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COMMONWEALTH OF MASSACHUSETTS

* * * REGULAR MEETING * * *

OSGOOD LANDING
1600 OSGOOD STREET
NORTH ANDOVER, MASSACHUSETTS
MARCH 26, 2012
7:00 p.m. - 8:34 p.m.

Kristen M. Edwards
Court Reporter

**Meeting
March 26, 2012**

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APPEARANCES:

Board of Managers:

Todd Lariviere, Acting President

Theresa Poore, Acting Treasurer

Jonathan Campbell, Acting Clerk

In Attendance:

Doug McMillian, Esq.

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MR. LARIVIERE: Good evening.

Welcome to the annual meeting of Farrwood 2
Condominium 2 annual meeting. I would like
to thank all of you for being here.

Last year we were at 30 percent,
which is what we need to have this meeting
as a bear minimum. This year we are at
46.5 percent of the membership here so give
yourself a round of applause. So, again,
thank you very much for coming here.

I mean, we try to send you out
information. We try to provide you
information when you call, and we let you
know what is going on. But the reality is
this is the point where you can actually
ask questions and then have anyone else
hear your questions because a bunch of you
might have the same questions at the same
time.

This is where we have to conduct our
business and it requires 50 percent of the
membership for you guys to conduct business
that you would like to conduct so,

1 unfortunately, you guys are being shorted
2 because there is not enough people for you
3 guys essentially to do any of the business
4 that you would like to see happen within
5 the association.

6 You should have received the budget
7 in the mail so we will -- oh, as a side
8 note, I do have a little timer here. I am
9 going to try to keep us on track and on
10 time so we are not running late.

11 And so to that end, I would like to
12 start with the budget. Is there any
13 questions, comments, concerns on the budget
14 you were sent in the mail?

15 SPEAKER: It appears to me that we
16 have over budgeted the snow removal and
17 under budgeted repairs to the road in the
18 parking lot, especially given the condition
19 of our portion of the road right now.

20 MR. LARIVIERE: The Farrwood Drive
21 road or the driveway?

22 SPEAKER: Farrwood Drive road.

23 MR. LARIVIERE: We don't own the

1 Farrwood Drive road.

2 SPEAKER: So we no longer own it.

3 MR. LARIVIERE: We never did.

4 SPEAKER: So we don't own it, but we
5 have to drive on it so who is going to fix
6 the potholes?

7 MR. LARIVIERE: The Weinstien.

8 SPEAKER: The agreement was for him
9 to build up on the hill and, I don't know,
10 seven years ago he was to fix that road
11 permanently. He patches it every year. By
12 the time the patches are down, there is
13 holes again so our lawyers were supposed to
14 work with him to get him to complete what
15 he originally agreed to. That has never
16 happened.

17 I will tell you that I have been
18 here since 2004, okay, and came to the
19 first three meetings religiously, no
20 quarter. The meetings start a half an hour
21 late. Nothing is discussed. There is
22 never a quorum, everybody argues and
23 nothing gets accomplished. Stop coming.

1 You're wasting my time. My time is more
2 valuable than sitting here and watching
3 people bicker when there are things that
4 need to be done and I am done.

5 I have called Elaine on numerous
6 occasions about the accomplishment that you
7 have in a year and how wonderful you are.
8 You took out the stairs and put in a
9 retaining wall.

10 I am 70 years old. I will be 71
11 pretty soon. I can't climb up and down
12 that wall. How am I supposed to bring my
13 garbage in and out? So I left it out front
14 and you gave me a \$50 fine and a \$50 fine
15 and then you charged me \$50 everyday that
16 the barrels were out there.

17 Guess what? I didn't pay it, and I
18 am not going to pay it. And if I have to,
19 I will get a lawyer and sue because I
20 talked to Elaine. She didn't know it.
21 Then I talked to her again and she said,
22 "Well, I have to look at it because they
23 are not supposed to do it until next week."

1 I said, "It's never come before me. It
2 affects me and my next door neighbor." She
3 said, "Well, that is the Board's decision.
4 It's an economy decision."

5 I talked to the person that put in
6 the wall. He said, "Well, you know, I
7 didn't want to do it but I was told it was
8 they couldn't afford to do it any other
9 way." We can afford to pick peoples'
10 property. We can afford to do a lot of
11 things but a simple thing like that where I
12 can get my barrels in and out. And if you
13 have to replace a furnace or a washing
14 machine or a drier or a water heater, how
15 are you supposed to get in and out? Nobody
16 is going to do it.

17 SPEAKER: Excuse me. Where do you
18 live? Where is this wall?

19 SPEAKER: At 98 Farrwood Drive.

20 SPEAKER: I am going to have to take
21 a look at it.

22 SPEAKER: They took out the wooden
23 stairs and the retaining wall, dug in a

1 hole and put in another low wall so you
2 have to hop down. I begged. I called the
3 main office. She says, nothing I can do
4 after you put it in, because I didn't know
5 what you were doing. I called to find out
6 what you were doing. Nobody knew what was
7 going on, okay.

8 So then I called Elaine and I said,
9 "I want to meet with the Board if it's the
10 Board's decision." She said, "Sure. Come
11 to the board meeting." Never told me when
12 it was or where it was. How can you go to
13 a meeting you don't know where it is? I
14 got this paper to tell me to come here,
15 okay. Nobody told me where to go.

16 I am so upset that I am thought so
17 little of. I pay my fees and my bill is
18 up-to-date except for that \$200 I refuse to
19 pay. And if I have to get a lawyer, I will
20 get a lawyer and sue because my blood
21 pressure has gone sky high. I can't depend
22 on anybody to bring on --

23 I mean, you're a nice guy. You help

1 my husband get down the stairs in the snow
2 when they didn't shovel the snow. You help
3 him get to his car. I appreciate that, but
4 I've got to be a little independent. I'd
5 like to be able to put my barrels around
6 back and bring them out front. I can't hop
7 them down.

8 I recently had a bad fall. Now I
9 have water on one knee. I'd never be able
10 to do it now, okay. Why are you people so
11 inconsiderate that nobody brought it up to
12 anybody? And, you know, I am out front of
13 my door everyday yearlong except I stopped
14 smoking and got very sick so I am not out
15 there any more but the thing is that you
16 see my face around. I watch what is going
17 on and, like, there is nobody could tell us
18 what is going on.

19 SPEAKER: Can you explain the
20 decision? Can you explain of how the steps
21 got removed? Because that is also a water
22 runoff issue that goes back to the property
23 from way back before it was developed.

1 MR. LARIVIERE: When we were walking
2 around with the landscaper, those stairs
3 needed to be repaired and fixed. And from
4 what I remember, the decision was it was
5 going to be cost-effective --

6 MR. CAMPBELL: It was a safety
7 issue. The walls were -- the stairs were
8 collapsing.

9 MR. LARIVIERE: Right. And so if we
10 put in the wall and basically eliminated
11 the stairs, then we would have a
12 handrailing issue. When we put in the new
13 stairs, we would just put in the wall and
14 it would be, you know, contain the earth
15 and it was going to be less expensive for
16 us to do that than to go through the whole
17 effort of putting in the stairs. We did
18 not know that someone was actually using
19 the stairs on a weekly basis and granted --

20 SPEAKER: She is not the only one
21 because, otherwise, without those stairs,
22 in order to get down to the back to get
23 anything off the porch or anything into

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1 your back way, you have to go all the way
2 down to the other end of the building and
3 come all the way around through the parking
4 lot.

5 SPEAKER: I've also watched fire use
6 them on an unknown scenario trying to get
7 in and out of a unit in the middle of waist
8 deep snow.

9 SPEAKER: Oh yeah. When the fire
10 alarm went off too.

11 MR. LARIVIERE: Right now I'd hate
12 to cut this short, but we need to talk
13 about the budget.

14 SPEAKER: But I needed to get that
15 off of my chest. I have been trying for
16 months for somebody to listen to my
17 complaints and to address it.

18 SPEAKER: So given that we don't
19 have a quorum to make a motion to put
20 stairs in there, how do we address it and
21 address the fact that nobody even talked to
22 anybody in the membership to see if that
23 cost-effective thing was the way the rest

1 of the membership wanted to go?

2 SPEAKER: Or at least the people
3 that lived in the building.

4 SPEAKER: I am betting that nobody
5 on the Board lives in that section.

6 SPEAKER: No, you live further down.

7 SPEAKER: You live down on the side
8 where you can walk into the back in the
9 parking lot.

10 MR. LARIVIERE: Because it is a
11 maintenance issue, just saying it's a
12 maintenance issue, so it falls under the
13 purview of the Board. That is how we make
14 our decisions, you know. Between safety
15 and maintenance, we make decisions on what
16 needs to be done.

17 SPEAKER: What happens if there's a
18 fire in one of those units? You can't get
19 up and out that way.

20 SPEAKER: Because, actually, the
21 bottom doorway is an exit. That is how you
22 our licensed to have an up and down.

23 MR. LARIVIERE: There would not

1 necessarily be a specific requirement for
2 you to get up those stairs.

3 SPEAKER: No, but to get out.

4 MR. LARIVIERE: Yes, to get out of
5 your apartment.

6 SPEAKER: In a fire.

7 MR. LARIVIERE: And I do a lot of
8 life safety stuff so you just basically
9 need to be able to get out of the building.

10 SPEAKER: No. This wall you have to
11 have two.

12 MR. LARIVIERE: Right, exactly,
13 which is what your basement and the front
14 door.

15 SPEAKER: Going back to the budget
16 and pulling this into the budget, that also
17 was part of a water runoff system from way
18 back when. So the water actually comes
19 down behind Building E at the top side all
20 the way down the backyard and down the
21 steps into the drain. Now there is a
22 pooling situation that is happening, and so
23 we may need to address that.

1 And I don't know if there is any
2 meaning put some smaller set of steps or a
3 smaller wall or something in there at some
4 point going forward so the water can move
5 and move as fast as possible because we
6 haven't had a chance to test it. So I
7 don't know where in the budget that we have
8 proposed where is there cushion to deal
9 with that.

