

**ITEMS FOR DISCUSSION AT
EVERGREEN BROADACRES AGM
07 JUNE 2022**

LEGAL

1. CLAUSE 17 OF LRA – TERMINATION

17.1.4 – Summarized: Effectively this clause requires the occupant to give three months' notice of his/or death, failing which the Estate will be liable for all levies until the re-purchase price has been received from a new purchaser. Could Evergreen Management please advise me what my / Joe's date of death will be so that I may give timeous notice of my death in order to comply with this clause? As it is, this clause is impossible to comply with, therefore it is non-enforceable. Once the last survivor is dead, however, who is going to contest this? At the cost of the Estate and diminishing the legacy of the beneficiaries of the Estate? This illegal clause needs to be removed now, please, by means of an addendum to the LRA.) **(Ada Rebelo)**

Answer: This specific clause needs to be read in conjunction with the entire clause 17.1 which states the 4 instances applicable to termination of the agreement.

17.1.1 – Death of the occupant

17.1.2 – Permanent transfer to hospital or frail care

17.1.3 – Breach of contract

17.1.4 – Giving 3 months written notice to the Managing agent

Thus, this clause 17.1.4 is only applicable when you as resident decide to terminate your LRA and you give 3 months' notice.

2. CLAUSES 12 FACILITIES AND SERVICES

And

15 OF LRA – OBLIGATIONS OF THE OCCUPANT

Both these Clauses state that ELV is responsible for the external maintenance of the buildings and the occupant is responsible for the maintenance of the inside of the buildings.

When I reported an external water leak to Henry, he told me that Management advised him to advise the occupant that the leak can be repaired at a cost of R1,200.?

It seems that Evergreen is confused about external and interior. Please clarify and advise?

(Ada Rebelo)

*As per maintenance protocol the exterior of the units refers to the physical structure and not the Wear and tear items and moving parts. **This is ELV's responsibility.***

*The responsibility and the cost of maintaining the interior of the units as well as wear and tear items and moving parts, is that of the **Life Right Holder**. This includes ceilings, all wall and floor coverings, all doors, garage doors (including motors), gates and windows, all cooking, heating and solar heating, geyser (after expiration of the warranty period), cooling, lighting, **plumbing**, air-conditioning installations (and any moving part of any such doors, garage doors, motors, gates, windows and installations, including but not limited to handles, hinges, doorbells, outside lights, sliding door wheels and where applicable irrigation systems) and any other fixtures, fittings and furnishings in and around the Unit. Maintenance informed you of the different options available to you as well as giving you a contact person where you could purchase just the cartridge that goes into the pressure reducing valve. You got this valve and maintenance installed it for you.*

3. Please publish the AGM minutes earlier. Say 4 weeks after the AGM. Due to covid restriction on attendees at AGM many have no knowledge of what was discussed other than through minutes.
(Andy Johnston)

Will do

DEVELOPMENT & MAINTENANCE

1. What is happening to resolve the water pressure problem in phase 3? It is of great concern that the ongoing pressure problem will eventually affect our plumbing **(Walter & Rosemary Ross)**

This has been escalated to the owner and we are in the process of investigation and consultation with the original Engineer. The fluctuating water pressure from Council to the main supply line of the village is a concern. The pressure supplied from council varies between 300 up to 750 kPa. With Geysers in the village having a 400 kPa limit, this was a problem in 2017 and PRV (Pressure Reducing Valve) was installed inside the village directly where the mains feed into the village. This eliminated the problems we had with pressure being too high and damaging pipes up in the village.

With the addition of apartments and irrigation lines that run during peak periods we are now seeing water pressure issues where council's supply drops down to 300 kPa. This with the average incline to the top of the village which reduces about 100 kPa per 10-meter incline, could be the reason why during peak times when council's pressure drops to 300 kPa, we are experiencing flow pressure problems.

We are in the process of monitoring the Static pressure and the Flow pressure on the system. This will help us establish the way forward to try and stabilize the pressure throughout the village at all times.

