



Homeowners at Laurel Park

1. 70 Laurel Park

Northampton, MA 01060

**Saturday October 16<sup>th</sup>, 2010**

### **ANNUAL MEETING MINUTES**

**Meeting time: 9 a.m. – 11:30 a.m.**  
**Normal Hall**

EC Board in attendance: Jenny Pellisier- **Property**, , Sheila Rhodes-Dow **Vice- President**, Kathy Murri –**President**, Ron Michonski- **Treasurer** , Wendy Kane- **Clerk**, Robin Levine and Dan Richardson- **Members at large**

**Unit owner sign in: There were 39 unit owners in attendance**

- I. Introduction and announcements: Kathy Murri- Introductions were made by President Murri. Also added to the agenda were the report of the stipend committee and a discussion of the progress on the Master Deed. All homeowners were told that the meeting would proceed in a civil manner and Robert's Rules were explained.**

#109 **Kate Richardson** asked that certain topics be discussed during the meeting specifically a discussion of **Normal Hall** and the role of LPA, whether we should reconsider the sale of building #1, and whether LPA and HALP should explore getting Laurel Park designated as being on the Historic register

**The HALP EC reports:**

**I. Roberts rule discussion-Robin Levine**

**II. Minutes of prior meetings and approval**

- A. Review of Budget and By-Law minutes were discussed: Judson Brown #90 proposed they be accepted Nicki Lee #41 seconded, 27 approved 1 opposed**
- B. Review of the 2009 annual meeting minutes:**

**#90 Judson Brown moved they be accepted and #37 Sonja Farak seconded the motion, 27 approved, 1 opposed**

#109 Kate Richardson asked that the annual meeting minutes go out within 4 weeks of the meeting if at all possible

### **III. Reports from the Executive Committee**

**A. General:** The EC felt they did a good job of staying within the budget even with various water pipe issues, and were able to build slightly on the reserve account.

- a. **Lawsuit developments-** President Murri informed us that settlement efforts are going forward. A conciliation meeting had been held and attended by the majority of EC members. The EC had not heard back about our proposals, but if not accepted, the action will proceed with MCAD. The settlement addressed both MCAD issues and her civil case. Our attorney has a letter on the issue available for any Homeowner who needs clarification while in the process of renegotiating their mortgage or getting a new mortgage. There were general questions over who the Laurel Park homeowner was, and what their issues were. The EC declined to discuss the case in more detail at this time.

**B. Orientations:** Sheila Rhodes-Dow our Vice president stated she had conducted 13 orientations, 8 for new homeowners and 5 renters.

**C. Property:** Mike Pancione reported that the following projects completed since July 1, 2009 have been:

1. New roof on maintenance shed
2. New roof and vents on Dining Hall kitchen
3. Repair and replacement of major water piping near Dining Hall affecting 25% of the Park
4. Major wall repair at north side of post Office building #1
5. Rewire air compressor at maintenance shed for 24/7 use
6. Converted lighting from timers to more efficient photo-eye control
7. Repaired and replaced screens in Dining Hall
8. Added snow and ice guard to Post Office building
9. Replace 20 year old water heater in Dining Hall
10. Capped open meter pit and drainage pit with manhole covers
11. Oversaw design of septic system for Normal Hall
12. Secured bids and secured successful bidder for the repair of 7 major sections of roadway at Laurel Park
13. Created protective barriers and encased water shut offs near salt barns
14. Repair leaks and curb tops at #9 and #112
15. Built new cover for meter pit near Dining Hall( in process)
16. Oversaw removal of approximately 30 plus or minus diseased and dangerous trees

17. Repaired graded and reseeded #117
18. Created storage and put in lock boxes for water keys, maintenance shed, 2<sup>nd</sup> floor entrance and 2<sup>nd</sup> floor storage areas
19. Reflective markers installed at maintenance entrance
20. Installed berm@#110 to divert water
21. Cleaned up drainage path at #101 and #106
22. Repaired Normal Hall door lock
23. Cleared drainage ditch behind #105
24. Pressure washed Post Office handicapped ramp and stairwell twice

### **New Projects:**

**Septic:** will be installed at a reasonable price of about \$11,000 at Normal Hall. (Three estimates were collected) Mr. Pancione anticipates doing another 4 sections of road work each year. He also anticipates and hopes to be able to plan for new water pipe replacement a small section at a time. He would like to paint the common buildings but with the new law it must be done by a licensed contractor (due to the likelihood of lead paint) so we hope to begin to do a few buildings at a time as the budget allows. We are also in the process of replacing the more harsh to drive over yellow speed bumps a few at a time with the more expensive rubber variety. There was some discussion about where water locks are kept what they look like and whether we have all the necessary keys to shut off water if necessary. Mike will review that situation along with the EC property Committee.

**Building #1:** While Mike was at the meeting he was asked to give his input on the status of Building #1 and he stated: he had done an assessment and believed that it represented 20 years of deferred maintenance. He assisted us to deal with roof ice, but leaks were still anticipated, and a new roof would probably be needed. His biggest concern was a likelihood of mold in one of the apartments which would need to be addressed. The front porch was also in need of repair. The other critical area was the moss growing on steps and ramps which present a slippery danger and needed frequent power washing. He also believed it needed a complete assessment by a builder/contractor.

