

MINUTES OF OSPREY VILLAGE BOARD MEETING APRIL 13, 2023

Board members present: Gail Williams- President
Phyllis Niemi - Vice President
John Berry - Treasurer
Ruth Anderson - Secretary
Frank Kacinko - 2nd Vice President (via Zoom)

Residents/Guests Present; Mary Jane Murray, Joe & Suzanne Perucci, Frank Mynahan, John Armellini, Sam Frattaroli, Mike and Teresa Cherup, Gary Heyman and Lorraine, Larry Zwieg and Sharon Berry.

President Gail Williams called the meeting to order at 2:00 PM. A motion was made by John Berry and 2nd by Ruth Anderson to approve the minutes of the March 9, 2023 meeting as written. Motion passed unanimously

TREASURERS REPORT – John Berry – John reported on our finances. No one, with the exception of Seymour, was delinquent in paying their maintenance fees. Our total Liabilities & Equity was reported as \$324,941.26. Phyllis moved and Ruth 2nd a motion to approve the Treasurers report as presented.

MAINTENANCE REPORT – Phyllis Niemi –

- The handyman we hired is not able to commit to our needs so a new one has been found to do the pressure cleaning and will begin in May. Hopefully the project will be completed within 3 weeks of starting.
- The pool bathrooms will be cleaned by Debbie our previous cleaner.
- Les Miley has reinstalled the water lines along the Litten's walkway so the new plants will not die. They will also be adding river rocks instead of mulch.
- Roof ridge vent and GFI reset were repaired on 4321 Timothy
- Palm tree removal is scheduled for 4121 and 4101 Timothy. New ones will be decided and replaced in the near future.
- We (the Board) were asked to review the new paint chart and get our picks to Phyllis by the end of the month. Suzanne Perucci volunteered to work on this project with Gary Heyman and will ask Joan Sinatra to join them.
- Joe Perucci and Mike Cherup volunteered to work on a project to get prices and ideas to start a fund for our 2024 budget to replace some of the items removed over the years, i.e., the Gazabo.

INSURANCE REPORT – Frank Kacinko – Frank gave an insurance update. Based on new appraisal which was just completed, our insurance may go up 25% which could be between \$36,000 - \$45,000. Mike Cherup would like to study the insurance situation and has asked to review the last 5 years of insurance prices and claims to see how much has been spent and to see if it might be viable to self-insure. We should know in a couple of weeks what the cost of our 2023/24 policy will cost.

OLD BUSINESS

- Status of 4321 Timothy – Seymour – As of April 17, 2023, a lien will be filed against the Seymour Estate for back maintenance fees (for 7 months) plus late fees, interest and legal fees.
- 4101 – Still available for sale. Waiting to hear from our liability carrier in regards to paying our legal fees and structural engineers report.
- We will give our current pool service 30-day notice that his service will no longer be needed. We will begin with Handy Andy beginning June 1, 2023. This will save the association approximate \$1260 a year.
- Removal of fence stumps from around pool. Our lawn people will do this project for a cost of \$1450. They will begin this month.
- Spectrum - Following extensive discussion and thought over the past 8 months and to reduce overall expenses for our members in this period of rapidly rising costs, Phyllis Niemi offers the following motion:

Phyllis Niemi recommended and moved the acceptance of the bulk internet service and bulk video service proposal as outlined in the January 30, 2023, Spectrum offer and related contract to include:

- A term of 60 months to be activated within 60 days of acceptance.
- Door Fee of \$75 per unit to be utilized to offset acquisition and funding cost associated with conversion and maintenance to bulk service.
- Bulk service fee for the initial year of \$55 with an accumulative 4% annual escalation
- All associated FCC, county and state taxes and associated broadcast fees, subject to annual increase, plus any annual unfunded association amenity fees.
- 500 Mbps and 20Mbps Ultra Internet Access
- 200+ channels of Spectrum TV, Select Plus, Entertainment View and Sports View with Cloud DVR
- Bulk Service Internet and Bulk Service Video includes three set top boxes, modem and wireless router per unit and cloud DVR.
- Other services selected by members to be billed separately including a land line phone at \$19.99, extra TV box for about \$10
- The contract will service all 44 units.

Members will receive instructions during the initial 60-day prep to contact Spectrum to set up or edit their Spectrum account and determine what, if any, new equipment is required.

The current monthly maintenance fee of \$360 is estimated to increase to \$430, or there about, on July 1, 2023, and will be adjusted annually as part of the annual budget process. Budget income and expenses in 2024 and forward will include the Spectrum amenity fee with associated increase in taxes, fees, broadcast fees and any unfunded amenity fees. The board will utilize all measures to ensure the integrity of the Spectrum contract in addition to the other valuable amenities of our community. We believe this feature will enhance the value of our property to potential buyers. Delinquencies will be subject to all collection efforts to include, but are not

limited to, liens, arrearages, \$25 monthly late fee, accrued interest at 18%, collection, attorney and filing fees.

The board offers this product as the only way we have found to save our members money in view of the increasing cost of insurance, reserves, and the appropriate maintenance cost of our property. Approval of this motion is (finally) recommended. Motion 2nd by Ruth Anderson.