10 MR. LARIVIERE: It would be under
11 landscaping.

12 SPEAKER: Landscaping as opposed to
13 cement, or I don't know where else it would
14 go.

15 MR. LARIVIERE: Well, that would be
16 under buildings and grounds, miscellaneous
17 grounds.

18 SPEAKER: Is there definite cushion
19 in here somewhere? I know someone
20 mentioned about the lack of snow removal.

21 MR. LARIVIERE: Yes, there is.

22 SPEAKER: And then can you just
23 clarify the road? You were about to talk

1 about the road and the potholes and,
2 although Weinstien doesn't own it, how you
3 get those repaired because we have two new
4 ones growing.

5 MR. CAMPBELL: He does own the road.

6 SPEAKER: Right. Weinstien owns the
7 road, but he doesn't have the
8 responsibility.

9 MR. LARIVIERE: As mentioned he has
10 graciously every year filled in the
11 potholes. Sometimes you have to kind of
12 yell and scream or kick to fill in the
13 potholes but he does eventually get to
14 doing that.

15 It's basically one of the other --
16 one of the other associations, Eddy, who
17 usually is heads-up and kind of gathers all
18 the information and is one that contacts
19 Weinstien to repair the potholes. And so
20 once the spring thaw happens, which was
21 last week but it seems to be colder now,
22 then they will come through and start
23 repairing the road. So hopefully that will

1 get done as soon as we can.

2 SPEAKER: Maybe what I have to say
3 doesn't have any bearing but I read in the
4 paper, especially out in the midwest
5 because of the economy, that people are
6 doing things themselves. They get
7 together. Why can't all the associates get
8 together and appoint a group to go and do
9 it? Because, otherwise, it's never going
10 to get done. I know it's the old American
11 way.

12 MR. LARIVIERE: The problem with
13 that is --

14 SPEAKER: The last president of the
15 association, I think he repaired it because
16 he was sick and tired of it. He did it out
17 of his own expenses. I think he did.

18 MR. LARIVIERE: If we start doing
19 that, then we claim a responsibility. And
20 at that point, he can just wash his hands
21 and walk away, which is what we don't want
22 to happen.

23 SPEAKER: At least it's done. That

1 is all I am saying.

2 SPEAKER: Is he ever going to build?

3 MR. LARIVIERE: I don't know.

4 SPEAKER: People are doing that all
5 over the country.

6 SPEAKER: According to the contract
7 that I read way back when, he wasn't going
8 to resurface the whole road until the
9 buildings were built and if they never get
10 built --

11 MR. LARIVIERE: He was going to do
12 our section when he built behind Farrwood
13 1, which I don't know where that stands.

14 SPEAKER: He is still fighting with
15 the town.

16 SPEAKER: Instead of just throwing
17 dirt in there, why don't you just put rocks
18 or something in there. That is something
19 substantial. Like, when we had a circle
20 and one of those drain things, you know,
21 like a sinkhole, the president of the
22 association, he went to town. We had the
23 money and did it the right way. I mean,

1 it's starting to depress a little bit now.
2 It's been very good for years and years
3 because it was done the right way.

4 SPEAKER: Unit 138. The cost of
5 repair of the road is \$300,000 without the
6 curbing and I think with three inches of
7 asphalt surface removed and to repave and
8 that's it. And we are not talking about
9 the whole road. We are talking about only
10 the section we care about.

11 SPEAKER: But the job was a great
12 job when they did it.

13 SPEAKER: No, no. I am talking
14 about the thing we would need to fix. So
15 \$300,000 for two associations because the
16 other four on the other side of Farrwood
17 are not going to pay for our section. So
18 even if we were --

19 SPEAKER: I didn't mean pay. I mean
20 get together as a group, self-help, the
21 American way and get the job done
22 temporarily so at least people -- nobody is
23 going to get hurt.

1 MR. CAMPBELL: But the problem is we
2 would be doing something to somebody else's
3 property.

4 SPEAKER: Sometimes that is the only
5 way you can get it done.

6 MR. LARIVIERE: Any other questions?

7 SPEAKER: And this is something they
8 could do in the meantime. At least put, I
9 don't know why the city can't, but put a
10 barrel there with a flashing light.

11 MR. LARIVIERE: The city claims no
12 responsibility at all for that.

13 SPEAKER: You know what I mean? One
14 of those large barrels and at least people
15 would know that it was there.

16 MR. LARIVIERE: Yes.

17 SPEAKER: Unit 111. Looking at the
18 ground's category it says main road cleanup
19 and it says a proposal and you have a
20 \$1,500 budget attached. Is that the
21 entrance?

22 MR. LARIVIERE: That was the
23 entrance in the past and because we don't

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1 have 50 percent --

2 SPEAKER: Has the entrance changed?
3 Has it become something else?

4 MR. LARIVIERE: No. I am saying
5 when you proposed that a while ago that
6 that is where that line item comes in. We
7 were hoping for 50 percent so we could hold
8 that over, so that will need to get moved
9 up into the general landscaping.

10 SPEAKER: Well, you have it in the
11 budget and then it says approval after it.
12 I mean, is it in the budget or isn't it?
13 Because that is under the proposed budget
14 for 2012 and 2000 --

15 MR. LARIVIERE: It needs to be
16 approved by you guys, but it can't be.

17 MR. CAMPBELL: We can approve the
18 budget.

19 SPEAKER: Unit 138. It's
20 irrelevant. The fact that it's off the
21 property like, for example, the condo
22 association is paying for lighting on
23 Farrwood Drive. There is no difference the

1 fact that we need that light. We
2 incorporate with other associations. We
3 pay to remove the snow.

4 MR. LARIVIERE: So we are not going
5 to need the 50 percent for that one?

6 SPEAKER: No, absolutely not.

7 MR. LARIVIERE: In that case, as
8 long as everyone here is willing to help us
9 mow that section a couple of times during
10 the year at the end of Farrwood Drive where
11 it touches 125, then that's what that line
12 item is for.

13 SPEAKER: Well, since we are talking
14 about it, can we see a show of hands or
15 something? What do you need to approve
16 that? I mean, where we live, let's have a
17 little pride in where we live. These are
18 not 300, \$400,000 condominiums and we don't
19 have a lot of amenities. We can at least
20 have a little pride and curb appeal and
21 what have you as you develop the ground
22 budget and what have you.

23 And like the situation down there, I

1 live in the same building as you do. I am
2 at the other end. I mean, are there other
3 lower cost alternatives or, like, maybe
4 some of those precast concrete stairs that
5 could go in there, you know, something of
6 that nature that would satisfy the
7 requirement of people at that end of
8 Building D to get in and out of there with
9 trash and whatever else?

10 I mean, I can't imagine that those
11 sorts of things, as long as we pass a
12 budget, that we can't shuffle a few things
13 around within the budget to do those
14 things. It's a bottom line. As long as we
15 don't exceed the bottom line, you know, you
16 overspend some items and you under spend
17 others.

18 I was on the Board for three years.
19 I know a little bit about this and, you
20 know, you have to do those things from time
21 to time. This isn't General Motors, even
22 though George what's his name thinks it is.

23 MR. LARIVIERE: So to answer your

1 question because it's on the budget, when
2 we vote for the budget, if everyone doesn't
3 object to that line item then the budget
4 would pass with that line item.

5 SPEAKER: And one last thing. If we
6 know who is here and we know who gave the
7 proxies, so by process of elimination we
8 know the unit owners that aren't
9 represented here at all who didn't show up
10 or even have the courtesy to turn in a
11 proxy, is there something we can do in
12 terms of notifying, you know, once we pass
13 what we are going to pass notifying them
14 that they have held up progress on
15 addressing certain level of things, you
16 know, that we would have been addressing
17 like parking lots and things of that
18 nature?

19 MR. LARIVIERE: We can do that.

20 SPEAKER: How do we leverage some of
21 that so they understand? I mean, some of
22 them I think are doing it out of spite
23 because of other things that have happened

1 in the past. That is why they are not
2 here. But I think other ones, they don't
3 realize that this is the one meeting a year
4 to protect the biggest investment that you
5 have and you can't show up for a couple of
6 hours to do that and you are actually
7 taking it out on the rest of the folks that
8 do care and that want to see the place look
9 presentable and do the right thing by
10 maintaining where we live.

11 So I would like to see if there
12 isn't some opportunity to contact those
13 unit owners in some way and not that you
14 are going to care but, you know, at least
15 let them know.

16 MR. LARIVIERE: We can do that, yes.

17 SPEAKER: Unit 112. You did go to
18 everybody's house too. You mailed it to
19 everybody's house, and you went to
20 everybody's house.

21 SPEAKER: And you called everybody's
22 house.

23 MR. LARIVIERE: Yes, in the rain

1 even.

2 SPEAKER: I know, and they simply
3 didn't care.

4 MR. LARIVIERE: Yes.

5 SPEAKER: I don't know how you make
6 them care unless you don't plow their yard.

7 SPEAKER: Some of them are only
8 absent owners too.

9 MR. LARIVIERE: Yes. We have a list
10 of those that are renters.

11 SPEAKER: Are these the people that
12 owe us money, the ones that didn't come or
13 send in ballads?

14 MR. LARIVIERE: That I don't know.

15 SPEAKER: I am curious as to how
16 many people owe us money.

17 MR. LARIVIERE: That would be an
18 interesting thing for us to look at.

19 SPEAKER: About all the bad condo
20 fees and everything.

21 MR. LARIVIERE: Which we are
22 actually doing very good on. That is kind
23 of a budget, folds this into a budget

1 thing.

2 SPEAKER: What is the number?

3 Because I was going to ask if that impacts
4 our budget going forward if we are 5, 10,
5 15,000 behind.

6 MR. LARIVIERE: Between 11 and 14
7 that includes that -- Elaine, does that 11
8 to 14 that we are behind on condo fees does
9 that include the attorney fees and all
10 that?

11 SPEAKER: Yes.

12 MR. LARIVIERE: So that includes any
13 attorney fees and stuff that were owed
14 through collections for getting the funds.

15 SPEAKER: How much?

16 MR. LARIVIERE: 11 to 14,000, if I
17 remember from the last.

18 SPEAKER: That's a lot of money.

19 MR. CAMPBELL: But from two years
20 ago, it was 30,000 and so it's come down.

21 SPEAKER: Unit 114, BJ Stavis, the
22 owner. In terms of just our current fiscal
23 year and we are in month eleven of it,

1 what's the account's receivable number for
2 unpaid condo fees just for this current
3 fiscal year?

