



Loch Lomond Property Owners Association

May 23, 2021

Dear LLPOA Members, Associate Members, and Families:

I would like to provide everyone the current update on the latest developments on the pool.

We requested from Ms. McCahey all the information as outlined in my previous message. We received on Monday, May 17, an email listing an outline of proposed economic terms. We followed up the next day for clarification on numerous issues and for other information that had been requested but not provided.

The results of these communications are as follows:

The scope of LLPOA's rights and obligations in exchange for the proposed payments have yet to be clearly defined. Of major importance is the scope of the LLPOA's obligations for utilities, common area maintenance and maintenance and repairs to the pool. Ms. McCahey has asked for a monthly maintenance fee of \$800 for the pool in addition to rent and utilities. We asked if this meant she was assuming full responsibility for maintaining the pool in exchange for this monthly fee. For instance, what happens if something expensive breaks, e.g., filters, pumps, piping? Is she going to charge us extra? And if so, whether the LLPOA would have any input on undertaking these types of repairs. We did not get a response.

The email we received also assumed a cost sharing agreement between the LLPOA and the Channel Cats for common area maintenance, but no specifics were provided. A copy of the Channel Cats agreement was not provided. We contacted the Channel Cats Board as requested by Ms. McCahey. The Channel Cats knew nothing of an offer to share the pool with another organization, let alone the LLPOA. We also learned that they do not have a written agreement setting forth the scope and extent of their use of the pool or their economic obligations. From this initial inquiry, we got a general sense that they may be willing to cooperate with us for shared use of the pool. We did not discuss any specifics. We will need to follow up them as this is a threshold issue to any agreement. Ms. McCahey, however, is extremely upset that we contacted them directly and now requested all correspondence to go through her.

Ms. McCahey refused to provide any information on the status of the agreement with the owner of True Grit Coffee Shop. She also refused to prepare a draft proposed agreement but rather told us to ask our attorney to prepare the lease.

In the short, we are still trying to resolve the following issues:

- The landlord's, Channel Cats and LLPOA's economic obligations with respect to pool maintenance, common areas, utilities, etc.
- The terms by which the Channel Cats and the LLPOA will share use and costs.
- Understanding existing terms of the Channel Cats lease.
- Whether the True Grit lease is still valid, giving additional parties rights to the premises.
- Preparation of a proposed draft agreement by Ms. McCahey.

Regarding insurance and liability, I have contacted our insurance broker to determine if insurance is available under the circumstances, and if so, at what cost. We will not be able to get a firm answer or cost estimate until an agreement is reached with the McCahey's and Channel Cats.

Our goal is, and always has been, to provide the LLPOA and community access to the pool this summer. If it was an easy task, it would have already happened. The Board is doing everything in its power to gather and analyze the economic and other information in order to present a proposal to the membership for consideration at our upcoming meeting on Sunday, May 30 at 10:00 a.m. at the Fire Station.

Please remember Covid-19 protocol. Wear a mask.

Sincerely,



Dennis Dorn
President
LLPOA – Loch Lomond Property Owners Association
650-303-5943
dennis@print2assist.com

website: <https://www.lochlomondpoa.com>