**D. Finance-** The balance sheet shows the balance in a 7 day CD of \$21,482, a balance in operating account of \$842.63 about \$1,312.20 to be deposited, balance in rental account of \$5,077.99. Service fees due through 1/31/11 \$38,090.87. The amount of fees in arrears has decreased to \$13,450.59, a drop of \$9,500. The situation for outstanding current bills total \$18,645.57 of which \$7,750 to Oil and Stone; insurance \$290; C. L. Frank (trees) \$3,112; M.J. Moran \$7,493.57. We anticipate bills for water and sewer \$7,000; leaf removal \$2000, snow \$2,000, maintenance salt and sand barns \$700, balance of mowing \$500 and loan at Easthampton Savings Bank for purchase of property \$2532.20.

Based on our achievements this year we have suggested a level budget. The only unusual expense will be the replacement of the Normal hall septic system which we believe will be met

by the budget if spread over 4 payments. Louis Hasbrouk #33 had several questions about the budget. However, there was a suggestion that further discussion about the details of the financial report would be carried over to the continued meeting, since the meeting was going longer than planned.

Nevertheless based on our need to have a budget going forward and since we were able to review the actual annual budget a vote was proposed. **#90 requested that we call the question of approving the budget as proposed, #5 seconded, 36 in favor, 1 abstention. #112 moved to accept the budget, #90 seconded, 36 in favor, 1 abstention.**

**E: Stipend Committee report:** The recommendation of the stipend committee was to try to reduce stipends and pro rate them based on the job. Their proposal was \$400 for both the Vice President and Financial Officer, \$1, 000 for the Property Officer and Clerk and \$1, 200 for the President with nothing for the 2 members at large.

There was a lively discussion about these changes. Specifically the time commitment was discussed, along with pressure to respond to all unit owners complaints, having to deal with the lawsuit, some comments indicated different stipend levels might create ill will and a failure to share in responsibilities. Some homeowners wanted more information about the respective duties of each EC member. The stipend committee commented that this is what they had done to reach their conclusions. #58 asked that the question be called. Seconded by #112, 34 in favor, 1 abstention. **#109 then moved that the stipend committee report be accepted, #112 seconded, 36 in favor, 3 opposed.**

The annual meeting then had a 5 minute break.

#### **IV. Review and Vote on By-Laws**

#95 withdrew all her by-law proposals but wanted unit owners to consider some of the issues she has put forward.

The following by- laws were then discussed:

##### **Section 2.3 Payment of Assessments CURRENT**

No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he/she shall have paid in full to the Trustees all unpaid Common Charges theretofore assessed by the Trustees against his/her Unit and until he/she shall have satisfied all unpaid liens against such Unit. This Paragraph shall not apply to any first mortgagee of any Unit.

**Final version: #5 proposed and #14 seconded on a vote of 38 in favor**

##### **Section 2.3 Payment of Assessments –PASSED**

No Unit Owner shall convey, mortgage, pledge, hypothecate, sell, rent, or lease his Unit unless and until he/she shall have paid in full to the Trustees all unpaid Common Charges theretofore

assessed by the Trustees against his/her Unit and until he/she shall have satisfied all unpaid liens against such Unit. Amended @2010 annual meeting

**Section 3.2.4 Special Meeting CURRENT**

Special Meetings of members may be requested by the President or by the Trustees, and shall be called by the Clerk, or, in case of the death, absence, incapacity or refusal of the Clerk, by any other officer, upon written application of members who hold at least TWELVE (12) UNITS and who are entitled to vote. Such call may be written and shall state the time, place and purposes of the meeting. If a Special Meeting is requested by homeowners who among them hold at least TWELVE (12) UNITS and who are entitled to vote, it shall be held no later than 30 days from the receipt of the request. (Amended @ 2009, 2010 Annual Meeting)

**On a motion by #80, seconded by #82, 38 in favor**

**Section 3.2.4 Special Meeting –PASSED (to be consistent with 3.11.1)**

Special Meetings of members may be requested by the President or by the Trustees, and shall be called by the President, or, in case of the death, absence, incapacity or refusal of the President, by any other officer, upon written application of members who hold at least TWELVE (12) UNITS and who are entitled to vote. Such call may be written and shall state the time, place and purposes of the meeting. If a Special Meeting is requested by homeowners who among them hold at least TWELVE (12) UNITS and who are entitled to vote, it shall be held no later than 30 days from the receipt of the request. (Amended @ 2009, 2010 Annual Meeting)

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**Section 3.4.1 CURRENT**

The Officers shall be Trustees. Those whose term has expired shall be elected at the Annual Meeting and serve until their term has expired, and a successor is elected. Trustees shall serve for a TWO (2) year term and not serve more than FOUR (4) successive years in a given office except as provided for in Section 3.4.3 (Amended @ 1998, 2000, 2002, 2006, 2008, Annual Meeting)

**On a motion by #37, #111 seconded, 38 in favor**

**Section 3.4.1 PASSED**

The Officers shall be Trustees. Trustees shall serve for a TWO (2) year term and not serve more than FOUR (4) successive years in a given office except as provided for in Section 3.4.3. They shall serve until their term has expired and a successor is elected. Those whose term has expired will be replaced at the annual meeting. (Amended @ 1998, 2000, 2002, 2006, 2008, 2010 Annual Meeting)

