

Questions for the LMV/LBHOA Candidates Night

- 1. For each of the candidates:** PVHA President Phil Frengs has stated that if a quorum is not reached, the PVHA will follow its by-laws and appoint the incumbents until the election the following year. However, **the PVHA By-Laws (Article V on page 51) stipulate** that the Board must extend the election long enough to establish a quorum:
 - ...“at such annual meeting of the members, directors for the ensuing year shall be elected by secret ballot, to serve as herein provided and until their successors are elected. If, however, for want of a quorum or other cause, a member's meeting shall not be held on the day above named, or should the members fail to complete their elections, or such other business as may be presented for their consideration, **those present may adjourn from day to day until the same shall be accomplished.**”*

“Day to day” does not mean “until a year from now”. As individuals, do each of you as candidates advocate keeping the election (and future elections) open long enough to establish a quorum, as stated in the by-laws?
- 2. For each of the candidates:** Are you willing to make a **pledge never to sell** or give parkland again *“except to a body suitably constituted by law to take, hold, maintain and regulate public parks?”* Do you support amending the original 1924 Protective Restrictions to align with this restriction in the underlying deeds from 1931 and 1940?
- 3. For Carolbeth Cozen and Carol Swets:** Neither of you were involved as PVHA Board members when the original sale was approved or when the decision to appeal was approved. However, **if you had been on the Board at those times, would you have voted for the sale of parkland in 2012 and for the appeal in 2015? Why?**
- 4. For each of the incumbents:** Do you agree with Phil Frengs’ statement that **PVHA is appealing the CEPC case because it cannot afford to pay for removing the encroachments** made by the Luglianis on the Panorama Parkland, even though the Judgment says: *“Nothing contained in this Judgment shall authorize or **prohibit any party from taking any actions or filing any legal proceedings to recover the costs of encroachment removal from the other Defendants in this matter?**”*
- 5. For Phil Frengs:** You have stated that the PVHA’s legal costs are covered by insurance. Is that D&O insurance or Title Insurance, and is there **any risk that such coverage might be denied** either because the Judge concluded that PVHA acted “ultra vires” (illegally) or because PVHA had knowledge of their inability to sell parkland because they had been turned down three times by Title Insurance companies before they found one that would issue a policy?
- 6. For Phil Frengs:** You have stated that if a quorum is not reached, the **PVHA will not count the ballots** due to the cost involved. Since the public would like to know the

outcome even if a quorum is not realized, why have you turned down ROBE's **offer to recruit volunteers** to do the tally under the supervision of PVHA and the Judge overseeing the election?

7. **For all candidates:** PVHA stated in its legal briefings that they interpret the word **"shall" to mean "may"** and hence following all such clauses using **"shall" optional**. Do you believe that the PVHA should have a **"right but not a duty"** to follow the 1924 Protective Provisions, its by-laws, and the deed restriction put in place on Parklands in the 1931 and 1940 deeds? Or do they have a duty?
8. **For Phil Frengs, Ed Fountain and Dale Hoffman:** In the summer of 2015, then PVHA President Mark Paulin wrote a letter about a proposed closing of a portion of the Paseo Del Sol Fire Road Trail, thus isolating several acres of parkland with a 300-foot long by 7-foot high chain link fence with **"no trespass signs"** and a minimum fine of \$500 for violations. The PVHA letter said **"the Board of Directors supports the concept of the project..."**. This letter was included in the application packet submitted to the Parklands Committee. Recognizing this is an **obvious violation of the underlying deed restrictions** which require the land be *"used and administered forever for park and/or recreation purposes only ... for the benefit of the residents"*, why did PVHA support this? If in fact PVHA did not support it, **what steps did PVHA take to correct the record and inform the public that it had withdrawn its support?**
9. **For Phil Frengs:** In your recent mailed letter to the public you stated that **"PVHA is not selling Parkland**. Parkland is owned by the City of PVE not PVHA." Further, you've claimed that **"PVHA has not owned parkland since 1940, so PVHA can't sell it."** So do you deny the **existence of a deed dated September 12, 2012** showing PVHA selling land to the Luglianis? So since **"not owning"** did not stop PVHA from accepting land from the City and then selling it, **what's to stop PVHA from repeating that type of pass-through transaction on any of the other 800 or so acres of remaining parkland & School property?**
10. **For Phil Frengs:** When you sent a mailer recently to all PVHA members in an **envelope under a permit without a return address and without clearly showing on the envelope who sent it**, were you aware that you were **violating both the California Fair Political Practices Commission regulations and US Postal Service Regulations?** Do you plan to apologize for that, and make it clear that you were acting as an individual and did not mean to mislead PVHA members that the letter was from the PVHA?