

LEGISLATIVE COMMITTEE MINUTES

**SB324**

# Bill as Introduced

SB 324-FN - AS INTRODUCED

2022 SESSION

22-3059  
11/08

SENATE BILL

**324-FN**

AN ACT

establishing a condominium, homeowners' association, and cooperative dispute resolution board and relative to the authority of homeowners' associations.

SPONSORS:

Sen. French, Dist 7; Sen. Carson, Dist 14; Sen. Reagan, Dist 17; Sen. Gannon, Dist 23; Sen. Sherman, Dist 24; Sen. Soucy, Dist 18; Rep. Gordon, Graf. 9; Rep. Almy, Graf. 13

COMMITTEE:

Commerce

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ANALYSIS

This bill establishes a dispute resolution board for condominiums, homeowners' associations, and cooperatives. This bill also modifies requirements for homeowners' association agreements.

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Explanation:

Matter added to current law appears in ***bold italics***.

Matter removed from current law appears ~~[in brackets and struckthrough.]~~

Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

STATE OF NEW HAMPSHIRE

*In the Year of Our Lord Two Thousand Twenty Two*

AN ACT                    establishing a condominium, homeowners' association, and cooperative dispute resolution board and relative to the authority of homeowners' associations.

*Be it Enacted by the Senate and House of Representatives in General Court convened:*

1            1 New Subdivision; Dispute Resolution Board. Amend RSA 356-B by inserting after section 70  
2 the following new subdivision:

3                    Condominium, Homeowners' Association, and Cooperative Dispute Resolution Board  
4            356-B:71 Board Established; Members; Terms; Chairperson.

5            I. There is hereby created a condominium, homeowners' association, and cooperative dispute  
6 resolution board consisting of the following members:

7                    (a) Two members of the house of representatives, appointed by the speaker of the house  
8 of representatives.

9                    (b) One member, appointed by the governor, who is a resident owner of a condominium  
10 in New Hampshire but not a member of his or her respective condominium board.

11                    (c) One member, appointed by the governor, who is a resident owner of a property in a  
12 homeowners' association, but not a member of his or her respective homeowners' association board.

13                    (d) One member, appointed by the governor, who is a resident owner of a property in a  
14 housing cooperative, but not a member of his or her cooperative board.

15                    (e) Two members, appointed by the governor, who are members of a condominium  
16 association board in New Hampshire, and from 2 different executive council districts, from a list of 3  
17 persons nominated by the New England chapter of the Community Associations Institute.

18                    (f) One member, appointed by the governor, who represents a condominium association  
19 management company, from a list of 3 persons nominated by the New England chapter of the  
20 Community Associations Institute.

21                    (g) One member of the New Hampshire Bar Association, appointed by the president of  
22 the association.

23            II. No more than 3 members of the board shall be involved professionally or employed in the  
24 condominium industry.

25            III. Non-legislative members of the board shall serve 3-year terms and until a successor is  
26 appointed, except that the initial appointments shall be staggered: 2 members shall be appointed to  
27 one-year terms, 2 members shall be appointed to 2-year terms, and 3 members shall be appointed to  
28 3-year terms. Legislative members shall serve a term coterminous with their term in office.

29            IV. The chairperson for the board shall be chosen from among the members at the initial  
30 organizational meeting and shall serve at the pleasure of the members of the board.



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1 V. If there is a vacancy on the board, the provisions of RSA 21:33-a and 21:34 shall apply to  
2 all members.

3 VI. If any member of the board is absent for 3 consecutive meetings without cause, the board  
4 shall inform the appointing authority in writing and the appointing authority shall appoint a new  
5 member to the board within 60 days from the receipt of the written notification.

6 VII. The board shall hold meetings at least every 90 days and may meet more frequently as  
7 deemed necessary by the board.

8 356-B:72 Quorum, Disqualification of Members; Compensation.

9 I. A majority of the board shall constitute a quorum to conduct hearings, and a vote of at  
10 least 4 members present and voting in favor shall be required to adopt and approve any matter  
11 under consideration.

12 II. As a board member, one may disqualify oneself relative to any matter before the board, or  
13 if the board votes that any member has or may have a conflict of interest in any matter before the  
14 board, that member shall be disqualified to sit as a board member on the particular matter. The  
15 board may hear the matter if it has a quorum. If the board does not have a quorum, the governor  
16 shall appoint an additional public member to hear the particular matter pending before the board.

17 III. The legislative members of the board shall receive legislative mileage for meetings of the  
18 board. The remaining members shall receive mileage at the state employee rate for meetings of the  
19 board.

20 356-B:73 Jurisdiction; Procedure.

21 I. The board shall hear and determine matters involving condominium unit owner,  
22 homeowners' association owner, and cooperative owner complaints related to: failure by such  
23 association or cooperative to follow its declaration and bylaws; failure to follow proper voting  
24 procedures, and other actions not in compliance with association instruments or New Hampshire  
25 law. Any matters relating to time share interests shall not be under the jurisdiction of the board.

26 II. The board shall have authority to review:

27 (a) Fines assessed by any association on members to determine if such fines are  
28 excessive; and

29 (b) Decisions of any association to determine whether such decisions are subjective or  
30 unreasonable.

31 (c) Complaints relative to homeowners' associations made pursuant to RSA 477:22-b.

32 (d) Complaints relative to housing cooperatives. For purposes of this subdivision,  
33 "cooperative" means a New Hampshire corporation established under RSA 301-A as a means of  
34 providing housing to its members.

35 III. Nothing in this subdivision shall preclude the right of the board to use the services of a  
36 mediator to resolve a dispute.

37 IV.(a) Any condominium unit owner, homeowners' association member, or cooperative

1 member may petition the board by filing a complaint with the board and paying a \$250 filing fee  
2 which shall be used to defray the costs of the board. Prior to filing a complaint, the petitioner shall  
3 provide 10 days notice to the opposite party of intent to file. After review of the claim and a decision  
4 by the board that the matter has merit and is not frivolous, the board shall schedule a hearing. If  
5 the board finds the claim to be frivolous or without merit, it shall dismiss the complaint and explain  
6 in writing to the petitioner its reasons for dismissing the complaint.

7 (b) The board shall serve notice, in writing, of the time and place of the hearing upon all  
8 appropriate parties at least 20 days prior to the date of the hearing. The notice shall inform both  
9 parties to the complaint that they may choose to be represented by counsel.

10 (c) All hearings held by the board shall be held pursuant to RSA 541-A:31 through RSA  
11 541-A:36 unless such proceedings are specifically inconsistent with the provisions of this subdivision.  
12 All hearings of the board shall be subject to the provisions of RSA 91-A. The board shall not be  
13 bound by common law or statutory rules of evidence but may admit all testimony having a  
14 reasonable probative value. It may exclude evidence which, in the opinion of the board, is  
15 immaterial, irrelevant, or unduly repetitious.

16 356-B:74 Decisions; Judicial Review and Enforcement.

17 I. When the board makes its decision, an order shall be made in writing and shall include  
18 findings of facts. The findings of facts shall be accompanied by a concise and explicit statement of  
19 the underlying facts supporting the findings. The parties shall be notified by mail of any decision or  
20 order.

21 II. A decision of the board may be appealed, by either party following a request for  
22 rehearing, by applying for an appeal to the superior court for the county in which either party  
23 resides in accordance with the procedures set forth in RSA 677:2-14, inclusive.

24 III. If no timely appeal is taken pursuant to paragraph II, the decision of the board shall  
25 become final. The board shall file a certified abstract of any final decision with the clerk of the  
26 superior court in the county of residence of the complainant. The clerk of such court shall enter  
27 judgment thereon, and such judgment may be enforced as with any final judgment of the superior  
28 court.

29 356-B:75 Meetings and Records. The board shall hold meetings in Concord, New Hampshire or  
30 in any other location deemed appropriate by the board. The records of the board shall be maintained  
31 at the office of professional licensure and certification.

32 356-B:76 Legal Assistance Provided by the Department of Justice. The civil bureau of the  
33 department of justice shall act as counsel for the board, and assist in judicial filings and actions as  
34 necessary.

35 356-B:77 Notification and Cooperation Required. The board shall notify the consumer  
36 protection and antitrust bureau, department of justice, that the board may accept and act on written  
37 complaints properly forwarded to it by such bureau relative to condominium association actions and

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1 condominium unit owner complaints.

2 356-B:78 Rulemaking. The board, under the direction of the bureau chief of the consumer  
3 protection and antitrust bureau, shall adopt rules under RSA 541-A relative to the administration of  
4 this subdivision.

5 356-B:79 Annual Report. The board shall submit to the governor, the speaker of the house of  
6 representatives, and the senate president, not later than March 31 of each year, a report of its  
7 activities during the preceding calendar year. The report shall include, but not be limited to, the  
8 number of complaints received, by category according to RSA 356-B:73, and the number and percent  
9 of complaints accepted and rejected. The report may also include recommendations for  
10 improvements, including rule or statutory changes.

11 2 New Subparagraph; Office of Professional Licensure and Certification; Administration of  
12 Condominium, Homeowners' Association, and Cooperative Dispute Resolution Board. Amend RSA  
13 310-A:1-a, I by inserting after subparagraph (r) the following new subparagraph:

14 (s) Condominium, homeowners' association, and cooperative dispute resolution board  
15 under RSA 356-B:71.

16 3 New Section; Interests in Realty; Homeowners' Associations. Amend RSA 477 by inserting  
17 after section 22-a the following new section:

18 477:22-b Interests in Realty; Homeowners' Associations. Any covenant, condition, or restriction  
19 relating to homeowners' associations contained in any deed, contract, mortgage, security instrument,  
20 or other instrument pertaining to a conveyance, sale, or transfer of real property or interest therein  
21 shall comply with the following provisions:

22 I. In the event of a dispute between a homeowner and the association, resolution of issues  
23 shall favor the property owner and the association shall not have sole discretion over any issue.

24 II. Disputes between the property owner and the association shall be heard by the  
25 condominium dispute resolution board; however, at the election of both property owner and  
26 association such disputes may be settled through private mediation.

27 III. No penalty shall be assessed on a property owner that encompasses greater than 30  
28 days accumulated violations. Any penalty properly assessed shall be credited to the property owner  
29 to remediate the issue that caused the penalty to accrue. Any improperly assessed penalty shall be  
30 credited to the property owner. Property owners may seek restitution, through the condominium  
31 dispute resolution board, from the homeowners association.

32 IV. Property owners and homeowners' associations shall be separately responsible for each  
33 party's respective legal fees in the case of any dispute.

34 V. Any property owner who is subject to, in the view of the condominium dispute resolution  
35 board, an unreasonably delayed resolution to the dispute shall be entitled to proceed without further  
36 action or objection from the homeowners' association.

37 VI. All homeowners' associations shall have a minimum of 3 voting board members, each of

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- Page 5 -

1 which shall serve 2 year terms. No homeowners' association board member shall serve subsequent  
2 terms unless and until every other member of the homeowners' association has served on the board.  
3 Homeowners' association board members shall live on site 75 percent of the year.

4 VII. Homeowners' associations shall not prohibit alternative energy solutions such as solar  
5 panels, solar shingles, fuel cells, or other reasonable clean energy alternative.

6 VIII. Homeowners' associations shall not discriminate against any member of the  
7 association on the basis of age, sex, gender identity, race, color, marital status, physical or mental  
8 disability, religious creed, or national origin. The condominium dispute resolution board may fine  
9 any association found to have engaged in unlawful discrimination.

10 4 Committee to Study the Laws Relating to Condominium and Homeowners' Associations;  
11 Membership. Amend RSA 356-B:70, II(a) to read as follows:

12 (a) [~~Three~~] **Four** members of the house of representatives, appointed by the speaker of  
13 the house of representatives.

14 5 Repeal. RSA 356-B:70, relative to the committee to study the laws relating to condominium  
15 and homeowners' associations, is repealed.

16 6 Effective Date.

17 I. Section 5 of this act shall take effect January 1, 2024.

18 II. The remainder of this act shall take effect 60 days after its passage.

**SB 324-FN- FISCAL NOTE  
 AS INTRODUCED**

AN ACT establishing a condominium, homeowners' association, and cooperative dispute resolution board and relative to the authority of homeowners' associations.

FISCAL IMPACT:  State       County       Local       None

STATE:	Estimated Increase / (Decrease)			
	FY 2022	FY 2023	FY 2024	FY 2025
Appropriation	\$0	\$0	\$0	\$0
Revenue	\$0	Indeterminable Increase	Indeterminable Increase	Indeterminable Increase
Expenditures	\$0	Indeterminable Increase	Indeterminable Increase	Indeterminable Increase
<b>Funding Source:</b>	<input type="checkbox"/> General <input type="checkbox"/> Education <input type="checkbox"/> Highway <input checked="" type="checkbox"/> Other - Office of Professional Licensure and Certification Budget			

**METHODOLOGY:**

This bill establishes a dispute resolution board for condominiums, homeowners' associations and cooperatives. The board shall be made up of two legislative members and seven non-legislative members. This bill entitles legislative members to be paid legislative mileage reimbursement for meetings as well as mileage reimbursement at the state employee rate for the non-legislative members on the board. The bill establishes a \$250 filing fee for every complaint filed with the board and the filing fees shall be used to offset the expenses incurred by the board.

The Office of Professional Licensure and Certification (OPLC) states there is an indeterminable fiscal impact on State revenue and State expenditures. OPLC is unable to project the amount of complaints that will be filed with the board nor are they able to determine how much mileage reimbursement will be paid to the members on the board.

The Department of Justice states there is an indeterminable fiscal impact on state expenditures. The Department is unsure of how many complaints will be filed and the amount of counsel needed to assist the board in judicial filing.

It is assumed the fiscal impact will not occur until FY 2023.

**AGENCIES CONTACTED:**

Office of Professional Licensure and Certification and Department of Justice

SB 324-FN - AS AMENDED BY THE SENATE

03/17/2022 1021s

2022 SESSION

22-3059

11/08

SENATE BILL

***324-FN***

AN ACT

relative to the resolution of disputes for condominium unit owners, homeowners' association unit owners, and tenant owned manufactured housing parks.

SPONSORS:

Sen. French, Dist 7; Sen. Carson, Dist 14; Sen. Reagan, Dist 17; Sen. Gannon, Dist 23; Sen. Sherman, Dist 24; Sen. Soucy, Dist 18; Rep. Gordon, Graf. 9; Rep. Almy, Graf. 13

COMMITTEE:

Commerce

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AMENDED ANALYSIS

This bill provides for the resolution of disputes for condominium unit owners, homeowners' association unit owners, and tenants in manufactured housing parks.

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Explanation:

Matter added to current law appears in ***bold italics***.

Matter removed from current law appears [~~in brackets and struck through~~].

Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

STATE OF NEW HAMPSHIRE

*In the Year of Our Lord Two Thousand Twenty Two*

AN ACT relative to the resolution of disputes for condominium unit owners, homeowners' association unit owners, and tenant owned manufactured housing parks.

*Be it Enacted by the Senate and House of Representatives in General Court convened:*

1 1 New Paragraph; Condominium Act; Dispute Resolution Procedure. Amend RSA 356-B by  
2 inserting after paragraph VIII the following new paragraph:

3 VIII-a. The bylaws shall contain a dispute resolution procedure for unit owners who wish to  
4 appeal the assessment of a fine for a violation of the governing instruments or who wish to discuss  
5 an alleged failure by the governing board to abide by the governing instruments. The process shall  
6 allow the unit owner to request a meeting with the board and provide the unit owner with an  
7 opportunity to speak at said meeting. Meetings may take place via video technology. Meetings shall  
8 be scheduled within 30 days of receipt of a written request and decisions by the board shall issue  
9 within 30 days of such meeting. Board decisions issued as a result of the dispute resolution process  
10 shall be final, with the exception of the unit owner's right to file a claim in a court of competent  
11 jurisdiction.

12 2 New Subdivision; Condominium Act; Dispute Resolution Procedure for Homeowners'  
13 Associations. Amend RSA 356-B by inserting after section 70 the following new subdivision:

14 V. Dispute Resolution Procedure for Homeowners' Associations.

15 356-B:71 Homeowners' Associations; Dispute Resolution. A homeowners' association shall  
16 create and adopt bylaws which contain a dispute resolution procedure for unit owners who wish to  
17 appeal the assessment of a fine for a violation of the governing instruments or who wish to address  
18 an alleged failure by the governing board to abide by the governing instruments. The process shall  
19 allow the unit owner to request a meeting with the governing board and provide the unit owner with  
20 an opportunity to speak at such meeting. The meeting may take place via video technology. The  
21 meeting shall be scheduled within 30 days of receipt of a unit owner's written request and the  
22 governing board shall issue a decision within 30 days of such meeting. The governing board's  
23 decision issued as a result of the dispute resolution process shall be final. However, an aggrieved  
24 unit owner may file an action to challenge the governing board's decision in the superior court of the  
25 county in which the unit owner resides.

26 3 New Section; Regulation of Tenant Owned Manufactured Housing Parks; Dispute Resolution  
27 Procedure. Amend RSA 205-A by inserting after section 13-c the following new section:

28 205-A:13-d Dispute Resolution Procedure. The tenants' association of a tenant-owned  
29 manufactured housing park shall create and adopt bylaws which contain a dispute resolution  
30 procedure for a tenant who wishes to appeal the assessment of a fine for a violation of the bylaws or



**SB 324-FN - AS AMENDED BY THE SENATE**

**- Page 2 -**

1 who wish to address an alleged failure by the tenants' association to abide by the bylaws. The  
2 process shall allow the tenant to request a meeting with the tenants' association and provide the  
3 tenant with an opportunity to speak at such meeting. The meeting may take place via video  
4 technology. The meeting shall be scheduled within 30 days of receipt of a tenant's written request  
5 and the tenants' association shall issue a decision within 30 days of such meeting. The tenants'  
6 association's decision issued as a result of the dispute resolution process shall be final. However, an  
7 aggrieved tenant may file an action to challenge the tenants' association's decision in the superior  
8 court of the county in which the tenant resides.

9 4 Effective Date.

10 I. Section 3 of this act shall take effect July 1, 2023.

11 II. The remainder of this act shall take effect January 1, 2023.

LBA  
22-3059  
Amended 3/21/22

**SB 324-FN- FISCAL NOTE**  
**AS AMENDED BY THE SENATE (AMENDMENT #2022-1021s)**

**AN ACT** relative to the resolution of disputes for condominium unit owners, homeowners' association unit owners, and tenant owned manufactured housing parks.

**FISCAL IMPACT:**     State         County         Local         None

**METHODOLOGY:**

The Office of Legislative Budget Assistant states this bill, as amended, has no fiscal impact on state, county and local expenditures or revenue.

**AGENCIES CONTACTED:**

None

LBA  
22-3059  
Amended 3/21/22

**SB 324-FN FISCAL NOTE  
AS AMENDED BY THE SENATE (AMENDMENT #2022-1021s)**

**AN ACT** relative to the resolution of disputes for condominium unit owners, homeowners' association unit owners, and tenant owned manufactured housing parks.

**FISCAL IMPACT:**     State         County         Local         None

**METHODOLOGY:**

The Office of Legislative Budget Assistant states this bill, as amended, has no fiscal impact on state, county and local expenditures or revenue.

**AGENCIES CONTACTED:**

None

# Amendments

Sen. French, Dist 7  
December 20, 2021  
2022-0005s  
11/10

Amendment to SB 324-FN

1 Amend the bill by replacing section 2 with the following:

2

3 2 New Subparagraph; Office of Professional Licensure and Certification; Administration of  
4 Condominium, Homeowners' Association, and Cooperative Dispute Resolution Board. Amend RSA  
5 310-A:1-a, I by inserting after subparagraph (ss) the following new subparagraph:

6 (tt) Condominium, homeowners' association, and cooperative dispute resolution board  
7 under RSA 356-B:71.

UNAPPROVED

Amendment to SB 324-FN

1 Amend the title of the bill by replacing it with the following:

2

3 AN ACT establishing a condominium and cooperative dispute resolution board.

4

5 Amend the bill by replacing all after the enacting clause with the following:

6

7 1 New Subdivision; Dispute Resolution Board. Amend RSA 356-B by inserting after section 70  
8 the following new subdivision:

9

Condominium and Cooperative Dispute Resolution Board

10 356-B:71 Board Established; Members; Terms; Chairperson.

11 I. There is hereby created a condominium and cooperative dispute resolution board  
12 consisting of the following members:

13 (a) Two members of the house of representatives, appointed by the speaker of the house  
14 of representatives.

15 (b) One member, appointed by the governor, who is a resident owner of a condominium  
16 in New Hampshire but not a member of his or her respective condominium board.

17 (c) Two members, appointed by the governor, who are resident owners of a property in a  
18 housing cooperative, but not a member of his or her cooperative board.

19 (d) Two members, appointed by the governor, who are members of a condominium  
20 association board in New Hampshire, and from 2 different executive council districts, from a list of 3  
21 persons nominated by the New England chapter of the Community Associations Institute.

22 (e) One member, appointed by the governor, who represents a condominium association  
23 management company, from a list of 3 persons nominated by the New England chapter of the  
24 Community Associations Institute.

25 (f) One member of the New Hampshire Bar Association, appointed by the president of  
26 the association.

27 II. No more than 3 members of the board shall be involved professionally or employed in the  
28 condominium industry.

29 III. Non-legislative members of the board shall serve 3-year terms and until a successor is  
30 appointed, except that the initial appointments shall be staggered: 2 members shall be appointed to  
31 one-year terms, 2 members shall be appointed to 2-year terms, and 3 members shall be appointed to  
32 3-year terms. Legislative members shall serve a term coterminous with their term in office.

Amendment to SB 324-FN

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1 IV. The chairperson for the board shall be chosen from among the members at the initial  
2 organizational meeting and shall serve at the pleasure of the members of the board.

3 V. If there is a vacancy on the board, the provisions of RSA 21:33-a and 21:34 shall apply to  
4 all members.

5 VI. If any member of the board is absent for 3 consecutive meetings without cause, the board  
6 shall inform the appointing authority in writing and the appointing authority shall appoint a new  
7 member to the board within 60 days from the receipt of the written notification.

8 VII. The board shall hold meetings at least every 90 days and may meet more frequently as  
9 deemed necessary by the board.

10 356-B:72 Quorum, Disqualification of Members; Compensation.

11 I. A majority of the board shall constitute a quorum to conduct hearings, and a vote of at  
12 least 4 members present and voting in favor shall be required to adopt and approve any matter  
13 under consideration.

14 II. As a board member, one may disqualify oneself relative to any matter before the board, or  
15 if the board votes that any member has or may have a conflict of interest in any matter before the  
16 board, that member shall be disqualified to sit as a board member on the particular matter. The  
17 board may hear the matter if it has a quorum. If the board does not have a quorum, the governor  
18 shall appoint an additional public member to hear the particular matter pending before the board.

19 III. The legislative members of the board shall receive legislative mileage for meetings of the  
20 board. The remaining members shall receive mileage at the state employee rate for meetings of the  
21 board.

22 356-B:73 Jurisdiction; Procedure.

23 I. The board shall hear and determine matters involving condominium unit owner and  
24 cooperative owner complaints related to: failure by such association or cooperative to follow its  
25 declaration and bylaws; failure to follow proper voting procedures, and other actions not in  
26 compliance with association instruments or New Hampshire law. Any matters relating to time  
27 share interests shall not be under the jurisdiction of the board.

28 II. The board shall have authority to review:

29 (a) Fines assessed by any association on members to determine if such fines are  
30 excessive; and

31 (b) Decisions of any association to determine whether such decisions are subjective or  
32 unreasonable.

33 (c) Complaints relative to housing cooperatives. For purposes of this subdivision,  
34 "cooperative" means a New Hampshire corporation established under RSA 301-A as a means of  
35 providing housing to its members.

36 III. Nothing in this subdivision shall preclude the right of the board to use the services of a  
37 mediator to resolve a dispute.

1 IV.(a) Any condominium unit owner or cooperative member may petition the board by filing  
2 a complaint with the board and paying a \$250 filing fee which shall be used to defray the costs of the  
3 board. Prior to filing a complaint, the petitioner shall provide 10 days notice to the opposite party of  
4 intent to file. After review of the claim and a decision by the board that the matter has merit and is  
5 not frivolous, the board shall schedule a hearing. If the board finds the claim to be frivolous or  
6 without merit, it shall dismiss the complaint and explain in writing to the petitioner its reasons for  
7 dismissing the complaint.

8 (b) The board shall serve notice, in writing, of the time and place of the hearing upon all  
9 appropriate parties at least 20 days prior to the date of the hearing. The notice shall inform both  
10 parties to the complaint that they may choose to be represented by counsel.

11 (c) All hearings held by the board shall be held pursuant to RSA 541-A:31 through RSA  
12 541-A:36 unless such proceedings are specifically inconsistent with the provisions of this subdivision.  
13 All hearings of the board shall be subject to the provisions of RSA 91-A. The board shall not be  
14 bound by common law or statutory rules of evidence but may admit all testimony having a  
15 reasonable probative value. It may exclude evidence which, in the opinion of the board, is  
16 immaterial, irrelevant, or unduly repetitious.

17 356-B:74 Decisions; Judicial Review and Enforcement.

18 I. When the board makes its decision, an order shall be made in writing and shall include  
19 findings of facts. The findings of facts shall be accompanied by a concise and explicit statement of  
20 the underlying facts supporting the findings. The parties shall be notified by mail of any decision or  
21 order.

22 II. A decision of the board may be appealed, by either party following a request for  
23 rehearing, by applying for an appeal to the superior court for the county in which either party  
24 resides in accordance with the procedures set forth in RSA 677:2-14, inclusive.

25 III. If no timely appeal is taken pursuant to paragraph II, the decision of the board shall  
26 become final. The board shall file a certified abstract of any final decision with the clerk of the  
27 superior court in the county of residence of the complainant. The clerk of such court shall enter  
28 judgment thereon, and such judgment may be enforced as with any final judgment of the superior  
29 court.

30 356-B:75 Meetings and Records. The board shall hold meetings in Concord, New Hampshire or  
31 in any other location deemed appropriate by the board. The records of the board shall be maintained  
32 at the office of professional licensure and certification.

33 356-B:76 Legal Assistance Provided by the Department of Justice. The civil bureau of the  
34 department of justice shall act as counsel for the board, and assist in judicial filings and actions as  
35 necessary.

36 356-B:77 Notification and Cooperation Required. The board shall notify the consumer  
37 protection and antitrust bureau, department of justice, that the board may accept and act on written



Amendment to SB 324-FN

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1 complaints properly forwarded to it by such bureau relative to condominium association actions and  
2 condominium unit owner complaints.

3 356-B:78 Rulemaking. The board, under the direction of the bureau chief of the consumer  
4 protection and antitrust bureau, shall adopt rules under RSA 541-A relative to the administration of  
5 this subdivision.

6 356-B:79 Annual Report. The board shall submit to the governor, the speaker of the house of  
7 representatives, and the senate president, not later than March 31 of each year, a report of its  
8 activities during the preceding calendar year. The report shall include, but not be limited to, the  
9 number of complaints received, by category according to RSA 356-B:73, and the number and percent  
10 of complaints accepted and rejected. The report may also include recommendations for  
11 improvements, including rule or statutory changes.

12 2 New Subparagraph; Office of Professional Licensure and Certification; Administration of  
13 Condominium and Cooperative Dispute Resolution Board. Amend RSA 310-A:1-a, I by inserting  
14 after subparagraph (r) the following new subparagraph:

15 (s) Condominium and cooperative dispute resolution board under RSA 356-B:71.

16 3 Committee to Study the Laws Relating to Condominium and Homeowners' Associations;  
17 Membership. Amend RSA 356-B:70, II(a) to read as follows:

18 (a) ~~Three~~ **Four** members of the house of representatives, appointed by the speaker of  
19 the house of representatives.

20 4 Repeal. RSA 356-B:70, relative to the committee to study the laws relating to condominium  
21 and homeowners' associations, is repealed.

22 5 Effective Date.

23 I. Section 4 of this act shall take effect January 1, 2024.

24 II. The remainder of this act shall take effect 60 days after its passage.

2022-0703s

AMENDED ANALYSIS

This bill establishes a dispute resolution board for condominiums and cooperatives.