2. High frequency of water leakages and consequent outages. It was reported that the outages were caused when the system had to be shut down to repair water meters because there wasn't any isolating installed on those lines. It was further reported that all units would be checked and where there wasn't an isolating valve, one would be installed. **(Hennie Du Preez)**

The high frequency of water shut downs in the village is due to water meter replacement or when ever repairs need to be affected to water lines. Houses are not isolated individually by a valve before their water meters. Installing individual valves as and when water meters are replaced was suggested as a possible option to reduce inconvenience to other residents during repairs. This would however be a very costly exercise to implement and would only be effective if the leak or repair work is on the other side of the valve. A lot of house's water meters also don't have the space to install an additional valve. The rest of the water outages in the Village are attributed to water shut downs from council. Broadacres and Fourways in general have very regular water interruptions as the system is plagued with burst water pipes to the ever-increasing existing water network. COJ's infrastructure is under huge constraints with new development and illegal connection to the network.

3. When will the painting of the rest of the units in the village be completed? **(Walter & Rosemary Ross)**

House painting has started and the first 11 houses completed. The next 10 houses have been approved for painting to commence. House painting will continue in this phased manner.

4. The purpose of the AGM is surely an instrument for parties to hold each other to account. It is therefore requested that the agenda includes an item on “matters arising from previous minutes” This would then eliminate the need to reiterate items that are not attended on an annual basis. For this meeting I would like the following matters arising from the minutes to be addressed please. These are matters that have yet to be fully implemented. **(Lauraine Lotter)**

- Installation of equipment to improve film viewing experience
- Groundwater seepage
- Extension of borehole irrigation to all houses
- Covering the stormwater channel in front of the clubhouse
- Progress with installing an additional valve when replacing water meters
- Progress with addressing waste handling and recycling
- Painting of houses
- Fences between houses Progress on 3-year plan in this regard
- Pricing model on movement from houses to apartments. Still awaiting documents on this.

You are most welcome to raise matters arising when the minutes are accepted and we will address them under the General section of the agenda.

5. Is there a “recommended” list of a choice of contractors e.g., builders, plumbers, who can be contracted to do alterations? **(Loraine Phillips)**

Yes, this list is available from the office.

6. We wish to query the exorbitant charge made to replace light bulbs and to reset geysers. E.g., R130.00 to reset geyser when times at five minutes (12:13 – 12:18) **(Loraine Phillips)**

This is the charge for a handy man to come up to your unit and do maintenance work for you. You have the option of getting a contractor in to do the work for you as well.

7. Many residents of Evergreen Broadacres have a depth of business, entrepreneurial and engineering experience which could be of value to Evergreen management. We suggest a quarterly forum to coincide with Garry Reed’s visits to JHB where suggestions could be debated and, where worthy scheduled for subsequent feasibility investigation. **(John Schulkins)**

Always happy to engage with residents, in order to be efficient, we suggest that these suggestions are raised with Rescom and the Village Manager immediately.

8. Support handles should be installed in showers in all units at EPI expense. One per unit as nominated by residents. **(John Schulkins)**

This is not something that EPI can just do throughout all homes. This is as per resident’s preference and for resident’s costs.

9. I express my personal thanks for the work undertaken by EPI to repair the pond. When the pond was empty, the bulrushes should have been removed, but weren't. In the meantime, the pond has filled, and the bulrushes are thriving and spreading, and unless controlled will soon cover the whole pond. What plans do Management have to control the spread of the bulrushes? **(Hennie Du Preez)**

Management will continue to control the spread of bulrushes in the same way it has done in the past years by removing them annually during the winter period when the greenbelt reeds and grass are cut and removed. This is part of the annual gardening maintenance plan.

HEALTH AND SAFETY

1. Recycling Area- Despite being raised at last year's AGM, this area is still inadequate to handle the volume of recycling material, The bins are invariably always full and the area create a real health hazard (Ian & Elain Gladstone)

14 new bins were bought since last year to ensure enough bins are available at the refuse area. Apartment blocks now have their own bins in various colors for recycling purposes. Council recycling has stopped as the depot that dealt with recycling in our area closed down. We now place separated recycling materials outside for recycling collection from the "Trolley Guys" who come around and collect, boxes, cans and glass and sell it as their income. This way we are supporting the local community. The plan is for the gardener's tool shed to move into the old Communications room once the fibre installation is complete and the communication room will no longer be used as all communication equipment will then move into the server room in the lifestyle center. Once the gardeners store has moved out of the current area, this area will be turned into the bin area.

Future Plans for the refuse area were drawn up and it was decided to relook this when we develop the new piece of land that we acquired as the development of this land will have to be serviced by the village refuse area.