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**Section 3.8.2 (deleted 1998) Property Committee CURRENT**

**#21 motioned and #33 seconded, 38 in favor of**

**Section 3.8.2 (deleted 1998) Property Committee- PASSED**

The Property Committee shall consist of three (3) homeowner members and the Property Officer. The members will be elected by the homeowners. The members shall serve for a period of two

(2) years, with terms staggered among members. The Property Officer, who is a member of the HALP Executive Committee, shall be the chair of the Property Committee. (Amended @2010 Annual Meeting)

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**Section 5.1.5 CURRENT**

To enter into any arrangement for the use or occupation of the Trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easement, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Trust. The Trustees shall be allowed to sell common areas of Trust Property to a Unit Owner and by so doing increase the size of a Unit. However, this will not result in an increase in the Beneficial Interest to which a Unit may be entitled. Any such sale shall be subject to like terms and conditions as any other sale of Trust Property including a vote of the Unit Owners;

**On a motion by #113 seconded by #111, 38 in favor, 1 abstention**

**Section 5.1.5 PASSED**

To enter into any arrangement for the use or occupation of the Trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easement, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Trust. (Last three sentences deleted.) Amended@2010 Annual Meeting)

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**Section 5.1.12 CURRENT**

To manage, maintain, repair, restore, and improve Common Elements, and when they shall deem necessary, the Units;

#37 motioned and #19 seconded, 38 in favor, 1 opposed

**Section 5.1.12 PASSED**

To manage, maintain, repair, restore, and improve Common Elements. (Amended @2010 Annual Meeting)

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**Section 9.4 Owner's Insurance and Responsibility for Increase in Premiums of Master Policy -CURRENT**

Each Unit Owner may obtain additional insurance for his/her own benefit at his/her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to Section 9.1 above.

**#109 moved that the language be amended and followed by a motion to approve the amended by-law, #25 seconded, 34 in favor, 2 opposed, 2 abstentions**

**Section 9.4 Owner's Insurance and Responsibility for Increase in Premiums of Master Policy -PASSED**

Each homeowner must maintain homeowner's insurance on their unit. Proof of current insurance must be given to the EC upon request. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to Section 9.1 above. (Amended @ 2010 Annual Meeting)

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**Section 11.7 Alteration, Extension or Repair of Units CURRENT**

The erection or extension to any unit, building or structure shall be subject to the prior approval of the Executive Committee. Furthermore, any major alteration, or major repair, to any unit, building or structure shall be subject to the prior approval of the Executive Committee." Major" shall be defined as any project that includes storage of material on HALP land and/or that affects the structural integrity and/or that necessitates a dumpster and/or that requires a building permit. Any and all dumpsters require prior approval of the Executive Committee.

A written statement describing the proposed erection, alteration, extension or repair, including a sketch or drawing to scale of the proposed work to be done shall be submitted to the Executive Committee. The Executive Committee shall either approve or reject the Unit Owner's proposal within THIRTY-FIVE (35) DAYS of the submission by the Unit Owner. No Unit Owner may extend their Unit beyond the "footprint" of their Unit. All new construction and all alterations to existing Units shall meet all of the conditions set forth in this Section and in Section 6.1 (Amended @1994, 1996, 1998, 2006, 2007 Annual Meeting)

**#18 proposed, #112 Seconded, 34 in favor, 11 opposed**

**Section 11.7 Alteration, Extension or Repair of Units - PASSED**

The erection or extension to any unit, building or structure shall be subject to the prior approval of the Executive Committee. Furthermore, any major alteration, or major repair, to any unit, building or structure shall be subject to the prior approval of the Executive Committee." Major" shall be defined as any project that includes storage of material on HALP land and/or that affects the structural integrity and/or that necessitates a dumpster and/or that requires a building permit. Any and all dumpsters require prior approval of the Executive Committee. All approvals will expire if construction is not started within one year.

A written statement describing the proposed erection, alteration, extension or repair, including a sketch or drawing to scale of the proposed work to be done shall be submitted to the Executive Committee. The Executive Committee shall either approve or reject the Unit Owner's proposal within THIRTY-FIVE (35) DAYS of the submission by the Unit Owner. No Unit Owner may extend the ground floor of their unit beyond the unit's footprint. No expansion may be allowed above the ground floor, either in height or width, without the approval of the Executive Committee and input from any affected neighbors. Notification is sufficient if it is posted at the post Office and on the HALP listserve at Yahoo.com Footprint is defined in the master deed. All new construction and all alterations to existing Units shall meet all of the conditions set forth in this Section and in Section 6.1 (Amended @1994, 1996, 1998, 2006, 2007, 2010 Annual Meeting)

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### **Section 11.8.10 CURRENT**

There will be parking facilities in the Park only for cars and small trucks used as primary vehicles. There will be no parking facilities for all other vehicles, trailers, and boats. The only exceptions are campers or RVs used as a homeowner's primary vehicle and not for habitation on Park premises; such campers or RVs must be small enough to fit easily in a normal parking space. Small trailers may also be allowed, if they do not interfere with the reasonable parking rights of adjacent homeowners and are not objectionable to adjacent Unit Owners. No unregistered vehicle is allowed in the Park. Any vehicle which is left on Trust Property when the homeowner to which it is related is absent for more than SIXTY (60) DAYS shall be subject to the fine provisions set forth in Section 11.2.2. Vehicles in parking lots must be moved within 24 hours of the end of a snowstorm to allow for thorough plowing of the lot. The Property Committee has the right to tow a vehicle that has not been moved within 24 hours. The cost of towing will be paid by the Unit Owner. (Amended @ 1991, 2000 Annual Meeting)