UNAPPROVED

Amendment to SB 324-FN

1 Amend the title of the bill by replacing it with the following:

2

3 AN ACT relative to the resolution of disputes for condominium unit owners, homeowners'  
4 association unit owners, and tenant owned manufactured housing parks.  
5

6 Amend the bill by replacing all after the enacting clause with the following:

7

8 1 New Paragraph; Condominium Act; Dispute Resolution Procedure. Amend RSA 356-B by  
9 inserting after paragraph VIII the following new paragraph:

10 VIII-a. The bylaws shall contain a dispute resolution procedure for unit owners who wish to  
11 appeal the assessment of a fine for a violation of the governing instruments or who wish to discuss  
12 an alleged failure by the governing board to abide by the governing instruments. The process shall  
13 allow the unit owner to request a meeting with the board and provide the unit owner with an  
14 opportunity to speak at said meeting. Meetings may take place via video technology. Meetings shall  
15 be scheduled within 30 days of receipt of a written request and decisions by the board shall issue  
16 within 30 days of such meeting. Board decisions issued as a result of the dispute resolution process  
17 shall be final, with the exception of the unit owner's right to file a claim in a court of competent  
18 jurisdiction.

19 2 New Subdivision; Condominium Act; Dispute Resolution Procedure for Homeowners'  
20 Associations. Amend RSA 356-B by inserting after section 70 the following new subdivision:

21 V. Dispute Resolution Procedure for Homeowners' Associations

22 356-B:71 Homeowners' Associations; Dispute Resolution. A homeowners' association shall  
23 create and adopt bylaws which contain a dispute resolution procedure for unit owners who wish to  
24 appeal the assessment of a fine for a violation of the governing instruments or who wish to address  
25 an alleged failure by the governing board to abide by the governing instruments. The process shall  
26 allow the unit owner to request a meeting with the governing board and provide the unit owner with  
27 an opportunity to speak at such meeting. The meeting may take place via video technology. The  
28 meeting shall be scheduled within 30 days of receipt of a unit owner's written request and the  
29 governing board shall issue a decision within 30 days of such meeting. The governing board's  
30 decision issued as a result of the dispute resolution process shall be final. However, an aggrieved  
31 unit owner may file an action to challenge the governing board's decision in the superior court of the  
32 county in which the unit owner resides.

1           3 New Section; Regulation of Tenant Owned Manufactured Housing Parks; Dispute Resolution  
2 Procedure. Amend RSA 205-A by inserting after section 13-c the following new section:

3           205-A:13-d Dispute Resolution Procedure. The tenants' association of a tenant-owned  
4 manufactured housing park shall create and adopt bylaws which contain a dispute resolution  
5 procedure for a tenant who wishes to appeal the assessment of a fine for a violation of the bylaws or  
6 who wish to address an alleged failure by the tenants' association to abide by the bylaws. The  
7 process shall allow the tenant to request a meeting with the tenants' association and provide the  
8 tenant with an opportunity to speak at such meeting. The meeting may take place via video  
9 technology. The meeting shall be scheduled within 30 days of receipt of a tenant's written request  
10 and the tenants' association shall issue a decision within 30 days of such meeting. The tenants'  
11 association's decision issued as a result of the dispute resolution process shall be final. However, an  
12 aggrieved tenant may file an action to challenge the tenants' association's decision in the superior  
13 court of the county in which the tenant resides.

14           4 Effective Date.

15           I. Section 3 of this act shall take effect July 1, 2023.

16           II. The remainder of this act shall take effect January 1, 2023.

UNAPPROVED

2022-0988s

AMENDED ANALYSIS

This bill provides for the resolution of disputes for condominium unit owners, homeowners' association unit owners, and tenants in manufactured housing parks.

UNAPPROVED

Commerce  
March 8, 2022  
2022-1021s  
08/04

Amendment to SB 324-FN

1 Amend the title of the bill by replacing it with the following:

2

3 AN ACT relative to the resolution of disputes for condominium unit owners, homeowners'  
4 association unit owners, and tenant owned manufactured housing parks.  
5

6 Amend the bill by replacing all after the enacting clause with the following:

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18 jurisdiction.

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22 356-B:71 Homeowners' Associations; Dispute Resolution. A homeowners' association shall  
23 create and adopt bylaws which contain a dispute resolution procedure for unit owners who wish to  
24 appeal the assessment of a fine for a violation of the governing instruments or who wish to address  
25 an alleged failure by the governing board to abide by the governing instruments. The process shall  
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Amendment to SB 324-FN

- Page 2 -

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2 Procedure. Amend RSA 205-A by inserting after section 13-c the following new section:

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6 who wish to address an alleged failure by the tenants' association to abide by the bylaws. The  
7 process shall allow the tenant to request a meeting with the tenants' association and provide the  
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10 and the tenants' association shall issue a decision within 30 days of such meeting. The tenants'  
11 association's decision issued as a result of the dispute resolution process shall be final. However, an  
12 aggrieved tenant may file an action to challenge the tenants' association's decision in the superior  
13 court of the county in which the tenant resides.

14           4 Effective Date.

15           I. Section 3 of this act shall take effect July 1, 2023.

16           II. The remainder of this act shall take effect January 1, 2023.

**Amendment to SB 324-FN**  
**- Page 3 -**

2022-1021s

**AMENDED ANALYSIS**

This bill provides for the resolution of disputes for condominium unit owners, homeowners' association unit owners, and tenants in manufactured housing parks.



# Committee Minutes

# SENATE CALENDAR NOTICE

## Commerce

Sen Harold French, Chair  
Sen Bill Gannon, Vice Chair  
Sen Jeb Bradley, Member  
Sen Donna Soucy, Member  
Sen Kevin Cavanaugh, Member

Date: January 20, 2022

### HEARINGS

Tuesday	02/01/2022
(Day)	(Date)
Commerce	Legislative Office Building 101 9:00 a.m.
(Name of Committee)	(Place) (Time)
9:00 a.m. SB 202-FN	prohibiting the sale of cosmetic products tested on animals.
9:15 a.m. SB 324-FN	establishing a condominium, homeowners' association, and cooperative dispute resolution board and relative to the authority of homeowners' associations.
9:30 a.m. SB 385-FN	relative to financial exploitation of vulnerable adults.

### EXECUTIVE SESSION MAY FOLLOW

#### Sponsors:

#### **SB 202-FN**

Sen. Watters  
Sen. Reagan  
Sen. Prentiss

Sen. Sherman  
Sen. Ricciardi  
Rep. Read

Sen. Birdsell  
Sen. Avard  
Rep. Harvey

Sen. Bradley  
Sen. Cavanaugh

#### **SB 324-FN**

Sen. French  
Sen. Sherman

Sen. Carson  
Sen. Soucy

Sen. Reagan  
Rep. Gordon

Sen. Gannon  
Rep. Almy

#### **SB 385-FN**

Sen. Bradley  
Sen. Watters  
Sen. Carson  
Sen. Prentiss  
Rep. Potucek

Sen. Hennessey  
Sen. Avard  
Sen. Sherman  
Sen. Giuda  
Rep. Bartlett

Sen. Rosenwald  
Sen. Soucy  
Sen. Cavanaugh  
Rep. Hunt

Sen. Gray  
Sen. Birdsell  
Sen. Gannon  
Rep. Osborne

Aaron Jones 271-4063

Harold F. French  
Chairman

**AMENDED  
SENATE CALENDAR NOTICE  
Commerce**

Sen Harold French, Chair  
Sen Bill Gannon, Vice Chair  
Sen Jeb Bradley, Member  
Sen Donna Soucy, Member  
Sen Kevin Cavanaugh, Member

Date: January 20, 2022

**HEARINGS**

Tuesday	02/01/2022	
(Day)	(Date)	
Commerce	Legislative Office Building 101	9:00 a.m.
(Name of Committee)	(Place)	(Time)
9:00 a.m.	<b>SB 202-FN</b>	prohibiting the sale of cosmetic products tested on animals.
9:15 a.m.	<b>SB 324-FN</b>	establishing a condominium, homeowners' association, and cooperative dispute resolution board and relative to the authority of homeowners' associations.
9:30 a.m.	<b>SB 211</b>	relative to an injured employee's right to reinstatement to a former position for purposes of workers' compensation.

**EXECUTIVE SESSION MAY FOLLOW**

**Sponsors:**

**SB 202-FN**

Sen. Watters

Sen. Reagan

Sen. Prentiss

**SB 324-FN**

Sen. French

Sen. Sherman

**SB 211**

Sen. D'Allesandro

Sen. Sherman

Sen. Ricciardi

Rep. Read

Sen. Carson

Sen. Soucy

Sen. Birdsell

Sen. Avard

Rep. Harvey

Sen. Reagan

Rep. Gordon

Sen. Bradley

Sen. Cavanaugh

Sen. Gannon

Rep. Almy

Aaron Jones 271-4063

Harold F. French  
Chairman

# Senate Commerce Committee

*Aaron Jones 271-4063*

**SB 324-FN**, establishing a condominium, homeowners' association, and cooperative dispute resolution board and relative to the authority of homeowners' associations.

**Hearing Date:** February 1, 2022

**Time Opened:** 9:23 a.m.

**Time Closed:** 11:35 a.m.

**Members of the Committee Present:** Senators French, Gannon, Bradley, Soucy and Cavanaugh

**Members of the Committee Absent :** None

**Bill Analysis:** This bill establishes a dispute resolution board for condominiums, homeowners' associations, and cooperatives. This bill also modifies requirements for homeowners' association agreements.

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**Sponsors:**

Sen. French

Sen. Carson

Sen. Reagan

Sen. Gannon

Sen. Sherman

Sen. Soucy

Rep. Gordon

Rep. Almy

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**Who supports the bill:** Senator Harold French, Senator Sharon Carson, Senator John Reagan, Senator Tom Sherman, Representative Ned Gordon, Representative Susan Almy, Carolyn Baker, Carlee Nichols, Sylvia Dion, Debra Richardson-Robert, Nancy Crowley, Olivia Gary, Sandra Morin, Sandra Tracy, Jeannine Mercier, Bonnie Gawrys, John Murphy, Louise Rideout

**Who opposes the bill:** Michelle LaMothe, John Holman (Village at Mead Field), John Bisson (Cronin, Bisson, & Zalinsky), Sandra Cote (Great North), Norman Desrochers, Keri Trainor (Great North), Marlena Burns (Great North), Cheryl Demetriou (Great North), Robyn Cote (Great North), Ronald Mosher (Westbrook), Judy McCoubry (Pinewood), Stephen McCoubry (Pinewood), Peter Zsofka (Pinewood), Mike Martinez (Great North), Richard Swett (The Vineyards), Dean Lennon (Marcus, Errico, Emmer, & Brooks), Scott Wolf, Lee Greenwood (Associa), Lou Gargiulo (Great North Property Management), Tom Tessier, Erik Shaughnessy (Mirrione, Shaughnessy, & Uitti), Gary Daddario (NH Legislative Action Committee), Joan Ferguson, Susan Matta, Wendy Solomon, Sheila Lambert, Tricia Boucher, Kevin Chapman, Carrie Ginty, Jesse Medeiros, Curtis Howland, Suzanne Kinder, Ruth Anne Biron, Carol Samson, Greg Handy, Robert Vachon, Michael Feniger (NH Bar Association)

**Who is neutral on the bill:** No one

## Summary of testimony presented in support:

### *Senator Harold French*

- This bill would create a dispute resolution board to assist homeowners' associations, condominium associations, and cooperatives in resolving differences with their residents faster and without having to go to court.
- Currently, courts resolve these private contracts when a dispute does arise.
- The proposed board would be an extension of what is already done; however, Senator French said it would be streamlined and a less expensive route for plaintiffs and defendants.
- If a party does not agree with a decision, they have a right to continue through the court system.
- The proposed board would hear complaints against board members, ensure boards are following their association declarations and bylaws, ensure that proper voting procedures are followed, and ensure associations are complying with their founding instruments.
- **Senator Gannon** said a lot of constituents voiced their concern over term limits because experienced board members would be forced out.
  - **Senator French** agreed that this was a good example of what needed to be changed before the legislation could be pushed forward.
- **Senator Gannon** said people found it intrusive to allow solar panels and other energy solutions because it could disrupt uniformity.
  - **Senator French** replied shoot for a trip to Mars, but take a trip to the moon instead.
- On Page 4, **Senator Gannon** said a dispute would favor a property owner over the discretion of an association; therefore, it seemed like an outcome had already been determined, which would lead to an unbalanced scale.
  - **Senator French** believed if there were a tie in a decision, then it would be weighed more towards a property owner than an association. He asked the Committee to listen to testimony from those who have had problems with their associations over the years.

### *Carlee Nichols*

- Ms. Nichols emphasized that condominiums and cooperatives are very different.
- According to the principles of the International Cooperative Alliance, cooperatives are organizations controlled by members who actively participate in setting policies and making decisions. Elected representatives are accountable to the membership, and members own and maintain control over the cooperative itself.
- Ms. Nichols said that board members have become empowered the longer they cycle through positions. She said rules and consequences should be equally enforced for everyone regardless of whether they are a resident or a board member.

- When a cooperative is created, ordinary people are expected to run multimillion dollar businesses with minimal knowledge; therefore, Ms. Nichols said supervision is necessary.
- From her experience, proposals to improve public areas in her cooperative have been rejected.
- **Senator Gannon** said he owns a condominium, and while he has never been to a board meeting, the current board members enjoy serving on it. He wondered what Ms. Nichols thought about having leadership turnover in places where it was not needed.
  - **Ms. Nichols** asked Senator Gannon if he knew how board meetings were handled, what had been done at them, and if information from them had been disseminated. She said this does not happen; however, she reiterated that cooperatives and condominiums are different.

### ***Representative Ned Gordon***

- Representative Gordon is the Chair of the Condominium Oversight Committee.
- About 2 years ago, a similar bill passed in the House; however, as a result of the pandemic, it was not acted upon in the Senate.
- Last year, the Oversight Committee sponsored a bill that would have created a dispute resolution board for condominiums, but it did not make it out of the House Commerce Committee.
- As a former judge, Representative Gordon said the court system needed to be repaired.
- Currently, superior courts are backed up and priority is given to criminal cases.
- It is difficult for a homeowner to go to superior court because it can be intimidating and an attorney is needed; thus, Representative Gordon believed an alternative dispute resolution board would be appropriate.
- For over 20 years, a dispute resolution board for manufactured housing has operated successfully.
- The Oversight Committee has repeatedly heard about the need to resolve disputes in homeowners' associations; therefore, they believe an oversight and alternative dispute resolution board would be in the best interest of NH citizens. The Committee recognized that some issues still needed to be addressed regarding the relationship between homeowners' and condominium associations and their unit owners.
- **Senator Gannon** reiterated that a lot of constituents found this bill to be intruding on their personal property rights. Some board members are happy to serve for 20 years. Additionally, the bill would allow for solar panels or other alternative energy solutions.
  - **Representative Gordon** understood the concern, but the Oversight Committee was more interested in boards complying with articles and bylaws.

### *Sylvia Dion*

- In her cooperative, Ms. Dion said there has been a board member who has served since 2009.
- She said he exposed himself in front of her and the all-female board members. As a result of her past, she shared that she has suffered from PTSD.

### *Representative Susan Almy*

- In 2009, Representative Almy helped to create the Committee to Study the Laws Relating to Condominium and Homeowners' Associations. She said the Committee has been bipartisan; however, they have suffered from quorum issues.
- While the study committee did not meet prior to the bill being introduced, they felt it was an important issue.
- This bill would allow failing condominium and homeowners' associations to turn themselves around.
- Representative Almy recognized the concerns over the term limits provision. People may not want to serve because they are older or disabled.
- The Legislature is unable to make laws that cover all of the situations that an association might find itself in, which is why a dispute resolution board is needed.
- What might work for a larger association might not work for a smaller one. In addition, some associations do not have bylaws, so there is a lot of variation among them.
- A dispute board would be neutral and it would be composed of all interested parties.
- Cases would be decided, and pending an appeal, they would become case law. Representative Almy said this would be a better alternative compared to the Legislature creating laws on how varying types of associations should operate.
- Representative Almy concluded that the study committee needed to meet again to discuss potential changes.

### *Olivia Gary*

- Ms. Gary said their park was well kept and maintained prior to them becoming a cooperative.
- Currently, their cooperative is run by one person and she felt he was doing a lousy job. Also, she felt the board was not enforcing any rules.
- **Senator Gannon** asked why Ms. Gary had not run to be on the board.
  - Ms. Gary said some people have been on the board, but that one person has told everyone what to do and they are unable to get him off of it.

### *John Murphy*

- Mr. Murphy said his cooperative is in a managerial default on their loan agreement. He believed this was a result of the board of directors and ROC-NH not following bylaws and other policies.
- According to Mr. Murphy, ROC-NH was supposed to train board members and provide monthly reports.
- An annual report was required by April 1<sup>st</sup>, 2021. Mr. Murphy said the report was submitted late in August 2021 with incorrect information. For example, the total expenditures of the cooperative were listed as \$30,000; however, the salary of the maintenance manager, who is also the cooperative president, was \$65,000 a year.
- This bill, according to Mr. Murphy, would hold boards accountable when bylaws and policies are violated.

### *Sandra Morin*

- Ms. Morin said an elderly neighbor in their cooperative has encountered mold and drainage issues. The drainage pipes have caused water damage, and after making the board aware of these issues, Ms. Morin said she was charged \$2,400 to have it fixed.

### *Bonnie Gawrys*

- In January 2021, Ms. Gawrys began serving as a secretary to the board of directors. In that position, she found that bylaws, which were set by ROC-NH, were not being followed. For example, meetings were held privately and the public was unable to attend them.
- Ms. Gawrys said the property she purchased was sold illegally because it did not have an occupancy or building permit. Consequently, she is unable to sell her property and she is unable to collect on her homeowners' insurance.
- According to Ms. Gawrys, Community Loan Fund had a responsibility to ensure that there was an occupancy permit before her mortgage was issued.
- Ms. Gawrys said this bill would protect people who buy into cooperatives.
- **Senator French** asked if their park was located in Allenstown.
  - Ms. Gawrys replied in the affirmative.

### *Louise Rideout*

- In October 2018, Ms. Rideout said they became a cooperative with assistance from Community Loan Fund.
- ROC-NH requires every cooperative to hire a management company.
- Since 2021, their cooperative has defaulted on their loan and auditors were unable to reconcile over \$150,000.
- Without a dispute resolution board, Ms. Rideout felt that lenders would take advantage of people.



- When their cooperative secured the loan from Community Loan Fund, they were charged 1.5% on \$18 million, which is \$270,000. Ms. Rideout believed that was a lot of money to charge people who have low-to-moderate incomes.
- If this bill did not move along, **Senator French** urged Ms. Rideout to stay in touch to see what could be done through existing agencies.
- **Senator Bradley** asked who got the 1.5% fee and who paid for it.
  - **Ms. Rideout** said Community Loan Fund charged 1.5% of the purchase price of \$18 million.
- **Senator Bradley** asked if the entire cooperative was charged.
  - **Ms. Rideout** said the \$270,000 was just for their cooperative.
- **Senator Bradley** asked if their members paid for this for the purposes of getting the loan.
  - **Ms. Rideout** said this was in addition to the \$7,000 to \$8,000 a year technical fee they pay to Community Loan Fund for assistance.
  - **Ms. Morin** believed this was predatory lending because she was paying 9% on her loan.
- Ms. Rideout believed there has been a mismanagement of funds, and she asked the Committee for help if this bill did not pass.

**Summary of testimony presented in opposition:**

***Lou Gargiulo, CEO, Great North Property Management***

- Great North Property Management is responsible for managing more than 20,000 condominium and homeowners' association units, which house roughly 75,000 people.
- Mr. Gargiulo believed this bill was a solution in search of a problem that did not exist enough to warrant creating another government board. It would increase legal fees and litigation as well as substitute the vested interest of an elected board with an appointed board of outsiders who do not understand the dynamics or needs of a particular property.
- An association would be required to have a minimum of 3 board members who serve 2 terms. A board member would be unable to serve subsequent terms until others have served. Additionally, board members are required to live on site at least 75% of the year.
  - Mr. Gargiulo said it was almost impossible to get people to serve, and those who do serve are dedicated professionals. Further, he said investment owners who have a significant interest in their property would be discounted because they do not live there at least 75% of the time.
- He was not opposed to alternative energy sources; however, roofs and land are often owned by an association. Since each individual owner has an equitable interest, then he wondered what right someone had on the first floor to install a

- solar panel on the second floor. Additionally, alternative energy sources could include solar panels, windmills, or any other available alternatives.
- Even if a dispute board were established, Mr. Gargiulo said an association would retain counsel. Further, appealed cases would still go to the superior court.
  - This bill would impact the governance of community associations, while having an indeterminable fiscal impact on taxpayers.
  - Mr. Gargiulo concluded that this bill was not ready; instead, it needed to be more specific and carefully crafted.
  - **Senator French** said he took it that Mr. Gargiulo liked the bill.
    - **Mr. Gargiulo** said he appreciated the work done, but he did not think its impact was thought through. He believed this was not the kind of board that would function well and its costs were unknown.
  - **Senator French** asked if the underlying idea of a dispute resolution board was not entirely objectionable.
    - **Mr. Gargiulo** said it might be preferable to include language in the condominium statute, RSA 356-B, that an association should have a dispute resolution process. This would replace having an outside board with indeterminable costs that does not understand the landscape of a particular condominium association.
  - **Senator Bradley** asked if Mr. Gargiulo could comment on cooperatives since they are different.
    - **Mr. Gargiulo** said that was not his area of expertise. He has been involved with homeowners' and condominium associations for 30 years; thus, he said he does understand their landscape and idiosyncrasies. He did not approve of stripping them of their responsibilities.

***Richard Swett, President, The Vineyards***

- All resident disputes have been settled through the framework of their condominium association bylaws and rules.
- This bill is unnecessary because sufficient regulations exist in RSA 356-B along with association declarations, bylaws, and rules.
- Mr. Swett said there should be no obligation to favor one party over another.
- He felt the substitution of common law and rules of evidence would lead to subjective and inconsistent decisions.
- Further, he believed RSA 356-B:71-79 would be counter to the concept of self-governance. In his association, existing unit bylaws have provided for good governance and transparency.
  - For example, 10 days prior notice is required for board meetings, 20 days prior notice is required for annual meetings, open forums are required at all board meetings, and meeting minutes are distributed in a timely manner.
- Terms limits of 2 consecutive terms already exist for the board of directors.

- RSA 356-B:71 would provide for final relief through an appeal to superior court. This is already provided without appearing before a dispute board. He believed this would prolong disputes and add an unnecessary layer to legal processes.
- Mr. Swett felt homeowners' associations and cooperatives should have a statute similar to RSA 356-B. This would ensure they have documents that include acceptable governing standards to help settle issues that arise between an owner and an association.
- If owners are unhappy with their elected board, the remedy would be to elect a different one.

***Dean Lennon, Attorney, with Marcus, Errico, Emmer, & Brooks***

- Attorney Lennon said there is not an epidemic of renegade boards run amok. Instead, the Committee is hearing testimony from people who have particularized problems.
- This bill would replace the judgement of board volunteers with an unelected, potentially inexperienced 6-member dispute resolution board.
- Similar to Congress, homeowners' and condominium associations have boards that make and enforce laws.
- Attorney Lennon believed this bill would be biased because boards would no longer have sole discretion.
- Attorney Lennon said it would only take 2 or 3 board members to overrule a bad one.
- Similar to previous speakers, he was concerned with the provisions regarding term limits and alternative energy solutions.

***Scott Wolf***

- Mr. Wolf owns a property management company that manages 15,000 homeowners' and condominium associations.
- He said he would sell his home if this bill were passed.
- A majority of problems are settled by the governing documents of an association. In his experience, there have only been a few times where a situation required an attorney.
- In his association, they have looked to change their documents to reduce the quorum to 25% to have an annual meeting or a vote. He said that people needed to get involved more. He was amendable to changing the term limits provision to staggered terms that expire once per year; however, he believed there needed to be consistency on boards.
- Mr. Wolf believed a lot of complaints are caused by buyers or owners that do not understand the documents they have signed.
- He concluded that a one-size-fits-all approach would not work because homeowners' and condominium associations have different styles and designs.

### ***Lee Greenwood, Associa***

- Associa is the largest community association management company in the U.S. In NH, they employ 150 people, and manage 2,500 units and over 350 associations.
- This bill would alter and disrupt the housing model that nearly 260,000 residents have chosen to live in. Residents have chosen to live in this model, according to Mr. Greenwood, because they prefer local control.
  - According to the Community Associations Institute, 90% of residents have rated their experience as either being positive or neutral. Roughly, 75% of those polled opposed state regulations on their housing model.
- While there are outliers, Mr. Greenwood said the industry and marketplace have been successful and vibrant. This bill would make NH an outlier in New England, and the only state to have a one-sided process.
- Mr. Greenwood felt the board would be one-sided and unfair; thus, it would increase housing costs since everyone would appeal to superior court.
- If a bill alters an entire industry, Mr. Greenwood believed all stakeholders should be involved in its drafting.

### ***Michael Feniger, Chairman of the Condominium Section, NH Bar Association***

- Currently, homeowners' associations are not defined in statute; therefore, similar to the Condominium Act, a new statute is needed to define and create some form of control over homeowners' associations.
- Attorney Feniger believed the use of RSA 477, which is a conveyancing statute, was inappropriate because it has nothing to do with control over property after it has been sold.
- The voluntary corporation statute, RSA 292, does establish articles of agreement and bylaw requirements for homeowners' associations. Attorney Feniger said this has helped to establish adequate controls, while the court system can be used to address the concerns of unit owners.

### ***Erik Shaughnessy, Attorney, with Mirrione, Shaughnessy, & Uitti***

- This bill would make a fundamental change to the governance of community associations. As others have stated, this would shift decision-making from elected members to a group unrelated to their community.
- Currently, alternative energies can be permitted by an association; however, this bill would automatically approve them without any vote or community input.
- Attorney Shaughnessy concluded that there are existing provisions that can be used to address a lot of the issues being raised.

### ***Gary Daddario, Attorney, NH Legislative Action Committee***

- This bill would seek implement change on a systematic level, even though a systematic problem does not exist.

- As others have stated, there are existing avenues available without establishing a board. Condominiums and homeowners' associations are already governed by their own documents, statements, provisions, and terms and conditions.
- If passed, this bill would take away a community's design and deprive them of their bargaining power.
- Attorney Daddario believed this bill would blend different branches of government because 2 legislative members would serve on the board, and if a decision were not appealed, then it would be certified in superior court as a judgment.
- A \$250 filing fee would be established for the board, which would be more expensive than lower courts and it would be \$25 less than if it were filed in superior court.
- Attorney Daddario did not believe an individual would have trouble expressing themselves any differently whether in front of a judge or a 9-member board.
- The Legislature has expressly stated that association boards have a fiduciary obligation to their associations. Part of that obligation, according to Attorney Daddario, is enforcing governing documents.
- Initial determinations will be made prior to any statement being collected from an accused association, which does not comport with existing processes.
  - For example, a unit owner may be denied the ability to vote. In a vacuum, Attorney Daddario said that would be concerning; however, it could be that they were denied the right to vote because they were not in good standing.
- This bill would fine associations that have engaged in discrimination, which would overlap with the responsibilities of the NH Commission for Human Rights.
- According to Attorney Daddario, this bill contained an explicit statement of bias within it.

### ***Michelle LaMothe***

- Ms. LaMothe is the president of a 150-unit condominium.
- Based on their 5-member board, a member could serve every 60 years if the term limit provision remained. Ms. LaMothe said not everyone has the time or capability to serve on a board.
- Ms. LaMothe was concerned with Roman 3 on Page 4 where it stated, "No penalty shall be assessed on a property owner that encompasses greater than 30 days accumulated violations. Any penalty properly assessed shall be credited to the property owner to remediate the issue that caused the penalty to accrue. Any improperly assessed penalty shall be credited to the property owner. Property owners may seek restitution, through the condominium dispute resolution board, from the homeowners' association."
  - Under this provision, Ms. LaMothe wondered what could be done to owners who are violating rules that affect others.

- Ms. LaMothe said they were concerned with how the bill was written, but not necessarily with a dispute board itself.

***John Bisson, Attorney, with Cronin, Bisson, & Zalinsky***

- RSA 356-B:71 would not be an appropriate statute to place homeowners' associations and cooperatives in.
- This bill would insert itself into private contract rights that protect the value of homes through rules and processes.
- As others have stated, this bill has bias drafted into it because homeowners would be favored over associations.
- Attorney Bisson was concerned that many clauses and phrases were undefined. For example, what was meant by unreasonably delayed or the failure to follow proper voting procedures.
- Currently, he is serving his third term as association president, even though there is a two-term limit, because no one wanted to do it.
- This legislation would allow people to place a solar array in their yard, even though documents in his association prohibit that from happening.