2. Arising from the Village Manager's report: The Village Manager reported on the formation of the FRA (Frederick Road Association) and its objective, amongst others "... Identifying security threats that led to the arrest of the suspect who was responsible for the assaulting a lady on the open land on Pine Road" What wasn't reports was that one of the members of the FRA then cut down the trees and undergrowth on this corner. I would like it recorded that the FRA was established at the initiative of our Village Manager and that she must be commended for this initiative. What is the FRA planning to do about removing all the felled trees and shrubbery that still litters the corner? **(Hennie Du Preez)**

The Cutting of the shrubbery and cleaning of the corner was done by volunteers and the FRA had the felled trees and shrubbery removed the next day by the Garden maintenance team that is contracted to Lady Hamilton Complex. The FRA has reported the matter to Council as well as having the ward councilor out to our area to show him our concerns in April of this year. The land on the corner belongs to council and is therefore their responsibility. There is illegal dumping taking place on this open plot which the FRA has reported as well. The property next to this belongs to a private owner. The FRA has managed to make contact with

the owner and have asked him to please tend to cleaning the land and to consider fencing off the land to prevent illegal dumping. He has acknowledged receipt of our request but to date has not acted on it. The FRA has invited him to our next meeting to try and see if we can collaborate on the way forward. The FRA will continue to pursue the matter.

FINANCE

1. We require sight of the co-Johannesburg billings which clearly shows the “recovery’ charges for sewerage, rates and refuse with the unit breakdown – **(Arthur Edward & Agnes Jane Hill)**

Both Rates and Refuse appear on each individual house / apartments COJ bill. Mr. Hill’s account has been provided.

Sewerage is a bulk availability charged based on COJ tariff book rates.

130 homes at the tabled tariff book rate of R474.15 + 15% VAT = R545.27 x 130 = R70,885

To date, we have not received sewerage charged on the Apartments, thus we accrue monthly, based on the tabled tariff book rate of R243.57 + 15% VAT = R280.10 x

2. We reject the proposed additional charges for the contracted restaurant staff and any additional contribution to the Frail Care- **(Arthur Edward & Agnes Jane Hill)**

Noted

3. Why is a night shift required in the Clubhouse? Lock-up between 22:00 and 06:00 would save staff cost, electricity etc. **(John Schulkins)**

Noted – will be looked at for possible future savings.

4. Operating hours of Bistro should be reviewed to serve majority needs. E.g., open 12:00 closure 19:00 with limited a la carte menu. To be subject to discussion with Andrew (Whether with Reef or independent!) and polling of residents. **(John Schulkins)**

Noted – This can be done and Reef can be asked to quote on providing the service with any times we ask them for.

5. In Minute 7 it was recorded that “ ELV were in the process of working on budgets and was committed to ensuring that in the next year there is more Mancom and Rescom inclusion in the budget process. The goal is to finish the year on a good note and to have budgets concluded by December 2021.” I would like to have it recorded in the minutes of this meeting that the budget was first received in April 2022 and that neither Mancom nor Rescom had been involved in its preparation in any way. **(Hennie Du Preez)**

Noted

HEALTHCARE

1. **TELECARE**I reported that our Telecare is out of order, within approximately the last ten days, by telephone. Luvuyo came to visit us. I had the reset button on “off” instead of “on”, however, Luvuyo tested the unit and there was no connection as the small red light was on. He said he would report it but apparently the person who repairs the units had been in the Village just the previous day and will attend when next he comes up to JHB from Cape Town. This is unsatisfactory. What I would like to know is why there is no record at Evergreen that there has not been any response from our Telecare unit which should indicate to them that either the unit is faulty or the occupant may need help? **(Ada Rebelo)**

This has been addressed immediately and unit was repaired as soon as this question was received due to the urgent nature. The sim card in the GSM unit had to be replaced.

2. **EVERGREEN HEALTH.** It is understood that Evergreen Health provides health care services in terms of a contract with ELV. Presumably the contract includes a clause on billing performance with penalties for non-performance. The billing system remains highly problematic in a number of ways in addition to the lack of a practice number. For example, invoices for treatments are dated in the future which is clearly impossible, statements contain services not rendered then reversed. Assuming that there is a contractual clause on the billing system performance, how many times have penalties been invoked and if not why not?

There is no contractual clause on the billing system performance. Your comment is noted and We will continue to work on ensuring that these matters are resolved soonest. The practice number has been explained on numerous occasions. Evergreen Health has recently been accepted by Discovery Health to provide certain homecare services without having a practice number.