### **Section 11.8.10 proposed**

There will be parking facilities in the Park only for cars and small trucks used as primary vehicles. There will be no parking facilities for all other vehicles, trailers, and boats. The only exceptions are campers or RVs used as a homeowner's primary vehicle and not for habitation on Park premises; such campers or RVs must be small enough to fit easily in a normal parking space. SENTENCE DELETED. No unregistered vehicle is allowed in the Park. Any vehicle which is left on Trust Property when the homeowner to which it is related is absent for more than SIXTY (60) DAYS shall be subject to the fine provisions set forth in Section 11.2.2. Vehicles in parking lots must be moved within 24 hours of the end of a snowstorm to allow for thorough plowing of the lot. The Executive Committee has the right to tow a vehicle that has not been moved within 24 hours. The cost of towing will be paid by the Unit Owner. (Amended @ 1991, 2000 2010 Annual Meeting)

**This proposal was voted down – 11 IN FAVOR 28 OPPOSED,**

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### **Section 11.8.14 CURRENT**

It shall be the responsibility of each Unit Owner to maintain the appearance and safety of the Unit, to keep the foundation of the Unit free of dry brush, leaves, and other combustible materials, to keep all shrubs around the Unit neatly trimmed, and to keep the area around the Unit neat and the ground free of trash or unusual materials. The area around the Unit shall be defined as land on any side of the Unit for a distance of fifteen (15) feet, or halfway to the next structure, whichever is smaller. Care of all other areas is the responsibility of the Trust. (Amended @ 1992, 1998 Annual Meeting)

### **Section 11.8.14 PASSED**

Each Unit Owner must maintain the appearance and safety of the Unit, must keep the foundation of the Unit free of dry brush, leaves, and other combustible materials, and must keep the area around the Unit neat and the ground free of trash . The area around the Unit shall be defined as land on any side of the Unit for a distance of fifteen (15) feet, or halfway to the next structure, whichever is smaller. Care of all other areas is the responsibility of the Trust. (Amended @ 1992, 1998 Annual Meeting)

**#21 recommended to call the question 22 approved, 0 opposed, #33 requested to remove unusual material, 24 in favor, 0 opposed; the question was called; 26 approved, 0 opposed**

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**Section 11.9.3 Provision of Documents CURRENT**

The Unit Owner who is selling or renting his/her unit shall obtain copies of the Master Deed and the Declaration of Trust from the Orientation Officer, and shall give them to the prospective purchaser or tenant to read and digest. (Amended @ 1998, 2006 Annual Meeting)

**Section 11.9.3 Provision of Documents- PASSED**

The Unit Owner who is selling or renting his/her unit shall obtain copies of the Master Deed and the Declaration of Trust from the Orientation Officer, and shall give them to the prospective purchaser or tenant to read and digest. They shall also identify, locate, and permanently mark the unit's water shutoff and septic cleanout. (Amended @ 1998, 2006 Annual Meeting)

**There was a motion by substituting for "They" shall identify: "by inserting "the unit owners" shall, motion by #37 seconded by #22, 27 in favor, and 0 opposed**

**IV. Vote on Annual Budget :**

The annual budget discussion was that since there was no increase in the budget

**#112 moved to adopt the 2010 budget for 2011 with adjustment for the stipends, and table any further discussion of the budget, 25 in favor, 2 opposed.**

**VI Election of Officers**

The slate was changed to recommend Wendy Kane as President, Jen Bogin as Vice President, Ron Michonski as treasurer/ financial officer, Dan Richardson as property officer, Anne Rogers as member at large and David Baker as member at large; **28 in favor, 0 opposed**

**The following items will be discussed at the continued annual meeting on November 13<sup>th</sup>:**

**1) Heading Avenue decision re maintaining or not; snow plowing or not**

**2) Reconsideration of the sale of Building #1**

Kate Richardson- discussion of LPA issues including reconsideration of the sale of building #1, LPA role in Normal Hall and consideration of Laurel Park under the historic registry classification.

**A motion was made to suspend the meeting 28 for 0 opposed**

**Saturday November 13<sup>th</sup>, 2010**

**CONTINUED ANNUAL MEETING NOTICE AND AGENDA**

**Meeting time: 9 a.m. – 11:00 a.m. Normal Hall**

**[The following notice was given to the Homeowners with the mailed out agendas:**

**Notice to attendees: After the extensive Annual Meeting held on October 16<sup>th</sup> the Executive Committee has decided to institute a time limit for each Annual Meeting topic remaining. Each topic will only be discussed for a set period of time. We will still abide by Robert's Rules.]**

**EC Board in attendance: President, Wendy Kane; Vice President, Jennifer Bogin; Finance Officer, Ron Michonski; Property Officer, Dan Richardson; Clerk, Tira Pandolf; Member-at-Large, Anne Rogers; and Member-at-Large, David Baker.**