***Peter Zsofka***

- As an investor, Mr. Zsofka owns 80 units.
- There are instances where expediency is important and a homeowners' right to appeal could prolong a situation.
  - For example, he once had a homeowner that had cockroaches, which could have affected more homeowners' if there had been any delays.
- Reiterating others, Mr. Zsofka opposed term limits because no one wants to volunteer.

***Tom Tessier***

- Mr. Tessier stated that he owns 3 condominiums, and he has served as an at-large board member.
- In 38 years, his association has had only one issue that they resolved through their documents.
- If passed, he believed their 5-member board would resign because they would have no control.
- Mr. Tessier concluded that the system is 99.99% effective; therefore, it made no sense to set-up additional bureaucracy.

**Neutral Information Presented: None**

# Speakers

# Senate Commerce Committee

## SIGN-IN SHEET

Date: 02/1/2022

Time: 9:15 a.m.

**SB 324-FN** An ACT establishing a condominium, homeowners' association, and cooperative dispute resolution board and relative to the authority of homeowners' associations.

Name/Representing (please print neatly)

Name/Representing	Support	Oppose	Speaking?	Yes	No
<del>Susan [unclear]</del>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Speaking?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Michelle LaMothe	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Susan [unclear] Village @ MEADFIELD ASSN CONDOMINIUMS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jared Holman Village at MEAD FIELD	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
John F. Bisson - Cronin Bisson Lalinshy.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sandra Cote Great North Bay	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Norman Desrochers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tracy Senechere - Westbrook Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Keri Trainor - Great North	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Martena Burns - Great North	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Demetriou - Great North	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Robyn Cote - Great North	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ronald E. Mosher - Westbrook	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Judy McCoubry - Pinewood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Stephen McCoubry - Pinewood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Peter Zsofka - Pinewood King Richard	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MIKE MARTINEZ - GREAT NORTH	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Speaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	Speaking?	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	Speaking?	<input type="checkbox"/>	<input type="checkbox"/>



# Senate Commerce Committee SIGN-IN SHEET

Date: 02/1/2022

Time: 9:15 a.m.

**SB 324-FN** An ACT establishing a condominium, homeowners' association, and cooperative dispute resolution board and relative to the authority of homeowners' associations.

Name/Representing (please print neatly)

Name/Representing	Support	Oppose	Speaking?	Yes	No
- Carolyn Baker	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
- Carter Nichols	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
- SYLVIA IDION	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Rick Sweet	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Debra Richardson - Robert	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
- NADY BONDY	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
- Barbara Baker	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
- Dines George	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Thomas Barrett	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
- Sen Harold FRENCH	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Dean Lennon	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Scott Wolf	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Lee Greenwood	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Michael R Fenner, Esq	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 - Lou GANGUARD	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
- TOM TESSIER (WASHWA)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
- Erik Shaughnessy	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Gary M. Daddario	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Rep. Ned Gordon	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

- Rep Susan Almy



# Senate Remote Testify

Commerce Committee Testify List for Bill SB324 on 2022-02-01

Support: 4 Oppose: 12

<u>Name</u>	<u>Title</u>	<u>Representing</u>	<u>Position</u>
Carson, Senator Sharon	An Elected Official	Myself	Support
Reagan, Senator John	An Elected Official	Senate District 17	Support
Solomon, Wendy	A Member of the Public	Myself	Oppose
Lambert, Sheila	A Member of the Public	Myself	Oppose
Boucher, Tricia	A Member of the Public	Myself	Oppose
chapman, kevin	A Member of the Public	Myself	Oppose
Ginty, Carrie	A Member of the Public	Myself	Oppose
Medeiros, Jesse	A Member of the Public	Myself	Oppose
Howland, Curtis	A Member of the Public	Myself	Oppose
Kinder, Suzanne	A Member of the Public	Myself	Oppose
Biron, Ruth Anne	A Member of the Public	Myself	Oppose
Samson, Carol	A Member of the Public	Myself	Oppose
Handy, Greg	A Member of the Public	Myself	Oppose
Vachon, Robert	A Member of the Public	Myself	Oppose
Sherman, Senator	An Elected Official	SD24	Support
Putney, Kenneth	A Member of the Public	Myself	Support

# Testimony

Good morning, Senators

Thank you for the opportunity to speak at this Public Hearing on SB 324-FN.

My name is Dick Swett, a resident of The Vineyards at Stratham Condominium Association in Stratham, N. H.

I was elected to the Association's Board of Directors in October 2017.

I have served as President of the Vineyard Board since September 2019.

I am a retired banker and I have no legal training.

However, my experience in managing the Vineyard Condominium Association affairs brings me to the Public Hearing to discuss SB 324.

1. During my years of service on the Board and as President of the Association, all resident disputes have been settled within the framework of the Association's Condominium Declaration, Bylaws and the Condominium Rules recorded in 2001.

a. The Vineyards Board does not believe that there is a need to establish a dispute resolution board for condominiums when the existing regulations in RSA 356-B are sufficient combined with the Declaration, Bylaws and Rules.

b. The Vineyards Board does not believe the following statement on page 4 of the Bill Review Paper to be fair and balanced: "In the event of a dispute between a homeowner and the association, resolution of issues **shall** favor the property owner...."

c. The Vineyards Board does not agree with the following statement on page 3 of the Bill Review Paper: "The {Dispute} board shall not be bound by common law or statutory rules of evidence but may admit all testimony having a reasonable probative value". Substituting the application of common law and rules of evidence with testimony having a reasonable probative value makes {dispute} board decisions subjective and inconsistent.

d. The Vineyard Board believes that RSA 356-B:35 titled Contents of the Bylaws was to declare that condominium bylaws were to be written “providing for the self-government of the condominium association of all unit owners”.

e. The Vineyard Board believes that the addition of the new subdivisions RSA 356-B:71 through RSA 356-B:79 is counter to the concept of self-government by the unit owners.

2. The Vineyards’ bylaws contain practices that provide for good condominium governance:

a. Governing Transparency

i. 10 days prior notice for BOD meetings

ii. 21 days prior notice for Annual Meetings

iii. Board Meeting require a resident open forum for residents to present issues to the board

iv. Requirement for timely dissemination of BOD and Annual Meeting minutes to residents.

b. Term limits for Directors

i. Limited to 2 consecutive terms

ii. Directors and officers are not compensated

c. The purchaser of a unit signs an acknowledgement that they have received and reviewed the Condominium Declaration and Bylaws.

d. Article VII of the Vineyard Bylaws Compliance

i. The proposed RSA 356-B:74 provides for final relief by appeal to the N. H. Superior Court. This is the same Court that would decide a case without the added burdens and expense required by appearing before the dispute resolution board.

ii. The Vineyards Board believes that the proposed dispute resolution board will prolong the resolution of disputes, adds an unnecessary layer of legal

processes that may be resolved at the same Superior Court, and burdens all parties with unnecessary attorney fees and court costs.

3. The Vineyards' Board recommends deleting all the subdivisions in SB 324-FN that pertain to RSA 356-B.

4. Homeowner associations and cooperatives should have Statutes enacted like RSA 356-B to establish documents that have acceptable governing standards to settle issues that arise between owners and the respective associations.

5. If owners living in condominiums, homeowner associations and cooperatives are not happy with the elected Board's governance, the remedy is to elect new board members. The solution is not to establish a dispute resolution board that remedies the symptoms but does not eliminate the governance problem.

6. It is recommended that the Committee present the evidence that justifies establishing a dispute resolution board, for example

i. Within the past 5 years how many complaints have been received by this committee?

ii. What are the facts of each complaint?

iii. How was each complaint resolved?

It is requested that this presentation be made part of the public record for SB-234-FN.

The Vineyards at Stratham Condominium Association thank the Committee for the opportunity to be heard at this Public Hearing for SB 324-FN.

Dick Swett

To: The Senate Commerce Committee  
From: Norton Newborn, Vice President of The Vineyards at Stratham Condominium Association

RE: SB 324 -FN

As a condominium owner in the Vineyards at Stratham and a Board member there, I have some observations on Bill 324. In addition to the matters raised by my colleague Dick Swett, I want to add profoundly important points of law re Bill 324.

1). The provision whereby two legislators are to sit on the adjudicatory panel established in this bill while serving as legislators is plainly in breach of the very fundamental principle in American law of the separation of powers—legislative, judicial, and executive.

2) The provision whereby “resolution of issues shall favor the property owners” [477:22-b] is a complete travesty upon and a plain denial of due process of law in adjudication of disputes.

3) The provision whereby the president of the NH bar names one of the members of this new tribunal is contrary to basic principles of American law and it would be surprising if there were another instance of such anywhere in America where a private party names members of a public adjudicatory panel or tribunal. Could the legislature provide that the bar president names the justices of the Supreme Court of NH? The Superior Courts? Completely unprecedented and contrary to basic principles of American law that public officials are either elected or named by other public officials.

4) The standard of review for this tribunal -- was the association decision “subjective or unreasonable”—is unprecedented and probably cannot be found anywhere in the American legal system as a standard of review in adjudication and constitutes a basic departure from principles of the American legal system, federal or state or administrative adjudications for review of legal rulings.

While there are numerous other problems with this bill, these several extraordinarily profound breaches of very basic American legal traditions suggests that this bill is not well thought out and it should be rejected in its entirety.

Respectfully submitted and to be made part of the Public Record for SB 324-FN

Norton Newborn

February 1, 2022



**Aaron Jones**

---

**From:** Karmic L Twist <lcoleman18@gmail.com>  
**Sent:** Friday, January 28, 2022 9:44 AM  
**To:** Harold French; William Gannon; Kevin Cavanaugh; Jeb Bradley; Donna Soucy; Aaron Jones  
**Subject:** NH Senate Bill 324-FN.

Hello Committee Members,

**This email serves to officially voice that I am wholly opposed to Senate Bill 324-FN.**

The proposed Senate Bill 324-FN does not promote a harmonious, valued community association for owners or allow Boards to protect association assets.

Unfortunately, I cannot be at the State House 2.1.2022 but implore you to read this as part of the consideration.

Further, I volunteer to participate in your committee or any other, either by advisement or appointment, to contribute to common sense improvements to the NH Condominium Statute in the future. There are certainly more relevant, important, and beneficial topics to consider in that area.

Thank you,  
Linda Coleman  
Condominium Owner

## Aaron Jones

---

**From:** Gary Vallo <gary.vallo@silverlakeestatesnh.org>  
**Sent:** Friday, January 28, 2022 2:33 PM  
**To:** Aaron Jones  
**Subject:** Bill 324-FN

Dear Senator Jones:

I am writing on behalf of the Silver Lake Estates Condominium Association Board and the members of our community to urge you to vote "NO" on Senate Bill 324-FN.

The passage of Bill 324-FN will have a profoundly negative impact on Silver Lake Estates and 55+ communities like ours. Bill 324-FN creates a dispute resolution board and a dispute resolution process that is systematically biased in favor of the small number of condo owners who flagrantly disregard rules, and biased against the majority of condo owners who establish such rules in the best interests of their communities. It will make prudent governance of condo associations virtually impossible, by making enforcement efforts by duly elected Boards of Directors feckless and irrelevant. Bill 324-FN will create an unimpeded path to court orders in favor of baseless claims, without due process for condo associations. If passed, the Bill will result in the mass resignation of current volunteer Board members, the inability of condo associations like ours to attract Board members to serve, and an explosion of legal costs for senior citizens on fixed incomes who reside in communities like ours.

In terms of broad public policy, Bill 324-FN will discourage the continued development of 55+ communities like Silver Lake Estates. Such an outcome will force a burgeoning senior citizen demographic to remain in single-family homes, contrary to their best interests, and suppress already low housing inventories that are driving single-family home prices up and up. Bill 324-FN will also negatively impact condo high-density housing which aims to optimize land use and conserve our environment. Finally, Bill 324-FN enhances the "rights" of those who break rules rather than the vast majority of citizens who abide by them. The consequences of such policies are clearly evident in the breakdown of civil society across our nation. Legislation that furthers this trend should be vehemently opposed.

The members of the Silver Lake Estates community strongly encourage you to vote "NO" on Senate Bill 324-FN.

Best regards,

Gary J. Vallo  
President  
Silver Lakes Estates Condominium Association  
Hollis, NH

## Aaron Jones

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**From:** Wendy Solomon <wendysolomon47@comcast.net>  
**Sent:** Sunday, January 30, 2022 12:07 PM  
**To:** William Gannon; Kevin Cavanaugh; Jeb Bradley; Donna Soucy; Aaron Jones  
**Cc:** Harold French; 'Wendy Solomon'  
**Subject:** SB 324 Opposition vote

Dear Senate Commerce Committee member,

When I sent my original email, I received a delivery error for some members, so I apologize if you are receiving this again.

Re: SB 324

I would like to address the proposed regulation on page 4, section VI, sentence #2 which reads:

“No homeowners board member shall serve subsequent terms unless and until every other member of the homeowners association has served on the board”

As a condo owner for over 15 years, I have attended most association board meetings and observed that owner attendance is less than 40% suggesting that owners do not wish to get involved or may be unable to be involved. Even for the board required annual meeting and the budget review, a majority of owners do not attend or do not send in a proxy. Our association has even tried to encourage attendance by offering refreshments and monetary benefit and even then attendance is low. Being aboard member requires more than being a warm body. It requires a quality commitment and not everyone is suited for that.

The regulation mandates/dictates that all owners will have to serve on the board at some point. How does one “force” that on an owner? Owners should have the right to decline for whatever personal reasons they may have. Reasons in my experience have been: working late hours and not being able to attend meetings, job related work load that limits free time, family responsibilities, medical issues, or just not wanting to get involved in the operations of the association. Many people choose a condo so that they can live without additional burdens of home ownership. They pay their fees and that’s it, they do not want the responsibility of being on a board.

If this regulation were to become law, I suspect that the result would be an immediate dissolution of current boards giving way to a lack of managing continuity for those that are then expected to make up the new board. This would certainly not be a benefit to the homeowners association. A board should be comprised of persons who want to serve, not those who are obligated to serve.

No state law should dictate the participation by anyone on a board of volunteers.

I am opposed SB 324.

Sincerely,  
Wendy Solomon  
Chickering Meadows Condominium Association  
212 Cardigan Drive Unit C  
Pembroke, NH 03275



February 1, 2022

The Honorable Harold French, Chair  
Senate Commerce Committee  
107 North Main Street  
Concord, NH 03301

Dear Chairman French, Vice Chair Gannon and Members of the Committee:

On behalf of Associa and our nearly 150 New Hampshire-based employees, I am writing to respectfully oppose **SB 324, an Act establishing a condominium, homeowners' association, and cooperative dispute resolution board and relative to the authority of homeowners' associations.**

The legislation seeks to create a costly new state regulatory board to litigate complaints from community association members levied against the associations they are a part of. Importantly, the new state board, funded in part with an "indeterminable" amount of tax dollars, would only be permitted to hear cases brought by property owners.<sup>1</sup> The proposed board is prohibited from hearing cases brought by associations against rule-violating property owners, which is the very definition of an unfair and unjust one-way system.

While well-intentioned, the effects of the legislation would be to override the individual choices of the 265,000 New Hampshire residents who choose to live in a community association of one form or another.<sup>2</sup> Nearly 20% of the state's residents call a condominium, homeowners association, or cooperative their home, yet this bill would remove much of their agency to live in a housing model that nearly 90% of them rate as "positive or neutral."<sup>3</sup>

If enacted, New Hampshire would be an outlier in this realm. Legislation like this has been considered and rejected in numerous state legislative bodies (including in New Hampshire). In fact, no other state in our region has any analogous type of board, and none of the handful of states throughout the country that have enacted laws have developed such a one-sided process.

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<sup>1</sup> See the Fiscal Note attached to SB 324.

[http://www.gencourt.state.nh.us/bill\\_status/legacy/bs2016/billText.aspx?id=2152&txtFormat=html&sy=2022](http://www.gencourt.state.nh.us/bill_status/legacy/bs2016/billText.aspx?id=2152&txtFormat=html&sy=2022)

<sup>2</sup> Community Associations Institute New Hampshire Facts and Figures.

[https://www.caionline.org/Advocacy/LegalArena/Laws/Documents/Facts%20%26%20Figures/NH\\_FactsFigures.pdf](https://www.caionline.org/Advocacy/LegalArena/Laws/Documents/Facts%20%26%20Figures/NH_FactsFigures.pdf)

<sup>3</sup> *ibid*

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Unfortunately, the bill does not stop there. The language imposing restrictions on homeowners associations would all but destroy the housing model throughout the state. The bill explicitly creates an unfair and biased process that makes it hard to imagine a scenario where an association could prevail, regardless of the facts.

Taken together, the intent of the legislation seems to be to centralize control in Concord, to impose a one-size-fits-all approach, and to invalidate the choices of the hundreds of thousands of residents who call their association home.

Owners who choose to live in community associations are overwhelmingly happy with their choices. They live where they do because they like the idea of local control, of electing their association's board of directors to help manage their community, and because the homes in community associations are typically valued at least 4% higher than other homes.<sup>4</sup>

Simply put, SB 324 represents a solution in search of a problem.

Associa has been working in the community association management space in New Hampshire for almost 4 decades, managing over 25,000 units in more than 140 communities across the state. The market here is vibrant and the last thing we should be doing is enacting barriers that will raise housing costs for the state's 265,000 association residents. Given all of this, we **respectfully ask that you oppose SB 324.**

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<sup>4</sup> *ibid*

## Aaron Jones

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**From:** Susan Dixon <susan\_dixon@live.com>  
**Sent:** Saturday, February 19, 2022 11:36 PM  
**To:** Erin Hennessey; Harold French; William Gannon; Kevin Cavanaugh; Jeb Bradley; Donna Soucy; Aaron Jones; Sharon Carson; John Reagan; Tom Sherman; Ned Gordon; Susan Almy  
**Cc:** Mark Mark  
**Subject:** Concerns over SB 324-FN

Dear Senator Hennessey, Members of the Commerce Committee, and Sponsors of SB 324-FN

My name is Susan Dixon and my husband, Mark, and I live in Deer Park Resort, which occupies land in both Lincoln and North Woodstock, NH. The entire resort is subject to the leadership of the Deer Park Property Owners Association (DPPOA) as well as sub-associations for the different "neighborhoods" within the complex. Accordingly, my property, in Lincoln, NH, falls under the DPPOA and the Lakeside HOA, of which I serve on the Board of Directors. The Lakeside HOA is very small and consists of only 8 owners, 3 of whom must serve on the Board at any given time.

I have recently been made aware that there was a hearing on February 1, 2022 for Senate Bill 324-FN. I read the current text of the bill that is available online, and I have to say, much of the "extra" items that were stuffed into the second part of the bill appear to have been written by someone who doesn't understand the realities of many of the HOAs in NH. There are a number of issues with which I am deeply concerned, both as a homeowner, and a Board Member. Let me detail those issues below:

### Formation of a dispute resolution board

I'm not opposed to the formation of a resolution board for HOAs. There should be a way for owners to dispute decisions of HOA Boards when such decisions are unreasonable. However, I am concerned with the language that states:

"In the event of a dispute between a homeowner and the association, resolution of issues shall favor the property owner and the association shall not have sole discretion over any issue."

The Board is elected by the homeowners to make informed decisions on behalf of the homeowners. If the homeowners are not happy with the Board, there are provisions in the founding documents to recall Board members. There are elections to elect new Board members. Favoring a single property owner over the Board is a way of allowing a solitary homeowner to do something (cut down a tree, change the exterior of their building, causing monies to be spent over budget, etc.) that is not necessarily supported by the majority of the homeowners in the HOA or that is not in the interest of the financial health of the HOA. Resolution of issues should favor the **majority of the homeowners** in an HOA, not a single property owner. A good Board is already operating in this manner, communicating with owners and gathering feedback on how they feel about issues (and acting accordingly).

### Rules regarding the serving of subsequent terms

The proposed rules regarding subsequent terms and who serves would lead to non-functional Boards.

a.) Board Members are chosen by owners in elections. The State should not be taking away the owners' power to elect the best people for the positions. The idea that everyone should be forced to serve on the Board before a given Board member can serve again takes power away from the homeowners, and will subject them to Board members who are uninterested or unqualified. Consider very realistic scenarios where:

- there is a homeowner who is physically or mentally unable to serve (ie. Dementia, mental health disorders, etc.)
  - there is a homeowner who has served on the Board in the past, but has been removed from the Board via recall.
  - there is a homeowner who has been found to be guilty of financial fraud or other crimes.
  - there is a homeowner who has no interest in serving on an HOA Board and is unresponsive to requests or queries and refuses to participate in business matters. We generally have to beg owners to serve on the Board.
  - there is a homeowner who doesn't have the mental capacity to understand important aspects of the job (the budgeting process, reading financial reports, evaluating contractor bids, managing email, etc.)
  - there is a homeowner who has served on the Board in the past and has made poor financial decisions, putting the HOA in a poor financial position.
- 

I think it is safe to assume that putting any of the above-mentioned individuals on the Board would be harmful to a Board and have a negative impact on all homeowners. Under the proposed rules, homeowners would lose their right to choose Board members based on experience, motivation, and qualifications, and be forced to accept a Board member simply because "it is their turn in the rotation". These scenarios may seem like extreme cases, but they all represent actual homeowners and situations we have experienced in the 20 years we have owned units in Deer Park and belonged to three different sub-associations.

b.) Two-year terms without subsequent terms would have a negative impact on continuity and long-range planning. For example, I am in my second 3-year term on my Board. To be honest, it took me a few years to understand the entire budgeting process, from start to finish. I had to experience the entire process to understand the financial reports, understand the impact of going over budget, and figure out that my HOA owed substantial money to their own Reserve Fund because of years of unbudgeted spending. It is now my mission to get that money paid back by insisting on realistic budgeting and challenging unbudgeted spending, however, it will take many years. If our Board completely rotated every 2 years, people would be leaving the Board as soon as they started understanding how everything works. It would be impossible to follow through on long-range goals such as my goal of eliminating our debt to our Reserves. I've also been focused on forward planning, so that we will have the needed funds to replace decks and roofs when needed without outrageous special assessments. Without continuity, no one will be focused on long-range planning; they will only be focused on their two-year term without consequence to how their actions affect the next Board. Without proper planning, homeowners will be hit with substantial charges when it comes time for major updates like decks, roofs, and roads.

#### **Rule requiring 75% residency requirement**

For HOAs like ours, this is the most impossible provision of this bill.

a.) Deer Park Resort is a vacation resort. Very few owners actually live in their units as a primary residence. Even those that do claim NH as their primary residence often spend a good portion of the year (often more than 25%) in other locations. In our small association of 8 owners, there are only 3 owners that

spend substantial time at their units, and only one owner that would meet the 75% residency requirement. In other words, we would not be able to meet the 75% provision and still form a Board with 3 members.

b.) The requirements for 75% residency and the requirement that 100% of owners must serve before an individual can run for a subsequent term cannot be simultaneously met. Since so few of our owners live at Deer Park, they would not be eligible (according to your bill provisions) to serve on the Board, yet you are saying everyone needs to serve on the Board. How? It creates an impossible situation. Some of our owners never come to Deer Park and use their units for rental income only. My family lived in California for several years, while still owning our unit at Deer Park. We have homeowners from Massachusetts and Rhode Island. The State does not have the power to force people to move from their home states to NH in order to serve on the Board. As stated above, our sub-association could not possibly meet the requirements you are proposing. Other sub-associations in Deer Park, as well as the main DPPOA Board would have the similar issues.

### Provision regarding alternative energy solutions

This provision seems misplaced in a bill related to an HOA dispute resolution Board. I am concerned that this provision was thrown into this bill haphazardly without any substantial detail or thought. Decisions concerning alternative energy solutions should be made by the ownership. The Board should only have to allow these alternative energy solutions if a **majority of the owners** are in favor. If a majority of the ownership does not want these alternative energy solutions, they should not be forced to accept them or forced to allow individual owners to install whatever they want in the name of "clean energy alternatives". Our HOA is responsible for roofs. This provision seems to prevent a Board from controlling what is done to the roofs. What happens if a solar panel installation damages the roof of a building? What if some owners consider solar panels to be an eyesore? What if someone wants to install a windmill on common property? What happens if an owner wants to install an EV charger on common property? How can a Board maintain the appearance of the buildings in their association if they have no power to restrict installations of green energy solutions? This one-sentence provision basically negates large sections of our founding documents that distinguish between common property (outside the unit) and private property (inside the unit), and who is responsible for controlling making decisions concerning each type of property. The State should not be in the position of reversing the founding documents of HOAs across the state because of one provision that has not been clearly thought out or defined.

I hope that the State Senate will consider these comments, as well as the comments which I understand were made at the Feb 1 hearing, before making any decisions on this poorly written bill. Not nearly enough time has been spent investigating the problems these provisions would cause and the negative impact they would have on effective operation of an HOA like ours. I understand that the bill is intended to help homeowners in cases where HOA Boards might be abusing their power or failing to use reason in their decisions, but the impact of this bill, as it is written, would actually do great harm to the ability of Boards to do their job, and thus would end up hurting the homeowners in the long-run.

Thank you for your consideration.

Sincerely,

Susan A. Dixon & Mark S. Dixon

[Susan\\_dixon@live.com](mailto:Susan_dixon@live.com)



(617)921-3482

Physical Address: 5 Lakeside East Dr. Unit 306, Lincoln, NH 03251

Mailing Address: PO Box 670, Lincoln, NH 03251

## Aaron Jones

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**From:** patlawret@aol.com  
**Sent:** Tuesday, February 22, 2022 12:50 PM  
**To:** Erin Hennessey; Harold French; William Gannon; Kevin Cavanaugh; Jeb Bradley; Donna Soucy; Aaron Jones; Sharon Carson; John Reagan; Tom Sherman; Ned Gordon; Susan Almy  
**Subject:** Concerns over SB 324-FN Dixon Email of February 19

Dear Senator Hennessey, Members of the Commerce Committee , and Sponsors of FB 324-FN.

My name is Dave Driscoll and am a longtime owner at the Deer Park Resort. I write in complete support of the eloquent position email sent to all by Sue and Mark Dixon on February 19, and that was directed to our local Senator, the Commerce Committee and the Sponsors of SB 324-FN. I write, not as an official representing Deer Park but as a concerned owner at Deer park. I will not reiterate what was stated in the Dixon email, as I am in complete agreement with all that was stated, although I will have further comments that are set forth below. As the Dixon's indicated, the Deer Park resort is subject to the leadership of the Deer Park Property Owners Association (DPPOA) as well as multiple sub-associations for the different "neighborhoods" within the complex, which in our case is the Lakeside HOA. I serve on the Board of Directors of the Lakeside HOA, along with Sue Dixon and am also the President of the main DPPOA Board at Deer Park. The Lakeside HOA consists of only eight owners with a requirement that three serve on the Lakeside Board. I am in complete agreement with the Dixon's when stated, in my opinion, that before making any decisions on this poorly written bill, not nearly enough time has been spent investigating the problems these provisions would cause and the negative impact they would have on effective operation of an HOA like ours. This is particularly on point with our HOA, as owners simply do not want to serve, for one reason or another.

Regarding the proposed Dispute Resolution Board, I would take the argument one step further in questioning the need for such a board. As I understand it there are presently at least two available government backed organizations that provide "legal aid"; particularly for those of low income; and there may well be others. They are located in Concord and identified as "603 Legal Aid" (93 N. State Street); and New Hampshire Legal Assistance" (117 North State Street). So why the need for yet another bureaucratic government entity? There must be a significant cost associated with setting up still another government board. Taxpayer money! Moreover, condo owners have other options such as voting out the existing board or relocating to a well-run condo association. Why should the government have to take up the banner for owners that simply do not do their own due diligence before purchasing a condo?

In my estimation this entire bill falls under the category of A PROPOSED SOLUTION IN SEARCH OF A PROBLEM.. I believe such a comment was made during the hearing on February 1, which I monitored. I am also of the opinion that there are several terms in the proposed bill that I consider an infringement on my God given rights as provided in the federal and state constitutions. One example is set forth in the Dixon email regarding alternate energy solutions; but there are others. I think legislators sometimes forget our state motto of LIVE FREE OR DIE. Quite simply, government entities should not be taking actions that are in conflict with individual rights to "life, liberty and the pursuit of happiness". I consider the responsibility of all legislators to be figuring out when it is just as well to NOT have a piece of legislation, as it is to have one.