4 MR. LARIVIERE: I don't know.

5 MR. CAMPBELL: Elaine, do you have
6 those?

7 SPEAKER: I don't have these with
8 me.

9 MR. LARIVIERE: We get it as a total
10 year-to-date essentially and it's broken
11 down by unit when we see it and review it
12 and that is something that we would have to
13 go through and calculate.

14 SPEAKER: The reason why I'm saying
15 that's the piece that's not available for
16 our current 12 month number so I am just
17 wondering what is this -- forget the 15.
18 That is probably 10 years old.

19 MR. LARIVIERE: It's probably not
20 that bad.

21 SPEAKER: I couldn't hear everything
22 BJ was saying.

23 MR. LARIVIERE: The kind of round

1 number for this past fiscal year what condo
2 fees -- the number of condo fees that
3 haven't been paid.

4 SPEAKER: I can get that, yes.

5 MR. LARIVIERE: Any idea of what
6 kind of a round number at all?

7 SPEAKER: No.

8 MR. CAMPBELL: Isn't that available
9 on the web site?

10 MR. LARIVIERE: No. Because this
11 pertains to each individual owner.

12 SPEAKER: I guess I would like to
13 know what time period before they are
14 served their papers or could they live here
15 for years without paying condo fees because
16 someone at work told me after 60 days you
17 can serve them with papers.

18 MR. LARIVIERE: How many days is it?

19 SPEAKER: 60.

20 MR. MCMILLIAN: My name's Doug
21 McMillian. I'm doing the collections for
22 the association, and I am just taking over
23 the other legal matters for the association

1 as well from Attorney Dan Braise.

2 With regards to collections, there
3 is a procedure under Mass Law that you have
4 to comply with. When a unit is more than
5 60 days past due on any assessment, you
6 send out notices that are required under
7 the statute to initiate a prior lien.

8 When you get to six months, a lien
9 gets filed in court and that lien is to
10 establish or the action is to establish a
11 lien that takes priority over the first
12 mortgage. So we are right on with all the
13 current collections, things since 2007.

14 We are in the process where if they
15 are two months late they start the
16 collections process with notices that go to
17 both the unit owner and to the mortgage
18 company that holds the mortgage on that
19 particular unit because our lien will take
20 priority over that mortgage.

21 When it gets to six months, suit is
22 filed and it goes before a judge to have a
23 lien established. And generally at that

1 point that is the latest point at which the
2 bank would end up paying what's known as
3 the priority lien portion of the lien.

4 It's broken up because there is two
5 portions of that lien, items that take
6 priority over the first mortgage, which are
7 regularly monthly assessments for common
8 expenses plus legal expenses. We get paid
9 those on a regular basis by the banks if
10 the unit owners don't pay.

11 But things that we don't collect are
12 late charges, fines, special assessments,
13 anything other than your regular monthly
14 common fee don't get this priority that I
15 am talking about and so we have to get a
16 judgment and get the individual and then
17 chase them for that.

18 The thing is we can't foreclose a
19 lien for nonpriority amounts because we
20 would have to pay off the mortgage to do
21 that. So for the monthly common fee
22 expenses and the legal expenses that are
23 incurred, we are pretty current as far as

1 those go. And even if we have to file
2 suit, we end up doing that and within a
3 month or two and the bank will write a
4 check for the full amount of the common
5 fees and the legal fees. So there is a
6 rolling basis.

7 I mean, from the time that it gets
8 turned over for collection, it could be
9 eight or nine months before you get those
10 fees collected. But the end of the nine
11 months, you will get that entire amount
12 collected but many of the units that are
13 having difficulty paying their common fees
14 you will just get right back into that
15 situation again. So although you might
16 collect for that period of time, you are
17 immediately going into another two or three
18 months behind on those particular units.

19 Now, foreclosures are picking up so
20 many of the units that have been in this
21 cycle of liens are going forward, have been
22 foreclosed. And as the foreclosing
23 entities put them onto the market again for

1 sale, hopefully people will be into the
2 units and will start paying their condo
3 fees on a monthly basis like most people
4 do.

5 But the collections on a current
6 basis are in the cycle where they get
7 turned over by a property management agent
8 after 60 days and then after six months
9 they go into suit and it's just a matter of
10 when the checks get in.

11 SPEAKER: What was your name again,
12 sir?

13 MR. MCMILLIAN: Doug McMillian.

14 SPEAKER: I suppose you have been
15 filled in on the other issue too about the
16 swindling of money.

17 MR. CAMPBELL: We will get into
18 that.

19 MR. LARIVIERE: I saw a hand over
20 here.

21 SPEAKER: I just don't agree with
22 the lien part of it because obviously I
23 stopped paying at some point because of the

1 swindling and then I got a first letter
2 that said pay this amount. I called to
3 make a payment plan. I had the money. It
4 wasn't because I couldn't pay it. It was
5 because of whatever was happening. I don't
6 pay attention.

7 I got a letter, called and said, I
8 will make a payment plan." They said, rip
9 that letter up. The numbers were wrong.
10 We will send you out another payment plan,
11 another numbers because the numbers that
12 they said in their computer -- I never got
13 a second letter.

14 By the time I got the third letter,
15 it had a lawyer fee in it for four hundred
16 and something dollars. I never signed for
17 the first, never signed for the third. I
18 never signed for the second because I
19 didn't get one and so now I had a \$400
20 lawyer fee that I wasn't going to pay. I
21 shouldn't pay that.

22 I caught up and paid off all my dues
23 and then they put a lien on my thing for

1 \$400 in legal things. I never got a second
2 letter saying I agreed the first time. I
3 never got a second one saying I wasn't
4 going to pay.

5 MR. LARIVIERE: We will, you know,
6 we can --

7 SPEAKER: What unit?

8 SPEAKER: 131. So now I have a
9 lien, which I don't even know if it got
10 paid or not still. I am not paying \$400
11 for a letter that I never received.

12 MR. LARIVIERE: We will get that
13 figured out.

14 SPEAKER: I have been trying to do
15 that for four years, and that has never
16 happened.

17 MR. LARIVIERE: This is the first I
18 have heard of it.

19 SPEAKER: I called Elaine and talked
20 to her about it. I talked to a lawyer
21 about it.

22 SPEAKER: It may have been Colleen.
23 I apologize if you have because I don't

1 deal with collections.

2 SPEAKER: Whoever I talked to, and I
3 am not sure who I talked to.

4 MR. CAMPBELL: We will go back and
5 take another look at the books.

6 SPEAKER: Talk to the post office.

7 MR. LARIVIERE: Any final questions
8 on the budget?

9 SPEAKER: 114, BJ Stavis. When you
10 talk about the line item for siding washing
11 5,520, what's the game plan there?

12 MR. LARIVIERE: The game plan there
13 is this. There is a lot of mold and mildew
14 on the aluminum siding and especially the
15 white parts under the windows so we have a
16 proposal to do, which is that line item, to
17 wash the siding. So it's not going to be
18 power washed. It's going to be basically a
19 soft wash to clean the siding off so then
20 that way you don't have the mold and mildew
21 on it.

22 SPEAKER: What about the concrete
23 walls where there's the mold? Is there a

1 way to get rid of that?

2 MR. LARIVIERE: Yes.

3 SPEAKER: I have tried different
4 things, and I am not getting it out.

5 SPEAKER: There are products out
6 there. That is why I am asking because
7 there is, like, Wet and Forget and certain
8 products, which that you can put on, and I
9 just wanted to know whether they are doing
10 the high power.

11 MR. LARIVIERE: No, we're not.

12 SPEAKER: Because where the siding
13 is so old, we might have water going
14 through the windows because it's high
15 power.

16 MR. LARIVIERE: Yes. So it's not
17 going to be a power wash. That is
18 something again we can look at as you go
19 through the problem with the concrete that
20 it's underneath all the decks so it never
21 gets a chance to dry. It's kind of --

22 SPEAKER: Mine is on the top upper
23 part. But it's because where we are, there

1 are so many trees and it doesn't get any
2 sun so, you know, that is why it collects.

3 SPEAKER: Unit 138. If you don't
4 have any sun, the moss will come back no
5 matter what.

6 SPEAKER: But I just need a product
7 for -- you know.

8 MR. LARIVIERE: She is also looking
9 for an idea for maintaining that. I know I
10 am guessing.

11 SPEAKER: Yes.

12 SPEAKER: Unit 138. Again, as far
13 as the washing of the siding, even if it's
14 not a power wash, the paint is chipping
15 already and the problem is that if you have
16 a dark red paint and aluminum which is
17 silvery and you start washing that, you
18 might have to paint some of the siding
19 again. So do we have a buffer there in
20 6,700 for patchwork, painting?

21 MR. LARIVIERE: There isn't but we
22 can discuss that with the company when they
23 go through and do it just to see how they

1 can kind of address areas where the paint
2 might be peeling. And then as Larry said,
3 we will push and pull through some other
4 miscellaneous things if we need to go back
5 and paint.

6 SPEAKER: Are you referring to
7 specifically Building A where at the end of
8 Building A it looks like the paint is
9 curling? Was that a result of a prior test
10 process?

11 MR. LARIVIERE: No. It's the fact
12 that somebody at some point painted the
13 aluminum probably inappropriately and it's
14 peeling.

15 SPEAKER: I know the end of Building
16 A and I wasn't sure if they put a test
17 product on it and it actually destroyed the
18 paint or the coloring.

19 SPEAKER: What about the concrete
20 steps? They are starting to crumble now
21 too.

22 MR. LARIVIERE: Where?

23 SPEAKER: In my unit, the edges.

1 They are not bad yet and the foundation.
2 But I've lived in my unit since they built
3 that, so the last 30 years plus and it's
4 not going to last forever.

5 MR. LARIVIERE: We have replaced a
6 couple of the steps in the past year so as
7 they kind of come up and they need repair
8 and that's the same kind with the concrete
9 and the masonry repairs numbers, what are
10 we --

11 SPEAKER: Because I had railings on
12 both sides. I had to install them because
13 my mother had a fall that was required by
14 the rehab so I did that on my own expense.
15 I know the first condo association all the
16 buildings had those railings.