**Also in attendance 29 unit owners**

**9:00am** - Homeowner sign-in

**9:08am** – People still filtering in and signing in

**9:10am** – 17 people – NOT A QUORUM, but discussion of budget begins

**9:12am** – Property Manager, Mike Pancione –arrives

**9:21am** – 22 people – we now have a Quorum + 2 proxies +some people came in later

**1. Review of Budget- 2011 – 30 minutes**

- a. Finance Officer, Ron Michonski, intro to budget review – going line by line – (see handout – provided at Sept and Oct Budget and Bylaw Annual Meetings meetings and this meeting)
- b. **Page 1 :** Snow removal – a little over \$8,100, proposing \$9,400 for 2011;
- c. Landscaping – proposing \$8,400 for 2011;
- d. Normal Hall septic is already half-paid for. The \$1,840 listed on the 2010 budget was a down payment to get started for plans to be drawn, a license, etc. The \$11,000 listed on page 3 (under Annual Expenses and Normal Hall Septic) has already been half-paid for.
- e. Postage -\$467 was used in 2010 so budgeted \$500 for 2011.
- f. Software – eliminated for the upcoming year. Was for tax purposes.
- g. Copying - we went over what we budgeted for in 2010, but in 2011 we should be all set with \$800.
- h. \$500 in fees –inspection, accountant – we pay to Mike, but now Ron will do these things and we can eliminate this fee.

- i. Accounting charges – in 2010 the \$950 listed does not reflect, what we will need for upcoming year, so budgeting for \$3,000.
  - i. Accounting fees used to pay for a review of accounts – not a certified audit of budget - and to prepare taxes – we do need an audit – as defined in By-Laws. EC must decide what type of audit
  - ii. #50 – official audit should be covered by this fee.
  - iii. #109 – last year’s audit should be prepared and a copy sent out to all homeowners.
- j. Legal fees – mostly used for lawsuit – assuming \$4,000 will cover upcoming year;
- k. Vehicle maintenance – budgeted \$500 for 2011 – was not separated out in budget previously.
- l. Loan payments - paid off so it does not appear in 2011 budget. However we will still probably need \$250 to register truck, \$29 for inspection, \$70+ for gas.
- m. Equipment maintenance – to keep-up tractor etc. Allocating \$1,000 for 2011.
- n. Mike Pancione states that budget is not an exact science – can’t always know what might go wrong.
- o. Gasoline and oil – budget is about right at \$200.
- p. **Page 2** – Building Maintenance – grounds and building maintenance included together up through September 28, 2010 – came in at \$11,330 which was well over the amount that was budgeted for 2010, which was \$4, 500. We should add \$4, 500 for 2011 budget.
- q. Tree Work – under budget for 2010 (budgeted for \$11,200, but only used \$6,453) – keeping extra for emergencies. \$7,000 should be sufficient for 2011.
  - i. Mike Pancione says he took down 5 big dangerous trees this year.
- r. Road Maintenance – went over budget in 2010 for \$8,400, used \$11,792, but we should be alright with \$8, 400 for 2011.
- s. Water lines - \$10,000 – will it be enough? Can’t be sure. We are keeping enough in reserve so that we will have enough money in case we need to repair more water lines. We may have money left over from other budgeted areas that could help cover water lines.
- t. Taxes – excise and real estate – minimal charges (\$576 total 2010) – will probably stay level.
- u. Utilities – electricity – same budget for 2011 (\$5,000), propane (decreasing 2011 budget by \$600 to be set at \$3,000), and \$300 will be added to 2011 budget for a total of \$7500 to be allocated to rubbish removal for 2011. There was a slight increase for water made to the 2011 budget (up \$2,000 to \$27,000 for 2011).
  - i. No new bids for rubbish removal – ours includes recycling – and there usually isn’t much difference in waste management companies.
- v. Insurance – with settlement (due to lawsuit) there may be an increase in insurance.
- w. Reserve – for contingencies – road work, water mains, infrastructure – FHA requires 10% reserves anyway. We are a little over 10% just as a safety measure.

- x. Stipends reduced by \$5600 – apply toward water line repair
- y. Reduce condo fees? Or take gains?
- z. #109 moves that we take leftover stipend money and move to water line repair budget #25 seconded – Vote = 28 in favor; 0 opposed; 0 abstain – Motion Passed**
- aa. Mike Pancione reminded us that when we do water line work we need to repair roads too –so we will need to move some of the stipend money to road repair.
- bb. #37 – states that there is always flooding in winter, from melting snow, in the parking lot – on Baker street – what can be done? Mike Pancione will look at it – is it a topography issue – he will look at it and determine best way to plow.
- cc. **Last Page, Page 3** – net result of the budget – expected income minus expected expenses – should give us some profit – leftover money, maybe \$2,400. Septic for Normal Hall + expenses = \$19,300 and total income was only \$16,900, so we end up with a negative \$2,400 (see line at end of page labeled “**Potential Annual Net Income**”) – but since we won’t have truck loan (page 1, \$4,125 as of 9/28/2010) we will save some money.
- dd. #109 – states that “Maintenance Allowance” (page 3, under “**Annual Expenses**”) is being reduced from \$3,000 to \$500 – This reduction assumes we will be selling Building #1. ( Yes, stated our financial officer) Income number is the total maximum rent we could get and vacancy is subtracted from that? Yes.

