**Report to Oak Bay Residents on continuing talks with Oak Bay Developments (represented by Joey Genova) regarding matters of concern to residents (particularly pool amenity agreement)**

Elected representatives of Oak Bay Residents Association (OBRA) have corresponded and participated in conference calls (on October 25, 2019 and November 6, 2019) with Joey concerning the Pool Amenity Agreement. Progress is slow although encouraging, and negotiations are ongoing. This report is intended to inform the residents about these matters. Dialogue has focussed on four elements our residents have expressed most concern about; Membership vs. Amenity, Pricing, Payment terms and Availability. Progress may be summarized as:

1. We agree that semantics included in the Pool Membership Agreement are important and the agreement should be reworded to reflect Pool “Amenities” and “exclusive use of Oak Bay residents” (with possible exceptions) and to use the wording and terms directly from the A.P.S.‘s (agreements of purchase and sale) that everyone is familiar with. *Joey has agreed to ask Gerry Borean, legal advisor to OBD, to revisit the agreement and propose alternate wording for the Pool Amenity Agreement.*
2. We agree that pricing should reflect cost reimbursement to OBD and that there should be transparency of these costs with the residents. We determined that the best way to communicate this would be by way of a schedule of related costs incurred or expected to be incurred by OBD for them to provide the pool amenity. We have tentative agreement on format, in the form of a spreadsheet. *Joey has asked Alex Pizzimenti, accounting advisor to OBD, to populate this spreadsheet with their numbers and share the result with us.*
3. Payment terms need to be agreeable to residents while not causing undue hardship to OBD for collection, which is a concern to OBD as OBD is not organized to handle numerous monthly transactions. A partial solution that would allow OBD to avoid incurring a significant portion of the costs of collection would be to leverage the collection administration already in place with the Oak Bay condominium corporations, particularly as this method of collection has been contemplated and is included in the condominium corporations’ incorporating documents. Whatever contract terms are negotiated with the condominium corporations would then also be extended to the townhome residents for whom there is no access to a similar payment alternative. Nevertheless, the result of implementing this alternative collection process would be that OBD would have reduced administration costs, particularly in the future when the development is fully delivered as these future homes are expected to be condominiums. *The condominium corporations must be given reasonable notice in order to negotiate and implement the collection of pool amenity fees and so OBD must contact them forthwith should they determine that they wish to proceed with this alternative collection arrangement.*
4. We agree that the residents’ access to the pool amenity should be exclusive but recognize that there may be the rare circumstance where an afternoon or evening closing is required. OBD has rejected, at this time, incorporating any mechanism for compensation into the Pool Amenity Agreement because the potential for closings is expected to be so rare. We have agreed to revisit this issue after Alex has completed and OBD has released to OBRA the pool amenity costs spreadsheet described in 2 above.

We also had the opportunity to discuss items relevant to residents but unrelated to the pool amenity and generally concerning construction or property maintenance. OBRA has been directed to reach out directly to Dennis Nam and having done so we are now awaiting his response.

Our next conference call is scheduled for November 27, 2019 at 9:00 a.m.

Lachlan Pride Patti Elliott-Spencer and Randy Adamkowski

On behalf of the Oak Bay Residents Association representatives