17 MR. LARIVIERE: We only have a
18 couple of minutes left.

19 SPEAKER: Can you put up railings on
20 the cement stairs?

21 MR. LARIVIERE: Yes.

22 SPEAKER: Who do I have to go to get
23 permission before I get fined again?

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1 MR. LARIVIERE: Write a letter to
2 the Board requesting a railing and then at
3 the next meeting --

4 SPEAKER: You saw I have to help my
5 husband down. If he ever falls on me, he
6 will kill me so we thought putting a
7 railing might help somewhat.

8 MR. LARIVIERE: I have two more
9 questions.

10 SPEAKER: Unit 112. The water
11 budget, it went from the budget was \$3,000
12 for this year up to \$5,000 right now. I am
13 wondering whether we could reduce the
14 watering of the lawns at all. Is there
15 some way to create a savings there? They
16 seem to water a lot and it mainly pools in
17 parking lots, at least down at our end of
18 the place, and I wondered whether there was
19 something you could do there.

20 MR. LARIVIERE: We have a walk-
21 through with a landscaper a week from
22 today. So when we walk through, we will
23 ask him about kind of turning that down to

1 see if we can reduce it.

2 SPEAKER: Are there any other -- I
3 mean, water bills did go up so I'm assuming
4 that that's the bulk of why that is so
5 much.

6 MR. LARIVIERE: Yes. And BJ?

7 SPEAKER: 114. Can you explain --
8 it's not a lot of money -- what the jet
9 cleaning main lines is and is it related to
10 preventing backups?

11 When I spoke with the City of
12 Haverhill because I have to constantly call
13 about the pump station at the bottom of
14 Farrwood, they said there never would be a
15 sewage backup into the unit. So when I saw
16 this listed here, I was wondering what
17 happened where 57, 58 and 71 had sewage
18 backups. Is that on the outflow?

19 MR. LARIVIERE: Yes. It's on the
20 end of the main line and going out of the
21 unit. Those two units are kind of at the
22 bottom of the line for the building as it's
23 going out, so there is kind of a backup in

1 there.

2 We budgeted a little bit because we
3 know a lot of the lines have not been
4 cleaned. They probably will need to be
5 cleaned and so we can try to go through and
6 try to prevent that, so preventive
7 maintenance so people won't be getting
8 backups into their units.

9 SPEAKER: Do we have all of this
10 documented? Because I've crossed paths
11 with different venders and they come up on
12 our property and they are asking me where
13 to find certain things and I'm hoping that
14 this is documented so that anybody coming
15 on our property can just talk to PMA and be
16 told where to look for things.

17 MR. LARIVIERE: Yes. I know we've
18 made a couple of maps. Like, when we had
19 the water main break for shutoffs down in
20 Buildings A and B, a whole map was
21 generated for the shutoffs and where the
22 lines were going down there.

23 SPEAKER: Because they vary from

1 building to building.

2 SPEAKER: Unit 138. We have all
3 engineering maps collected on the web site
4 under the engineering section documents and
5 that includes all the construction
6 documents, which are available. The
7 problem is a lot of those documents were
8 lost in the City Hall fire of 1990
9 something so we do have some ground
10 schematics, some of the building schematics
11 and things like some gas pipe schematics.
12 But as far as sewage, I haven't seen one.

13 MR. LARIVIERE: We are trying to --

14 SPEAKER: Update them.

15 MR. LARIVIERE: Last question.

16 SPEAKER: Unit 107. Looking at the
17 budget, it looks like we nearly doubled the
18 masonry repairs. Do you not foresee
19 masonry repairs being needed for next year?
20 Because it looks like you still put down
21 8,000.

22 MR. LARIVIERE: Did we catch up --

23 was a lot of the masonry this past year the

1 cracks in the wall?

2 SPEAKER: I do see a lot of that.

3 But then again I'm just saying, do you not
4 foresee other buildings having the same
5 need for this upcoming year where we
6 basically we are at double the mark that
7 you had and you brought it back down again
8 to the original 8,000.

9 MR. LARIVIERE: Yes, the short
10 answer to your question, which is being
11 optimistic, that we repaired the things
12 that need to be repaired and we are not
13 going to have to have any more. But,
14 again, it's kind of one of those things
15 that when it happens it happens.

16 SPEAKER: So wouldn't you want a
17 cushion for it a little bit rather than
18 just bring it back down to the eight?

19 MR. LARIVIERE: It's one of those
20 things that we have to spread the budget
21 around and give things numbers. So if we
22 were to give a full amount to that line
23 item, we would have to think of them

1 somewhere else.

2 SPEAKER: I understand that's for
3 work but I am just saying seeing that,
4 unless it's a one time off expense, I would
5 pay attention to that because I can see
6 that being off again, especially when these
7 buildings are older and things happen and
8 it will come to that.

9 MR. CAMPBELL: In reference, I mean,
10 obviously we are required to have a balance
11 budget. We have certain projectors.
12 Sometimes we make compromises in order to
13 have the balance budget. I mean, we have
14 to steal from Peter to pay Paul, so to
15 speak.

16 SPEAKER: Absolutely. Budget tax
17 rules and all that stuff, yes.

18 MR. CAMPBELL: And sometimes it
19 doesn't work out, and sometimes during the
20 year we actually will borrow from this
21 particular fund to fix unexpected expenses
22 in other areas. If it happens with the
23 mansonry again, we will figure out some way

1 to do it. I mean, it's just unfortunate
2 that the realities of it.

3 MR. LARIVIERE: And we did hit a lot
4 of stuff last year because we also did a
5 little bit of masonry from the reserve
6 study that was done five years ago as well
7 so, you know, those things won't need to be
8 fixed because they were just repaired this
9 year.

10 SPEAKER: Right.

11 MR. LARIVIERE: Okay. We have run
12 long on this and so unless it is a really
13 needed question, go ahead.

14 SPEAKER: Susan Levins, Unit 90. I
15 am looking at this snow removal and the
16 \$30,000 that you proposed, is that after
17 bids? Is that the bid that we took for the
18 snow removal? Because it's \$10,000
19 basically more than what we proposed
20 previously.

21 MR. LARIVIERE: Correct. The snow
22 removal did go up. It was high. All the
23 bids coming in for the snow removal were in

1 that \$30,000 range so we were actually, I
2 believe we were a little short or we were
3 right there on this last past year for the
4 number so we moved it up to the 30,000.
5 Because if the bids were coming in 30,000
6 this year, then we are assuming that they
7 are going to be 30,000 next year.

8 MR. CAMPBELL: If I may too on that,
9 obviously the last year we had this huge
10 amount of snow. Everyone who bid on the
11 snow contract this year raised their bids
12 very, very significantly, sometimes
13 30 percent or more based on anticipation of
14 a -- obviously we had a great winter in
15 terms of snow removal, but we had to
16 protect against that possibility and nobody
17 was coming in anywhere near what we
18 actually budgeted for in terms for the bids
19 last year.

20 SPEAKER: So the cost of plowing has
21 gone up that much?

22 MR. LARIVIERE: Yes.

23 MR. CAMPBELL: That's what the

1 contract ended up, yes.

2 SPEAKER: Oil went 40 bucks up for
3 the year from 80 to 120, I believe, right,
4 or 110, so it's not expected to go down
5 much. We are paying for oil.

6 SPEAKER: It's really quick. Is
7 this reserving, 112, is this reserving
8 keeping what we need to have in terms of
9 being able to sell? Are we online with
10 that?

11 MR. LARIVIERE: The FJA you are
12 saying?

13 SPEAKER: Yes.

14 MR. LARIVIERE: No, it's not.

15 SPEAKER: What does that need to be?

16 MR. LARIVIERE: Another 2,000.

17 SPEAKER: No, 27 would be the total.

18 MR. LARIVIERE: 27 would be the
19 total.

20 SPEAKER: I don't understand that
21 point.

22 SPEAKER: It needs to be 10 percent
23 of your annual funding.

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1 MR. LARIVIERE: In order for a
2 person to gain an FHA loan, we would need
3 to put in 10 percent of our annual budget
4 into reserve.

5 SPEAKER: And we're only putting in
6 20?

7 MR. CAMPBELL: 24.

8 MR. LARIVIERE: So basically doing
9 2,000 a month.

10 SPEAKER: So it needs to be two or
11 three higher in order to be in compliance?

12 MR. CAMPBELL: 27.

13 SPEAKER: Thank you.

14 MR. LARIVIERE: That is one of those
15 things that it was money out of our pocket
16 that we have to pay in order to comply with
17 all of that if we were to do it as an
18 association.

19 SPEAKER: Are we on schedule with
20 are loan payback for the roofs?

21 MR. LARIVIERE: Yes. I would like
22 to vote on the budget? All those in favor
23 say I?

1 SPEAKERS: I.

2 MR. LARIVIERE: All those opposed
3 nay? Guys, the budget has passed. Moving
4 on.

5 So the question of the night is
6 this, do you enjoy seeing my shining face
7 up here?

8 SPEAKER: Yes.

9 MR. LARIVIERE: Who among you would
10 like to have your shining face up here?

11 SPEAKER: What is the status on the
12 lawsuit?

13 MR. MCMILLIAN: We are putting it
14 together.

15 SPEAKER: That can impact people.

16 MR. LARIVIERE: Is there any
17 volunteer for the Board? Come on.

18 SPEAKER: You are it for another
19 year.

20 MR. LARIVIERE: Well, because we
21 were for our new owners we, the board
22 members, meet once a month except for
23 December, so it's basically meet 11 times

1 plus the annual meeting. There are
2 positions essentially. There is a
3 treasurer, clerk and buildings of grounds,
4 which in the past when we were self-managed
5 held kind of a little bit more
6 responsibility than they kind of do now.
7 Because, essentially, the treasurer now
8 really doesn't have anything to do because
9 all the treasurer and finances and all that
10 is being handled by the PMA.

11 So, essentially, the treasurer
12 reviews the statements and stuff at the
13 monthly meetings and then essentially it's
14 about an hour and a half once a month to
15 sit down and review any complaints,
16 anything that is going on amongst the
17 association.

