

# Dog Park Board Meeting

Monday, June 18, 2007

## AGENDA

### Board Members present:

- Anne
- Walt
- Frank
- Jack
- Rob
- Kelly
- Shayamala
- Irene
- George
- Lisa Fassano (on the subcommittee) also joined.

### Not present:

#### **1. Tree Removal**

Anne got a \$2000 proposal for tree removal. Erdy/McHenry will pay \$1200 of it, per our agreement with them (they broke through our party wall for the window). Board voted unanimously to contract.

#### **2. Recycling**

Wanted to start a recycling sub-committee. Walt will take the lead in doing so at happy hour. It's a way to get more people involved.

#### **3. 3rd Street/Silica Builders (D.G. Development?)**

- a. Straw poll – at beginning of meeting – 5 are in favor of at least continuing to negotiate. All agreed that the proposal from them currently is unacceptable and we would decline it now.
- b. Irene – worried about the future; don't want an antagonistic relationship with our neighbors, but their request to use that much property for that long with that little \$ is unacceptable. Its also a good possible source of income.
- c. Should we survey the property ourselves? We don't know whose property the fence is on (or who owns the fence). Or if they can knock down the building in the back without erecting a fence.
  - i. Survey – Kelly will inquire (Anne will make sure we don't have a survey).
- d. Rent – perhaps not ask for a fence, but rather just ask for rent?
  - i. Unanimous vote in favor.
  - ii. Valuation of rental – Lisa called CREI; left a message. Will follow up tomorrow.
- e. Double fence? To protect from contractor debris? We'd lose more land and it may not project debris falling from above, where its likely to come from.
- f. Specific proposal provisions
  - i. shorter time frame (55 weeks is too long)
  - ii. attorneys fees. 3 phases: up front, active negotiation & contract drafting, and \$ for litigation if it arises.
  - iii. Collecting \$ will affect non-profit status? Tax ramifications?
- g. **Legal Questions.** We simply need an attorney to help us answer all our questions before we can really decide. Hopefully someone will give us preliminary advice (at least so we can decide whether to proceed with negotiations) *pro bono*, but we'll expend some money if we need to.

- i. Following will follow up with possible real estate lawyer contacts: (1) Irene – Jeff Span, (2) George – friend, (3) Jack – Mike Pomerantz, (4) Kelly – colleague at work, (5) Rob – friend.
- h. **VOTE:** Kelly will get back to Silica. Board voted unanimously to tell them via letter/email that we reject their proposal as presented. Kelly will orally explain the main problems if they call. If they contact us, will ask exactly what they will use the 14 ft of land that they are encroaching on? What is the minimum needed? Additionally, we will continue to research/try to contact attorneys to answer our questions, assuming they may continue to move forward.

Tentatively scheduled another meeting on Mon. 6/25/07 @ 6:30.

**1. Legal questions**

- a. Is there any reason we have to let them do this?
- b. Protecting ourselves – how much in escrow and/or bonded?
  - i. All projected rent money in escrow?
- c. Can we build in up front attorneys fees and fees if litigation arises?
- d. Can we build in additional damages if they overstay the contract?
- e. If we don't contract with them, can they knock down the building in the back without erecting a fence? Can they knock down the party wall?
  - i. What are our rights to the party wall? How do we know if it's a party wall?
- f. Will collecting rent affect non-profit status? Tax ramifications?
- g. Future residents/buyers – can we insulate ourselves from nuisance litigation?
- h. Should the contract be drafted as an easement or a lease or something else?
- i. How do we safeguard safety: (1) insuring that whatever temporary fence is built is secure, (2) preventing falling debris/debris over fence: while builder has assured us all debris will be on their side, what about contractors that inevitably throw stuff over to our side/make a mess?
- j. Can we tell them if there is any breach in the fencing, they have to fix within 24 hours? How can we enforce?
- k. Who needs to sign their side of the contract? Builder? Developer? Both?