Thank you for considering these comments.

Dave Driscoll

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**Aaron Jones**

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**From:** Karmic L Twist <lcoleman18@gmail.com>  
**Sent:** Wednesday, February 23, 2022 2:22 PM  
**To:** Harold French; William Gannon; Kevin Cavanaugh; Jeb Bradley; Donna Soucy; Aaron Jones  
**Subject:** SB 324-FN

I am wholly **not** in favor of **SB 324-FN!**

It is a highly-flawed piece of legislation that will have detrimental impacts on associations and their ability to govern themselves according to their own documents.

Kindly, follow the voices of the constituents that know and do not pass this bill.

Thank you  
Linda Coleman

## Aaron Jones

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**From:** William Clark <WClark@noyesins.com>  
**Sent:** Wednesday, February 23, 2022 2:26 PM  
**To:** Harold French; William Gannon; Kevin Cavanaugh; Jeb Bradley; Donna Soucy; Aaron Jones  
**Subject:** SB-324-FN

Good afternoon,

My name is William Clark and I deal with many condominium associations and their insurance and believe that if SB 324-FN is passed it will have detrimental impact on associations and their ability to govern themselves according to their own documents.

Although Senate Bill 324-FN, as amended, includes a slight change to the composition of what would be the State's nine-member board and eliminates references to homeowner associations. However, there are still objectionable provisions of the bill and believe this will affect the ability for associations board to govern themselves according to their by-laws. For example:

- 1) Creation of a new state-run Dispute Resolution Board ("DRB") to hear complaints from unit owners against their associations
- 2) Complaints to be received from unit owners but not from associations.
- 3) Initial determinations on the merits of complaints to be made by the DRB without receiving any statement from the accused association.
- 4) Proceedings not conducted according to the rules of evidence with decisions, if not appealed, being entered as superior court orders.

**William H. Clark**  
*Account Executive*  
Noyes Insurance Agency, Inc.  
Phone- (603)536-1735  
Fax- (603)536-4298  
[www.noyesins.com](http://www.noyesins.com)

**Please note that you may not rely on email communication to us to report a claim or to give us instructions to place, bind, change or terminate coverage unless we have subsequently confirmed to you in writing that we have received your message and will be taking the action you have requested.**

## Aaron Jones

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**From:** Gary Vallo <gary.vallo@silverlakeestatesnh.org>  
**Sent:** Wednesday, February 23, 2022 2:39 PM  
**To:** Donna Soucy; Harold French; Jeb Bradley; Kevin Cavanaugh; William Gannon; Aaron Jones  
**Cc:** Silver Lake Estates Board of Directors  
**Subject:** SB 324-FN

Dear Senators:

I am writing on behalf of the Silver Lake Estates Condominium Association Board and the members of our community to urge you to vote "NO" on Senate Bill 324-FN.

The passage of Bill 324-FN will have a profoundly negative impact on Silver Lake Estates and 55+ communities like ours. Bill 324-FN creates a dispute resolution board and a dispute resolution process that is systematically biased in favor of the small number of condo owners who flagrantly disregard rules, and biased against the majority of condo owners who establish such rules in the best interests of their communities. It will make prudent governance of condo associations virtually impossible, by making enforcement efforts by duly elected Boards of Directors feckless and irrelevant. Bill 324-FN will create an unimpeded path to court orders in favor of baseless claims, without due process for condo associations. If passed, the Bill will result in the mass resignation of current volunteer Board members, the inability of condo associations like ours to attract Board members to serve, and an explosion of legal costs for senior citizens on fixed incomes who reside in communities like ours.

In terms of broad public policy, Bill 324-FN will discourage the continued development of 55+ communities like Silver Lake Estates. Such an outcome will force a burgeoning senior citizen demographic to remain in single-family homes, contrary to their best interests, and suppress already low housing inventories that are driving single-family home prices up and up. Bill 324-FN will also negatively impact condo high-density housing which aims to optimize land use and conserve our environment. Finally, Bill 324-FN enhances the "rights" of those who break rules rather than the vast majority of citizens who abide by them. The consequences of such policies are clearly evident in the breakdown of civil society across our nation. Legislation that furthers this trend should be vehemently opposed.

The members of the Silver Lake Estates community strongly encourage you to vote "NO" on Senate Bill 324-FN.

Gary J. Vallo  
President  
Silver Lake Estates Condominium Association  
Hollis, NH

**Aaron Jones**

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**From:** cardiffmgmtcal@mindspring.com  
**Sent:** Wednesday, February 23, 2022 3:12 PM  
**To:** HaroldFrench@leg.state.nh.us; William Gannon; Kevin Cavanaugh; Jeb Bradley; Aaron Jones  
**Subject:** SB 324-FN

I strongly oppose SB 324-FN as drafted. My reasons are well articulated in the article by NH LAC Chair and Vice Chair, Gary Daddario and Dean Lennon. The referenced article, found on line, is entitled, "Attorneys Raise Alarm on Proposed NH Condo Bill. 324-FN would be an unmitigated disaster for HOAs".

I have been serving condominium communities and HOA's as a manager for over 40 years. I find this bill, as drafted, to be shockingly irresponsible not only due to reasons stated in the referenced article, but also as it would encourage disgruntled owners to challenge the obligations to comply with provisions in the legal documents regarding their communities that they had prior to purchase and, by purchase, agreed to comply with. Compliance with those legal documents would also, more likely than not, have been a condition of a mortgage.

Gary and Dean are both excellent attorneys who have specialized in HOA/condominium law for many years and as such, have made significant contributions over the years. Their expertise, opinions and guidance should be carefully considered by the Committee considering this bill.

Cal Davison

## Aaron Jones

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**From:** pbutterf61@comcast.net  
**Sent:** Wednesday, February 23, 2022 7:15 PM  
**To:** Harold French; William Gannon; Kevin Cavanaugh; Jeb Bradley; Donna Soucy; Aaron Jones  
**Subject:** SB 324 FN  
**Importance:** High

I want to, again, voice my strong objection to the above referenced bill. This has the appearance of bureaucratic overreach. The state's condominium association laws have been in effect for several years, however, what is the pressing need to form a board? Especially since the provisions of the bill appear to be unequally applied in favor of owners vs. condo association boards. Among the objectionable portions are the following:

- Creation of a new state-run Dispute Resolution Board ("DRB") to hear complaints from unit owners against their associations (by itself, not at problem, however, see the next item)
- Complaints to be received from unit owners but not from association (what is the legal precedence for excluding a response from the association?)
- Initial determinations on the merits of complaints to be made by the DRB without receiving any statement from the accused association (again, if you only hear one side how can you render a fair decision?)
- Proceedings not conducted according to the rules of evidence with decisions, if not appealed, being entered as superior court orders (so, associations will be allowed to appeal (and hire attorneys) after a one-sided decision was made)

I cannot speak for all condo associations; I can only speak for mine. Simple remedies have existed from the beginning – if an association board is not performing its fiduciary responsibility the owners have a solution – the ballot box. If owners object to a condo board's actions, we make ourselves available. We present our financial performance report at our open annual meeting and have an open discussion period. Unless I've missed the point, it seems the system has been working for some time. However, if you vote to move forward with this bill you have the obligation to include the condo association in both the hearing and decision process – not as an afterthought.

Sincerely,

Peter B. Butterfield, President

Stonebridge Village Condo Association

Plaistow, NH 03865



## Aaron Jones

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**From:** Jim Ellis <jfe831@gmail.com>  
**Sent:** Wednesday, February 23, 2022 10:53 PM  
**To:** Harold French; William Gannon; Kevin Cavanaugh; Jeb Bradley; Donna Soucy; Aaron Jones  
**Subject:** SB 324-FN

I am writing today to express my opposition to SB 324-FN.

As a Trustee of the Oak Ridge Condominium Association in Hudson, NH, I urge you all to oppose this legislation. Many in our 55+ Association rely heavily on the Board to maintain the property and enforce policies written to protect ALL homeowners equally from the type of issues found in outside neighborhoods. Unfortunately, we also have our share of inconsiderate residents that occasionally require reprimand for unruly behavior.

Our 5-member Board attempts to keep peace among our 200 residents in a fair manner, at times under threats of physical harm and vicious public oral assaults. We do this because we care, and without Trustees, there would be anarchy. Property values would drop, and home sales affected negatively. Most residents came here to get away from property maintenance responsibilities and deteriorating neighborhoods.

While creation of the Dispute Resolution Board appears to be an innovative idea, the rules it will be conducted by are unfairly owner oriented. Complaints should be accepted from ALL parties, not just owners. Associations must have the right to not only defend themselves, but also to call witnesses to dispute unfounded accusations. The same rules of evidence used in NH courtrooms should be applied to these hearings to ensure all parties are treated fairly.

This legislation will have detrimental impacts on associations and their ability to govern themselves according to their legal documents. It is difficult managing an association. Adding the threat of a few disgruntled owners attempting to circumvent the efforts of Trustees will result in no one running for the positions, and Associations being turned over to receiverships. The system will collapse, increasing bankruptcies and failures of otherwise well running condominium associations.

Please, I implore you, do not pass this legislation.

**Aaron Jones**

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**From:** Mary Licking <pbhca3@comcast.net>  
**Sent:** Thursday, February 24, 2022 7:22 AM  
**To:** Donna Soucy; Aaron Jones  
**Subject:** SB 324-FN

Commerce Committee of the New Hampshire General Court,  
I am opposed to SB 324-FN. That proposal takes autonomy out of the hands of the affected homeowners, and they are the ones who know best how to resolve disputes regarding their own property.

Mary Licking  
11 Strawberry Bank Rd  
Nashua, NH 03062

**Aaron Jones**

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**From:** Sue Maxfield <gsmax3@aol.com>  
**Sent:** Thursday, February 24, 2022 11:31 AM  
**To:** Harold French; William Gannon; Kevin Cavanaugh; Jeb Bradley; Donna Soucy; Aaron Jones  
**Subject:** SB324-FN

To the Commerce Members:

I am an owner and board member at the Village of Mead Field in Northwood and wish to express my opposition to SB324-FN as amended.

Please vote against passing this bill which will severely limit the workings of the board for its owners!

Thank you  
Sue Maxfield  
Secretary  
The Village at Mead Field

## Aaron Jones

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**From:** Chuck-Murphy <Chuck-Murphy@comcast.net>  
**Sent:** Thursday, February 24, 2022 4:46 PM  
**To:** Harold French; William Gannon; Kevin Cavanaugh; Jeb Bradley; Donna Soucy; Aaron Jones  
**Subject:** Opposition to Revised SB-324-FN

I am asking that you please "**NOT SUPPORT**" the upcoming vote on the revised SB-324-FN.

This legislation needs much more review and many more revisions. The way it is structured it will cause chaos within HOA's and make it almost impossible for Boards to govern properly, according to their documents. Further it will allow one disgruntled homeowner to cripple the abilities and effectiveness of a Board.

**Please vote "NO!!!"**

Thanks for your support  
Chuck Murphy  
Member of the Bramber Green  
Board of Directors

73 Boxwood Path  
Greenland, NH 03840

Sent from my T-Mobile 4G LTE Device

**Aaron Jones**

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**From:** Becky F. <rfranks420@gmail.com>  
**Sent:** Friday, February 25, 2022 10:59 AM  
**To:** Harold French; William Gannon; Kevin Cavanaugh; Jeb Bradley; Donna Soucy; Aaron Jones  
**Subject:** Please do not pass SB 324-FN as amended

February 25, 2022

Dear Committee Members,

I am writing to voice my opposition to SB 324-FN (as amended). As I understand the proposed bill, it calls for the establishment of a Dispute Resolution Board (DRB) that would accept complaints from unit owners without collecting evidence or allowing input from their governing boards. This seems very one-sided and biased.

When unit owners purchase property as part of a condominium, they are well-aware of the governing procedures of their association. Unit owners enter into this partnership voluntarily, and in so doing, agree to abide by the established guidelines in their governing documents. Legislation that undermines a governing body's ability to ensure that unit owners are adhering to established procedures is extremely detrimental to all, especially to the majority of unit owners who follow established guidelines and wish to have their property maintained fairly and consistently.

A dispute resolution board is not ultimately a bad idea, but it should be open to evidence and input from all parties involved, not just unit owners. This legislation, as currently proposed, could seriously impact peoples' wish to invest in condominiums at all.

I urge you not to pass SB 324-FN as amended. Thank you for your consideration.

Respectfully,

Rebecca Franks  
38 Dogwood Ln.  
Newmarket, NH 03857

## Aaron Jones

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**From:** Susan Lefebvre <susanmlefebvre@gmail.com>  
**Sent:** Friday, February 25, 2022 7:31 PM  
**To:** Harold French; William Gannon; Kevin Cavanaugh; Jeb Bradley; Donna Soucy; Aaron Jones  
**Subject:** Amended SB 324-FN

Commerce Committee Members:

I serve on the Board of Directors of Bramber Green Condominium Association in Greenland, NH. Our Condominium Association includes 73 units.

I am concerned about the creation of a new Dispute Resolution Board (DRB) to hear complaints from unit-owners against their associations.

As you know, homeowners associations are required by law to adhere to the covenants, conditions and restrictions (CCRs) of their governing documents. We provide those documents to each prospective purchaser. If he/she cannot comply with our CCRs, he/she can certainly decide not to proceed with the purchase.

If, on the other hand, he/she follows through with a purchase, our governing documents include several provisions that ensure the continued and fair representation of *all* our unit-owners, including the right to call a special meeting and the right to recall a Director.

The establishment of a new Dispute Resolution Board to hear complaints *only* from unit-owners - along with an initial determination on the merits with *no* statement from the association - is fundamentally unfair. Unless the association hires an attorney to appeal that determination, that harm to the association would be compounded when it is entered as a superior court order. Also, note the increased costs this new procedure would impose on associations such as ours, a community of mostly retirees, because all residents are required to be age 55 or older.

I believe the proposed legislation would shift the balance of power from the responsible stewardship of our association by a volunteer Board of Directors in favor of a single unit-owner who - unwilling to serve on the Board - is all too willing to disrupt the Board's handling of routine matters addressed by our governing documents.

Here's the reality. Only a handful of unit-owners at Bramber Green are willing to serve as Directors. We serve because we care about the sound financial management of our association, the good maintenance of our property, and the quality of life in our community. Under this new bill, a disruptive unit-owner could discourage even more unit-owners from serving as Directors, to the point where we no longer had a quorum to transact business.

I don't see how the establishment of a Dispute Resolution Board, for the sole benefit of unit-owners, would improve the governance of our community association.

Susan Lefebvre, Secretary  
Bramber Green Condominium Association  
Greenland, NH

**Aaron Jones**

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**From:** swkessinger@comcast.net  
**Sent:** Saturday, February 26, 2022 1:42 PM  
**To:** Harold French; William Gannon; Kevin Cavanaugh; Jeb Bradley; Donna Soucy; Aaron Jones  
**Subject:** Revised SB-324

February 26, 2022

Dear Committee Members,

I am writing to voice my opposition to SB 324-FN (as amended). As I understand the proposed bill, it calls for the establishment of a Dispute Resolution Board (DRB) that would accept complaints from unit owners without collecting evidence or allowing input from their governing boards. This seems very one-sided and biased. Additionally, our Condominium Documents already provide for dispute resolution.

When unit owners purchase property as part of a condominium, they are well-aware of the governing procedures of their association. Unit owners enter this partnership voluntarily, and in so doing, agree to abide by the established guidelines in their governing documents. Legislation that undermines a governing body's ability to ensure that unit owners are adhering to established procedures is extremely detrimental to all, especially to the majority of unit owners who follow established guidelines and wish to have their property maintained fairly and consistently.

A dispute resolution board is not ultimately a bad idea, but it should be open to evidence and input from all parties involved, not just unit owners. This legislation, as currently proposed, could seriously impact peoples' wish to invest in condominiums at all.

I urge you not to pass SB 324-FN as amended. Thank you for your consideration.

Respectfully,

Steven Kessinger  
42 Dogwood Ln.  
Newmarket, NH 03857





February 1, 2022.

LRMHV CO-OP  
(Lakes Region Mobile Home Village cooperative)  
303 Old Lake Shore Road.  
Gilford, NH 03249

Debra Richardson— Lot A14

Sylvia Dion— Lot H2

Nancy Crowley— Lot H-5

Carlee Nichols— Lot D-10

6/29/2021

LRGHMV Cooperative issues

**From:** gram062151@aol.com,  
**To:** Harold.French@leg.state.nh.us,  
**Cc:** chuck.morse@leg.state.nh.usDOJ,  
**Subject:** LRGHMV Cooperative issues  
**Date:** Tue, Jun 29, 2021 11:23 am

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Dear Mr French,

**HELP!!!!**

Just to remind you, We are the Lakes Region Mobile Home Village Cooperative, Inc.  
303 Old Lake Shore Rd. Gilford, NH 03249

Our community is having a lot of issues, and if you read our documents you already know. Right now I am writing this letter because we have gone through 4 boards just this year. We need help!!

Quite of few people who live here would like to see management come in to show who ever gets on the board how a co-op should run. We had 3 scheduled managements companies set up to come and speak with the members, and the current president canceled them.

I have heard if a co-op has issues with keeping a board that the state will step in and either tell us we have to get management or have another way to help keep boards.

I am really hoping that you can help and get back to me or Stephen Vowels. I hope you can help us out in 2 months we have our annual meeting and that will end up voting in another board.

Thank You,  
Debra Richardson

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THE ELECTED BOARD FOR THE  
2018 YEAR NOTICED MANY  
ISSUES WITH MATHEMATICAL  
ERRORS THAT INITIATED  
LOOK<sup>ING</sup> INTO OUR FINANCIAL  
MORE CLOSELY.

THE DOCUMENT IS IN  
RESPONSE TO MEMBERS  
REQUESTING AN INDEPENDENT  
AUDIT FOR MANY YEARS.

Senator Chuck Morse  
State House  
Room 120  
107 North Main St.  
Concord, NH 03301

Honorable Senator Chuck Morse,

We the undersigned concerned members/residents of Lakes Region Mobile Home Village Cooperative located at 303 Old Lakeshore Rd. Gilford, NH 03249 are writing to ask for your immediate assistance. We are State certified/approved Cooperative as Governed by The State of NH Board of Manufactured Housing.

We have grave concerns about the financial stability of our Cooperative. As you will see in the attached documentation there are many accounting discrepancies/inconsistencies in our financials.

We have tried unsuccessfully to work with our board in recent years, asking for transparency relative to our finances. Most of the board members have been on the board in some capacity for the past 8 years.

In closing, we respectfully request that you examine the documents we have provided. We hope that you will share our concerns and agree that a thorough investigation by the State is warranted.

Signed,

Silvia Dion, Lot H-2

Carlee Nichols, Lot D-10

Debbie Richardson, Lot A-14

Carolyn Baker, Lot B-14

Susan King, Lot C-3

David Sturgeon, Lot E-14

Nancy Crowley, Lot H-5

Doug Killen, Lot C-12

Jay Brown, Lot E-9

~~Mike Dargy, Lot D-14~~

Stephen Vowels, Lot D-11

*Sylvia A. Dion*  
*Carlee Nichols D-10*  
*Debbie Richardson A-14*  
*Carolyn Baker B-14*  
*Susan King C-3*  
~~*David Sturgeon*~~  
~~*Nancy Crowley*~~  
~~*Doug Killen*~~  
~~*Jay Brown*~~  
~~*Mike Dargy*~~  
*Pamela Escamilla E-7*

CC: Attorney General Gordon MacDonald  
Senator Harold French  
Assistant Attorney General Robert Adams  
Karen Soucy, Executive Director, NH Manufactured Housing

**URGENT!!!! Important information regarding LRMHV Annual Meeting on September 19<sup>th</sup>**

My name is Michelle Sykes, I am not a full member but I am an approved roommate at the park. My significant other is William Roster, and owns Unit D9. This document was prepared entirely on my own, using documents that have been provided to park members and publicly available information. These views/opinions/statements are my own and not based on any feedback received from other members of the park.

I am a Tax accountant with over 20 years of experience in a multitude of industries and company sizes. I obtained my BS in Accounting from Bentley University (formerly Bentley College). You can check out my LinkedIn profile and view my education history and my employment background to verify I'm well qualified to have written this.

My background and expertise are important as I'm writing to you using that experience after going through the parks financials, bank statements, check registers, and budgets for the last 12 months. The information provided to you on the following pages is not a personal attack nor is it complaining or whining session. I am helping you as members to understand the dire straits the park is currently in and help you better prepare for your annual meeting on September 19<sup>th</sup>.

All information here-in has been supported by documents you have previously been supplied by the board, you can easily access by requesting from the board, or was available on public websites. Should you have any questions on where the information I'm referring to is coming from, I'll set up a single meeting and invite all that wish to attend.

As a disclosure, I do not have any financial stake in this information nor whether the park finances are rectified or left alone. The hours spent preparing this information for you was done without compensation and for the good of the park.

I apologize for the lengthy packet, however, it was important to provide sufficient examples so you can see the Park is in urgent need of assistance.

Please take this information and read it carefully, formulate questions, come prepared to talk about these findings at the annual meeting. Your participation in all meetings, but most importantly the annual meeting, drives the parks success and failure.

I look forward to meeting you all at the annual meeting!

**The Board of Director Reviews**

- **President's report**
  - You should be concerned a membership if that many records/documents have been lost or misplaced. This is in direct violation of your record retention policy.
    - Was your personal information, such as income/SSN's stored properly and securely?
    - What steps has the Board taken to ensure these documents are not mishandled or disposed of improperly?
  - Member/Roommate fee of \$100 was not voted into budget properly and all members whom paid the \$100 fee are entitled to a refund. No mention on when those refunds can be expected or how many members were affected.
    - If you were overcharged, request your refund immediately!
    - The approved fee was only \$25.00
- **Vice Presidents report**
  - A second mention that records are missing and they've been removed from the office. Again, concerning that this is happening. Why hasn't the board provided a detail listing of what information is missing? Will they notify you if your personal information has been compromised?
- **Secretary report**
  - FYI.. council confirmed recordings can be made. Record your meetings to ensure the minutes accurately reflect the discussions, approvals, and dissent of changes.
  - A third mention that records are missing. This has become a resounding issue.
    - Where most of your current board members have been on the board in one position or the other over a period of 5-9 years does it make you wonder why they are still in office and how they keep "Losing" documents?
- **Treasurer Report**
  - Quotes from the accountants is not fairly represented. It was confirmed Rose Archambault was not asked to submit a proposal to be the accountant nor did she provide the Budget with her name on it.
  - At this time of this writing, I had not yet been able to confirm whether Steven Geer had submitted his own proposal or budget.
  - No mention of the inaccuracies, missing expenditures, incorrect financial statement as prepared by June Barber & Associates.
  - No mention that we overspent the 2019/2020 budget by \$33K already
  - No mention that the proposed budgets for 2020/2021 do not accurately reflect the income or expenditures for the park's operating expenditures.
  - No mention of the \$16K withdrawn from CIP in 2020 to pay for work completed in prior year (2018/2019)? I was unable to locate any approvals from the membership for these expenditures.
  - Gift card rewards are considered to be compensation for work completed. Your insurance policies do not approve of these payments, should any liability arise as a result, the park is at risk of losing their insurance policies.
    - There is no budget for these expenditures, how often and for how much are these typically awarded?
  - No mention of the increase in unpaid rent from 2018 – present and what actions may be taken to reduce uncollectable rent.

**The Board of Director Reviews... continued**

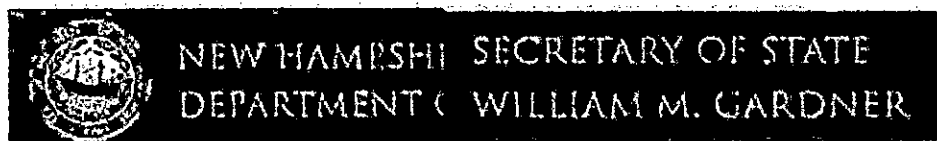
- Operation Manager Report
  - I cannot locate approval from the membership for the following expenditures. These were outside of the budgeted expenditures for the 2019/2020 year and were not agreed to by the membership.
    - Tree work
    - Replacement of 3 Electrical Panels
    - Speed Bump painting
    - Office Door for Unit G5
    - Road Sweeping
    - Underground electrical wiring replaced for Unit G5
  - I cannot locate the following expenditures in the current proposed budget for 2020/2021. Your budget does not adequately reflect you have funds available for these expenditures.
    - Repainting of Unit G5 & both Well houses
    - Storm drain cleaning
    - Tree stump removal

**2020 Annual Report – Due 04/01/2020**

- The 2020 report was due no later than 04/01/2020. It is now nearly 5 months late and subject to late penalties.
- The park needs to approve this form prior to the due date, not after.
- The document submitted for your review is missing page 2, this page has the park financial information on it.
- The state has marked the cooperative as no longer in good standing. Continued status of Not in Good Standing can cause the state to terminate the cooperative, place limitations on bank accounts, and can terminate any insurance policies.

You can view this standing yourself through the following free link. This is public information and can be obtained at any time for any company registered to do business in New Hampshire.

<https://quickstart.sos.nh.gov/online/BusinessInquire/LandingPageBusinessSearch>



Search Business Names

Back to Home

Search Result

Business Name	Business ID	Status
LRM BV	620427	Not In Good Standing



**State of New Hampshire  
Department of State**



L. R. M. H. V.  
700 Old Lakeshore Road Box G5  
Luford, NH 03249, USA

Re: 2020 Annual Report Reminders Due April 1, 2020

Business ID#: 620427

**IMPORTANT NOTICE**

**Your 2020 Annual Report Reminder Due April 1, 2020**

You are receiving this notice as a courtesy reminder to file your 2020 Annual Report Form and/or pay your Annual Fee on or after January 1 but not later than April 1, 2020. You can file your Annual Report online 24 hours a day, 7 days per week! Simply visit our web site at <http://www.state.nh.gov/annualreport> to file your Annual Report online and pay the fee with your MasterCard, Visa, Discover credit card or pre-approved ACH.

"One Click Annual Report Filing" is now available if you do not need to make changes to your business records. If you need to make changes, you must log in or create a QuickStart user account. Once logged into the web site click *File an Annual Report Annual Fee Nonprofit Report*, located in the menu bar, and follow the easy step-by-step instructions.

Upon successful filing, you will be given the option to print a copy of your completed Annual Report and related invoice for your records.

**Proposed By Law Changes – 2020**

Think carefully, the VP's words that not all proposals have been approved by the Cooperative Attorney. No proposal without being approved by the Attorney should be voted on. Ask for clarity as to which proposals those are, and I urge you to NOT vote on them.

- **Add new By Law**
  - This by law indicates you, as the potential seller of the property are solely responsible for the submission of membership or tenant applications.
  - This means potential buyers, have to provide you, someone they do know with their SSN, DOB, copy of a drivers license, and a check.
  - The park would then require you to communicate to buyers the status of their applications, if approved/denied and an explanation why
  - This puts you in charge of confidential information. How would you feel about sharing your, your spouses, your girlfriend/boyfriends confidential information with someone you've never met?
  - This process violates HIPPA and there is no reason why this information should not go directly to the Board where they bear the responsibility of HIPPA violations and or record keeping requirements.
  - With respect to refunds, this By law means you now become financially responsible for refunding applicants when multiple applications are sent in without proof the funds were cashed by the park, nor where payments made to you.
  - The Board is saying they are not fiscally responsible for duplicate payments and violating NH Unclaimed Property Laws.



**Proposed By Law Changes – 2020... continued**

- **Amend 3.5 – Bring the membership fee to \$300**
  - Where we have over \$13K in uncollected funds from 2018-2019 and this number is increasing annually, the membership fee should equal at least 1 month of rent. Anything less requires the existing members to absorb the difference between unpaid rents and the membership fees.
  - The By law mentions nothing about whether existing members are subject to the same membership fee change.
  - Are existing members required to bring their membership fee up to \$300? Within what time frame? What if you can't afford to bring up your membership fee, are you no longer a member?
  
- **Amend 3.9 – Change in loss of membership**
  - Currently the By Law states, membership WILL be revoked if a member endangers the effective operation of the Cooperative.
  - Changing WILL RESULT to MAY RESULT allows favoritism in the Boards decision as to whom loses membership. This has already been apparent in multiple issues found during a review of the records, the independent CPA's finding, and from Ms. Barber's statement.
  