18 MR. CAMPBELL: Make decisions.

19 MR. LARIVIERE: To review any bids
20 that come in for any projects we are trying
21 to do. It might come down to before the
22 next annual meeting on a Sunday afternoon
23 walking in the rain trying to knock on

1 doors to get people to come in. It really
2 isn't a hard job. It's fairly easy. Once
3 in a while, you want to pull your hair out
4 but you just kind of roll with the punches
5 and move forward. But it's, from my
6 perspective, it's easy because it's like it
7 has been mentioned. It's your house. It's
8 your neighbors. You want to provide the
9 best for your neighbors and the same time
10 provide the best for your house and so you
11 just make the decisions based upon that.

12 SPEAKER: Can you identify how many
13 people need to be on the Board?

14 MR. LARIVIERE: We need a minimum of
15 three people. We would like to be an odd
16 number because we did have for a little
17 while four members, which we didn't have a
18 problem because --

19 SPEAKER: Yes, we did.

20 MR. LARIVIERE: You are voting
21 with -- you know, you have your conscious
22 with trying to do the best because we are
23 all kind of on the same path but three or

1 five would be what we want.

2 SPEAKER: I'm not sure how much good
3 I can do. I am not good at numbers and
4 figures, but I'm good at knocking on doors.

5 MR. LARIVIERE: What is your name?

6 SPEAKER: I'm Bonnie Hayes, Unit 59.

7 SPEAKER: Are you compensated for
8 your time?

9 MR. LARIVIERE: We are not. This is
10 strictly volunteer.

11 MR. CAMPBELL: If we have an expense
12 associated with to performing our duties,
13 we can submit for that expense.

14 MR. LARIVIERE: It's for the love of
15 our community. The management is for PMA.

16 SPEAKER: We pay them that much
17 money? Wow.

18 SPEAKER: Like 250 a unit.

19 MR. LARIVIERE: Any other
20 volunteers, anybody else wishing to run?
21 So I'm going to pass the baton.

22 Theresa, are you still wanting to
23 run?

1 MS. POORE: I think we are looking
2 for a secretary. At our last meeting, we
3 were looking for a secretary.

4 MR. LARIVIERE: Can you take notes?
5 Are you good at taking notes?

6 SPEAKER: Yes, if people can
7 decipher my handwriting.

8 MR. CAMPBELL: I will continue if
9 they want me to.

10 MR. LARIVIERE: So that's going to
11 give us four.

12 MR. CAMPBELL: We've had four
13 before. We will deal with it. If somebody
14 wants to --

15 SPEAKER: Do you really need to have
16 five?

17 MR. CAMPBELL: No.

18 SPEAKER: Yes.

19 SPEAKER: I mean, I can attend the
20 board meetings too and make four to have
21 like fifth vote, if necessary.

22 MR. CAMPBELL: That is okay.

23 MR. LARIVIERE: So you'd like to --

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1 SPEAKER: Unit 138 but I'm not being
2 president.

3 MR. CAMPBELL: That is fine. You
4 can resign from the Board when we nominate
5 you.

6 MR. LARIVIERE: Yes.

7 SPEAKER: I had a question about
8 secretary. What are the duties besides
9 taking notes?

10 MR. CAMPBELL: It's technically
11 clerk. You keep the minutes of the
12 meeting, record all the decision of the
13 Board and maintain copy of the bylaws.
14 That is what the article says.

15 SPEAKER: And the copy of the bylaws
16 is transferred to PMA, that duty.

17 SPEAKER: They handle the web site
18 too?

19 SPEAKER: We have a volunteer.

20 MR. LARIVIERE: He is our webmaster.
21 So, essentially, a couple of the
22 newsletters, putting together newsletters,
23 which Elaine has done, but if there is any

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1 kind of notices, something kind of from the
2 Board and just the meeting minutes, which
3 is just take them at the meeting and then
4 type them up and then at the following
5 meeting we go over them and publish them to
6 the web, which they will go over to Cady.

7 That gives us five people. So I
8 guess the first question on the floor we
9 need to be is there any objections to
10 Bonnie Hayes?

11 MS. POORE: Don't we need a motion?

12 MR. LARIVIERE: For?

13 MR. CAMPBELL: For the election.

14 SPEAKER: We can't do that without
15 the 50 percent.

16 MR. CAMPBELL: For the elections we
17 can.

18 MR. LARIVIERE: For elections we
19 can. So the way I have done things in the
20 past is a motion to nominate a second and
21 then so I --

22 SPEAKER: But you cannot make that
23 motion being the one.

1 MR. LARIVIERE: I know I can't, but
2 I am saying --

3 SPEAKER: I can make a motion to
4 nominate the two people that just said --
5 you have to do one at a time?

6 MR. LARIVIERE: Do them one at a
7 time.

8 SPEAKER: Bonnie, you're first. I
9 am nominating you.

10 SPEAKER: I second.

11 MR. LARIVIERE: What was your number
12 for second?

13 SPEAKER: 131.

14 MR. LARIVIERE: And what was your
15 number for nominating?

16 SPEAKER: 112.

17 MR. LARIVIERE: And all those in
18 favor?

19 SPEAKERS: I.

20 MR. LARIVIERE: All those opposed?

21 SPEAKER: Can I motion to nominate
22 Cady for the role of the Board? 112.

23 MR. LARIVIERE: A second?

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SPEAKER: Second.

SPEAKER: Second, 54, Farrwood.

MR. LARIVIERE: All those in favor?

SPEAKERS: I

MR. LARIVIERE: All those opposed?

MR. CAMPBELL: We also need a motion
to further same to continue.

MR. LARIVIERE: That would be next.
So, now, the three of us are willing to
continue.

SPEAKER: A motion to maintain the
same three members from the Board, keep
them on the Board, how should I phrase
that? Eric, 54.

SPEAKER: Second, 116.

MR. LARIVIERE: And all those in
favor?

SPEAKERS: I.

MR. LARIVIERE: All those opposed?
You have your new five members for the
association.

Now I would like to introduce Doug
McMillian, if that's correct, right?

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MR. MCMILLIAN: Yes.

MR. LARIVIERE: He is our new attorney for the association. If you would like to just come up and just, I guess, introduce yourself to everyone and give them a little bit of background of yourself.

MR. MCMILLIAN: My name is Doug McMillian. As I said before, I have been doing the collection work here at Farrwood 2 since about 2008 or so. I am not sure exactly when I started that. Just recently the Board engaged me to handle general legal issues for the association, which until recently had been handled by Dan Braise.

My office is here in Bradford. I have been practicing in Bradford for about 21 years now, and I have been doing condominium work for about that long. I have about 55 associations throughout the Merrimack Valley and do a range of issues for them, general counsel, collection

1 matters, as well as litigation on their
2 behalf. So, generally, whatever Farrwood 2
3 would need from a legal standpoint that is
4 within my expertise I would handle for
5 them.

6 As I said earlier, I do the
7 collection work. The collection work is
8 paid for directly by the collections
9 themselves, so that is to say that the
10 legal fees that are incurred in a
11 collection action are recovered as part of
12 that action so there is no net expense to
13 the association as a result of the
14 collection actions against any particular
15 unit owner.

16 SPEAKER: I'm sorry. So that means
17 we don't collect the full amount of what we
18 were expecting to get in those condo fees
19 in the first place?

20 MR. MCMILLIAN: It may or may not.
21 It depends what other fees there are. As I
22 mentioned earlier, the priority lien part
23 pays 100 percent of six months worth of

1 condo fees. So what that means is every
2 six months if someone is not paying a lien
3 action needs to be established and if you
4 will get six months plus whatever legal
5 fees were incurred in getting that six
6 months worth of condo fees.

7 Now, if at that time there are late
8 fees that are due, if there are \$300 worth
9 of late fees, you are not going to collect
10 those as part of the lien action. So they
11 don't -- the bank doesn't have to pay
12 those.

13 When we talk about the priority lien
14 amounts, what we are talking about is the
15 amount that the bank has to pay so that is
16 likely the amount that you are going to
17 recover. And in the majority of the cases
18 where you have either a foreclosure or a
19 unit owner that is not paying continuously
20 where the bank has to step in and pay the
21 likelihood of you recovering either late
22 fees, special assessments and other charges
23 that don't gain this priority is minimal.

1 You are not going to see that but you will
2 get your legal fees and six months worth of
3 condominium fees.

4 SPEAKER: So we won't see -- like,
5 if someone gets fined for a dog mess, we
6 are not -- that is not part of this. We
7 don't recover that through the lien
8 process.

9 MR. MCMILLIAN: You don't recover it
10 through the priority lien process. If you
11 have a unit owner who says let's say, for
12 example, they are paying on a regular basis
13 and they get fined and they don't pay the
14 fine, if the association then turns around
15 and brings a lien action against them that
16 is a lien against the unit. They cannot
17 sell that unit and we can enforce that lien
18 by bringing them into court on
19 supplementary process, so that will be
20 recovered including the legal fees.

21 What I am saying though is that the
22 bank will not pay those fees so the
23 majority of the collection actions that

1 come to me are merely because the unit
2 owner is not paying condo fees, which is
3 the majority of the amount any one unit
4 owner would normally owe. If it's, again,
5 a fine or a late charge or something along
6 those lines, those generally don't get
7 turned over unless there is a particular
8 problem.

9 If they are fined everyday or every
10 month because there is an issue with a dog
11 and they don't correct the dog problem and
12 now the fines are up to \$1,000, that would
13 get turned over to me. I would bring a
14 lien action. It would be a lien against
15 the unit and we would recover our legal
16 fees unless there is a foreclosure, which
17 wipes all that out against the lien so,
18 hence, it doesn't take the priority that
19 the six months worth of common fees and the
20 legal fees get. So whether we collect it
21 or don't depends in large part on the
22 financial condition of the unit owner in
23 question. So if they're financially able

1 to pay, then we collect those additional
2 amounts as well.

3 It's just that in the collection
4 arena generally when I am involved in doing
5 a collection action for a priority lien,
6 it's either going to result in a
7 foreclosure eventually either by us or by
8 the bank most likely. And when that
9 happens, there's such financial pressure on
10 the unit owner that the likelihood of
11 recovery in our situation for the balance
12 of the fees is very minimal.

