to appear at a scheduled ADR conference hearing, the and if and where possible, the conference hearing will proceed. All documents, letters, arguments, written or oral, will be considered at this time.

~~(2010)~~ There shall be no further administrative review from the ~~recommendation mediation or non-binding decision~~ arbitration of the ADR Council Committee.

(2010) When Association funds are involved, and in specific cases when deemed necessary, the Chair of the ADR Committee Council shall announce the recommendation or non-binding decision arbitration at a subsequent Board of Trustees meeting.

~~(2010) Any questions regarding governing documents, policy, laws or procedures, are to be directed to the Community Manager for opinion from Association Attorney.~~

Approved: January 7, 1997
Amended: February 2, 2005
Amended: July 16, 2008
Amended: November 5, 2010
Amended: Pending Approval

DRAFT

PETS RESOLUTION

WHEREAS, Article VI, Section 1, the Board of Trustees of Leisure Village West shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of Leisure Village West and may do so or cause to be done all such other lawful acts and things as not by law, by these Bylaws or otherwise, directed or required to be done or exercised by members of the Association or owners of units, or by others.

WHEREAS Section 1 n, of the Bylaws enables the Board of Trustees Leisure Village West to make and enforce compliance with, such reasonable rules and regulations relative to the operation, use and occupancy of the units, common elements and Association facilities, and to amend the same from time to time as when approved by appropriate resolutions shall be binding on the owners and occupants of units, their successors in title and assigns.

WHEREAS the Board of Trustees shall adopt and publish rules and regulations, including fees, if any, governing use of the common areas and any limited common area and to the personal conduct of the members and their guests thereon, and to include these in the Book of Resolutions; and

WHEREAS, for the health, safety, welfare, comfort and convenience of all residents and their guests, the Board of Trustees establishes a policy regarding pets, that it may equitably and consistently enforce the governing documents.

WHEREAS Manchester Township Ordinance prohibits dog owners to allow certain nuisances upon public and certain private properties within the Township of Manchester.

NOW THEREFORE, be it resolved that [add date] where a quorum was present, declared to be the pet policy of Leisure Village West. Subject to the limitations below:

1. A maximum of two house pets may be kept and maintained in a unit, provided such pets are not kept or maintained for commercial purposes.
2. When outside of the unit including the patio area, an animal must be carried or be on a ~~non-retractable~~ leash not to exceed six feet and attended by a responsible person.
3. Owners are responsible for removing their pet's wastes from the common elements and units and are to place the wastes in their own garbage receptacle, not in any public receptacle or storm drain.
4. No animal may be leashed to any stationary object on the common areas. No animal is permitted in or on any community facilities or recreation areas.
5. Pet owners are responsible for any property damage, odors, injury, disturbances or intimidation caused by their pets.

6. Pets must be walked in the streets (at the curb) and in such open or wooded areas not used for recreational purpose, or parking facilities or in common areas.
7. No pet shall be permitted to bark, howl, or make other loud noises for such an unreasonable time as disturbs neighbors' rest or peaceful enjoyment of their unit or the common elements..
8. In the event that the pet dies, it is strongly suggested that the pet not be replaced.
9. Visitors with pets shall conform to all rules and regulations concerning pets.
10. Feeding of wild animals is absolutely forbidden.
11. Animals must be registered at the Manchester Township office according to municipal and state laws - registration will require a certificate of a rabies prevention injection.
12. All cats and dogs must wear the I.D. tag and be registered at the Association office.
13. Droppings must be picked up immediately and put into the owners' own receptacle containers abiding by Manchester Township Ordinance #93-183 - any resident who does not immediately remove all droppings deposited by his dog will face a fine of as much as \$500 and up to 90 days in jail.

This supersedes all prior regulations.

Approved and accepted:	January 3, 2001
Amended and accepted:	April 4, 2012
Amended and accepted:	Pending Approval

Interoffice Memorandum

To: Board of Trustees

From: Jim Snyder

Date: February 1, 2017

Re: 2017 Driveway Replacements REVISED

Below you will find the list of driveways that we are requesting for replacement during the 2017 fiscal year. The funding to complete 30 driveways in-house at a cost of \$37,360.20 will be charged to GL # 3275 Capital Replacement-Concrete Driveways.

Number	Letter	Name	Length	Width	Footage	Cost
Unit	Unit	Street	D/W	D/W	Square Foot	\$3.55
7	A	Buckingham	42	15	630	\$2,236.50
7	B	Buckingham	42	15	630	\$2,236.50
549	A	Mayfair	18	12	216	\$766.80
549	B	Mayfair	18	12	216	\$766.80
632	A	Finchley	19	12	228	\$809.40
632	B	Finchley	19	12	228	\$809.40
640	A	Devonshire	21	12	252	\$894.60
640	B	Devonshire	21	12	252	\$894.60
735	A	Chatham	19	12	228	\$809.40
735	B	Chatham	19	12	228	\$809.40
737	A	Chatham	19	12	228	\$809.40
737	B	Chatham	19	12	228	\$809.40
845	A	Winchester	19	12	228	\$809.40
845	B	Winchester	19	12	228	\$809.40
889	A	Stratford	34	12	408	\$1,448.40
889	B	Stratford	34	12	408	\$1,448.40
921	A	Liverpool	40	12	480	\$1,704.00
921	B	Liverpool	40	12	480	\$1,704.00
974	A	Thornbury	37	12	444	\$1,576.20
974	B	Thornbury	37	12	444	\$1,576.20
977	A	Thornbury	39	12	468	\$1,661.40
977	B	Thornbury	39	12	468	\$1,661.40
994	A	Buckingham	22	12	264	\$937.20
994	B	Buckingham	22	12	264	\$937.20
1066	A	Buckingham	41	12	492	\$1,746.60
1066	B	Buckingham	41	12	492	\$1,746.60
1214	A	Thornbury	37	12	444	\$1,576.20
1214	B	Thornbury	37	12	444	\$1,576.20
1220	A	Thornbury	21	12	252	\$894.60
1220	B	Thornbury	21	12	252	\$894.60

\$37,360.20