- **Amend 4.8 & 4.9 – Combine the two bylaws into a single By law**
  - Granting the Board of Directors blanket ability to Monitor all homes are owner-occupied is over- reaching.
  - What constitutes Monitoring? Demand to be allowed to walk through your property? Demand to know who's cars are at your home, for how long, and demand you provide an explanation?
  - Allow board members to put up private cameras to monitor the comings and goings of you and your guests?
  - While I wholeheartedly agree the Board is responsible for enforcing all homes are owner-occupied, use methodology similar to the town hall uses. Require copies of utility bills and a signed statement the property is owner occupied annually. Any home that falsifies these documents is subject to immediate expulsion, lawyer fees to expel the resident, loss of membership, breach of contract.
  
- **Amend 8.3 – Limit Director terms to no greater than 2 consecutive 2 year terms.**
  - By agreeing to do so, we can stop the patten of officers holding multiple positions far beyond what the original By laws intended.
  - By limiting terms we ensure a true democracy is created
  - By limiting terms we better ensure records are not destroyed, fraud is not covered up, and makes it easier for future boards to not feel bullied or pressured into not running.
  
- **Amend 8.4 – Vice President takes over the President role and no election until the following Annual Meeting**
  - This By law change violates By law 8.1 which states the Board will consist of 5 members.
  - This By Law change violate By Law 8.2 where members vote for the Board.

**Proposed By Law Changes – 2020... continued**

- **Amend 8.10 – Requires 3 directors to be considered a quorum to vote on a decision**
  - Currently, a board member can schedule a meeting where only 3 of the 5 board members can attend. If 2 vote to agree to the transaction, despite not having a majority of the directors present a transaction can move forward.
  - It creates situations where two board members can control and run the board without the agreement of the rest of the board. There are 5 board members for a reason, it is to create a 2/3 majority and ensure transactions are voted in properly without giving any one board member too much power.
  
- **Amend 8.11 – Require all board members to agree and sign acceptance for a motion**
  - This means if the cooperative is trying to remove a board member, that board member can staunch a motion to remove him/her by simply not approving the motion
  - To ensure multiple view points are heard, not all board members should be required to approve a motion.
  - This motion violates By Law 8.13
  
- **Amend 9.4 – Vice President will Preside at all meetings in the absence of the President**
  - This motion means that no other office other than the Vice President can preside at any meeting where the President is not in attendance.
  - In this day of COVID, it does not make sense we limit who can preside over a meeting
  
- **Amend 9.7 – Ensure all bids are made available to all members to view**
  - All bids should be available to view, however, any board members relationship to the bidder should also be disclosed and the membership should have the right to vote which bid to select.
  - This prevents hand shake agreements, bids to relatives or business interests of the board which may not be lower than other bids
  
- **Amend 11.1 – The records WILL be kept by the Directors in office**
  - We should be amending the record retention chart to read all records remain in the park office unit G5 and none can remain in any director's home.
  - Records allowed to remain in an officer's home violate HIPPA laws
  
- **Amend 11.2 – Records Shall be open to inspection of all members within 15 business days**
  - Shall be wording allows the board to decide on what to share and what not to, it does not guarantee your request will be fulfilled.
  - Current limitation of 5 business days can limit the boards ability to pull records if a request was received on Sunday evening, however, 10 calendar days is a more reasonable expectation.
  
- **Amend 11.2 – Will be available within 5 business days**
  - Current limitation of 5 business days can limit the boards ability to pull records if a request was received on Sunday evening, however, 10 calendar days is a more reasonable expectation.

**Social Committee Budget request**

- At this time, the park is operating at a loss and cannot afford to extend an additional budgeted item of \$800
- Proposal is primarily Garden club however is proposed it's for Garden and Social club expenditures.
- No itemized listing of proposed costs to warrant an \$800 budget annually

**Capital Improvement Plan**

- Capital Improvements are defined by the IRS as:
  - Fixing a defect or design flaw
  - An addition, enlargement, or expansion
  - Rebuilding property after the end of it's life
  - Replacing a major component or structure
  - Adapting property to a new or different use
- Storm drain cleaning is not a capital improvement and should not be listed on this schedule. This is considered a repair and CIP Funds cannot be allocated or used for it.
- Why is the permanent generated listed to be replaced in 2015 if it has a 20 year life and was purchased in 2015?

**Capital Improvement Plan.... continued**

- Electrical Panels needed to be fully replaced by 2017 as listed on the 2019-2020 CIP plan at a cost of \$83K. Only a few were replaced/repared in 2018, however, the CIP schedule shows they were replaced in 2020.
- Water line system was due in 2017 but has now been pushed to 2023-2024. Assuming no CIP funds are used between now and 2023, and the cost of the repair has not increased, we do not have enough funds to cover this project.
  - We are more than \$370K short (\$798K – current CIP bal \$428k). To cover these costs a 4<sup>th</sup> mortgage would need to be obtained, something the park currently cannot afford to do.

**Social Committee Budget request**

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**Auditor report for 2018/2019 Fiscal Year – Concerns & Comments**

- **None of the Auditor supplied financial statements match any of the documents as supplied by your current accountant, June Barber & Associates.**
  - Her records reflect, in error, \$40K MORE in assets than the Auditor records. In my experience, this NEVER happens and due to an accounting error on the part of the bookkeeper/accountant.
- **On the Balance sheet, under “Assets” you will see LOT FEES RECEIVABLE for \$13,017 & \$9,665.**
  - These figures represent how much rent the park was unpaid by members for years 2018/19 & 2017/18. These amounts were deemed forgiven by the Board of Directors.
    - Forgiven debt is considered income to the member and should have been reported on a 1099. Do you know if this was done?
  - For 2018/19 the \$13K of uncollected rent represents 35 months of unpaid/uncollected rent or 3% of your total rent collected annually.
  - Your uncollected rent increased by \$4K from the prior year, meaning this is a perpetual problem.
  - According to the By Laws failure to pay rent results in a late fee of \$15. Continued failure to pay rent results in a loss of membership and a higher non-member rent.
- **On the Balance Sheet, under “Liabilities and Members’ Equity” it shows there were membership fees for 99 members still in the bank. That means no member lost their membership in 2018/2019 for failure to pay rent and no non-member rent was assessed.**
- **On the Statement of Revenue’s for 2018/2019 the auditor shows a profit of \$10K was recognized, however, June Barber and Associates shows a profit of \$25K.**
  - Ms. Barber’s inflated profit is incorrect as she failed to properly document all expenditures and uncollected rent accurately. The auditor records are more accurate
- **Notes to Financial Statements, Note # 5 regarding the mortgages:**
  - In 2030, less than 9 years away, the following loans are due and payable in FULL:
    - Mortgage note with a 2018/2019 balance of \$2,954,876
    - Mortgage note with a 2018/2019 balance of \$317,748
  - Given the park is only paying down \$40K/year in principal we will never be able to pay the Balloon payment in 9 years. This will require new financing agreements very soon.
  - Interest rates are listed at 5.5% & 7.25%. Given interest rates have significantly dropped in recent years, refinancing these loans would be of utmost importance to reduce our debt.
- **Notes to Financial Statements, Note # 8 regarding Concentrations of Credit Risk**
  - Our current cash holdings are being held in a single bank. Those cash balances exceed those protected by FDIC.
  - Should our bank default, we would forfeit any cash in excess of the current limit of \$250,000 (the limit is not per bank account but total cash held at one bank). The auditor listed this as nearly \$300K at risk.
- **Schedule of Information on Major Repairs and Replacements**
  - The Updated estimated repair or replacement costs as updated in 2017 are NOT reflected on our current CIP schedule. Meaning the CIP funds needed is not accurately being calculated.

**Auditor report for 2018/2019 Fiscal Year – Concerns & Comments... Continued**

- **Drouin Associates Audit Notes:**
  - Board received this letter from Drouin over a month ago, what steps have they taken to ensure these recommendations are followed for the upcoming 2020-2021 year?
  - Collection efforts are the Accountant’s responsibility and she should be taking action in line with the Board By Laws. If the Board wishes to absolve anyone of uncollected rent or change the By Laws, they must do so through appropriate channels and not prevent the accountant from doing his/her job with respect to collections.
  - ALL Accountants are aware that funds are not to be disbursed without adequate support.
  - Missing invoices/records is not excusable... we are a small cooperative with relatively small number of invoices. Inexcusable records could not be found.
  
- **June Barber Response to audit notes**
  - Her response “I was told it was on a need to know basis and I didn’t know” incredibly disrespectful, rude, harassing, and could be construed as an attempt hide fraud by the Board.
    - We requested her presence at the Board meeting on September 19<sup>th</sup> but our request was denied by the Board.
    - Wouldn’t you like to know what current Board member is deliberately made this statement to your accountant and why they are hiding information?
    - Are Board members forgiving their own rent?
    - Rent forgiveness is not an available remedy per our By Laws for any member.
  - Disbursements need adequate documentation. There seems to be a hint in one of the Board notes that documentation and expenditures are not valid.
    - The Membership needs to explore whom is providing questionable support and why expenditures are invalid.
    - Expenditures need to be supported by an invoice or receipt and must be for a valid business reason.
      - Breakfast for a Director meeting is not a valid expenditure, travelling to visit the bank is not a valid expenditure, etc..
  - In my review of her prepared financial statements vs those supported by the check registers and bank statements, I found that her financial statements are extremely inaccurate.
    - Example: RE Taxes per 06/2020 income statement reflect we’ve paid a total of \$29,313, however, the Town of Gilford and our Check register show we’ve paid in a total of \$47,579.40. A difference of over \$18K!

<u>Date</u>	<u>Check#</u>	<u>Payee</u>	<u>Amount</u>
11/11/19	2941	Town of Gilford	(4,001.20)
11/12/19	2943	Town of Gilford	(2,092.80)
12/09/19	2957	Town of Gilford	(14,088.00)
03/07/20	3013	Town of Gilford	(5,068.40)
03/17/20	3013V	Town of Gilford	5,068.40
03/17/20	3015	Town of Gilford	(5,168.40)
05/14/20	3040	Town of Gilford	(7,004.00)
06/29/20	3059	Town of Gilford	(15,225.00)

**Auditor report for 2018/2019 Fiscal Year – Concerns & Comments... Continued**

- Example: Per 06/2020 income statement, Ms. Barber shows she has paid herself a total of \$2,342.45, however, cashed checks show she received payments totaling \$5,922.00. Should trust an accountant that cannot properly record payments to herself?

Check Date	Check	Amount	Payable to
10/01/19	2901	(658.00)	June Barber Associates
11/01/19	2925	(658.00)	June Barber Associates
12/02/19	2953	(658.00)	June Barber Associates
01/01/20	2971	(658.00)	June Barber Associates
02/01/20	2989	(658.00)	June Barber Associates
03/02/20	3006	(658.00)	June Barber Associates
04/01/20	3020	(658.00)	June Barber Associates
05/01/20	3030	(658.00)	June Barber Associates
06/01/20	3047	(658.00)	June Barber Associates

- Accounting support sounds hap hazard at best. She should know better and have a better filing system if she is in the business of Bookkeeping.
  - In my 20+ years of accounting experience I've never seen any bookkeeper use a single file to keep track of any business expenditures. In 2020, all records should be in digital format.
- Adequate support for funds will eliminate any duplicate payments. Petty Cash should be rarely used, not for board member reimbursement, for expenditures where you cannot obtain a check timely, or where they will not permit payment with a purchase order/invoice.

**2019/2020 Budget vs Actual Expenditures**

The following screen shots, show the comparison of the actual to the budgeted amounts spent thus far. Any amount NOT highlighted indicates we exceeded our budget or was not an approved expenditure:

	10/19 - 09/20 Budget Approved	YTD Balance as of 07/20 Income not detailed by source as detailed info was not avail.
Revenue		
Rental Income (99 units)	433,620.00	370,954.81
Late Fees		
Other Income - Sale of A2		3,000.00
Transfer from CIP Reserve Account		16,880.15
Tent Refunds - prior year expense		780.00
Applicant Fees		
Total Revenue	433,620.00	391,614.96

Continued on next page.

**2019/2020 Budget vs Actual Expenditures.... Continued**

Annual Meeting	1,200.00	
Call multiplier	254.00	259.09
Office - Heat	924.00	2,246.16
Office - Internet/Electricity	1,200.00	754.08
Office - Maint	600.00	
Office - Taxes	504.00	560.00
Office Supplies & Postage	1,440.00	
Community Loan Fees	2,400.00	
Insurance - Liability	2,100.00	2,336.00
NH Annual Report	35.00	75.00
CPA Co & Bond Fee	7,896.00	5,463.13
Utilities - Electricity	7,500.00	5,410.34
Utilities - Sewer	21,396.00	815.00
Operation - Maint/Repairs (Sweeping, speed bump paint)	3,996.00	
Operation - Tree Service	6,600.00	1,900.00
Operation - Trash	12,612.00	9,455.40
Operation - Snow Removal	4,200.00	4,200.00
Operation - Water Testing & Comp	4,596.00	2,693.40
Operation - Water System State of NH Permit	300.00	300.00
<b>Operations Total</b>	<b>32,304.00</b>	<b>19,463.80</b>
Professional - Accountant/Auditor	7,896.00	6,530.00
Professional - Legal	2,400.00	2,473.60
Replacement - Reserve (CIP)	42,000.00	35,000.00
Taxes - Real Estate	36,000.00	47,019.40
Taxes - Federal Income		1,300.00
Taxes - State (NH-BET)	1,500.00	1,350.00
MVSB mortgage payment	197,880.00	164,889.80
MVSB 2nd mortgage Payment	21,396.00	17,736.30
NHCLF Mortgage Payment	28,380.00	25,694.40
<b>Subtotal Expenditures</b>	<b>417,216.00</b>	<b>328,581.10</b>
<b>Unbudgeted Expenses</b>		
NSF rent		1,825.00
Bank Charges		100.00
Credit/Background Checks		659.50
Membership Fee refunds		1,425.00
CIP Expenditures		16,880.15
Locksmith		1,010.00
Chamberlain Electric		366.30
Rowell's Services		3,626.83
AJ Foss		1,252.50
Gilford Well Company		300.00
Purchase of Lot A2		3,000.00
Forgiveness of 3 mo rent to new A2 owner		1,095.00
Reimb to Robert for Tree service?		50.00
Reimb Unknown - Nancy Price		512.41
Reimb Unknown - David Berube		1,347.38
Reimb Unknown - Dave Berube Cash for 10th Anniv Party		750.00
<b>Subtotal Unbudgeted Expenditures</b>		<b>33,450.07</b>
<b>Total Expenses</b>	<b>417,216.00</b>	<b>372,031.17</b>
<b>Profit / Loss</b>	<b>16,404.00</b>	<b>19,563.79</b>

**2019/2020 Budget vs Actual Expenditures.... Continued****Accounting / Misc. issues**

- **By Laws require 2 Board members to sign all checks. Of the 153 checks cut YTD**
  - **33% were not in compliance with the By Laws**
    - **47 were signed by David Barube & June Barber**
    - **1 signed by David Barube only**
    - **1 signed by Sylvia only**
    - **1 signed by Sylvia & June Barber**
  - **Board Members knowingly violated By Laws and should be removed from office and forbidden from running again**
  
- **Lot K2 – Unoccupied**
  - **The By Laws state the vacant property must be listed to low income families for 30 days then listed for all income families if still available after 30 days. What actions has the board taken to list this empty lot?**
  - **We are losing valuable rent for each month it remains empty**
  
- **Lot A2 Was purchased and sold without Member consent for \$3000**
  - **Lot A2 was purchased for \$3000, the former tenant was paid for moving expenses not approved by the membership, and legal fees associated with the lot were absorbed by the membership.**
  - **Lot A2 was then resold the same day, at a loss, without member knowledge or opportunity to bid on the property to:**
    - **a relative of a current member for less than Fair Market Value (FMV)**
    - **given 3 months of free rent**
    - **Sold to an LLC and known to not be owner occupied**
    - **It was purchased as an investment property and subsequently sold for \$63,000. Quite a profit for the LLC owner.**
    - **The Board knowingly sold at a loss rather than attempt to recoup lost membership fees, rent, legal fees to bring the park finances back into whole.**
    - **The Board did not follow By Laws and didn't sell to a low-income family**
    - **The Board did not follow By Laws and knowing sold to a non-owner occupied company**
    - **The Board did not act in the best interest of Cooperative.**
    - **The Cooperative will be liable for Federal income taxes for selling the lot at less than FMV.**
  - **Board Members knowingly violated By Laws and should be removed from office and forbidden from running again**
  
- **Non owner-occupied Lots**
  - **There are currently several lots that are non-owner occupied and the Board has not made efforts to remove membership, has not instated non-member rent, and has not evicted or expelled the owner from the property.**
  - **By Laws require the Board to take action on such matters, it is NOT discretionary per our By Laws.**



**2019/2020 Budget vs Actual Expenditures... Continued**

**Accounting / Misc. issues**

• **June Barber Associates Bookkeeping**

- Bank Statements do not match the financial records she prepares. I tried reconciling cash monthly and could not get to the numbers she has on her Balance sheets monthly.

**Example:** Below is a schedule of Rent/application fees as recorded by June Barber vs what the Bank shows we received. As you can see, many months they do not match. They do not appear to be a timing difference as bank deposits rarely happen on the first of the month per the bank statements.

	<u>Receipts</u> <u>Recorded Per</u> <u>June on Check</u> <u>Ledger</u>	Receipts per bank statements	<u>(Over reported</u> <u>receipts) / Under</u> <u>reported Receipts</u> <u>on books</u>
October-2019	34,962.00	31,524.00	(3,438.00)
November-2019	43,032.50	45,725.50	2,693.00
December-2019	37,480.00	37,480.00	-
January-2020	33,714.00	33,714.00	-
February-2020	41,933.00	34,459.00	(7,474.00)
March-2020	37,505.00	44,614.00	7,109.00
April-2020	37,627.31	30,287.00	(7,340.31)
May-2020	31,703.01	38,045.00	6,341.99
June-2020	38,700.00	38,225.00	(475.00)
July-2020	38,670.46	38,181.00	(489.46)
August-2020			-
September-2020			
<b>Total</b>	<b>375,327.28</b>	<b>372,254.50</b>	<b>(3,072.78)</b>

- She changes the beginning balance of the cash account after she supplies the coop the financial statements. This is never allowed in accounting!

**Bank Reconciliation**

**Per Joan**

	<u>Apr-20</u>	<u>May-20</u>	<u>Jun-20</u>	<u>Jul-20</u>
Beg Balance per G/L	105,731.85	??? No Bal	106,352.78	119,526.47
Beg Balance	105,358.86	113,759.64	106,247.78	119,984.47

- Accounts payable figures on the Balance sheet should reflect actual amounts due or estimates for bills not yet received. Her figures are grossly under calculated and stagnant. Her figures are erroneous give a false sense of what the park has for resources to pay.
- She continues to show revenues for 99 units, however, we know we aren't collecting 99 units of rent as unit A2 has been vacant & was forgiven for 3 months of rent, Unit K2 is empty , for 5 months this fiscal year we have been assessed back check fees for rent checks that bounced, and we have historically 3% of uncollected rent annually.

Accounting / Misc. issues... continued

	<u># of Units</u>	<u>Expected Rent</u>	<u>Rent Per June Barber Associates?</u>	<u>(Under)/Over collected</u>
October-2019	99.00	36,135.00	34,962.00	(1,173.00)
November-2019	98.00	35,770.00	43,032.50	7,262.50
December-2019	98.00	35,770.00	37,480.00	1,710.00
January-2020	98.00	35,770.00	33,714.00	(2,056.00)
February-2020	98.00	35,770.00	41,933.00	6,163.00
March-2020	97.00	35,405.00	37,505.00	2,100.00
April-2020	97.00	35,405.00	37,627.31	2,222.31
May-2020	97.00	35,405.00	31,703.01	(3,701.99)
June-2020	97.00	35,405.00	38,700.00	3,295.00
July-2020	97.00	35,405.00	38,670.46	3,265.46
July-2020	98.00	35,770.00	38,181.00	2,411.00
August-2020				
September-2020				
<b>Total</b>		<b>392,010.00</b>	<b>413,508.28</b>	<b>21,498.28</b>

- o Duplicate Member refunds were booked for Patrick & Lisa Savage \$250 paid on 10/22/19 & \$175 paid on 11/04/19

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Beg Bal</u>	<u>Amount</u>
10/22/19	2913	Patrick & Lisa Savage		(250.00)
11/04/19	2932	Patrick & Lisa Savage - membership refund		(175.00)

- o Membership fees in our CD do not adequately reflect the active # of members. It shows 99 all year but we've had anywhere from 97-98 (not counting members that should have lost their membership due to unpaid rents).
- o Checks are written and recorded for future periods which creates check #ing issues. This is a violation of Accounting principles and forbidden in accounting.
- o Currently, the following check remains uncashed:
  - Check # 3031, Issued 04/29/2020 \$2400.00 payable to Top Notch Tree Experts
  - Is this still due and payable?
- o The following expenses have not been recorded on the financial statements she prepares but are reflected on the bank statements. Were these amounts ever collected from the delinquent rent payors? Were they charged the NSF Fees and late fees? Are they allowed to continue paying by check where so many months in a row the checks bounced?

Accounting / Misc. issues... continued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
10/30/19	NFS Bank Fee	(12.00)
10/30/19	Receipts - NSF	(365.00)
02/28/20	NFS Bank Fee	(12.00)
02/28/20	Receipts - NSF	(365.00)
03/01/20	NFS Bank Fee	(12.00)
03/01/20	Receipts - NSF	(365.00)
04/01/20	NFS Bank Fee	(12.00)
04/01/20	Receipts - NSF	(365.00)
05/01/20	NFS Bank Fee	(12.00)
05/01/20	Receipts - NSF	(365.00)
06/01/20	Bank Fee to Obtain Strmts	(40.00)

- Board members have been increasingly reimbursing themselves for expenditures. Typically you would see small amounts for misc expenditures, however, these expenditures have become quite large and frequent for a small coop. Dave Berube seems to be the biggest offender with the majority of the reimbursements. Odd no other director needed to be reimbursed from Sept 19 – May 20.
  - An explanation as to what these expenditures are should be obtained and added to future budgets if they are legitimate.

<u>Date</u>	<u>Check#</u>	<u>Payee</u>	<u>Amount</u>
09/19/19	2899	Dave Berube	(209.00)
09/19/19	2900	Dave Berube	(100.00)
09/30/19	2906	Dave Berube	(160.23)
10/08/19	2909	Dave Berube	(112.39)
10/15/19	2911	Dave Berube	(115.67)
10/22/19	2917	Dave Berube	(91.01)
10/25/19	2922	Dave Berube	(63.82)
11/05/19	2937	Dave Berube - Cash for 10th Anniv Party	(750.00)
11/11/19	2942	Dave Berube	(79.50)
11/19/19	2948	Dave Berube	(179.46)
12/31/19	2977	Dave Berube	(107.73)
01/14/20	2983	Dave Berube - Petty Cash	(196.33)
02/11/20	3000	Dave Berube	(77.92)
02/18/20	3001	Dave Berube	(220.00)
05/29/20	3048	Nancy Price	(172.98)
07/24/20	3067	Nancy Price	(166.83)
07/24/20	3067V	Nancy Price	166.83
07/24/20	3068	Nancy Price	(166.83)
07/24/20	3068V	Nancy Price	166.83
07/24/20	3073	Nancy Price	(156.83)
07/29/20	3075	Dave Berube	(103.55)

Accounting / Misc. issues... continued

- **Misappropriation of Funds/Breach of Fiduciary Duty of Care/Failure to Follow By Laws**
  - Expenses are required to be supported by receipts and be for valid business reasons. Any expenses paid/reimbursed for without appropriate support AND deducted for Federal/State income tax purposes are considered Tax Fraud. Our insurance policy/Bond coverage does not cover Tax Fraud.
  - Misappropriation of funds & Breach of Fudiciary care was broken when unit A2 was sold for less than FMV, not listed for sale as required by our By Laws.
  - Misappropriation of funds when unit A2 was "paid off" to leave unit & a moving truck was hired to move their belongings without a majority vote from the Membership.
  - Misappropriate of funds & Breach of Fudiciary care was broken when expenses exceeding \$3,000 fiscally were expended and not budgeted for by the Board or Cooperative
  - Breach of Fudiciary care was broken by renewing contact for Accountant when it is obvious the records do not tie, are erroneous, not reliable, inaccurate, have significant accounting errors.
  - Misappropriation of funds & Breach of Fudiciary care by selectively enforcing By Laws surrounding late/unpaid rent, utilization of membership fees to satisfy underpaid rent, &/or failure to assess non-member rent when required by By Laws.
  - Misappropriation of funds & Breach of Fudiciary care by failing to terminate membership and evict units whom are not owner occupied.
  - Breach of Fudiciary care of Board allow a single board members to sign checks and/or permit the accountant to sign checks.

Proposed 2020/2021 Budget based on Actual 2020 Income & Expenditures

Below are 2 more accurate budgets than what the board has proposed.

The first reflects our financial position if uncollected rent were to continue at the current 3% rate of uncollected rent, unit K-2 remains empty, and if we didn't raise rent. Additionally, I increased the Accountant fee as we should not continue on with June Barber & Associates. Without raising rent, we cannot complete any of the proposals the Operation Manager is collecting.

The second shows how much rent needs to be raised in order to meet our actual expenditures, have enough funds left over for the proposals the Operation Manager is collecting for the upcoming year and to cover the 2020 CIP work needed for the Electrical Panels.