13 Any other questions with regard
14 to -- the lien that I am talking about I
15 know is a little bit difficult to
16 understand because there are two portions
17 of it, the priority portion and the
18 nonpriority portion. Any amount that a
19 unit owner owes to the association
20 automatically becomes a lien just because
21 the master deed has been recorded and
22 you've taken a deed to a unit that is in
23 the association, so what we are talking

1 about is the enforcement procedure, how
2 does the association collect the moneys
3 that are owed.

4 And when we are talking about
5 nonpriority amounts, the fines, the special
6 assessments, that always comes down to
7 financial ability. The Board will look at
8 it and say, you know, is it worth it
9 spending money now that we are not going to
10 get from the bank? So we are actually
11 laying out money to pay legal fees in the
12 hopes that at some point in the future we
13 are going to recover not only the legal
14 fees but the fines and the other
15 assessments.

16 SPEAKER: Can you tell us how many
17 properties have liens against them?

18 MR. MCMILLIAN: I don't know that
19 offhand. You are talking about how many
20 files with me I'm currently working on?

21 SPEAKER: Yes.

22 MR. MCMILLIAN: I didn't know that
23 it was going to be an issue. I would say

1 it's probably less than 10 that are with
2 me. As far as how many are currently in
3 litigation, when you say a lien, there is
4 automatically a lien just because the
5 master deed is recorded and you own a unit.

6 When it gets turned over to me, I
7 start setting up notices, warning of filing
8 to get to enforce the lien and I would say
9 that right now there's probably two that
10 are in litigation to have a judge determine
11 there is a lien on the unit, to establish
12 the amount of lien and to give me a
13 judgment, which not only would give me the
14 priority to go to the bank and say, okay,
15 you need to pay that amount but would also
16 give me a judgment against the individual
17 unit owner as well that we could enforce
18 through a supplementary process action or
19 something along those lines. It's probably
20 less than 10 that is in collection. So
21 that would include accounts that have been
22 turned over to me and I send a notice and
23 then people respond by sending in a check

1 to end suit.

2 Any other questions? So that is
3 just an overview of what it is that I am
4 doing for the association. I have just
5 assumed responsibility for the litigation
6 in which Mr. Brouder has brought a
7 derivative action on behalf of the
8 association against several individuals,
9 including several past board members.

10 However, that portion of the suit
11 has been determined and the judge has
12 dismissed that portion of the action and
13 the only part of Mr. Brouder's lawsuit that
14 remains at this point is a claim against
15 Peter Quan, a former board member and
16 against Donna Demurs, who was the past
17 treasurer who is alleged to have taken the
18 funds from the association and so that is
19 just coming back online.

20 That was actually kind of put on the
21 sideline for a little while because there
22 was a motion for summary judgment, which is
23 where you request the judge to either

1 dismiss the case or counts against certain
2 individuals or to decide the case just on
3 the filings. The judge allowed the motion
4 for summary judgment as I said -- I'm
5 sorry -- for to dismiss the counts against
6 the three individual board members and
7 denied it as to the other two.

8 So at this point, the litigation
9 will be continuing the discovery phase of
10 that. And at some point, unless there is a
11 summary judgment motion that is allowed,
12 then the case will be tried eventually.

13 SPEAKER: How does that impact us as
14 the condo association the status of the
15 last piece?

16 MR. MCMILLIAN: Against the
17 remaining counts that are outstanding?
18 Well, Mr. Brouder is suing on behalf of the
19 association. This is what we call
20 derivative action and so he, in effect, is
21 representing the interest of the
22 association. Any recovery that is had will
23 be a recovery that belongs to the

1 association.

2 SPEAKER: Okay.

3 SPEAKER: Unit 138. That may be
4 true, however, as I recall, Mr. Brouder
5 filed and asked for restitutions to him
6 personally in the amount of 100,000 and so
7 unless he amended his complaint, I am not
8 even entirely sure the judge will be able
9 to satisfy whatever he wants to do.

10 MR. MCMILLIAN: The claims that the
11 judge allowed to go forward were in the
12 nature of derivative claims. Mr. Brouder
13 was ordered to file an amended complaint,
14 which he did. The insurance company that's
15 representing the association objected and
16 claimed that Mr. Brouder had not met the
17 requirements for filing a derivative
18 action.

19 In the motion to dismiss that was
20 recently decided, the judge determined that
21 there was sufficient pleading to be able to
22 proceed on a derivative basis, so there is
23 no -- he has no grounds for a recovery on

1 an individual basis.

2 SPEAKER: But what is the complaint
3 asking for right now? Because, actually, I
4 have read the complaint as it was presented
5 originally against Demurs, Quan and three
6 of us and the three of us got dismissed.
7 But unless he amended the part of the
8 recovery, it still stands at \$100,000 for
9 himself and nothing for the association.

10 MR. MCMILLIAN: Well, that will need
11 to be clarified, but the judge was pretty
12 clear that he was proceeding on a
13 derivative basis. Derivative means you are
14 representative of a class, not --
15 Mr. Brouder was owed no individual duty by
16 any of the people that he is suing,
17 therefore, he can't have an individual
18 recovery. I think it's clear that he is
19 not going to -- he is not going to recover
20 on a personal basis.

21 SPEAKER: Right. But that was the
22 peculiarity of the original filed lawsuit
23 and that he asked for personal recovery and

1 nothing for the association.

2 MR. MCMILLIAN: Neither the original
3 complaint or the amended complaint are well
4 played and that's indicated in the judge's
5 decision and so I can't speak to how well
6 the complaint itself was drafted. All I
7 can speak to is the fact that the judge
8 allowed it to go forward in a derivative
9 fashion.

10 There is nobody -- even the
11 remaining defendants owe no individual duty
12 to Mr. Brouder. If any duty is owed, it's
13 to the association and the recovery would
14 come to the association if there is a
15 recovery.

16 SPEAKER: Is the association joining
17 Mr. Brouder on the joining lawsuit on the
18 side of Mr. Brouder or we are standing
19 aside and just letting him handle it?

20 MR. MCMILLIAN: Mr. Brouder is
21 proceeding forward on that particular
22 claim. That is right. There are remaining
23 claims asserted by Mr. Brouder against the

1 association in the nature of injunctive
2 relief. He also sought to prevent the
3 association the future from expending funds
4 in excess of \$10,000 without getting
5 requisite approvals and several other
6 requirements. Those will be defended on
7 behalf of the association.

8 But as far as the claims against
9 Donna Demurs, he is proceeding in the
10 derivative fashion. He is entitled to and
11 that's how he is proceeding.

12 SPEAKER: Mr. -- I forget the name
13 of our previous lawyer.

14 MR. MCMILLIAN: Dan Braise.

15 SPEAKER: Yes, Dan Braise. He
16 assembled a committee of people because
17 wasn't Mr. Brouder's claim originally that
18 he was suing Farrwood Drive on behalf of
19 Farrwood 2 on behalf of all the people in
20 Farrwood 2 so Dan Braise assembled a
21 committee of several members of Farrwood 2
22 who said no, he is not suing on our behalf.
23 It was my understanding that this dismissed

1 the case. Is that not what happened?

2 MR. MCMILLIAN: That's not what
3 happened. That information has been
4 provided to the company that is providing
5 the defense to Farrwood 2. The lawyers
6 from Morrison, Mahoney and Miller in Boston
7 and they have that information and may use
8 that for a motion for summary judgment in
9 the future but that to this point has not
10 been acted on. That is not the subject
11 matter of what the motion to dismiss that
12 the judge recently decided was founded on.

13 SPEAKER: Okay. Why wouldn't that
14 have been used --

15 MR. MCMILLIAN: I don't really have
16 time to get into legal procedure.

17 SPEAKER: Is recovering the money
18 the main purpose? Is that ultimately what
19 you are trying to do is recover the money
20 that they took?

21 MR. MCMILLIAN: When you say "you,"
22 who do you mean by "you"?

23 SPEAKER: The law firm that you work

1 for. Is that the ultimate goal is to
2 recover the money?

3 MR. MCMILLIAN: Mr. Brouder and his
4 attorney are bringing the action to recover
5 money. The association is not bringing
6 that action.

7 SPEAKER: Okay.

8 MR. MCMILLIAN: So I am not doing
9 anything as far as in connection with
10 recovery of the funds for the association.
11 That is Mr. Brouder's -- that is within his
12 control.

13 SPEAKER: Okay.

14 SPEAKER: Excuse me. I thought a
15 couple of years ago at the meeting, I
16 think, Cady, we decided as a Board we were
17 going to go forward and try to get every
18 single cent we could out of that person who
19 stole the money other than actually
20 physically going after her.

21 MR. MCMILLIAN: I'll take what you
22 are saying is gospel. I don't know.

23 SPEAKER: Didn't we, Cady?

1 MR. LARIVIERE: I will jump in. I
2 would like to move on. But essentially
3 what happened because Brouder brought his
4 lawsuit essentially first, he is suing on
5 behalf of the association so, therefore, we
6 can't double sue.

7 SPEAKER: He went in on it first.

8 MR. LARIVIERE: Yes.

9 SPEAKER: Thank you. Because we did
10 agree to that.

11 MR. LARIVIERE: Last question.

12 SPEAKER: I would like to ask one
13 question. I don't quite understand how is
14 it he can sue half the association without
15 permission, so to speak, of the
16 association? I understand he amended
17 his --

18 MR. MCMILLIAN: Because the judge
19 has decided that he can. What he is
20 proceeding under is an action that he has
21 alleged there are rights that are due in
22 owing to the association and that the
23 association was not pursuing and as a

1 member of that association he is entitled
2 to pursue those rights on behalf of the
3 association, so that is how he is
4 proceeding.

5 It's a provision in the law that
6 allows -- it has more of a use in corporate
7 law. So if someone -- if there is a
8 minority shareholder and the majority
9 shareholders are not taking action that
10 benefit all the shareholders but this is a
11 similar scenario. One unit owner can
12 enforce rights that belong to the
13 association if the association does not
14 pursue those on their own.

