

Aspetuck Condominium Association, Inc.
New Milford, Connecticut 06776

Minutes
A Special Unit Owner Meeting
August 13, 2013

Time: 7:00 pm

Location: Clubhouse

Present: Amy Farquharson
Cynthia Leveille
Judith Kriegl
Marc Andreotto
Rick Steiger
Helen Gardner
Daryl Williamson
Georgie Machado, Accolade Management

1. Meeting called to order at 7:41 pm

Amy Farquharson thanked everyone for attending.
Roll Call/Check In

Everyone (Unit Owners) in attendance was asked if they have received their ballot(s)

Everyone who is in attendance if "proof" the notice was mailed. Cynthia Leveille, Secretary signed off on the proof of notice and returned it to Georgie for the file.

The meeting was then turned over to Marc Andreotto.

2. Marc Andreotto, Director stated,

"The purpose of this meeting is to discuss ONLY what is on the agenda. The first topic on the agenda is "Removal of a Director". We will present the "facts" of the situation regarding Jim Tupko, Director. Upon completion we will have 10 minutes for any questions and then a ballot vote will be taken. Jim Tupko will have the opportunity to present his "side" as well.

First, "I would like to advise you and clarify what "Association" means to unit owners. The Association means unit owners who pay common charges to fund the budget to pay "our" bills.

Due to our insurance we made a decision to floor the attics as it is a liability for the Association, thus attempting to prevent another claim on our insurance policy, from someone stepping off the plywood and going through to the unit below. *We will talk about the insurance liability later in the*

meeting. Jim agreed to the flooring of the attics and installation of wire to avoid residents from storing items in the eaves and pushing insulation over the soffit vents and also not close off the flow of air, in addition to keeping the cost down. (because it would cost more to floor the entire attic).

The following month, after Jim had spoken to Jay Lewin, he argued he was “losing” part of his property. He supplied a copy of the attics from the association documents which was not legible in an attempt to say the entire attic was for storage.

Amy & Management went to the Town Hall to acquire a set of prints to verify the size of the storage areas as the documents do dictate a specific size for storage. Unfortunately the Town had no records on file. In addition, Management called Vic Nelson (builder) and left messages daily with no response.

Jim supplied Amy with a legible reduced copy of the attic area and refused to divulge who he received it from when asked. Without the ability to see the entire page there was no way to determine whether it was the “final” copy.

Jim advised Amy that he knew who had the blueprints and offered to “broker” the sale of them between the Board and the “holder” of the prints.

The Board of Directors were then advised by the Association Attorney; Jay Lewin (unit owner) contacted his office regarding the following:

“I am in possession of a copy of a set of original building plans for the Aspetuck property. The set consists of 6 pages that are approximately 2 feet by 3 feet and, in reduced form, are the same as those that are filed in the New Milford Town Clerk's Office in Volume 294, pages 113 through 118. The cost of the set is \$7,000.00.”

Note that Jim was not made aware of the original email from the attorney however told select unit owners that Jay wanted \$7k from the Association for the blueprints.

The Board feels Jim's conversations with Jay Lewin were not in the best interest of Aspetuck and he was working “against” the Board rather with Board. We also feel Jim does not have your (or our) best interest in mind, he is not confidential, and has caused significant damage and delay of work and our liability issue.

Had Jim Tupko not been having all the “behind the scenes” discussions with Jay Lewin and rather with his fellow board members the Association may have been able to acquire the blueprints without the interference of a unit owner who now has placed a large dollar amount on them.

In closing:

Jim Tupko's behavior regarding his communications with a party on the opposite side of a potential transaction impaired the association's ability to conclude the transaction in a manner that is favorable to the association. His communications could not reasonably be considered to be in the best interests of the association, so he has breached his duties as a director. On that basis, we have asked him to resign and have received no response from him.

Board members are expected to:

- exercise the degree of care and loyalty required of an officer or director
- loyalty to the association

The main purpose of this "special meeting" is the "unit owners" voted him on to the board and the "unit owners" must be the ones to remove him. This is what we are asking of you tonight based upon the information provided.