**Proposed 2020/2021 Budget based on Actual 2020 Income & Expenditures... continued**

Prepared by - Michelle Sykes

9/7/2020

(Based on actual 2019-2020 expenditures and CIP Schedule)

10/1/20 - 09/30/21	
Estimated Budget - Rent at \$365/mo	
<b>Revenue</b>	
Rental Income (99 units @ \$365/mo)	433,620.00
Bad Debt - Uncollectable Rent 3%	(13,008.60)
Unit K2 - Empty - \$365/mo	(4,380.00)
CIP Transfer for Electrical Panel work	30,000.00
Late Fees	
Applicant Fees	
<b>Total Revenue</b>	<b>446,231.40</b>
<b>Expenses</b>	
Annual Meeting	1,400.00
Call multiplier	264.00
Office - Heat	2,500.00
Office - Internet/Electricity	900.00
Office - Maint	600.00
Office - Taxes	900.00
Office Supplies & Postage	500.00
Background Checks	300.00
Community Loan Fees	2,400.00
Insurance - Liability	2,500.00
NH Annual Report	30.00
CPA Co & Bond Fee	8,200.00
Utilities - Electricity	7,000.00
Operation - Maint/Repairs	3,996.00
Operation - Tree Stump removal	800.00
Operation - Trash	11,000.00
Operation - Snow Removal	4,400.00
Operation - Water Testing & Comp	2,700.00
Operation - Water System State of NH Permit	300.00
<b>Operations Total</b>	<b>23,196.00</b>
Professional - Accountant/Auditor \$700/mo	8,400.00
Professional - Legal	2,600.00
CIP - Electrical Panel/Box Upgrades	30,000.00
Replacement - Reserve (CIP) - \$3500/mo	42,000.00
Director Reimb expenses	2,200.00
Repainting of Unit G5	TBD
Repainting of Front & Back Well houses	TBD
Storm Drain Cleaning	TBD
Tree Stump removal	TBD
Taxes - Real Estate	55,000.00
Taxes - Federal Income	1,300.00
Taxes - State (NH-BET)	1,500.00
MVSB mortgage payment	198,000.00
MVSB 2nd mortgage Payment	21,800.00
NHCLF Mortgage Payment	32,000.00
<b>Subtotal Expenditures</b>	<b>445,490.00</b>
<b>Net Profit / Loss</b>	<b>741.40</b>

**Proposed 2020/2021 Budget based on Actual 2020 Income & Expenditures... continued**

Prepared by - Michelle Sykes

9/7/2020

(Based on actual 2019-2020 expenditures and CIP Schedule)

10/1/20 - 09/30/21	
Estimated Budget - Rent @ \$395/mo	
<b>Revenue</b>	
Rental Income (99 units @ \$395/mo)	469,260.00
Bad Debt - Uncollectable Rent 3%	(14,077.80)
Unit K2 - Empty - \$395/mo	(4,740.00)
CIP Transfer for Electrical Panel work	30,000.00
Late Fees	
Applicant Fees	
<b>Total Revenue</b>	<b>480,442.20</b>
<b>Expenses</b>	
Annual Meeting	1,400.00
Call multiplier	264.00
Office - Heat	2,500.00
Office - Internet/Electricity	900.00
Office - Maint	600.00
Office - Taxes	900.00
Office Supplies & Postage	500.00
Background Checks	300.00
Community Loan Fees	2,400.00
Insurance - Liability	2,500.00
NH Annual Report	30.00
CPA Co & Bond Fee	8,200.00
Utilities - Electricity	7,000.00
Operation - Maint/Repairs	3,996.00
Operation - Tree stump removal	800.00
Operation - Trash	11,000.00
Operation - Snow Removal	4,400.00
Operation - Water Testing & Comp	2,700.00
Operation - Water System State of NH Permit	300.00
<b>Operations Total</b>	<b>23,196.00</b>
Professional - Accountant/Auditor \$700/mo	8,400.00
Professional - Legal	2,600.00
CIP - Electrical Panel/Box Upgrades	30,000.00
Replacement - Reserve (CIP) - \$3500K/mo	42,000.00
Director Reimb expenses	2,200.00
Repainting of Unit G5	TBD
Repainting of Front & Back Well houses	TBD
Storm Drain Cleaning	TBD
Tree Stump removal	TBD
Taxes - Real Estate	55,000.00
Taxes - Federal Income	1,300.00
Taxes - State (NH-BET)	1,500.00
MVSB mortgage payment	198,000.00
MVSB 2nd mortgage Payment	21,800.00
NHCLF Mortgage Payment	32,000.00
<b>Subtotal Expenditures</b>	<b>445,490.00</b>
<b>Net Profit / Loss</b>	<b>34,952.20</b>

**Final words**

**I urge you all to think carefully about those you elect or allow to remain in Board positions this year.**

**Do they make sense?**

**Are they acting in the best interests of the collective membership or for their own benefits?**

**Are they making selective decisions to satisfy their own agendas?**

**Are they putting the park at risk at being insolvent?**

**Should we continue hiring an accountant that can properly keep our books and provide accurate financial statements?**

**Should a Board member that tells your accountant to not follow the By Laws and tells them it is none of their business be allowed to continue on the Board? Be a member?**

**The budget absolutely should not be voted on until it can be updated with corrected actual expenditure items.**

**Do not vote in the current budget, CIP expenditures, renew your accountant until these can be updated/corrected.**



**JUNE BARBER ASSOCIATES**  
**Accounting and Tax Preparation**

526 Main St. Ste 1  
Laconia, NH 03246

603 528-2800  
fax: 603 528-2868

email: j.junebarberassoc@myfairpoint.net

Exhibit  
B 2

**REBUTTAL**

I, June Barber, **ACCOUNTANT**, is hereby responding to accusations in the report distributed to all members, as prepared by Michelle Sykes, who does state she is **not** a member, states that she prepared the 37 pages from documents provided to park **MEMBERS, AND PUBLICALLY AVAILABLE. Not true**, the only way a member can get copies of bank statements is for the Member, herself/himself request copies, Neither her nor her significant approached the BOD for copies, so these bank statements, which are confidential, were not obtained from the BOD but from someone else and should not be her possession. **Also, has she or her significant other, attended any of the monthly meetings?**

She does state that she is a **TAX ACCOUNTANT with 20 years experience, I have 30 years as an Accountant.** Being a tax accountant explains some of the omissions she left out and did not address in her comments about the financials, etc although being a Tax Accountant, she should be aware of the many corrections I have noted, so that being the case, here are my comments

Pages 2 – there is no mention of inaccuracies, missing expenditures, incorrect financials prepared by me as there was nor is none.

Does anyone understand a **Budget**, it is a guesstimate and not cast in concrete. Prepared a year in advance, additional unexpected expenditures come up and yes, you do go over the Budget. **Inevitable.** I will address her BUDGET later in this report.

Let's skip over to Page 8 – Yes, we do differ from the one issued for 6 30 20 by me and the final report issued by Drouin Associates, CPA who does our audit, Drouin makes changes and that is why LRMHV pays him the big bucks. Well, since she is a **Tax Accountant** maybe this is something new to her: Drouin Associates reclassifies some of my expenditures into Assets on his balance sheet, and the final numbers are his without question from me as he is the CPA. I expense these expenditures and he decides if they are an expense or capitalize, i.e. the tent the BOD 9 30 19 purchased, I expensed, he reclassified to an Asset.

Also be aware that LRMHV is an Accrual Taxpayer and not a cash taxpayer. Will be glad to explain this to **ANYONE** who does not understand and it is noted in Drouin's financial statements based on accrual income and expenditures. Read the fine print if you will.

Membership fees on the balance sheet are in a CD stays at 99 members does not change with anyone leaving or anyone coming. You do not touch a CD until it matures and this is kept this way until it matures and is a good business practice to keep these monies separate. It is a Restricted Acct, meaning cannot be touched except for membership.



As far as my profit versus Drouin's, how about thinking **depreciation** which is a paper loss that Steve Drouin calculates and puts in his final report. **PAPER LOSS ONLY, NOT CASH LOSS**, just in case you don't know that. I have recorded all income and all expenditures as Drouin Associates reviews every piece of paper, all invoices with checks attached, all checks with backup info. Depreciation \$38,030.68 and amortization \$4,125.32. Hopefully you can add and note that his income/loss will be bigger than mine. Will also refer to the budget prepared by a Tax Accountant.

My response to audit notes for 9 30 19, old BOD as far as the legal fees which are to be billed back to the unit owner was not done, I questioned this several times and was told by the 9/30/19, I was not on a need to know, disrespectful, yes, but I will show you what disrespectful is with the attached copies of notes I received every month starting in December 2019 and still continues, that is more than disrespectful. Were they, prior board, hiding something, could be who knows unless you question the 9 30 19 BOD.

There are no invalid expenditures on the books, would be nice if this remark was expanded a little bit but when you are witch hunting, you don't want to.

Town of Gilford, more homework should have been done first. Checks are made payable to town of Gilford for real estate as well as sewer, so combined all checks written into one and says I don't know what I am doing? Perhaps the preparer of this report should rethink check 2491 Sewer 2493 Sewer 2957 real estate tax, 3015 sewer, 3040 sewer, Real Estate, do the math, real estate tax \$29,313 **Sewer look at income statement!!!!**

Again, preparer, did not do her homework.

My fee is \$658 per month, do not know where she came up with **\$2342.45**, really, as attached is a copy of the pdf income statement sent to LRMHV and it shows \$5992.00 paid to me as of 6 30 20. Maybe you should not believe in a Tax Accountant that apparently has issues in reading reports.

Let me advise you that my business is Accounting and not bookkeeping to which the preparer keeps referring. Don't know what the preparer refers to as a 'single file'. All records are on my computer, with weekly backups, computer goes home with me every night as well as the backups. Also keep a small supply of checks offsite just as a precaution.

Again, JUNE BARBER BOOKKEEPING, **AM NOT A BOOKKEEPER**, HOW ABOUT YOU Book revenue is accrual basis income, bank statements is based on deposits Cash in, get it?? So there will always be a difference.

No Accounts Payable in my reports as when an invoice comes in, it is directly paid and expensed. The only time is at fiscal year end as after books have been closed, you may get a bill refers back to the prior month and then has to be accrued. I have never changed a beginning balance on any of my Balance Sheets once they are issued. I never give out a report until bank statements are reconciled.

Note name is **JUNE** not **JOAN**. Can't even get that right

No double payments for Savage membership refund. This is my fault, yes I admit to my mistakes, I use the vendor Refunds and only change who the check is payable to but if the vendor is set up under the Savage name, it shows that way on the checks register. I have since corrected this.

C

A UNAUTHORISED CHECK

WAS WRITTEN TO A TREE

CO. BASED ON A QUOTE.

THE CHECK WAS GIVEN TO A

COMMUNITY MEMBER BY

OUR BOOKKEEPER.

L.R.M.H.V. COOPERATIVE, INC.  
303 OLD LAKE SHORE ROAD  
GILFORD, NH 03249  
OFFICE G-5

March 17, 2020

To the Members of LRMHV Cooperative,

We have had a number of rumors going around the park about some money that was supposedly spent or stolen by the current board during the transfer of the old board and the new board. Hopefully, this packet will take care of these rumors. But if you should have any further questions the board will be glad to meet with you one on one.

We have a bill from Top Notch Tree for \$4000. This was dated September 27, 2019 and the invoice number is 6102. According to Don this was a quote of what the work would cost. The bill is for tree trim and removal of trees, 2 days with a bucket truck. They were told the bucket truck would not be available until January. David had June cut check # 2903 for \$4000 so they could pay it when it came due. When the check was cut, it was mistakenly cut with the date of September 1, 2019 instead of September 27, 2019, but it wasn't noticed right away. When it was noticed there was a verbal agreement by the board that it shouldn't be a problem. The check was kept in the back room of the office. Unfortunately no work was done in September.

In November we had the trim work done on the trees. We received another bill from Top Notch dated 11/26/2019 and numbered 6549 for \$3500. This was for 2 days with the bucket truck that became available earlier than they thought. June cut a check # 2958 for this amount and the bill from Top Notch was paid. The original check for \$4000 was voided by Rachel and returned to June.

*which is it Bill or quote  
almost a month mistake*

*who is they?*

*problem!  
Sept!  
new board had  
no authority*

Shouldn't  
it be in  
our file!!

June is currently trying to locate the original check in her office. But she did provide us with copies of the 2 invoices and the 2 check stubs. Copies of these are included with the packet.

- As you can see, the first bill is for \$4000, invoice #6102, signed by Don and David, dated September 27, 2019. The attached check stub #2903 dated September 1, 2019 was voided.
- The second bill is for \$3500, invoice #6549, signed by David and Roxann, dated November 26, 2019. The attached check stub #2958 dated December 17, 2019

Also included in the packet is a statement from Meredith Village Savings saying that the check #2903 for \$4000 was never cashed or presented to the bank for processing.

The reason for the difference in the 2 bills was that they did the trim work in November but did not remove any trees. The removal of several trees will take place in the spring.

\$4000  
for trim  
removal  
ended  
being \$3500  
for just trim

Thank you

→ \$500 for removal?  
One tree was removed  
DIB?  
DEAD?

The Board of Directors

Reverse why  
you don't write a  
check BEFORE  
you receive a  
bill

How would you  
have dealt with  
the \$4,000 check  
when the bill  
was \$3,500?

Check written 9/1 or  
even 9/27 Bill?? 11/20  
3 months inbetween!!



# TOP NOTCH Tree Experts

PO Box 1738, Campton, NH 03223  
603/726-3089

6102

To: Lakes Region Mobil Home Village  
Address: GS-303 Old Lake Shore Rd  
City, State, Zip: Gilford NH 03249

Date	Service Rendered	Amount
9-27	2 Days Tree work Bucket Crew	4000

*OK, Don't W. Beards  
Ronald Simpson*

Total Amount 4000

L.R.M.H.V. COOPERATIVE, INC. 2903  
Operations Tree Service 4,000.00

*Handwritten signature*



# TOP NOTCH Tree Experts

PO Box 1738, Campton, NH 03223  
603/726-3089

6549

Unit 65

To: Lakes Region Mobile Home Village  
Address: 303 Old Lake Shore Rd  
City, State, Zip: Gilford N.H. 03248

2958

3,500.00

\$3,500.00

Date	Service Rendered	Amount
11/24/19	2 Days Becht Crew	<del>4000.00</del> 3500.00

*Thank You!*

*D. Benak*  
*OK Luxann Laycock*

Operations Tree Service

Total Amount	
Deposit	
Balance Due	<del>4000.00</del> 3500.00

L.R.M.H.V. COOPERATIVE, INC.

Operations Tree Service

Top Notch Tree Experts

2958

12/17/19



March 9, 2020

To whom it may concern,

Check number 2903 in the amount of \$4000.00 has not been presented against the LRMHV operations Account.

A handwritten signature in black ink that reads 'Dawn DiRenzo'.

Dawn DiRenzo, BSR

Gilford Office

1383 Lakeshore Rd

Gilford, NH 03249

Exhibit  
C

Rachel Laplante – Past Vice President  
303 Old Lake Shore Road, Lot C9  
Gilford, NH 03249

Deb Richardson – Past President  
303 Old Lake Shore Road, A14  
Gilford, NH 03249

April 17, 2019

Dear Members of LRMHV Cooperative Inc.:

This letter is in response to the letter we received from our Board of Directors dated March 17, 2020 but post marked and mailed to us on April 14, 2020.

Deb and I respectively are responding to this letter, because 1) we found the letter to be very confusing and 2) we want you to know of events “that we are both aware of” relating to the same matter.

To make it easy for you, we will respond to their letter, paragraph by paragraph.

**Paragraph 1- Neither of us said any money was stolen by the BOD’s Past or Present.**

**Event: Deb Richardson - Past President (of Previous BOD), received a copy of the check register handed out during a monthly meeting. Deb noticed the first line item Check # 2903 for \$4000.00. Deb sent an email to our accountant, June Barber informing her that her BOD had never hired Top Notch Tree Experts to do any tree work. Deb was told that the date of the check was an error and that it would be taken care of.**

**Event: Rachel Laplante – Past Vice President (of Current BOD) David Berube (of Current BOD) came to my house and told me about the situation “not fully comprehending it at the time,” I later phoned June Barber and asked her about it. She claimed it to be an error and said she asked David to bring it back and that he said, “NO!”**

**Event: David told the BOD in executive Session about the check. And just as he states in the letter we received, he claimed there to be no problem.**

**Event: Rachel disagreed and on more than one occasion she stated the following;**

- 1) The transition of the BOD took place on September 27, 2019 and that this check is dated September 1, 2019; and**
- 2) That the previous BOD did not hire nor was there any past due bill from Top Notch Tree Experts; and**
- 3) That the current BOD did not have check signing authority until sometime after September 27, 2019.**

**Rachel believed that the check should have been returned to June as she requested. It took Rachel 2 ½ months to get the check from David (without any assistance from the other board**



**Paragraph 4** - June is trying to locate the original check the BOD stating is lost in her office.

**WE SHOULD ASK,**

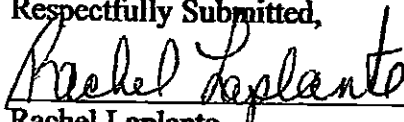
Did David forget to return the actual check that Rachel voided? **Recall:** Rachel did not write void on the check stub provided with the letter.

**Paragraph 5** - Agree.

**Paragraph 6** - In paragraph 2 of their letter it clearly states that the \$4000.00 is for tree trimming and cutting. We paid \$3500.00 for just trimming as shown on attachment B. Are we to assume that we will get a final bill for \$500.00 as originally quoted?

We hope this letter brings to light that there are many inappropriate actions that negatively affect the operation of the Cooperative. Your participation at our regular monthly meetings is crucial.

Respectfully Submitted,

  
Rachel Laplante

  
Deb Richardson

December 8, 2021

To: Deborah Richardson  
Row A-14

Enclosed please find a copy of check number 2903, dated September 1, 2019. The Board of Directors has received the original check from our previous accountant. As you had requested a copy of this check in the past, the board thought it prudent to provide you with a copy. The original check is at the office at G-5 now and will be available to view at the next Board of Directors meeting.

Sincerely,

The Board of Directors

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

2903

**L.R.M.H.V. COOPERATIVE, INC.**  
303 OLD LAKESHORE RD.  
GILFORD, NEW HAMPSHIRE 03249

**MEREDITH**  
VILLAGE SAVINGS BANK  
MEREDITH, NEW HAMPSHIRE 03253  
54-7293/2117



PAY  
TO THE  
ORDER  
OF

Four thousand and 00/100 Dollars

Top Notch Tree Experts  
P. O. Box 1738  
Campton, NH 03223

2903

DATE

Sep 1, 2019

AMOUNT

\*\*\*\*\*\$4,000.00



*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

Security features: Details on bank

6172

⑈002903⑈ ⑆211772936⑆ 04 695404⑈

LRMHV COOPERATIVE INC SD 9 30 19

Revised

Check Register

For the Period From Sep 1, 2019 to Sep 30, 2019

7cb 11/26/19

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
2903	9/1/19	Top Notch Tree Expe	10100	4,000.00
2889	9/2/19	June Barber Associat	10100	658.00
2892	9/3/19	Pinard Waste Syste	10100	1,050.60
2893	9/3/19	Atlantic Broadband	10100	135.48
2894	9/9/19	Gilford Well Compan	10100	497.45
2895	9/9/19	Rowell's Services	10100	2,451.00
efts sep 19	9/10/19	Meredith Village Savi	10100	1,773.63
2896	9/10/19	LRMHV Cooperative	10100	3,500.00
	9/15/19	NHCLF	10100	2,569.44
	9/16/19	Meredith Village Savi	10100	16,489.98
2897	9/16/19	Eversource	10100	162.21
2898	9/16/19	Eversource	10100	35.67
2899	9/19/19	Dave Berube	10100	209.00
2900	9/19/19	Dave Berube	10100	100.00
2904	9/30/19	Pinard Waste Syste	10100	1,125.60
2905	9/30/19	Eversource	10100	320.91
2906	9/30/19	Dave Berube	10100	160.23
2908	9/30/19	Taylor Rental	10100	1,256.50
2903V	9/30/19	Top Notch Tree Expe	10100	-4,000.00 ←
<b>Total</b>				<b>32,495.70</b>

Cash Beg on 109 220.25  
 receipts 34 000.00  
 disbursements 32 495.70  
 Cash end -  
 110744.58

missing  
 expenses on debit  
 Card 170.46

Difference of  
 \$ 4,170.46

TESTIMONIAL  
LETTERS

7/27/2020

Re: Petition

Exhibit  
D

From: Rachel Laplante <rachel327@ymail.com>

To: gram062151@aol.com <gram062151@aol.com>

Subject: Re: Petition

Date: Thu, Jul 23, 2020 12:24 pm

Dear Deb: in regards to the petition to remove your entire board of directors out of office last September 2019., But more specifically relating to the miss use of co-op funds, David Berube and I sat in my office for a couple of hours discussing each reason that was listed in the petition. We created a document (copy provided) that I believe, but am not positive, was handed out at the annual meeting and in this said document David gave me specific detailed reasons for each accusation. You will see the only reason under miss use of co-op funds was that David referred to legal matters being paid for by the co-op instead of following appropriate steps as outlined in the bylaws. The example he used was anybody that owed back rent and facing eviction, the member is responsible for attorneys fees. Ironically he was talking about unit Lot A2. I say ironically because when David and I served on the Board, "He did the very same thing he accused you of doing and with the very same Unit". I was tasked with getting the person/s in that same unit out. We did not evict her, instead "we paid her \$3000.00" (Nov. 2019. Check No. 2938) to leave and we "the Coop" paid for Legal fees \$ 1,126.10 (Nov 2019. Check No. 2939). As you know, I had no personal knowledge of any facts that David asked me to list in the petition. I never attended a meeting when you were President, with the exception, I did attend the one meting when you had a management company come in to speak. It was on this same day that David pulled me aside to ask if I would type up the petition and came by my house several times to discuss what should be included in the petition. He played me well. His flirts, asking me out on a date, and then being in a "so called relationship" was all part of his plan in my opinion. His plan to get himself, Jane and Nancy back on the Board all worked. They got rid of me. I was asked to step down. I did not resign. I was considered a bully because I made such a big deal over the check you happened to bring to June's attention. The fact that David would not give it back raised many red flags and caused me to be suspicious. The check dated September 1, 2019 (No. 2903) has gone missing! As you know it took me 2 1/2 months to get it from him and I told you I wrote void across the check. June says she has it somewhere. They dont want us to see the two signatures on the check. David & Dons!

A lot of what was said in the petition are the same exact things that this current board is doing. And if you recall, when we had a monthly meeting outside due to Covid, and gave a verbal apology to your entire board, I also stated each reason we asked your board to leave and further stated that we all should be ashamed of ourselves "because the current board is doing the dry same things." Anyhow, I hope this information is helpful and if you have any further questions or concerns, don't hesitate to reach out to me.

Sincerely, Rachel Laplante

September 7, 2019

President's Report

First of all it's been an interesting and eye opening year.

After having several board members come and go, we finally have a full board and hopefully they will still be with me after this annual meeting. We all started knowing we had very little knowledge, about running this park, it was a struggle at the beginning. We all came through knowing what it is to be on the board and how much work is involved to run this park. With that said I would like to thank the ladies putting up with me. I think what makes us work well together, we all want to see this park thrive that we know it can. As a board we all get along and we all have our own voices. There are times that we agree to disagree, but we talk it out. However it ends;" it is always the majority rules".

We have accomplished quite a bit this year, I know it doesn't show, but here are a few things:

We got the dogs all registered

Roomates are all up to date as far as I know.

We got people to clean up their areas. I would like to thank you for your cooperation. We have been working on the late rents.

I would also like to say I have met some great people in this park.

Our goal for the coming year is to work on grants for the water project and continue with improving this park. We would like to see more committes at work and more volunteering.

Thank you  
Deb Richardson

## LRMHV

### Vice President's 2018-2019 Report

I have been fortunate to have served as both Treasurer and now VP. I was appointed treasurer to begin with. I had no prior knowledge what the position entailed. I found it eye-opening, challenging, and enlightening. It was a continual learning process, which I enjoyed. Through several changes this year, I am currently serving as VP. This position is up for re-election for 2019-2020. I would love to serve again as your VP. We have worked hard to do what's best for LRMHV. We (after several changes), have a BOD that is committed, works well together, can come together and listen to each others opinions to make decisions, and best of all we enjoy each other. So I hope you will let me continue as your VP.

I am on the rules enforcement, rules/by-laws committee. This is also a great learning experience. This committee consists of Deb Richardson, chairperson, myself, Sylvia Dion, and Susan Branch. It has been a pleasure working with all of them.

I've been lucky enough to sit in on the membership committee, to see the task of approving new homeowners and members.

When I was asked initially to serve on the BOD I was apprehensive. I had no clue, but I was willing to do my part. After all, that's what a co-op is. So, I became involved and it was mindboggling, but, I like my mind to be challenged.

My final responsibility is keeping information for the call multiplier service, that we use to receive special notices to everyone who has provided a contact phone number.



---

Thank-you to the people I've served with throughout this year. It has been a great learning experience. I feel I have grown as an individual. This has become a little lengthy, so in closing, I want to thank all of the residents for your support and concerns for our community.

Respectfully submitted,

Nancy Crowley

## **Treasurer's Report**

**2019**

**I've only been on the Board for 4 months. In that time, I learned a lot and discovered a lot. We couldn't find receipts, no bank statements, etc. I told our accountant that I would not sign any checks unless I have copies of the bills to verify the amount and to have for our files. MVSBS was kind enough to give me copies of our bank statements from 2014 to 2019. They didn't charge us for them although they could have. According to our bank statements, on 7/31/18 our balance was \$56,106.92. On 7/31/19 our balance was \$106,890.09.**

**Throughout this year we have shown much healthier balances than previous years. It's because we are very cautious of what we are spending. We have been able to meet all emergencies, which were plentiful in the months since I have been on the Board. We are getting some electrical panels replaced soon. Also, we are getting prices to have some trees removed and/or trimmed. The office porch has been power washed and painted. We switched to Rhymes Oil for both our oil and propane. This is another way to save by consolidating instead of having separate companies and separate bills.**

**I am proud to say that I am working with a great Board of Directors. We work very hard to keep this community going. We'll never satisfy everyone – it's impossible – just the human nature. We are all volunteers and not paid! Since the Co-op began in 2010 there has never been a perfect Board of Directors. Through the years many have not completed their terms as a Director. So be considerate and give this Board a chance. Ever since September 2018 members have been lashing out every month. People are finding something to complain about and most are complaints that**

-  
should have been dealt with years ago. So be positive and patient!  
We are working very hard to make this a better place to live. As a  
member of the Rules Committee, we are going to enforce our rules.  
Please, the rules are very important! This is a Co-op with 99  
families and rules are part of the Co-op. Too many people think  
they can do whatever they want. Not so folks, we do have rules!

My term is up for election this year. I ask for your vote at the Annual  
Meeting in September. I went to Bentley College in Boston for  
accounting, and to Northeastern University in Boston for Health  
Management.

Thank You,

Sincerely,

Sylvia A. Dion

**From:** Debbie Richardson <gram062151@aol.com>  
**To:** Ricky Wisler <RickyWisler@OPLC.NH.GOV>  
**Subject:** About our co\_op Help  
**Date:** Sun, Jul 5, 2020 6:15 pm

We have a member of our co-op named David Berube who has surpassed his tenure as a board of directors, according to our By-Laws - No Director may serve for more than 3 consecutive two - year terms. He's been on the board from 2010 to 2018, then a new board took over September 2018. He then slandered the board every month, told people a bunch of lies. Manipulated one of the female members to write up a petition with a bunch of slander, So at our annual meeting the entire board resigned under protest, because they had enough of the harassment. So at that meeting he got voted in treasurer and his female friend ended up as VP on Sept. 15, 2019. David is very domineering and wants everything done his way, no matter what rules he breaks, misusing funds, signed contracts while not on the board, signed checks when he had no authorization to sign them; etc, etc. He is not the President. As of right now he is just the operations director. Now the majority of the board members have pretty much have been on the board with him since the beginning. He controls all of them.

On June 20,2019 David came to our meeting and had shorts on sat in the front row, and his genitals were hanging out. The all women board got to see that!!! We had him come in for a meeting and all he said was" Was I wearing underwear"!!! He asked if that we be put in his file, we said not unless it happens again; and he plans to wear shorts again at a meeting he must sit in the back row. He came in the next month and sat in the second row, no one usually sits in the front row but him. We found out this wasn't the first time; it has been happening for years. We went filed a complaint with the police. I and another member went to Tiara Reardon of ROC- NH and gave her a letter of explanation, but said she couldn't help us. I also sent a letter to Paul Bradley-ROC-USA in Concord and he never replied back to me. ROC is hopeless. I hope you can help our Co-op. You've been highly referred to me by Legal Assistance and Karen Soucy of NH Manufactured Housing Assoc..I could go on and on.

My friend is emailing this for me because I don't have internet yet. If you could call me I would appreciate it.

Please help us!!!

Thank You,

Sincerely,  
Sylvia Dion # H2

603-293-0306

*Reviewed 11/26/20*  
*Sylvia A. Dion*

To the Members of LRMHV

I would like to say thank you to the ladies that stepped up and volunteered when I couldn't find anyone to stay in the positions available, at the time. I was lucky to find and have such dedicated help.

We regretfully resigned last night due to discourse within the park. We do dispute the petition of the allegations Ms Laplante and petitioners have made.

I want to thank the people that did support us. We enjoyed working with you. We all hope the park continues to move forward and we wish nothing but the best for our community.