15 There is a lot of defenses to that
16 and those are being explored now so I am
17 not saying that this is going to proceed to
18 trial. Many things can happen between now
19 and then. Just that that is the status of
20 the litigation now is that Mr. Brouder has
21 the right to assert these claims because
22 the judge has indicated that he has
23 followed the correct procedure to a certain

1 claim and he now has the right to bring the
2 claim against Donna Demurs and to continue
3 his claim against Peter Quan.

4 SPEAKER: I appreciate the
5 explanation.

6 MR. LARIVIERE: Thank you very much.
7 We did talk a little bit about
8 siding maintenance. We are going to be
9 cleaning the siding. The parking lots for
10 Building A and B is in pretty good
11 condition. C and D is in desperate need of
12 being repaired. E and F also needs repair
13 and then G and H is in pretty good
14 condition.

15 The issue is that it's going to be
16 kind of a big expense that we need to
17 essentially tear up the parking lot and
18 repave it because last year we tried to
19 have some areas patched and the paving
20 company basically said to us we can do it
21 but it's going to come up within the next
22 year. So if you are spending money, you
23 are just going to be spending it again

1 unfortunately.

2 SPEAKER: What building numbers are
3 those? I don't know them by letters.

4 MR. LARIVIERE: 49 through 80 A and
5 B and then 81 through 112 is C and D, so
6 basically start at the bottom of the hill
7 and work their way up, so A, B, C, D and
8 then they go around to your building, so
9 the building as you go up the hill the
10 building is on the left.

11 SPEAKER: While they are digging it
12 up, where do the people park?

13 MR. LARIVIERE: That would be a
14 logistical problem that we'll have to try
15 to figure out. What I am hoping is that it
16 will be in the situation where they'll be
17 able to do half the parking lot in one day
18 or a couple of days and at that point we'd
19 have to move up to two other parking lots
20 within.

21 SPEAKER: Are you talking completely
22 repaving and not just patchwork?

23 MR. LARIVIERE: Correct.

1 SPEAKER: Now, just two things then.
2 Maybe you want to think about how the lines
3 go on the parking lot. We will talk about
4 that. You live right next to me. Because
5 even though we had one storm this year, it
6 sticks up like that. He plowed two feet in
7 front of the stick so I have to shovel
8 every single time to park my car when there
9 is snow because the people on the other
10 side will not be able to back out.

11 We get no sun in Building D either
12 so if it's not plowed there it's there all
13 winter. It does not plow back. So I am
14 thinking can you pave back further? Plus
15 near me there's an angled spot. Parking
16 should never be like that. I am not
17 worried about my neighbor. A few years
18 back the delivery people pulled in and they
19 swung out like that and hit the front of my
20 other car.

21 MR. LARIVIERE: That angle parking
22 is because there wouldn't be enough room.

23 SPEAKER: I know. But maybe before

1 just paving the whole thing, we should look
2 at that. I'd appreciate it.

3 MR. CAMPBELL: If I can real quick,
4 some of this discussion may be mute because
5 I think if we did have to do a large
6 expensive, the preferred way of doing it is
7 perhaps accessing the reserve funds but we
8 don't have the people here to have a vote
9 to do that, which leaves us limited
10 alternatives in terms of paying for a large
11 scale project and they are not pleasant
12 alternatives. Nobody wants whether there
13 be a special assessment or anything like
14 that.

15 SPEAKER: Can we hold an emergency
16 meeting?

17 MR. CAMPBELL: Again, we need to
18 have two-thirds, 66 and two-thirds. We had
19 46 percent here tonight. This is a great
20 join.

21 SPEAKER: Parking is a pretty big
22 deal so you might get people to turn out.

23 SPEAKER: Yes. To repave the whole

1 thing, just the way it stands without
2 looking out how the lines are and the fact
3 that Building C and D are in the middle are
4 so tight that the minute you add two feet
5 of snow that doesn't get plowed from my
6 spot. People can't even pull out and I get
7 sick of shoveling and back in and my car is
8 sticking out. The people across from me
9 will not be able to leave until I leave in
10 the morning.

11 MR. CAMPBELL: But to repave
12 everything, I think it's in the vicinity of
13 a quarter of a million dollars.

14 SPEAKER: I thought he just said
15 they are repaving it all.

16 MR. LARIVIERE: No. I am saying --
17 sorry if I misspoke a little bit, but the
18 parking lots do need repair. He kind of
19 jumped in a little bit before I got to
20 where I was ultimately going with that.

21 I am letting you know we are aware
22 of the parking lots being repaved and I was
23 going to say that there is not enough

1 people here for us to get the money to
2 actually do it but it's kind of on our
3 radar of trying to do either this year but
4 most likely probably be next year. And
5 there would be a situation that we want the
6 association to approve reserve funds for in
7 order to have that done.

8 SPEAKER: Thank you. So that is not
9 happening immediately.

10 MR. LARIVIERE: No.

11 SPEAKER: But rather when it's
12 decided not to just pave exactly the way
13 it's set up now, so please look at the
14 situation.

15 MR. LARIVIERE: Yes. That is a
16 little bit why I am kind of bringing it up
17 just to get a feel for what people are
18 thinking about.

19 SPEAKER: Can you do an absentee
20 ballot thing and just knock on the doors?

21 MR. CAMPBELL: Not according to the
22 bylaws.

23 SPEAKER: Can't you change the

1 bylaw?

2 MR. CAMPBELL: We need two-thirds to
3 change the bylaw.

4 SPEAKER: This is ridiculous.

5 MR. LARIVIERE: That is, again, why
6 we made the effort yesterday to go around
7 and knocking on doors to try to help us,
8 you know, be more productive as an
9 association.

10 SPEAKER: Unit 138. We can't
11 requisition the reserve funds, right,
12 without the 66 percent. However, the
13 budget part includes the condo fees and we
14 can raise condo fees with 30 percent, is it
15 not, we can increase the budget itself.

16 MR. LARIVIERE: We could increase
17 the budget, correct. But as we discussed
18 over the years amongst the Board is that we
19 are trying not to raise it.

20 SPEAKER: I understand. But as an
21 alternative to get people in and freaked
22 out.

23 MR. LARIVIERE: And then that will

1 be a last effort.

2 You have a question?

3 SPEAKER: Yes. I am saying the snow
4 removal, we had two snow removals this year
5 so there should be plenty of money because
6 there is no spring out of the snow budget
7 to put towards something.

8 MR. LARIVIERE: But we paid for a
9 four year contract whether it snows or not.

10 SPEAKER: I am going to plow next
11 year.

12 MR. LARIVIERE: Last year they got
13 hit so hard with snow.

14 SPEAKER: This year was a wonderful
15 year.

16 SPEAKER: Are you going down the
17 rest for seven? Are we going to talk about
18 seven?

19 MR. CAMPBELL: We can't do anything.

20 SPEAKER: I didn't know what you had
21 in mind.

22 MR. LARIVIERE: There is a
23 conversation that broke out and if we can

1 hold them to a minimum. We have been an
2 hour and 15 minutes. We only have a couple
3 of more things. We will let you go, I
4 think an hour and a half, which I am hoping
5 it be a little less, then should do us good
6 for the year.

7 So you're asking move to number
8 seven?

9 SPEAKER: Yes.

10 MR. LARIVIERE: In just a minute.

11 SPEAKER: Thank you.

12 MR. LARIVIERE: So to back up a
13 little bit to the question about making
14 parking lots bigger, the only problem with
15 that is the sprinkler heads. We'd have to
16 move all the sprinkler heads. They are at
17 the edge of the parking area just as an
18 added expense.

19 SPEAKER: 112. When are the roofs
20 going to be finished being paid because
21 they have two major expenses back to back.
22 It would be, like, nicer if they were
23 consecutive rather than overlapping each

1 other when roofs are paid off compared
2 to --

3 MR. LARIVIERE: It's two more years.

4 SPEAKER: Do you think the parking
5 lots might be able to wait that long?

6 MR. LARIVIERE: They might be able
7 to. If we don't have a choice then, so,
8 again, that is a couple of things we are
9 trying to weigh that. That is it on the
10 parking lots.

11 Possible changes, number seven,
12 possible changes to the bylaws. As you can
13 see as I have stood here for the hour and
14 15 minutes, a lot of the discussion has
15 come around that we need two-thirds of the
16 membership here to do a lot of things and
17 we were hoping to get kind of two-thirds of
18 the people here so we could make some
19 changes to those numbers for us to move on.

20 Something that we have kind of had
21 been thinking about ultimately is a lot of
22 things in the bylaws are outdated and in
23 terms of when they were written in 1978 so

1 we'd like to update them and bring them up
2 to speed with kind of the way things are
3 currently running.

4 But, again, that is one of those
5 things that we can't do without the
6 membership being here and we tried to put
7 together kind of essentially a whole
8 package of things that we were planning on
9 doing to get it out to you and then having
10 everyone kind of weigh in on what they
11 think about the terms of the changes or the
12 changes that they feel need to be done.
13 That is all we pretty much have for that
14 since we don't have enough people.

15 Are there any questions or concerns
16 in the bylaws?

17 SPEAKER: 138. I have an actual
18 question for Attorney McMillian.

19 Is there anything the present
20 association can do to compel the remaining
21 part of the association to either come in
22 and vote on something or to somehow ask a
23 judge to rule that the sufficient -- the

1 quorum here is sufficient to make those
2 association because we cannot by ourselves
3 overrule the bylaws but I believe the judge
4 would be able to do that, define the
5 portion of the bylaws unenforceable.

6 MR. MCMILLIAN: That's a very, very
7 difficult level to reach. I think that it
8 would be virtually impossible to try to get
9 a judge to make that decision. Judges are
10 not going to want to substitute their
11 decision for apathy in an association. So
12 I think, you know, what you need to do is,
13 unfortunately, your bylaws don't really
14 provide a lot of leeway in that regard.

15 I think what you have to do is maybe
16 call a special meeting for the purpose of
17 either amending the bylaws or getting the
18 number of votes necessary to undertake a
19 certain action and then the association as
20 a whole has to start canvassing your unit
21 owners and start, you know, harassing them,
22 if you will, to get them to sign proxies if
23 they don't want to show up. But that is

1 really the only way you will be able to
2 amend your bylaws to lower the requirement
3 for taking certain actions is to get the 66
4 and two-thirds, the super majority that is
5 required.

