

August 12, 2021

Dear Mayor Andy Letham,

A communal issue involving myself, Fatima Barbosa and my spouse Eduardo Barbosa has transpired. [REDACTED] [REDACTED] [REDACTED] encroachment on the city's property located in front of my waterfront cottages. After countless attempts to resolve this issue by contacting HBDOA and the city, it was palpable that our last resort was to acquire your assistance.

Our family purchased property at 15 Pinewood Avenue, Fenelon Falls, which has provided an abundance of tranquility for three decades. However, since [REDACTED] establishment of HBDOA in 2015, our property ownership has become truly unbearable.

I possess occupancy of dock spaces 28 & 29. Contrastingly, [REDACTED] own docks [REDACTED] and [REDACTED]. [REDACTED] [REDACTED]

[REDACTED] Additionally, [REDACTED] home is not situated on the waterfront. [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] Although, [REDACTED] gradually encroached more and more on the waterfront in front of my cottages. [REDACTED] added a 3<sup>rd</sup> dock and has installed a deck for [REDACTED] use. The docks and deck have allegedly been built with permission from the city. If [REDACTED] obtained a permit, I have not been informed, nor viewed it myself.

[REDACTED] actions infringe upon my right to privacy and mobility in the Charter of Rights and Freedoms. Our family cannot utilize the area freely because of [REDACTED] constant presence there. Since the properties are cottages and not our primary residences, [REDACTED] disturbances are even more severe. This is especially concerning on account of Covid-19 which mandates social distancing.

As stated under Section 37 of the HBDOA Rules and Regulations, "No member shall enhance their structures on the shoreline and in the water that would impair another member's use and enjoyment of their dock. [REDACTED] places tents and chairs on the decks which limits our usage and enjoyment of the waterfront. [REDACTED] owns a fishing boat, a sea doo and another large boat all of which are parked on the docks which prevent our ability to swim freely. Also, [REDACTED] boats obstruct our view from my cottages which is evident through the attached photographs.

[REDACTED] actions pose environment effects. The deck built upon city property, in front of my cottages, must be removed upon wintertime, in accordance with the cities by-law. This ensures that freezing does not occur and the wood does not rot. [REDACTED] uninstalls the deck and does not place the wood in storage. Instead [REDACTED] keeps the wood on the waterfront which degrades the grass in that area. Despite informing [REDACTED] of this issue [REDACTED] continuously does not remove the wood. Therefore, I have taken onus upon myself to plant grass seeds to restore the grass. The water pollution of the boat is another major issue.

According to the United States Environmental Protection Agency , some of the negative environmental effects of boats include, 'high toxicity in the water, increased pollutant concentrations in sediments and high levels of pathogens, (EPA, 2012).' These effects arise not only through the boat's movement but in form of boat maintenance, discharge of sewage from boats, and the physical alteration of shoreline, (EPA, 2012). This poses a major risk for my grandchildren swimming. Assuming of course there would be adequate space for movement which there is currently not.

██████████ approved of ██████████ addition of the boat on July 12, 2019.

██████████. ██████████ ██████████  
██████████ Nonetheless, in an email they deemed that if a resolution was not formed between myself ██████████  
██████████ a.' ██████████ only had one dock space when ██████████ purchased ██████████  
property, however ██████████ has added another dock ██████████ once ██████████ became ██████████, ██████████  
used ██████████ position to add another dock in our dock space. This is unacceptable & unfair.

In the mediation process proposed by ██████████, one resolution was, 'the dispute being submitted to a panel of mediators.' This would occur by, 'one party appoint(ing) one mediator,' and 'the other party appointing another mediator, and the two mediators are so appointed by a joint third mediator.' This process is ineffective as all members of the association, unlike jurors, are biased by the mere fact that they are being appointed by parties. This does not resemble the democratic values of this nation which is imperative in a dispute involving by-laws, one's rights and homeownership contracts.

The aforementioned actions have transpired without my consent in both oral and written form. I signed a written contract to become a member of HBDOA to comprehend the cities by-laws, yet the ulterior agenda of ██████████ has been revealed. ██████████ has threatened to build a houseboat on my property as it is allegedly HBDOA's legal right. ██████████ does not own property, nor a home there. ██████████ has not received a permit, to my knowledge, to declare this proposition. ██████████ declared that ██████████ ability to utilize our waterfront was because we were not using it. Upon inquiry with the city, I was made aware that ██████████ did not possess authority to issue the retrieval of docks. In any circumstance, no matter what form of property, it is theft to claim another citizen's property without his or her consent. Also, ██████████ reasoning for using the waterfront is not mentioned in the Hickory Beach Dock Owners Association Rules and Regulations, Management and Liability document and my membership contract.

It is a civic duty as an owner of a waterfront property to pay property taxes, insurance, maintenance fees, etc. Within subsections 38 to 41 in the Property-Liability and Maintenance issued by ██████████ 'The Property shall be maintained in accordance between the HBDOA and the city.' This includes, 'upkeep of the property surrounding the area in which they have been assigned dock space.' HBDA has stated in the Manageability and Liability Agreement that these docks are in fact, "private docks – no trespassing and required to insure their docks, boat lifts and other personal property against fire, theft and liability. This occurs through your homeowners' policy. As a taxpayer, who pays additional fees for waterfront cottages, it is deplorable how individuals can formulate decisions without the permission of a homeowner for their own advantageous gain.

Ideally, as mentioned in a previous email by HBDOA that myself and [REDACTED] could form a resolution. This while in the best intention, is idealistic especially because of our lack of communication, since 2015. I truly appreciate your time in attempting to rectify these incidents. I maintain assurance that this ongoing dispute will be resolved.

Sincerely,

Fatima & Eduardo Barbosa