The 2018-2019

Board of Directors

9/6/2019

**July 29, 2020**

**This is my assessment of this place. The majority of the people living here, have probably been here for 20-30 years. Back then they were called trailer parks, Owned and controlled by one person. Then came the time for the owner to want to sell it, and ROC was a new in thing at the time making promises to all the people that instead of having one owner the people will each have a share, so as not to be controlled by one person.i.e. They told them (people) that they would make the decision on increasing the rent, make decisions how the park would run,have their own members volunteer to keep prices down, make their own rules and bylaws. So you have to have a board to over see that the duties were done. That was 10 years ago and we still have pretty much the same people be on the board one in particular David Berube he has been President about 7-8 years, treasurer a couple of years and is ops manager. Over the years he has done some things that has been unethical and gotten a way with board or anyone else saying it isn't the way that should be. Just go ahead and do it the members find out after the fact and it's too late. The longer he is on the board the more brazen he has gotten using his title. He never gets any repercussions. I think a lot of people either like to be controlled. I have heard a lot of people complain about him and his board. They won't say it to their face. Then you hear some of them say if the rent doesn't go up and there's money in the bank I don't care what they do. Then we have the people buy just for their vacation place and don't want to be bothered. The rent is cheaper here.**

**The members committee doesn't want to emphasize that this is a co-op and in order to keep the rent low we need volunteers. Our Ops (David Berube) doesn't want to use volunteers he would rather hire someone and not get 3 bids which is in the bylaws. I could go on and on.**

**My conclusion is this place is still considered a trailer park,ROC has not stood by their promise all they care about is getting the next park in their pockets. because we are not being asked for our thoughts or ideas; we are being told after the decision has been made. The board is doing their way like or not.**

**ROC is no help to the members of this park.**

**We go through ROC reps like water, then they don't know what their doing. They learn a little bit and then they have moved on. We pay them monthly we are luck to see them once a year.**

**Respectfully,**

**Debra Richardson**



Reviewed 1/26/22

**July 28,2020**

**To whom it may Concern:I bought into this park because of the appearance. It was one of the nicest Co-op in this area. The five years I have been here, the park hand seemed to go down hill the only thing that kept getting done was the infrastructure. i. e. trimming trees, paving certain parts of the roads. But there is so much more than just that; lots not being kept up by home owners, lots not be mowed, debris in yards, people parking on lawns ruining the grass, mailbox area not be shoveled. Finding out our community had drugs being sold.**

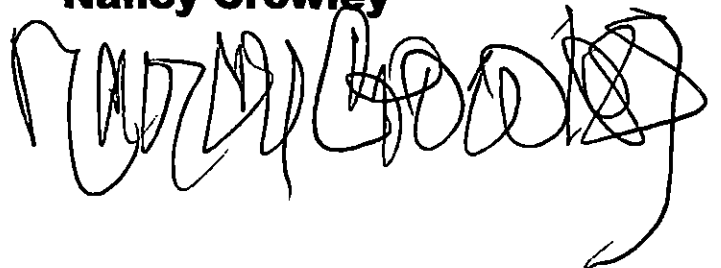
**I have sense found out this has been going on for 8 years under Mr Berube's watch. These are reasons why I decided to run for an office on the board.**

**From the moment I became a member of the board without Mr Berube being on it he continually tried to sabotage our meetings. Any hostility during our meetings were to undermined by Mr Berube.**

**My opinion of Mr Berube went totally unfavorable when he exposed himself to our board and we had to bring him in and discuss this matter. A report was made to the Gilford Police Dept. We have since found out from a past board member and is now a current board member that this has been going on for years.**

**I won't repeat what the other "good faith" letters reveal because we are all in agreement to those allegations.**

**Respectfully,  
Nancy Crowley**

A large, stylized handwritten signature in black ink, appearing to read 'Nancy Crowley', written over the typed name.

*REVIEWED 1-26-22*

July 25, 2020

This letter is written in good faith to attest to several of my dealings with David Berube.

When our community needed a new sign David charged the Social Committee with exploring the options. We got several quotes and drawings. He told us the decision on which one to purchase had to be made by the community members at an Annual Meeting. This never happened, David made the final decision and the sign was installed.

Our original Social Committee was very active. David, as President, never supported the committee financially. Our biggest event was our annual BBQ. The committee used personal money to fund our events. Due to lack of support by the Board, after several years we dissolved our committee. David asked us to turn in all the money in our "pity". We did not have much. It was decided to divide the money between all members. He has eluded ~~the fact~~ that we were dishonest.

David asked me to do a walk



that were not following some of rules regarding the appearance of lots. The Subject came up at a monthly Board meeting and David asked me "who told you to do that?" I replied "you did!" He said he did not remember ever asking me to do it!! This is one of David's common practices!!

In 2012 a discussion at our annual meeting regarding the purchase of a unit to be used as an office/community center was held. A straw vote was taken and appeared unanimously in favor. At our 2014 Annual Meeting our budget showed the purchase of Unit G5!! No further discussion with members never occurred!! David signed for a loan with ROC for \$50,000!! The cost of G5 was \$28,000!!

No matter what position David holds on our Board, it appears to me, he is in charge!!

Respectfully,  
Corlee Nichols  
Lot D-10

Reviewed 1/26/22

L.R.M.H.V. COOPERATIVE INC.  
303 OLD LAKE SHORE ROAD  
GILFORD, NH 03249  
OFFICE G-5

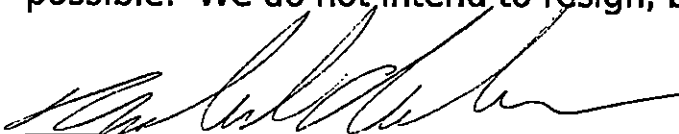
January 20, 2021

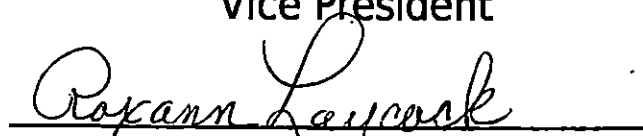
Rachel Laplante  
Lot C-9

The Board of Directors met to discuss a problem in the park. The problem is you. We have lost the knowledge of people who have been working on the Membership Committee because of your micro managing. You have been wasting the park money by going to our lawyer every time you have a question. He does not talk or email or text without being paid for it, as you know. There have also been resignation grumbles because of your micro managing and trying to change how things are being done, and not for the better.


The president needs to let the other officers do their jobs without interference or micro-management. Yes, the president needs to know what is going on, but does not need to be involved in every aspect of the park business. This is why we have a 5-person board. We have responsibilities and we can do our jobs without help unless we ask for it. At the BoD meetings we discuss what is going on in our area of responsibility. And we get approval for things that need the BoD approval.

When you first were appointed to President, you said you wanted to change your approach working with the BoD and not having everything your way. It worked for a while, but now you are dictating and micro managing again. This will not work for any of us. We are asking that you step down as President. Your resignation will allow us to appoint a replacement. We don't need anymore drama on the Board and we would like to do this as soon and as easy as possible. We do not intend to resign, but we also do not intend to work with you.

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Operations Manager

1-27-22

Hello

My name is OLIVER GEARY  
My Husband - DAVID AND I  
MOVED INTO THIS PARK  
THE SUMMER OF 1990-

IT WAS A BEAUTIFUL  
PARK - WELL KEPT BY EVERY  
ONE LIVING HERE. ONE OF  
THE REASONS I WANTED TO  
LIVE HERE.

WELL - THE OWNER WAS  
SELLING AND SOME PEOPLE  
IN THIS PARK - DECIDED WE  
SHOULD GO CO-OP AND BUY  
THIS PARK.

WE WERE UPSET - WE  
DID NOT WANT TO BE IN A  
COOP - BUT WAS VOTED IN  
AT MEETING - WE VOTED - NO  
AS DID 2 OTHERS -

SO WE BECAME A  
CO-OP.

PEOPLE WERE MOVING OUT

(2)

(All good people) -

So now our park has  
gone down so bad -  
with Bad Board members  
(the same ones all the time)

No meetings - we put  
in letters - nothing done -  
NOT even a return letter.

People's yards look  
awful - parking on  
grass - JUNK CARS -  
NO ONE CARES ABOUT THE

RULES AND THE BOARD  
DOES NOT CARE AT ALL.

WHAT WILL HAPPEN TO  
THIS PARK?

We need a MANAGEMENT  
COMPANY TO TAKE OVER  
AND MAKE OUR PARK  
BEAUTIFUL AND WORKING  
RIGHT AGAIN.

Thank you

DAVIS + Olivia GEANY  
A-5

1

THE DOCUMENT REFERENCES

HOW A NEW BOARD

WAS SLANDERED BY BOARD

MEMBERS WHO HAD

SERVED ON ALL PREVIOUS

BOARDS.

- 5.5 The Bylaws and the Community Rules may be amended by a majority vote of the Members present at any regular or special meeting at which a quorum is present, provided that notice of the proposed amendment shall be given in writing to all Members not less than ten (10) days prior to such meetings. After the ten (10) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.
- 5.6 Any decisions that may commit expenditures of three thousand dollars (\$3,000) or more of Cooperative resources per Fiscal year, that does not appear in the approved annual budget, shall be made by the Membership at an Annual, special, or regular meeting of the Members. Capital Improvement and Replacement Reserve expenditures that exceed three thousand dollars (\$3,000) per fiscal year require the approval of the Membership except in cases of emergency repairs. The Board shall notify the Membership of such an emergency action at the next regular or special meeting of the Membership.

### FISCAL YEAR

- 6.1 The fiscal year of the Cooperative shall be the twelve (12) month period ending the last day of September of each year. The Cooperative shall cause its books to be examined within a reasonable time after the end of each fiscal year in accordance with the audit/review requirements of RSA 301-A:30.

### ANNUAL AND SPECIAL MEETINGS

- 7.1 The Annual Meeting of the Members shall be held in the month of September each year in Gilford, N.H. or a place designated by the Board of Directors within 20 miles of the Community. An Annual Meeting of Members is to be held at least once a year. RSA 301-A:21.
- 7.2 Notice of the time and place of the Annual Meeting and the agenda items or subject matter to come before it, shall be given in writing to each Member at his/her address, and posted and maintained at a common area not less than ten (10) days prior to the date of the meeting. RSA 301-A:23. The Annual Report to the Secretary of State, the report of the examination of the prior year's finances, and the proposed annual budget of the Cooperative shall be made available to each Member no later than ten (10) days before the Annual Meeting for approval by the Membership at the Annual Meeting.
- 7.3 Special meetings of the Membership may be called by the Board of Directors or by petition of at least one-tenth (1/10) of the Members. Such Member petition may be delivered to any Board Member. The Board shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such demand. The Secretary of the cooperative shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than 10 days in advance of the meeting date. Source: RSA 301-A:22.
- 7.4 In case of any question not covered in these Bylaws, RSA 301-A or adopted Board policies, the guidelines in "Parliamentary Procedure for Resident Owned

LRMHV COOPERATIVE INC SD 9 30 19

Check Register

For the Period From Sep 1, 2019 to Sep 30, 2019

Filter Criteria includes: Report order is by Date.

Exhibit C

Check #	Date	Payee	Cash Account	Amount
2903	9/1/19	Top Notch Tree Experts	10100	4,000.00
2889	9/2/19	June Barber Associates	10100	658.00
2892	9/3/19	Pinard Waste Systems	10100	1,050.60
2893	9/3/19	Atlantic Broadband	10100	135.48
2894	9/9/19	Gilford Well Company	10100	497.45
2895	9/9/19	Rowell's Services	10100	2,451.00
efts sep 19	9/10/19	Meredith Village Savings	10100	1,773.63
2896	9/10/19	LRMHV Cooperative	10100	3,500.00
	9/15/19	NHCLF	10100	2,569.44
	9/16/19	Meredith Village Savings	10100	16,489.98
2897	9/16/19	Eversource	10100	162.21
2898	9/16/19	Eversource	10100	35.67
2899	9/19/19	Dave Berube	10100	209.00
2900	9/19/19	Dave Berube	10100	100.00
2904	9/30/19	Pinard Waste Systems	10100	1,125.60
2905	9/30/19	Eversource	10100	320.91
2906	9/30/19	Dave Berube	10100	160.23
2908	9/30/19	Taylor Rental	10100	1,256.50
		expenses on debit card		170.46
<b>Total</b>				<b>36,666.16</b>

No check writing Authority until 9/21/19

← Omitted from revised copy

cash beginn	109,220.28
receipts	34,020.00
disbursements	-36,666.16
cash end	106,574.12

24<sup>th</sup> <sup>(BR)</sup>

LRMHV Special Board Meeting Request

On this 25<sup>th</sup> day of August the year 2019, the following members request a special meeting and file this PETITION TO RECALL AND REPLACE CURRENT LRMHV BOARD MEMBERS AND WITH IMMEDIATE SPECIAL ELECTION FOR NEW BOARD MEMBERS.

Current Board Members: President Deborah Richardson, Vice President Nancy Crowley, Secretary Roxann Laycock, Treasurer Sylvia Dion, Operations Manager Brenda Leary

Reasons for removal:

- Creating a hostile environment during meetings.
- Not keeping the members informed.
- Board members are not informed of the infrastructure and refuse to learn from past board members
- Not performing duties as outlined in role types
- Mis use of Co-op funds
- Incompetency

I Rachel J. Laplante attest that each person is personally known by and signed in the presence of the me. <sup>(BR)</sup>

David D. Berube

DAVID D. BERUBE  
John Shang

John Shang

Richard Kennedy

John Shang

Richard Ballou

Richard Ballou

Deb Wetherfield

Deb Wetherfield

Frank Hyslop

Frank Hyslop

Petitioner: Rachel Laplante

Cathy McCurdy

CATHY McCURDY

Joan Bucchieri

Joan Bucchieri

Amanda Morris

Amanda Morris

Eric Maxey

Eric Maxey

Charles Kelly

Charles Kelly

Cedric Wilson

Rachel J. Laplante



Victoria Lachance  
Victoria Lachance

Ray Bowler 17  
RAY BOWLER

David G. Garry  
DAVID GARRY

Richard A. Pare  
RICHARD A. PARE  
June Chamberlain  
JUNE Chamberlain

Richard G. Furbish Sr  
RICHARD G. FURBISH SR  
Donald Furbish  
DONALD FURBISH

\_\_\_\_\_  
\_\_\_\_\_

Deborah L. Souza  
Deborah L. Souza

Vivian Amour  
VIVIAN AMOUR

Johan Andersen

Johan Andersen  
Just Zurch

Anthony Niele  
ANTHONY NIELE

Richard Ackerman  
RICHARD ACKERMAN

Mary Anne Fawkes  
Mary Anne Fawkes

Nancy C Price  
Nancy C Price

To the Members of LRMHV

I would like to say thank you to the ladies that stepped up and volunteered when I couldn't find anyone to stay in the positions available, at the time. I was lucky to find and have such dedicated help.

We regretfully resigned last night due to discourse within the park. We do dispute the petition of the allegations Ms Laplante and petitioners have made.

I want to thank the people that did support us. We enjoyed working with you. We all hope the park continues to move forward and we wish nothing but the best for our community.

The 2018-2019

Board of Directors

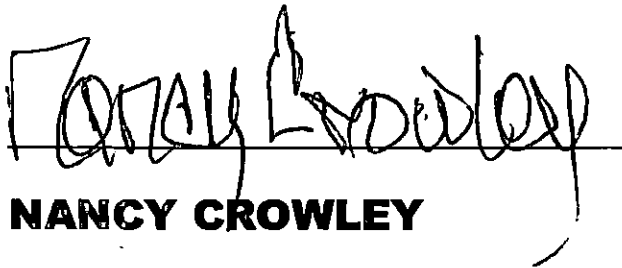
9/6/2019

**L.R.M.H.V. COOPERATIVE, INC.**  
**303 OLD LAKE SHORE ROAD, OFFICE G5**  
**GILFORD, NH 03249**

**SEPTEMBER 6, 2019**

**I, NANCY CROWLEY, VICE PRESIDENT OF THE  
BOARD OF DIRECTORS, DO HERE BY RESIGN MY  
POSITION AS OF SEPTEMBER 6, 2019.**

**RESPECTFULLY,**

  
**NANCY CROWLEY** 9/6/19 11:58 PM

August 28, 2019

To the Park Members,

We received the petition that many of our members have signed to disband the entire current Board of Directors by September 6, 2019. Although we are not sure of the legality of this move, we will step down (under protest) if the park does not want us to serve. But because the petition is showing us in such a bad light, we would like to clarify a few of the points on the petition.

**Creating a hostile environment during meetings.** It is said that when we have monthly membership meetings, they are argumentative and unproductive. When the members who do show up come in with a chip on their shoulder or nothing but gripes and complaints to talk about it ends up in a heated discussion. And no one wants to listen to what the board has to say. So, it sometimes ends up in an argument. At one meeting there was a problem. A former board member caused a great deal of trauma for one of the current board members. It was addressed at a private meeting. He was asked to sit in the back if he came to another meeting. He came to the next meeting and again sat near the front of the hall causing more trauma for this member. The trauma caused an outburst that no one expected and the members got mad although they had no idea what the problem was.

**Not keeping the members informed.** We have tried to keep the members informed by placing notices at the mailboxes and using Call Multiplier to connect with everyone at the same time. If the members wanted to know about something we did not say, someone should have let a member of the board know and we would have addressed it.

**Board members are not informed of the infrastructure and refuse to learn from past board members.** We probably could have learned a number of things from the previous board. But when we tried to access the computer and needed some professional help, we found out that there were almost 150 files trashed. None of the previous members offered to help us get started and we did not ask. A former board member showed up at a current board members home on more than one occasion and offered to tell us how to run the park, but he was drunk and started to berate the current members of the board present at the time. So why would we ask for help from them?

As for infrastructure, we have gotten quotes to take down dead and dying trees. We have gotten quotes to have the driveways enlarged and repaired where needed. We were getting information together to get a grant to have the water system upgraded. The last board had a plan drawn up in 2017 at a cost of \$30,000 and never did anything with it. We were going to get together with the plowing company to be sure that the streets were plowed wide enough for the cars to pass comfortably and possibly remove the plowed snow if it gets to be too much.

**Not performing duties as outlined in role types.** As to this point, the only things we have heard were about the Operations Manager; not mowing lawns, shoveling snow, etc. Other Ops Mgrs. didn't do a lot of this physical work when they were in office. As long as it gets done who cares who does it. We help each other, so roles may get overlapped at times.

**Mis use of Co-op funds.** Any funds we have spent were for improvement or savings for the park. We purchased 2 tents for the meetings so that we wouldn't have to spend \$700 a year to rent one. We have heard a lot of negative comments about the tents so we rented one from Taylor so that the next board could return the purchased tents if they wished. It is still in the original packaging. The last Ops Mgr. had someone take the office shed down. This meant that we had to spend money to get the materials for a volunteer to put a new shed back up.

We looked into getting a management company to help out in the park. A letter put out by Rachel Laplante noted all the negative aspects that could come from having a management company. But as we read her letter none of it was true. She said they would have offices here and take up space we didn't have. They have their own offices and would not be located here. A rumor was going around that the rent would go up about \$100. This is also not true. The rent may have gone up \$15 or \$20 and in the future may have gone down. It was said that the management company would take over the park and we would no longer be able to make our own decisions. Actually, if they saw something that could be changed to save us some money or something we should do differently, they would come to the board of directors and give us information or suggestions that the board could accept or not. They would not run our park. They have a bookkeeper who would handle our financial reports. They would get them to the tax office on time so we can stop paying the late fees every year with June Barber. With June we get generalized and vague financial reports that are consistently late getting to where they need to be.

**Incompetency.** When we came on this board none of us professed to be professionals. We are learning the job as we go as did every other board. They are volunteer positions and are filled by everyday people living in our park. We have done everything we could to improve this park for everyone. But with no help, no patience, and no respect we didn't have much of a chance. So we wish you luck with your next board of directors.

August 28, 2019

To The Park Members

We have received the petition that many or most of you have signed to disband the current board by September 6, 2019. Although we aren't sure of the legality of this move, we will step down if the park does not want us to serve.

Although we will step down so you can elect or appoint another board, we would like to clarify a few rumors that seem to be going thru the park grapevine.

There is a rumor that if we get a management company the lot rent will go up \$100 or more. Not so. We have determined that the rent would go up \$10 to \$20 a month. And after the management company gets settled the rent may have actually gone down. Rachel is saying the management company would have offices here and we would have to pay them and they would take over the park. No again. The management company has their own offices and they would make suggestions to the board of directors here at the park. The board will have the final say about what does and does not happen. They also have a bookkeeper that will handle the financial reports. We would get itemized reports as to what we are spending. The management company will get the reports to the tax office on time so we can stop paying late fees every year. Right now we have June Barber who sends generalized and vague financial reports and from what I understand is consistently late sending the reports to the tax office costing us more money.

There is a rumor that we are spending the park money willy nilly. Not so. We spent money on 2 tents for the park to use at the annual meeting. This would save the park \$700 a year that the last board spent to rent one. We have been able to greatly reduce the amount of the late rents. And our budget had a small profit we could use in the park. The last board, from the reports we had to work with, overspent their budget by \$22,000. We have actually not spent any money that did not have to do with improving the park.

There is a rumor that we know nothing and have done nothing about infrastructure in the park. We haven't been together very long as a board, but we have been getting prices to have driveways redone. We were going to apply for a grant to have the water system replaced. The last board had the park inspected and plans drawn up to have a new water system in 2017, and they never did anything with it. This was at a cost of \$30,000. We were having some of the dead or dying trees removed for park safety. We were getting together with the company plowing the park this winter to be sure that the streets were wide enough to get the cars thru.

There is a rumor that this board has been unable to get anything accomplished. There is a reason for this. When the last board left, instead of taking a couple of weeks to get our board up to date, they left no information and deleted 134 files from the computer that a computer professional was able to find for us. There was no organization to the filing system so we could find stuff. There were no documents or receipts to detail what was spent and what it was for. In other words, we spent months just trying to catch up on what was and was not done by the last board. So with no respect, no patience, and no help it seemed to the membership that this board was doing nothing. But that is just not true. The last board and friends have been fighting us and spreading rumors ever since we became a board.

It is said that when we have the monthly meetings they are argumentative and unproductive. Well, when the members who do show up come in with a chip on their shoulder or nothing but gripes to talk about, it ends up in a heated discussion. Especially when no one wants to listen to what the board has to say.

Good Luck with your next board of directors.

Signed  
after he was  
off the board,  
Sept. 15, 2018

Exhibit E

**Pinard Waste Systems, Inc.,**  
P.O. BOX 5048 Manchester, NH 03108

**Customer Service Agreement**

Effective Date: 10-1-2018

ACCOUNT NAME: LRMHV COOP  
SERVICE LOCATION: 303 Lakeshore Road Gilford, NH 03249  
INVOICE ADDRESS: LRMHV COOP  
303 Lakeshore Road Gilford, NH 03249

PHONE: (603) 387-0390  
CONTACT: Dave Berube

**DESCRIPTION OF SERVICE AND SCHEDULE OF RATES**

Description of Equipment	Monthly Rental Charge	Description of Service	Monthly Service Charges
(100) Automated Carts - Trash	No Charge	Weekly Collection	\$1030.00

**SPECIAL PROVISIONS:** None

**SERVICE CHANGES:**

Service changes in schedules and equipment must be mutually agreed upon and may result in billing adjustments. These changes as agreed upon shall be deemed an amendment to this Agreement. Consent to oral changes shall be ratified by the actions of the parties.

**TERMS & CONDITIONS:**

This Agreement shall be between Pinard Waste Systems, Inc and the customer's agent, successors and assigns. This agreement shall remain in effect for five (5) years from commencement of service. After the initial five(5) year term this agreement will automatically renew for three (3) year terms until such time as terminated by either party by submitting written notice via certified mail, at least thirty (60) days prior to the end of any term.

**PRICE INCREASES:** The customer agrees to an annual price increase of 2.0% of the average monthly invoice starting on the anniversary of this agreement and continuing each anniversary until the expiration of this agreement.

**TIPPING / PROCESSING FEES:**

Tipping fees for the disposal of solid waste and processing fees for the processing of recyclable materials are not within the control of the Contractor and are subject to changes at any time throughout the term of this Agreement.

**PAYMENT TERMS:**

30 Days Net

**HAZARDOUS WASTE/SPECIAL HANDLING OF MATERIALS:**

The customer agrees not to dispose of any types of materials deemed hazardous or requiring special handling of any type. Special handling may be required for materials which are bulky, heavy, overloaded or require special handling as deemed by a disposal facility, transfer station, processing facility or any governmental agency. The Customer shall be subject to surcharges in proportion to the increase costs related to the transportation and/or disposal of these materials.

**EQUIPMENT:**

Contractor shall be indemnified and held harmless relative to any and all damages, claims, causes of action, costs, expenses or other liabilities caused by or associated with any of the Contractor's equipment (including dumpsters) located on Customer's property unless caused by the gross negligence of Contractor's employees. Any Damages to the Contractor's equipment, other than normal wear and tear shall be borne by the Customer.

**BREACH OF CONTRACT:**

In the event the Customer terminates this Agreement prior to the expiration of any term or fails to comply with the payment terms contained herein the Customer shall be deemed to have breached this Agreement.

**LIQUIDATED DAMAGES:**

In the event Customer terminates this Agreement prior to the expiration of its term, Customer agrees to pay Pinard Waste as liquidated damages an amount equal to the sum of Customer's monthly billings for the most recent six (6) months, or, if Customer has not been serviced for six (6) months, Customer's average monthly billings for the months serviced or if none, the billing projected by Pinard Waste for the first month, multiplied by six (6). Customer acknowledges that the foregoing liquidated damages are reasonable in light of the anticipated loss to Pinard Waste caused by the termination and are not imposed as a penalty.

**PREVAILING PARTY:**

In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorney's fees, and all other related expenses incurred in such litigation. In the event of a no-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process. PINARD WASTE SYSTEMS agrees to perform service in a dependable, efficient manner however shall not be deemed to have breached this Agreement under extreme conditions such as: storms, strikes, riots, etc

**ACCEPTED & APPROVED:**

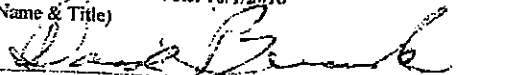
Pinard Waste Systems, Inc

LRMHV COOP

By: Anthony Belanger - Director of Major Accounts Date: 10/1/2018  
(Print Name & Title)

By: Dave Berube - President Date: 10/1/2018  
(Print Name & Title)

Signature: 

Signature: 

01/28/22

## Referring To ROC

There aren't many alternatives when a park owner decides to sell the property, but to become a co-op. ROC comes to the park and with a representative of the park initiates discussion. A vote is taken, a Board is formed and business proceeds.

It is our opinion that ROC only communicates with the Board, even though the Board is accountable to the members!!! Members need a forum of their own to ask questions and get help.

ROC receives \$2400.00 per year for technical assistance. We have had many TA's over the years. How can a co-op establish a rapport with their TA if they have changes all the time.

Two previous Board members went to Tara Reardon to get help with a slanderous petition to remove a Board from office.( Material included in packet D) Tara gave no advice or help.





February 1, 2022.

LRMHV CO-OP  
(Lakes Region Mobile Home Village cooperative)  
303 Old Lake Shore Road.  
Gilford, NH 03249

Debra Richardson— Lot A14

Sylvia Dion— Lot H2

Nancy Crowley— Lot H-5

Carlee Nichols— Lot D-10

**From:** gram062151@aol.com,  
**To:** Harold.French@leg.state.nh.us,  
**Cc:** chuck.morse@leg.state.nh.usDOJ,  
**Subject:** LRGHMV Cooperative issues  
**Date:** Tue, Jun 29, 2021 11:23 am

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Dear Mr French,

**HELP!!!!**

Just to remind you, We are the Lakes Region Mobile Home Village Cooperative, Inc.  
303 Old Lake Shore Rd. Gilford, NH 03249

Our community is having a lot of issues, and if you read our documents you already know. Right now I am writing this letter because we have gone through 4 boards just this year. We need help!!

Quite of few people who live here would like to see management come in to show who ever gets on the board how a co-op should run. We had 3 scheduled managements companies set up to come and speak with the members, and the current president canceled them.

I have heard if a co-op has issues with keeping a board that the state will step in and either tell us we have to get management or have another way to help keep boards.

I am really hoping that you can help and get back to me or Stephen Vowels. I hope you can help us out in 2 months we have our annual meeting and that will end up voting in another board.

Thank You,  
Debra Richardson

q

BOARD OF DIRECTORS 9/10 - 9/21/22 - LRMHV

ANNUAL MEETINGS	PRESIDENT	V P	TREASURER	SECRETARY	OPERATION MGR.
9/18/10 - 1ST	<del>PAT SAVAGE</del> <del>DAVE BERUBE</del>	TINY MIELE	N. SIMONEAU D. AKERMAN	ELIZ. MEADE	<del>DAVE BERUBE</del>
9/17/11 - 2ND	<del>DAVE BERUBE</del>	RON CORNIER	NANCY ZARLING	ELIZ. MEADE	JOHN SHARP
9/5/12 - 3RD	<del>DAVE BERUBE</del>	JANE SHARP	NANCY ZARLING	ELIZ. MEADE	R. ELLISWORTH
9/21/13 4TH	<del>DAVE BERUBE</del>	JANE SHARP	NANCY PRICE	ELIZ. MEADE	R. ELLISWORTH
9/13/14 - 5TH	<del>DAVE BERUBE</del>	JANE SHARP	NANCY PRICE	RASH. LAPLANTE	DON FARQUHARSON
9/12/15 - 6TH	<del>DAVE BERUBE</del>	JANE SHARP	IRENE FRAGLIARSON	COL. O'REARDON	DON FARQUHARSON
9/10/16 - 7TH	<del>DAVE BERUBE</del>	JANE SHARP	NANCY PRICE	JOHAN ANDERSON	DON FARQUHARSON
9/9/17 - 8TH	<del>DAVE BERUBE</del>	ROB RICHARDSON	C. KELLOG D. FAUKES	J. ANDERSON	D. FARQUHARSON DICK FURBISH
9/15/18 - 9TH	R. RICHARDSON DEB "	C. NICHOLS NANCY CROWLEY	NANCY CROWLEY SYLVIA DION	M. FAUKES R. LAYCOCK	R. ELLISWORTH BRENDA LEARY
9/17/19 - 10TH	JANE SHARP	R. LAPLANTE	<del>DAVE BERUBE</del>	B. WHITAKER	DON FARQUHARSON
9/20 - 11TH	JANE SHARP	R. LAPLANTE	NANCY PRICE	R. LAYCOCK	<del>DAVE BERUBE</del>
9/21 - 12TH	R. LAPLANTE <del>DAVE BERUBE</del>	R. LAPLANTE	J. ANDERSON C. KELLOG	R. LAYCOCK C. NEWMAN	<del>DAVE BERUBE</del> DICK BELLAROSE
9/21/22 - 13TH	COL. O'REARDON	JIM CORBIT.	NANCY PRICE	C. NEWMAN	<del>DAVE BERUBE</del>

INTERIM BOARD OF DIRECTORS:

PRESIDENT: DICK WALKER

VICE PRES.: PAT SAVAGE

TREASURER: DIANE AKERMAN

SECRETARY: ELIZABETH MEADE

OPERATIONS: ~~DAVE BERUBE~~

NOTES:

~~DAVE BERUBE~~ - BEEN ON THE BOARD - 9X PRES. + 5X'S OTHER POS.