**10:03am**

- ee. #112 –States that we already approved 2010 level funding in the first part of the Annual Meeting on October 16, 2010. Are we still funding that? Yes – we voted it at last meeting (Annual Meeting on October 16, 2010) – and we just voted stipend change back in (see #z. above), but to allocate to a different place – water main repair.
- ff. #22 – budget for Normal Hall seems low – rental unit maintenance comes from a different line; \$500 just for Building #1. Top of **page 2** \$4,688- “**Parcel 64 Loan Payments**” = mortgage for common buildings. If Building #1 sold, we could pay this off and it would not appear in budget the following year (2012), so we could save money.

**10:08am**

**II: Building #1 discussion-Kate Richardson- 30 minutes**

- a. Liability assessment – Mike Pancione reports: Building #1 needs roof repair, at least, = \$7000, first floor apartment – rot and water damage = \$2000-\$3000 repair; handicap ramps need to be washed every year or it becomes too slippery due to shade and dampness; need to remove lead paint = 6,000 to 7,000; porches need repairing; gutters need continual maintenance. We are losing money from income of renting apartments in Building #1 due to maintenance. Mold could also be an

issue inside walls of building. Building #1 is a huge liability, especially with 93A law in Massachusetts.

- b. #85 – Asks – do we sell as is or do we have to do repairs first? – Mike Pancione answers - we will need to repair apartment #1 before selling.
- c. #15 – Asks - if we have to fix up #1 anyway, to sell,? It might be worth looking at numbers to see if we could get more rent and not sell.
- d. #61 – States at one time there were estimates for replacing the roof on Building #1 = \$25,000 roofing and to repair water leak damage = \$10,000 water leak, wants to know if this is true. Former EC President Kathy Murri (#50) verifies this to be true.
- e. Former EC President Kathy Murri (#50) – provides review of former vote to sell #1 – at that meeting (Annual Meeting 2009?) there was a motion to sell #1 and to get a mortgage to purchase the other common buildings from the Laurel Park Association (LPA). Motion was seconded and voted on and the result was 41 yes to 4 nay to sell Building #1 and obtain mortgage for purchase of other buildings. The understanding of the homeowners was that Building #1 would be sold and the money used to pay off the mortgage to the other buildings and put money left over in reserves.
- f. #109 – Has always felt reluctant in voting to sell Building #1 – because believes it has the most potential to pay for itself. Voted to sell Building #1 because didn't want to lose Normal Hall. If LPA can take maintenance costs of Normal Hall off of homeowners then maybe we don't need to sell #1? Building #1 has LPA office space and post office space – could we rent or can homeowners use as a community space?
- g. **#109 makes a Proposal to revoke decision to sell Building #1 and for every month apartments are rented in #1 we charge a portion of the maintenance fee to the HALP. LPA not interested in buying Building #1.**
- h. #50 – States that since we are keeping Normal Hall, Normal Hall is now the community space and Building #1 is a huge liability. EC has had inquiries from people interested in buying Building #1. Park has huge expenses to come in future to think about.
- i. #15 – Asks - how much will we sell building for - \$150,000?
- j. #85 – Asks that depending on what happens with Normal Hall, and knowing that there is a certain amount of money that comes from renting Normal Hall, and LPA takes over maintenance of Normal Hall, can that be used to help maintain #1?
- k. #61 – Asks - what can we make from renting Building #1 versus the expenses of Building #1?
- l. #112 – States – has mixed feelings - Building #1 is part of what makes Laurel Park what it is. Not sure #1 is income producing. Afraid we can't keep all of the buildings. LPA can't buy Building #1. Keeping both Building #1 and Normal Hall seems too much. What if LPA asked to trade lease for Chapel for one for Normal Hall? Then LPA

- would be totally responsible for Normal Hall maintenance and we could afford to keep #1.
- m. President, Wendy Kane, wants to know what we would do with Building #1 if we kept it?
  - n. #112 – Answers - we could use the bathrooms in the offices there, for Normal Hall functions, in winter since that building is heated all the time.
  - o. #50 – States - discussion is becoming complicated – are we getting caught up in discussions of what-ifs?
  - p. #109 – Feels a sense of urgency - once we sell #1 we can't go back and there are homeowners who still question selling it.
  - q. #69 – States that - if we hold off on selling #1 – we need to look at all the buildings and decide what are the ideal uses of each building – what do we need, what can we use, and what should we keep.
  - r. #37 – States that after living here 5 years – we don't seem to use Building #1 – can we investigate how many people really use Building #1? We agreed to sell it. Never sees anyone using the building.
  - s. Member-at-Large, Ann Rogers States – Building #1 – not best place as a community space – but maybe there is potential to keep it as something else.
  - t. #15 – States – moved in to Laurel Park because of what it is and now things are being taken away. Are there other ideas? Could we sell the apartments and keep some of Building #1?
  - u. President, Wendy Kane – Have to ask - what will person do who buys Building #1. Might we rent the offices to keep the space in Building #1 that people want?
  - v. Finance Officer, Ron Michonski asks – how do we revoke a vote? Do we just need a majority? But there is not a representation here today of people who originally voted on the issue originally.
  - w. #60- States – Building #1 – post office section is valuable – feels book exchange area is important to community.
  - x. President, Wendy Kane asks – could we move book area to Normal Hall?
  - y. #76 – Asks – what is upstairs in Normal Hall now? Can we use that as book exchange space?
  - z. #95 – Asks – How will we control what someone who buys Building #1 does with it and could it still remain a liability even if sold?
  - aa. #50, Former EC President, Kathy Murri (#50) – States that the homeowners agreed to sell Building #1 for residential use only.
  - bb. #82 – States that they also feel we should keep Building #1 – as post office is of historical value.
  - cc. President, Wendy Kane responds – we just have a lot of safety issues, liability issues, and tons of maintenance in the long term and we need money to repair roads, water lines, and maintain up the other common buildings.