3. Jim Tupko then spoke:

When the attics were discussed originally I had no problem except when they were being caged off. I feel like I lost 35% of my property. I feel it was adverse possession. I was concerned and did research. I couldn't find any prints at the Town Hall and I spoke to Jay Lewin because he knows better than me the process. My copies were too small. Jay called Vic Nelson, the builder of the condos, for prints. Jay also asked me when his attic would be done. Jay noticed the reduction of space. Jay copied Vic's prints for me and I gave it to Amy.

4. Ballot Vote

Lisa of Unit 71 helped Management with the ballots. The ballot stated, if you would like to see Jim Tupko terminated from the Aspetuck Condominium Associations Board of Director's vote in favor and if you would like to see Jim Tupko stay on the Board of Director's vote not in favor. The ballots were tallied and Marc Andreotto announced the decision, 44 were in favor of removal of Jim Tupko, Director from the board and 18 not in favor.

Marc thanked everyone for their participation.

5. Meter Box Replacement discussion by Amy Farquharson

At the start of the meeting the Association was given copies of pictures of the meter boxes located on the Garden Buildings and the Town Houses.

Unit owners are responsible for the meter and the fuse to their unit, the Association is responsible for the meter boxes. This year we have had 4 meter boxes that require replacement. Two have been completed and 2 still need to be replaced.

In order to remove the old meter box and replace it with a new one it requires coordination of the electrician, CL&P, Charter & AT&T. (see photos)

AT&T estimated a cost of removing and installing new equipment for a cost to us as unit owners in the amount of \$9,828.33 per building (see hand-out) and are not willing to negotiate their cost! In total if we had to involve AT&T to remove and replace their equipment for each building it would cost us (unit owners) \$9,828.33 x 19 bldg.'s = \$186,738.27! CL&P and Charter are not charging us.

The new meter boxes are much larger than the old ones which require Charter and AT&T to move their equipment.

In order to avoid utilizing AT&T Ryan Perlowsky of Perlowsky Electric acquired "modular meter boxes". The modular boxes come in sections that must be put together vs. the standard which is one unit. While the cost for the modular boxes is a couple thousand more than one piece units, we have not needed AT&T so far; however we have only replaced meter boxes on the garden style buildings.

We have one meter box that requires replacement this year on a townhome and hope we can complete this with the modular boxes to avoid including AT&T. In the event we have no choice but to utilize them, we will inform unit owners. If we have to come together and go with another provider causing AT&T to lose a significant amount of accounts, maybe they will re-think the cost they have given us.

6. Association Insurance "Informational"

At the start of the meeting the Association was given copies of Insurance Documents.

After our last fire in Unit 118 we were advised 2 months prior to the renewal of our insurance policy that the carrier was not renewing our policy due to our "claim" history. (see hand-out)

The handout shows we were just about uninsurable. Seven (7) carriers declined to even provide us with a premium, and although Peerless declined us coverage advised if they took us on our premium would be \$155,000.00 annually! Philadelphia quoted us 53,739.00 and CAU \$46,907.00. We met with Bouvier (now our agent) and voted for CAU.

When meeting with Dave Pilon of Bouvier, the one question was "what is Aspetuck going to do to close up liabilities?" The attic floors are an open liability which is why we chose to start flooring them.

The handout will show you our loss runs (or claims) not including the past year. To date we have 2 claims on our new policy under CAU. Both are slip and falls, one a tenant and one is an owner. It's important for all unit owners to understand that when you want a claim filed under the Association's insurance policy, this is YOUR insurance policy and MY insurance policy the claim is being filed under. If we continue to file claims we may possibly not find a carrier who is willing to insure our Association, or we will find one who will insure us, but at a cost of possibly \$100k!

We need to be pro-active and close up our liabilities as best we can by correcting areas that require attention that may cause a claim under our policy. It is not an overnight process but we need to start now. This topic goes back to why we chose to floor the attic storage areas. It's a liability.

Meeting Adjourned at 9:00 pm.