Gail opened the floor up for discussion and questions which there were a lot - some for the proposal and some against. (At the end of these minutes is a statement from our attorney for all to read.) The question was called for and the motion passed 4 in favor, 1 opposed. (Those voting in favor were Gail Williams, John Berry, Phyllis Niemi and Ruth Anderson. Frank Kacinko voted against it although he stated he thought it was a great deal.)

Suzanne Perucci will be the PROJECT MANAGER for this venture. She will handle all of the questions that come up and organize the receiving of the boxes and other equipment from Spectrum. Derrek Carter and Gary Heyman will be available to help with setup, etc.

NEW BUSINESS

- The Berry's requested permission to replace the mulch along their walkway with river rock. Request granted.
- Carol Beam informed the Board that her gutters are unattached and feels it happened when the roof was replace. Eagle Roofing has been contacted.

NEXT MEETING – The next board meeting will be at the home of Phyllis Niemi on May 18, 2023 at 2 PM.

As there was no further business, the meeting was adjourned at 4:05 PM

Ruth Anderson
Secretary

(FROM OUR ATTORNEY)

As for the cable contract issue, section 718.115(1)(d), Fla. Stat., governs bulk contracts for communications, providing as follows:

*(d) If provided in the declaration, the cost of communications services as defined in chapter 202, information services, or Internet services obtained pursuant to a bulk contract is a common expense. **If the declaration does not provide for the cost of such services as a common expense, the board may enter into such a contract, and the cost of the service will be a common expense. The cost for the services under a bulk rate contract may be allocated on a per-unit basis rather than a percentage basis if the declaration provides for other than an equal sharing of common expenses, and any contract entered into before July 1, 1998, in which the cost of the service is not equally divided among all unit owners, may be changed by***

vote of a majority of the voting interests present at a regular or special meeting of the association, to allocate the cost equally among all units. **The contract must be for at least 2 years.**

1. **Any contract made by the board on or after July 1, 1998, may be canceled by a majority of the voting interests present at the next regular or special meeting of the association. Any member may make a motion to cancel the contract, but if no motion is made or if such motion fails to obtain the required majority at the next regular or special meeting, whichever occurs first, following the making of the contract, such contract shall be deemed ratified for the term therein expressed.**

2. **Such contract must provide, and is deemed to provide if not expressly set forth, that any hearing-impaired or legally blind unit owner who does not occupy the unit with a non-hearing-impaired or sighted person, or any unit owner receiving supplemental security income under Title XVI of the Social Security Act or food assistance as administered by the Department of Children and Families pursuant to s. 414.31, may discontinue the cable or video service without incurring disconnect fees, penalties, or subsequent service charges, and, as to such units, the owners are not required to pay any common expenses charge related to such service. If fewer than all members of an association share the expenses of cable or video service, the expense shall be shared equally by all participating unit owners. The association may use the provisions of s. 718.116 to enforce payment of the shares of such costs by the unit owners receiving cable or video service.**

Osprey's Declaration does not contain any provision mentioning bulk services communications contracts. Accordingly, the Board is authorized to enter into such a contract provided that the contract term is for at least two (2) years. Under subsection 718.115(1)(d)1, Fla. Stat., owners could force the Association to cancel the agreement if a majority of the "voting interests" (members) vote in favor of cancelling the contract. Such a vote would be performed at a regular or special members' meeting, following a member's motion or application to cancel the contract. In my opinion, if the Board receives a written motion to cancel the agreement, or something akin to that, the Board should schedule a members' meeting for the purpose of conducting a vote on the member's motion to cancel the agreement. If a majority of members do not vote in favor of cancelling the agreement, then the motion to cancel fails, and the contract continues.

As for owners refusing to pay the \$70.00 monthly cost of the communications services, such a cost is deemed a common expense, and cannot be avoided by owners, with two exceptions. The first exception applies to a "hearing-impaired or legally blind unit owner who does not occupy the unit with a non-hearing-impaired or sighted person." The second exception applies to "any unit owner receiving supplemental security income under Title XVI of the Social Security Act or food assistance as administered by the Department of Children and Families." If a unit owner refusing to pay the monthly cost of the "cable or video service" meets one of those two (2) conditions, then they are entitled to be excused from paying that common expense. If the unit owner meeting one of the two (2) exceptions, is using the services, then they must pay. Presumably, the service can be easily disconnected from a unit.

If there exists owners that are excluded from having to pay the monthly bulk services fee, then it is my opinion that the total costs are still divided equally among all participating owners, raising

the costs for each owner, unless the provider will reduce the total costs. Again, if an owner does not meet the above two exceptions to opt out of the bulk communications service and charges, then there is no basis for that owner to be excused from paying and having the service disconnected, regardless of their use of the service. In other words, an owner that does not meet one of the two (2) exceptions cannot avoid payment, even if they decline the service. They would still have to pay, even if they disconnected the service from their unit.

I agree that the Association can eventually file a condominium lien against an owner refusing to pay that does not meet one of the two (2) exceptions and had the service disconnected, per sections 718.115(1)(d)2, and 718.116, Fla. Stat. As for owners threatening to sue, I would need to know the basis for which they are intending to sue, as the above law is fairly straightforward, with a few exceptions.