dd. #33 – States - if we sell Building #1 we need to make sure we sell it for enough money or it won't be worth it.

**ee. 10:40am – #109 (Kate) makes a Motion - we do not sell #1 before next Annual Meeting (October 2011) and in meantime EC should assign a committee to review all of the common buildings and evaluate their potential uses and safety issues.**

**ff. #109 (Dan) seconds motion.**

**gg. Vote: 21 in favor; 7 opposed; 1 abstention – Motion Passed**

### 10:40am

#### III. Discussion on Heading Avenue- 20 minutes

- gg. President, Wendy Kane summarizes: Turn Heading Avenue into green space or repair and keep as an open road? Have currently closed road as a use-at-own-risk road. After several months of the road being closed we are discussing how to handle the road. President states that Mike Pancione recommended to plow it and sand it this winter, and keep it closed as an at-risk-use only road.
- hh. Mike Pancione states he will have the top of Heading Avenue assessed to see if the curve in it can be changed so that the road is less of a problem.
- ii. #69 – discusses feelings about the road being closed, etc. She has an issue with getting from her front door to her car in the winter and needs to use Heading Avenue to walk up to get to her car. Also, she needs Heading Avenue for access to her oil tank, which is behind her house and half-way down Heading Avenue. Would like to keep the road open somehow.
- jj. #109 – likes the idea of keeping road open this winter. If road is ever closed – maybe top should be turned into driveway with a turn-around and there should be a walking path for people to go down the hill.
- kk. #112 – Safety is an issue for the road, and the road is the most expensive to maintain. Can we pave top half and keep lower half as open space?
- ll. President, Wendy Kane – water draining down road is also an issue for people at the bottom of the road.
- mm. #76 – States that she doesn't want trucks or cars sliding into her house, which is at the bottom of Heading Avenue, and her septic is also at bottom of Heading Avenue near road. Could a barrier be put up across road, halfway down, to allow access to #69 ? But then where does snow get plowed?
- nn. #85 – Like idea of creating a common parking space on top half of Heading Avenue. Safety is greatest issue. Liability is an issue – once road is plowed it is a liability. Creating a snow berm half way down or at top could create a water dam for melting snow and safety issue.
- oo. #69 – To try to plow Heading Avenue as is, with road damage, is a safety issue. Would like to keep road as is – closed and use-at-own risk.
- pp. Mike Pancione – plow half down – too dangerous – couldn't get out if a car ended up there – keep a road barrier at bottom, but will plow and sand so you can get down and out, but cars can't get up.

- qq. #77 – Will road be plowed when all of the other roads are plowed? So that it doesn't melt and run into her house (at bottom of Heading Avenue and across street).
- rr. Mike Pancione – Snow will be pushed down Heading Avenue and to the left of #77's house.
- ss. #76 – plow has gotten stuck on Heading Avenue and done damage. Should we continue to plow it?
- tt. Property Officer, Dan Richardson – Heading Avenue is too steep to keep open in the winter – too difficult to plow and becomes a safety issue.
- uu. #76 – states that she puts markers along grass in front of her septic area (along bottom of Heading Avenue) and plow runs them over and digs up lawn.
- vv. #109 – makes a motion to follow Pancione's suggestion to plow and sand road Heading Avenue for winter but block traffic from going up road.**
- ww. #50 seconds**
- xx. Discussion on motion**
  - i. #85 – if we leave it open for winter with at-your-own-risk use at least we can see how it meets #69's needs. Agrees we should keep road as is.
  - ii. Vice President, Jennifer Bogin – How can we provide access for people – need to consider everyone affected – agrees with #109's motion.
  - iii. #15 states - we should take into consideration #76's septic system and make sure trucks don't go over it.
  - iv. President, Wendy Kane states – if snow plow people can't plow Heading Avenue properly they should let the EC know.
  - v. #50 – supports plan to keep road open as at-your-own-risk use.
  - vi. Mike Pancione states – will put a barrier across road so people can't get up
  - vii. #76 afraid people will run over her lawn or move the barrier onto her lawn
  - viii. #82 – asks - can we use a barrier people can't move?

