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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

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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

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as well from Attorney Dan Braise.

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

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

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

When it gets to six months, suit is filed and it goes before a judge to have a 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?

**Meeting  
March 26, 2012**

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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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March 26, 2012**

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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?

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SPEAKERS: I.

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

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

SPEAKER: Yes.

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

SPEAKER: What is the status on the  
lawsuit?

MR. MCMILLIAN: We are putting it  
together.

SPEAKER: That can impact people.

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

SPEAKER: You are it for another  
year.

MR. LARIVIERE: Well, because we  
were for our new owners we, the board  
members, meet once a month except for  
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

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.

20  
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