6 I just don't ever see a judge
7 reducing that super majority amount. That
8 is in virtually every association in the
9 Commonwealth and it's done to make sure you
10 don't have just a slight majority of people
11 decide they want to change something when
12 it has to do with the master deed and the
13 bylaws. You don't want that to be changed
14 with just a bear majority. You want to
15 make sure that there is overwhelming
16 support for something like that.

17 So the only way to actually get that
18 is to do a special meeting well enough in
19 advance and then have everybody assisting
20 the Board in going around and mailing
21 proxies. And if you don't get them back
22 going and knocking on doors and just have a
23 conservative campaign to get people to

1 respond with the proxies but that is
2 basically the only way you are going to be
3 able to do that.

4 SPEAKER: Thank you.

5 MR. LARIVIERE: Are there any
6 general questions that I can field for the
7 next 10 minutes?

8 Yes.

9 SPEAKER: 107. I have a question in
10 regards to the reserve account. In looking
11 at the reserve account, we have Smith
12 Barney CD that has a natural rate and then
13 we have a CD expires on 1/1/2012 and I know
14 for the year is 2.5. Is there a new rate
15 we get on that since that expired? Is
16 there a way to find out what we are getting
17 on that?

18 MR. LARIVIERE: Do you know about
19 that? That was the numbers you just got,
20 correct?

21 SPEAKER: I don't know what the
22 percentage of it was over and over.

23 SPEAKER: I know ours have dropped

1 drastically the last three or four years.

2 I mean, it is nowhere near point 25. If we
3 could have maybe got it into something
4 else, I am just curious because they just
5 roll over if you don't touch them so that
6 occurred the five year rate.

7 MR. LARIVIERE: That has not fully
8 rolled over yet. I will take a look at it.

9 SPEAKER: That rolled over.

10 SPEAKER: You have 10 days to act
11 when a CD rolls over.

12 MR. LARIVIERE: We did just end up
13 rolling it over.

14 SPEAKER: In the current five year
15 rate of whatever it is today.

16 MR. LARIVIERE: It was, yes,
17 correct. We can kind of put those numbers
18 on more up-to-date numbers and get those
19 out to you.

20 SPEAKER: While we are talking about
21 these assets, the last one, Smith Barney,
22 is that a mutual fund or a money market?
23 If it's a mutual fund, what specific mutual

1 funds do we own or is that a typo 151,000?

2 Is that a money market or a mutual fund?

3 MR. LARIVIERE: I believe it's a
4 mutual fund, and they are managing it. I
5 don't know what the exact funds are.

6 SPEAKER: I was just wondering what
7 the funds are.

8 MR. LARIVIERE: We can take a look
9 at that.

10 SPEAKER: So they should have an
11 allocation mixed provided if you request to
12 see what is allocated whether it's money
13 market or stocks so they should be able to
14 give that to you.

15 MR. LARIVIERE: Yes. Any other
16 general questions?

17 SPEAKER: What's the process of
18 having a repair done?

19 MR. LARIVIERE: A repair?

20 SPEAKER: We have been trying to get
21 the lights replaced.

22 MR. LARIVIERE: We don't like
23 lights.

1 SPEAKER: I know. I am assuming the
2 reason we pay a higher condo fee is because
3 of the cost of the outside lighting, but we
4 haven't had outside lighting for two years
5 now. We kind of like to have it.

6 MR. LARIVIERE: Yes. The best thing
7 is general to the crowd is to send
8 something in writing because that way --

9 SPEAKER: To who?

10 MR. LARIVIERE: To PMA.

11 SPEAKER: I've called them, and they
12 told me don't tell them. I tell you people
13 and I said but --

14 SPEAKER: That is right. That needs
15 to be clarified and what the agreement is
16 with them on their response to us, their
17 response time because I have the feeling
18 from what you said they said the same thing
19 as we have. Their responsiveness to us is
20 probably --

21 MR. LARIVIERE: In terms of general
22 lighting, it should be fairly quick because
23 that is just a general maintenance

1 question.

2 SPEAKER: Can we have something in
3 writing in our agreement that details what
4 their customer service to us is?

5 MR. LARIVIERE: Yes, it would be
6 within --

7 SPEAKER: Especially when I argue
8 the fact they are not responsible.

9 MR. LARIVIERE: The general response
10 time contract?

11 SPEAKER: Are we talking about the
12 common area?

13 MR. LARIVIERE: Yes.

14 SPEAKER: Or individual unit owner?

15 SPEAKER: Either one, any of it.

16 SPEAKER: Through the condo fee, we
17 pay for everything.

18 MR. LARIVIERE: We do have a
19 contract that kind of goes through things
20 so we can, you know, get that up and so you
21 can kind of look through it.

22 SPEAKER: Because I know we are not
23 alone in feeling that the responsiveness

1 that we get from a company that we pay to
2 manage our condo association for us is
3 less, I think than what I would -- it's
4 definitely less than what I would expect
5 from you.

6 SPEAKER: The reason I showed up
7 this time is because my insurance company
8 is telling me they want to go up on my
9 insurance because I no longer have outside
10 lights and now it's costing me more money.

11 MR. LARIVIERE: The best thing to do
12 is to put something in writing because what
13 happens is at our monthly meetings --

14 SPEAKER: To who?

15 MR. LARIVIERE: Send it to PMA to
16 attention Elaine.

17 SPEAKER: What unit does she have a
18 problem with the outside lights?

19 SPEAKER: It's 167 down to 171.

20 SPEAKER: That has been given out to
21 the electrician. You're talking about the
22 common light over the porch?

23 SPEAKER: Yes.

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1 SPEAKER: That has been given out to
2 the electrician. He needs to have a lift
3 put in. He has a work order on it.

4 SPEAKER: He told me he has to go
5 inside our units in order to repair it and
6 to rewire it.

7 SPEAKER: No, I talked with him.

8 SPEAKER: That is what he told me
9 outside. This was last year.

10 SPEAKER: Who?

11 SPEAKER: Last year. Whoever you
12 hired to be the electrician, he came in and
13 he put in one of those double lights. That
14 lasted maybe a month. But he said the only
15 way to fix it is to go inside the attics of
16 the buildings and I said, "But the wires
17 don't run that way. They don't run into
18 the attic. They run underneath the
19 portico." And he seemed to think oh, no, I
20 have to go inside. I don't think you need
21 to go inside my building.

22 SPEAKER: 138. Do you mean security
23 lights or portico light?

1 SPEAKER: Outside, the porch lights.

2 SPEAKER: Just the two lanterns that
3 hang down we have been without them for two
4 years. They've made attempts to repair
5 them, but it never works. So the last fall
6 when he came to put in that two-way thing
7 that lasted about a month. That is what
8 his answer to me was that he needed to go
9 inside the condos into the attic to rewire.
10 And I said, "But the wires don't go in our
11 attic. The wires go underneath the porch
12 part."

13 SPEAKER: But the porch part is
14 actually in your attic. You can see it.

15 MR. LARIVIERE: Yes. There is no
16 access from the portico. So in order to
17 get up there, they have to go through your
18 attic to get in.

19 SPEAKER: Believe me, there is no
20 access to the attic.

21 MR. LARIVIERE: They might have to
22 go jump a unit over.

23 SPEAKER: I live in a portico. That

1 entire area is actually a vent bringing in
2 air into your attic.

3 SPEAKER: What I am saying is there
4 is no wires.

5 SPEAKER: PMA has a work order on
6 it. Let them follow-up on it. You are not
7 going to solve it here.

8 MR. LARIVIERE: So to finish the
9 sentence I have been trying to finish, if
10 you either send an e-mail to the Board at
11 Farrwood 2, the actual number 2 dot com or
12 a letter to PMA, attention Elaine, at our
13 monthly meetings any correspondence that
14 she gets we go over, so we see it. A phone
15 call can get lost in translation but a
16 letter -- all the letters that come in we
17 see on a monthly basis and make decisions
18 on the general maintenance thing, like
19 lights and things like that. Elaine just
20 takes care of -- if it's something a little
21 bit bigger, then that gets brought to us.
22 If it's a general maintenance thing as
23 well, we will get the correspondence.

1 Elaine will tell us. We well see the
2 correspondence and a work order has already
3 been issued so that we know what has been
4 happening.

5 SPEAKER: The only thing I want to
6 tell Elaine is that there is no one home
7 during the day and when this person comes
8 during the day, there is nobody to let them
9 in to access anything so they need to come
10 in late in the evening.

11 SPEAKER: I will. You're Unit 167?

12 SPEAKER: Yes.

13 MR. LARIVIERE: So we are at 8:30 I
14 see there is one hand up. Is there anybody
15 else that wants to ask any final questions?

16 You are the last question.

17 SPEAKER: This isn't a question.
18 This is when I've had issues with the
19 lights before I sent an e-mail to Elaine
20 and it got fixed within 72 hours to the
21 flip side to that, so my experience has
22 been I had an okay experience with Elaine.

23 MR. LARIVIERE: It's just that

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1 building, I think it's off in the corner
2 over there.

3 SPEAKER: No, they fixed it. It's
4 just not a permanent fix.

5 SPEAKER: This has nothing to do
6 with the association. You'll probably have
7 the quick answer. You know where all the
8 water is coming from all the surrounding
9 hills that go up your porch driveway then
10 they built the new home, if you look it's
11 being grouched out.

12 MR. LARIVIERE: Yes.

13 SPEAKER: Who is responsible for
14 that land?

15 SPEAKER: This isn't going to do
16 anything.

17 SPEAKER: 138, second it, motion to
18 adjourn.

19 MR. LARIVIERE: Meeting adjourned.

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21 (Meeting adjourned at 8:34 p.m.)
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COMMONWEALTH OF MASSACHUSETTS

I, KRISTEN M. EDWARDS, COURT REPORTER,
do hereby certify that the foregoing is a true and
accurate transcription for my stenographic notes,
to the best of my knowledge and ability.

WITNESS MY HAND, this 18th day of April,
2012.



Kristen M. Edwards

Kristen M. Edwards