- 1. Motion to vote = President, Wendy Kane calls for a vote on #109's motion to follow Mike Pancione's suggestion to keep Heading Avenue open as an at-your-own-risk use, but make arrangements so people cannot get up it, and take special attention to protecting #76's lawn and septic area.**
- 2. 23 in favor; 2 opposed; 0 abstain – Motion Passed**

**10:52am**

**VI. Clarifying Master deed language on ownership of the land under the unit – 10 minutes**

- a. #50 – add into Master Deed a sentence clarifying the land upon which the unit sits.
- b. Motion to add a sentence to the Master Deed in section that that describes a Unit's foot print to include – “the land upon which the**

**unit sits” – #109 (Dan) seconds; Vote = 25 in favor 0 opposed; 0 abstain – Motion Passed.**

**10:55am**

**V: Historic Register discussion-Kate Richardson 10 minutes**

- a. #109 – Discusses introduction to historic district registry and having it for Laurel Park.
- b. #85 – states - has met with people from historic district registry. Should we pursue local and/or state and /or National historic registry status? Will be attending a meeting on Tuesday with Northampton local historic district to ask about funding for Laurel Park and Normal Hall. Any building that meets historical status could apply for funding. Huge caveat on external funding – LPA would have to have very long term lease on Normal Hall. #85 wants to appeal to homeowners to give a long term lease to LPA for Normal Hall.
- c. #109 – historic preservation mission and Normal Hall issues converge. LPA looking for a sense that a long term lease on Normal Hall will be viable.
- d. #85 – states - what would Laurel Park look like if we lost LPA and its programs.
- e. #50 – Homeowners did vote on not selling Normal Hall so probably not an issue in future. LPA and EC and Pancione need to discuss how much money will be needed to restore Normal Hall and keep it running for LPA use. LPA has a long lease on tabernacle. Normal Hall is a genuine historical building. Tabernacle was more recently built to replace what was there – it might still fit into historical agenda though.
- f. President, Wendy Kane – how much does LPA spend for activities?
- g. #22 – President of LPA, Debbie Way states – it changes depending on venue, doesn’t have figures with her. Admission is free to LPA events; only rely on donations. \$600 or \$700 for a week of activities is an estimate of a function expense.
- h. President, Wendy Kane, Asks – is it worth investigating historic district issue? Wants to know if #85 is representing to city of Northampton as homeowners of Laurel Park?
- i. #85 – No. Just going on own, not representing anyone. Just trying to get a feel for what funding might be available and possible.
- j. #109 – wants discussion to focus on LPA having control of Normal Hall. Wants a sense of homeowners’ feelings on LPA speaking to EC about long-term control.
- k. #25 – states she is going to meeting with #85 to meet with historic district of Northampton.
- l. #50 – Oversaw working out deal on buying the common buildings and selling Building #1. Now things are being turned around. We (the homeowners) now own Normal Hall and are paying for it and yet LPA wants control of the building.
- m. #112 – states - we seem to have a communication problem. Things should be able to be structured to appease everyone. If we can get historical funding to reduce pressure on homeowners it could be good. Recommends a committee to look into this issue.

- n. President, Wendy Kane reminds #85 and #25 that the local historic district has many strings attached to their funding
- o. #22 –states that – this is the LPAs first step to letting people know that they are pursuing historic district funding to see what is available and what strings are attached etc.
- p. President, Wendy Kane recommends that LPA distribute a report on their findings regarding historic district funding etc. to homeowners.
- q. #85 –wants to feel that the EC and homeowners support decision for him to attend city meeting. No EC person attended historic district seminar this past Fall. Could EC get educated on historic district status and provide a discussion with LPA?

**11:17am**

**VI. Ad Hoc Committee reports - if needed –10 minutes**

- 2) Long Range Planning – has not met yet
- 3) Property – has not met yet

**Additional Discussion in between end of Heading Avenue discussion and Master Deed discussion (right before Mike Pancione had to leave)**

- \*\*\*Mike has brought stakes for marking water shut off – will be stored in Post Office room
- \*\*\*Leaves – 2 per household – Mike supplying reusable bags for leaf storage or you can put a tarp over your leaves. If we bag leaves we don't have to use maps and vacuum (which can become damaged).
  - #21 – doesn't want to bag leaves. Wants to try map procedure still.
- Still need to work out where bags will be left – can pick up now after meeting.

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**11:19am**

- 1. #33 made a motion to adjourn and
  - a. #109 seconded and
  - b. All in favor – Meeting adjourned at 11:19am.

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**Summary of Motions Passed:**

- 1. #109 moves that we take leftover stipend money and move to water line repair budget #25 seconded – Vote = 28 in favor; 0 opposed; 0 abstain – Motion Passed
- 2. 10:40am – #109 (Kate) makes a Motion - we do not sell #1 before next Annual Meeting (October 2011) and in meantime EC should assign a committee to review all of the common buildings and evaluate their potential uses and safety issues. #109 (Dan) seconds motion. Vote: 21 in favor; 7 opposed; 1 abstention – Motion Passed

3. **Motion to vote - President, Wendy Kane calls for a vote on #109's motion to follow Mike Pancione's suggestion to keep Heading Avenue open as an at-your-own-risk use, but make arrangements so people cannot get up it, and take special attention to protecting #76's lawn and septic area. 23 in favor; 2 opposed; 0 abstain – Motion Passed**
  
4. **Motion to add a sentence to the Master Deed in section that that describes a Unit's foot print to include – “the land upon which the unit sits” – #109 (Dan) seconds; Vote = 25 in favor 0 opposed; 0 abstain – Motion Passed.**

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*These minutes respectfully submitted by Tira Pandolf, HALP EC Clerk*  
11-13-2010-TP