JANE SHARP - 2X AS PRESIDENT + 5X'S AS VP

NANCY PRICE - 5X

B

THE ELECTED BOARD FOR THE  
2018 YEAR, NOTICED MANY  
ISSUES WITH MATHEMATICAL  
ERRORS THAT INITIATED  
LOOKING INTO OUR FINANCIALS  
MORE CLOSELY.

THE DOCUMENT IS IN  
RESPONSE TO MEMBERS  
REQUESTING AN INDEPENDENT  
AUDIT FOR MANY YEARS

Senator Chuck Morse  
State House  
Room 120  
107 North Main St.  
Concord, NH 03301

Honorable Senator Chuck Morse,

We the undersigned concerned members/residents of Lakes Region Mobile Home Village Cooperative located at 303 Old Lakeshore Rd. Gilford, NH 03249 are writing to ask for your immediate assistance. We are State certified/approved Cooperative as Governed by The State of NH Board of Manufactured Housing.

We have grave concerns about the financial stability of our Cooperative. As you will see in the attached documentation there are many accounting discrepancies/inconsistencies in our financials.

We have tried unsuccessfully to work with our board in recent years, asking for transparency relative to our finances. Most of the board members have been on the board in some capacity for the past 8 years.

In closing, we respectfully request that you examine the documents we have provided. We hope that you will share our concerns and agree that a thorough investigation by the State is warranted.

Signed,

Silvia Dion, Lot H-2

Carlee Nichols, Lot D-10

Debbie Richardson, Lot A-14

Carolyn Baker, Lot B-14

Susan King, Lot C-3

David Sturgeon, Lot E-14

Nancy Crowley, Lot H-5

Doug Killen, Lot C-12

Jay Brown, Lot E-9

~~Mike Dargy, Lot D-14~~

Stephen Vowels, Lot D-11

*Sylvia A. Dion*  
 Carlee Nichols D-10  
 Debbie Richardson A-14  
 Carolyn Baker B-14  
 Susan King C-3  
 David Sturgeon E-14  
 Nancy Crowley H-5  
 Doug Killen C-12  
 Jay Brown E-9  
~~Mike Dargy D-14~~  
 Stephen Vowels D-11  
 Pamela Casper E-7

CC: Attorney General Gordon MacDonald  
Senator Harold French  
Assistant Attorney General Robert Adams  
Karen Soucy, Executive Director, NH Manufactured Housing

**URGENT!!!! Important information regarding LRMHV Annual Meeting on September 19<sup>th</sup>**

**My name is Michelle Sykes, I am not a full member but I am an approved roommate at the park. My significant other is William Roster, and owns Unit D9. This document was prepared entirely on my own, using documents that have been provided to park members and publicly available information. These views/opinions/statements are my own and not based on any feedback received from other members of the park.**

**I am a Tax accountant with over 20 years of experience in a multitude of industries and company sizes. I obtained my BS in Accounting from Bentley University (formerly Bentley College). You can check out my LinkedIn profile and view my education history and my employment background to verify I'm well qualified to have written this.**

**My background and expertise are important as I'm writing to you using that experience after going through the parks financials, bank statements, check registers, and budgets for the last 12 months. The information provided to you on the following pages is not a personal attack nor is it complaining or whining session. I am helping you as members to understand the dire straits the park is currently in and help you better prepare for your annual meeting on September 19<sup>th</sup>.**

**All information here-in has been supported by documents you have previously been supplied by the board, you can easily access by requesting from the board, or was available on public websites. Should you have any questions on where the information I'm referring to is coming from, I'll set up a single meeting and invite all that wish to attend.**

**As a disclosure, I do not have any financial stake in this information nor whether the park finances are rectified or left alone. The hours spent preparing this information for you was done without compensation and for the good of the park.**

**I apologize for the lengthy packet, however, it was important to provide sufficient examples so you can see the Park is in urgent need of assistance.**

**Please take this information and read it carefully, formulate questions, come prepared to talk about these findings at the annual meeting. Your participation in all meetings, but most importantly the annual meeting, drives the parks success and failure.**

**I look forward to meeting you all at the annual meeting!**

**The Board of Director Reviews**

- **President's report**
  - You should be concerned a membership if that many records/documents have been lost or misplaced. This is in direct violation of your record retention policy.
    - Was your personal information, such as income/SSN's stored properly and securely?
    - What steps has the Board taken to ensure these documents are not mishandled or disposed of improperly?
  - Member/Roommate fee of \$100 was not voted into budget properly and all members whom paid the \$100 fee are entitled to a refund. No mention on when those refunds can be expected or how many members were affected.
    - If you were overcharged, request your refund immediately!
    - The approved fee was only \$25.00
- **Vice Presidents report**
  - A second mention that records are missing and they've been removed from the office. Again, concerning that this is happening. Why hasn't the board provided a detail listing of what information is missing? Will they notify you if your personal information has been compromised?
- **Secretary report**
  - FYI.. council confirmed recordings can be made. Record your meetings to ensure the minutes accurately reflect the discussions, approvals, and dissent of changes.
  - A third mention that records are missing. This has become a resounding issue.
    - Where most of your current board members have been on the board in one position or the other over a period of 5-9 years does it make you wonder why they are still in office and how they keep "Losing" documents?
- **Treasurer Report**
  - Quotes from the accountants is not fairly represented. It was confirmed Rose Archambault was not asked to submit a proposal to be the accountant nor did she provide the Budget with her name on it.
  - At this time of this writing, I had not yet been able to confirm whether Steven Geer had submitted his own proposal or budget.
  - No mention of the inaccuracies, missing expenditures, incorrect financial statement as prepared by June Barber & Associates.
  - No mention that we overspent the 2019/2020 budget by \$33K already
  - No mention that the proposed budgets for 2020/2021 do not accurately reflect the income or expenditures for the park's operating expenditures.
  - No mention of the \$16K withdrawn from CIP in 2020 to pay for work completed in prior year (2018/2019)? I was unable to locate any approvals from the membership for these expenditures.
  - Gift card rewards are considered to be compensation for work completed. Your insurance policies do not approve of these payments, should any liability arise as a result, the park is at risk of losing their insurance policies.
    - There is no budget for these expenditures, how often and for how much are these typically awarded?
  - No mention of the increase in unpaid rent from 2018 – present and what actions may be taken to reduce uncollectable rent.



**The Board of Director Reviews... continued**

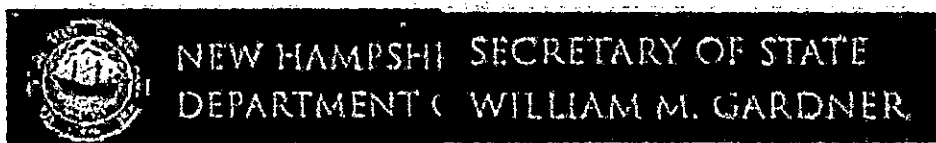
- **Operation Manager Report**
  - I cannot locate approval from the membership for the following expenditures. These were outside of the budgeted expenditures for the 2019/2020 year and were not agreed to by the membership.
    - Tree work
    - Replacement of 3 Electrical Panels
    - Speed Bump painting
    - Office Door for Unit G5
    - Road Sweeping
    - Underground electrical wiring replaced for Unit G5
  - I cannot locate the following expenditures in the current proposed budget for 2020/2021. Your budget does not adequately reflect you have funds available for these expenditures.
    - Repainting of Unit G5 & both Well houses
    - Storm drain cleaning
    - Tree stump removal

**2020 Annual Report – Due 04/01/2020**

- The 2020 report was due no later than 04/01/2020. It is now nearly 5 months late and subject to late penalties.
- The park needs to approve this form prior to the due date, not after.
- The document submitted for your review is missing page 2, this page has the park financial information on it.
- The state has marked the cooperative as no longer in good standing. Continued status of Not in Good Standing can cause the state to terminate the cooperative, place limitations on bank accounts, and can terminate any insurance policies.

You can view this standing yourself through the following free link. This is public information and can be obtained at any time for any company registered to do business in New Hampshire.

<https://quickstart.sos.nh.gov/online/BusinessInquire/LandingPageBusinessSearch>



Search Business Names

Back to previous page

Search Result

Business Name	Business ID	Status
LEHIGH	620427	Not in Good Standing



**State of New Hampshire  
Department of State**



L. R. M. H. V.  
900 Old Lakeshore Road Box G5  
Concord, NH, 03349, USA

Re: 2020 Annual Report Reminders Due April 1, 2020

Business ID#: 620427

**IMPORTANT NOTICE**

**Your 2020 Annual Report Reminder Due April 1, 2020**

You are receiving this notice as a courtesy reminder to file your 2020 Annual Report Form and to pay your Annual Fee on or after January 1 but not later than April 1, 2020. You can file your Annual Report online 24 hours a day, 7 days per week! Simply visit our web site at <http://www.sos.nh.gov/annualreport> to file your Annual Report online and pay the fee with your MasterCard, Visa, Discover credit card or pre-approved ACH.

"One Click Annual Report Filing" is now available if you do not need to make changes to your business records. If you need to make changes, you must log in or create a QuickStart user account. Once logged into the web site click *File an Annual Report Annual Fee Yearly Report*, located in the menu bar, and follow the easy step-by-step instructions. Upon successful filing, you will be given the option to print a copy of your completed Annual Report and related invoice for your records.

**Proposed By Law Changes — 2020**

Think carefully, the VP's words that not all proposals have been approved by the Cooperative Attorney. No proposal without being approved by the Attorney should be voted on. Ask for clarity as to which proposals those are, and I urge you to NOT vote on them.

- **Add new By Law**
  - This by law indicates you, as the potential seller of the property are solely responsible for the submission of membership or tenant applications.
  - This means potential buyers, have to provide you, someone they do know with their SSN, DOB, copy of a drivers license, and a check.
  - The park would then require you to communicate to buyers the status of their applications, if approved/denied and an explanation why
  - This puts you in charge of confidential information. How would you feel about sharing your, your spouses, your girlfriend/boyfriends confidential information with someone you've never met?
  - This process violates HIPPA and there is no reason why this information should not go directly to the Board where they bear the responsibility of HIPPA violations and or record keeping requirements.
  - With respect to refunds, this By law means you now become financially responsible for refunding applicants when multiple applications are sent in without proof the funds were cashed by the park, nor where payments made to you.
  - The Board is saying they are not fiscally responsible for duplicate payments and violating NH Unclaimed Property Laws.

**Proposed By Law Changes – 2020... continued**

- **Amend 3.5 – Bring the membership fee to \$300**
  - Where we have over \$13K in uncollected funds from 2018-2019 and this number is increasing annually, the membership fee should equal at least 1 month of rent. Anything less requires the existing members to absorb the difference between unpaid rents and the membership fees.
  - The By law mentions nothing about whether existing members are subject to the same membership fee change.
  - Are existing members required to bring their membership fee up to \$300? Within what time frame? What if you can't afford to bring up your membership fee, are you no longer a member?
  
- **Amend 3.9 – Change in loss of membership**
  - Currently the By Law states, membership WILL be revoked if a member endangers the effective operation of the Cooperative.
  - Changing WILL RESULT to MAY RESULT allows favoritism in the Boards decision as to whom loses membership. This has already been apparent in multiple issues found during a review of the records, the independent CPA's finding, and from Ms. Barber's statement.
  
- **Amend 4.8 & 4.9 – Combine the two bylaws into a single By law**
  - Granting the Board of Directors blanket ability to Monitor all homes are owner-occupied is over- reaching.
  - What constitutes Monitoring? Demand to be allowed to walk through your property? Demand to know who's cars are at your home, for how long, and demand you provide an explanation?
  - Allow board members to put up private cameras to monitor the comings and goings of you and your guests?
  - While I wholeheartedly agree the Board is responsible for enforcing all homes are owner-occupied, use methodology similar to the town hall uses. Require copies of utility bills and a signed statement the property is owner occupied annually. Any home that falsifies these documents is subject to immediate expulsion, lawyer fees to expel the resident, loss of membership, breach of contract.
  
- **Amend 8.3 – Limit Director terms to no greater than 2 consecutive 2 year terms.**
  - By agreeing to do so, we can stop the patten of officers holding multiple positions far beyond what the original By laws intended.
  - By limiting terms we ensure a true democracy is created
  - By limiting terms we better ensure records are not destroyed, fraud is not covered up, and makes it easier for future boards to not feel bullied or pressured into not running.
  
- **Amend 8.4 – Vice President takes over the President role and no election until the following Annual Meeting**
  - This By law change violates By law 8.1 which states the Board will consist of 5 members.
  - This By Law change violate By Law 8.2 where members vote for the Board.

**Proposed By Law Changes – 2020... continued**

- **Amend 8.10 – Requires 3 directors to be considered a quorum to vote on a decision**
  - Currently, a board member can schedule a meeting where only 3 of the 5 board members can attend. If 2 vote to agree to the transaction, despite not having a majority of the directors present a transaction can move forward.
  - It creates situations where two board members can control and run the board without the agreement of the rest of the board. There are 5 board members for a reason, it is to create a 2/3 majority and ensure transactions are voted in properly without giving any one board member too much power.
  
- **Amend 8.11 – Require all board members to agree and sign acceptance for a motion**
  - This means if the cooperative is trying to remove a board member, that board member can staunch a motion to remove him/her by simply not approving the motion
  - To ensure multiple view points are heard, not all board members should be required to approve a motion.
  - This motion violates By Law 8.13
  
- **Amend 9.4 – Vice President will Preside at all meetings in the absence of the President**
  - This motion means that no other office other than the Vice President can preside at any meeting where the President is not in attendance.
  - In this day of COVID, it does not make sense we limit who can preside over a meeting
  
- **Amend 9.7 – Ensure all bids are made available to all members to view**
  - All bids should be available to view, however, any board members relationship to the bidder should also be disclosed and the membership should have the right to vote which bid to select.
  - This prevents hand shake agreements, bids to relatives or business interests of the board which may not be lower than other bids
  
- **Amend 11.1 – The records WILL be kept by the Directors in office**
  - We should be amending the record retention chart to read all records remain in the park office unit G5 and none can remain in any director's home.
  - Records allowed to remain in an officer's home violate HIPPA laws
  
- **Amend 11.2 – Records Shall be open to inspection of all members within 15 business days**
  - Shall be wording allows the board to decide on what to share and what not to, it does not guarantee your request will be fulfilled.
  - Current limitation of 5 business days can limit the boards ability to pull records if a request was received on Sunday evening, however, 10 calendar days is a more reasonable expectation.
  
- **Amend 11.2 – Will be available within 5 business days**
  - Current limitation of 5 business days can limit the boards ability to pull records if a request was received on Sunday evening, however, 10 calendar days is a more reasonable expectation.

**Social Committee Budget request**

- At this time, the park is operating at a loss and cannot afford to extend an additional budgeted item of \$800
- Proposal is primarily Garden club however is proposed it's for Garden and Social club expenditures.
- No itemized listing of proposed costs to warrant an \$800 budget annually

**Capital Improvement Plan**

- Capital Improvements are defined by the IRS as:
  - Fixing a defect or design flaw
  - An addition, enlargement, or expansion
  - Rebuilding property after the end of it's life
  - Replacing a major component or structure
  - Adapting property to a new or different use
- Storm drain cleaning is not a capital improvement and should not be listed on this schedule. This is considered a repair and CIP Funds cannot be allocated or used for it.
- Why is the permanent generated listed to be replaced in 2015 if it has a 20 year life and was purchased in 2015?

**Capital Improvement Plan... continued**

- Electrical Panels needed to be fully replaced by 2017 as listed on the 2019-2020 CIP plan at a cost of \$83K. Only a few were replaced/repared in 2018, however, the CIP schedule shows they were replaced in 2020.
- Water line system was due in 2017 but has now been pushed to 2023-2024. Assuming no CIP funds are used between now and 2023, and the cost of the repair has not increased, we do not have enough funds to cover this project.
  - We are more than \$370K short (\$798K – current CIP bal \$428k). To cover these costs a 4<sup>th</sup> mortgage would need to be obtained, something the park currently cannot afford to do.

**Social Committee Budget request**

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**Auditor report for 2018/2019 Fiscal Year – Concerns & Comments**

- None of the Auditor supplied financial statements match any of the documents as supplied by your current accountant, June Barber & Associates.
  - Her records reflect, in error, \$40K MORE in assets than the Auditor records. In my experience, this NEVER happens and due to an accounting error on the part of the bookkeeper/accountant.
- On the Balance sheet, under “Assets” you will see LOT FEES RECEIVABLE for \$13,017 & \$9,665.
  - These figures represent how much rent the park was unpaid by members for years 2018/19 & 2017/18. These amounts were deemed forgiven by the Board of Directors.
    - Forgiven debt is considered income to the member and should have been reported on a 1099. Do you know if this was done?
  - For 2018/19 the \$13K of uncollected rent represents 35 months of unpaid/uncollected rent or 3% of your total rent collected annually.
  - Your uncollected rent increased by \$4K from the prior year, meaning this is a perpetual problem.
  - According to the By Laws failure to pay rent results in a late fee of \$15. Continued failure to pay rent results in a loss of membership and a higher non-member rent.
- On the Balance Sheet, under “Liabilities and Members’ Equity” it shows there were membership fees for 99 members still in the bank. That means no member lost their membership in 2018/2019 for failure to pay rent and no non-member rent was assessed.
- On the Statement of Revenue’s for 2018/2019 the auditor shows a profit of \$10K was recognized, however, June Barber and Associates shows a profit of \$25K.
  - Ms. Barber’s inflated profit is incorrect as she failed to properly document all expenditures and uncollected rent accurately. The auditor records are more accurate
- Notes to Financial Statements, Note # 5 regarding the mortgages:
  - In 2030, less than 9 years away, the following loans are due and payable in FULL:
    - Mortgage note with a 2018/2019 balance of \$2,954,876
    - Mortgage note with a 2018/2019 balance of \$317,748
  - Given the park is only paying down \$40K/year in principal we will never be able to pay the Balloon payment in 9 years. This will require new financing agreements very soon.
  - Interest rates are listed at 5.5% & 7.25%. Given interest rates have significantly dropped in recent years, refinancing these loans would be of utmost importance to reduce our debt.
- Notes to Financial Statements, Note # 8 regarding Concentrations of Credit Risk
  - Our current cash holdings are being held in a single bank. Those cash balances exceed those protected by FDIC.
  - Should our bank default, we would forfeit any cash in excess of the current limit of \$250,000 (the limit is not per bank account but total cash held at one bank). The auditor listed this as nearly \$300K at risk.
- Schedule of Information on Major Repairs and Replacements
  - The Updated estimated repair or replacement costs as updated in 2017 are NOT reflected on our current CIP schedule. Meaning the CIP funds needed is not accurately being calculated.

**Auditor report for 2018/2019 Fiscal Year – Concerns & Comments... Continued**

- **Drouin Associates Audit Notes:**
  - Board received this letter from Drouin over a month ago, what steps have they taken to ensure these recommendations are followed for the upcoming 2020-2021 year?
  - Collection efforts are the Accountant’s responsibility and she should be taking action in line with the Board By Laws. If the Board wishes to absolve anyone of uncollected rent or change the By Laws, they must do so through appropriate channels and not prevent the accountant from doing his/her job with respect to collections.
  - ALL Accountants are aware that funds are not to be disbursed without adequate support.
  - Missing invoices/records is not excusable... we are a small cooperative with relatively small number of invoices. Inexcusable records could not be found.
  
- **June Barber Response to audit notes**
  - Her response “I was told it was on a need to know basis and I didn’t know” incredibly disrespectful, rude, harassing, and could be construed as an attempt hide fraud by the Board.
    - We requested her presence at the Board meeting on September 19<sup>th</sup> but our request was denied by the Board.
    - Wouldn’t you like to know what current Board member is deliberately made this statement to your accountant and why they are hiding information?
    - Are Board members forgiving their own rent?
    - Rent forgiveness is not an available remedy per our By Laws for any member.
  - Disbursements need adequate documentation. There seems to be a hint in one of the Board notes that documentation and expenditures are not valid.
    - The Membership needs to explore whom is providing questionable support and why expenditures are invalid.
    - Expenditures need to be supported by an invoice or receipt and must be for a valid business reason.
      - Breakfast for a Director meeting is not a valid expenditure, travelling to visit the bank is not a valid expenditure, etc..
  - In my review of her prepared financial statements vs those supported by the check registers and bank statements, I found that her financial statements are extremely inaccurate.
    - Example: RE Taxes per 06/2020 income statement reflect we’ve paid a total of \$29,313, however, the Town of Gilford and our Check register show we’ve paid in a total of \$47,579.40. A difference of over \$18K!

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>
11/11/19	2941	Town of Gilford	(4,001.20)
11/12/19	2943	Town of Gilford	(2,092.80)
12/09/19	2957	Town of Gilford	(14,088.00)
03/07/20	3013	Town of Gilford	(5,068.40)
03/17/20	3013V	Town of Gilford	5,068.40
03/17/20	3015	Town of Gilford	(5,168.40)
05/14/20	3040	Town of Gilford	(7,004.00)
06/29/20	3059	Town of Gilford	(15,225.00)

**Auditor report for 2018/2019 Fiscal Year – Concerns & Comments... Continued**

- Example: Per 06/2020 income statement, Ms. Barber shows she has paid herself a total of \$2,342.45, however, cashed checks show she received payments totaling \$5,922.00. Should trust an accountant that cannot properly record payments to herself?

Check Date	Check	Amount	Payable to
10/01/19	2901	(658.00)	June Barber Associates
11/01/19	2925	(658.00)	June Barber Associates
12/02/19	2953	(658.00)	June Barber Associates
01/01/20	2971	(658.00)	June Barber Associates
02/01/20	2989	(658.00)	June Barber Associates
03/02/20	3006	(658.00)	June Barber Associates
04/01/20	3020	(658.00)	June Barber Associates
05/01/20	3030	(658.00)	June Barber Associates
06/01/20	3047	(658.00)	June Barber Associates

- Accounting support sounds hap hazard at best. She should know better and have a better filing system if she is in the business of Bookkeeping.
  - In my 20+ years of accounting experience I've never seen any bookkeeper use a single file to keep track of any business expenditures. In 2020, all records should be in digital format.
- Adequate support for funds will eliminate any duplicate payments. Petty Cash should be rarely used, not for board member reimbursement, for expenditures where you cannot obtain a check timely, or where they will not permit payment with a purchase order/invoice.

**2019/2020 Budget vs Actual Expenditures**

The following screen shots, show the comparison of the actual to the budgeted amounts spent thus far. Any amount NOT highlighted indicates we exceeded our budget or was not an approved expenditure:

	10/19 - 09/20 Budget Approved	YTD Balance as of 07/20 Income not detailed by source as detailed info was not avail.
Revenue		
Rental Income (99 units)	433,620.00	370,954.81
Late Fees		3,000.00
Other Income - Sale of A2		16,880.15
Transfer from CIP Reserve Account		780.00
Tent Refunds - prior year expense		
Applicant Fees		
Total Revenue	433,620.00	391,614.96

Continued on next page.



**2019/2020 Budget vs Actual Expenditures... Continued**

nses			
Annual Meeting	1,200.00		
Call multiplier	264.00	259.09	
Office - Heat	924.00	2,246.16	
Office - Internet/Electricity	1,200.00	764.08	
Office - Maint	600.00		
Office - Taxes	504.00	560.00	
Office Supplies & Postage	1,440.00		
Community Loan Fees	2,400.00		
Insurance - Liability	2,100.00	2,336.00	
NH Annual Report	36.00	75.00	
CPA Co & Bond Fee	7,896.00	5,463.19	
Utilities - Electricity	7,500.00	5,410.34	
Utilities - Sewer	21,396.00		
Operation - Maint/Repairs (Sweeping, speed bump paint	3,996.00	915.00	
Operation - Tree Service	6,600.00	1,930.00	
Operation - Trash	12,612.00	9,435.40	
Operation - Snow Removal	4,200.00	4,200.00	
Operation - Water Testing & Comp	4,596.00	2,693.40	
Operation - Water System State of NH Permit	300.00	300.00	
<b>Operations Total</b>	<b>82,304.00</b>	<b>39,463.80</b>	
Professional - Accountant/Auditor	7,896.00	6,580.00	
Professional - Legal	2,400.00	2,473.60	
Replacement - Reserve (CIP)	42,000.00	35,000.00	
Taxes - Real Estate	36,000.00	47,019.40	
Taxes - Federal Income		1,300.00	
Taxes - State (NH-BET)	1,500.00	1,350.00	
MVSB mortgage payment	197,880.00	154,839.60	
MVSB 2nd mortgage Payment	21,396.00	17,738.30	
NHCLF Mortgage Payment	28,380.00	25,694.40	
<b>Subtotal Expenditures</b>	<b>417,216.00</b>	<b>388,381.10</b>	
<b>Unbudgeted Expenses</b>			
NSF rent		1,825.00	
Bank Charges		100.00	
Credit/Background Checks		659.50	
Membership Fee refunds		1,425.00	
CIP Expenditures		16,890.15	
Locksmith		1,010.00	
Chamberlain Electric		366.30	
Rowell's Services		3,626.83	
AJ Foss		1,252.50	
Gilford Well Company		300.00	
Purchase of Lot A2		3,000.00	
Forgiveness of 3 mo rent to new A2 owner		1,095.00	
Reimb to Robert for Tree service?		50.00	
Reimb Unknown - Nancy Price		512.41	
Reimb Unknown - David Berube		1,347.38	
Reimb Unknown - Dave Berube Cash for 10th			
Anniv Party		750.00	
<b>Subtotal Unbudgeted Expenditures</b>		<b>33,450.07</b>	
<b>Expenses</b>	<b>417,216.00</b>	<b>421,831.17</b>	
<b>Profit / Loss</b>	<b>16,404.00</b>	<b>19,583.79</b>	

**2019/2020 Budget vs Actual Expenditures... Continued****Accounting / Misc. issues**

- **By Laws require 2 Board members to sign all checks. Of the 153 checks cut YTD**
  - 33% were not in compliance with the By Laws
    - 47 were signed by David Barube & June Barber
    - 1 signed by David Barube only
    - 1 signed by Sylvia only
    - 1 signed by Sylvia & June Barber
  - Board Members knowingly violated By Laws and should be removed from office and forbidden from running again
  
- **Lot K2 – Unoccupied**
  - The By Laws state the vacant property must be listed to low income families for 30 days then listed for all income families if still available after 30 days. What actions has the board taken to list this empty lot?
  - We are losing valuable rent for each month it remains empty
  
- **Lot A2 Was purchased and sold without Member consent for \$3000**
  - Lot A2 was purchased for \$3000, the former tenant was paid for moving expenses not approved by the membership, and legal fees associated with the lot were absorbed by the membership.
  - Lot A2 was then resold the same day, at a loss, without member knowledge or opportunity to bid on the property to:
    - a relative of a current member for less than Fair Market Value (FMV)
    - given 3 months of free rent
    - Sold to an LLC and known to not be owner occupied
    - It was purchased as an investment property and subsequently sold for \$63,000. Quite a profit for the LLC owner.
    - The Board knowingly sold at a loss rather than attempt to recoup lost membership fees, rent, legal fees to bring the park finances back into whole.
    - The Board did not follow By Laws and didn't sell to a low-income family
    - The Board did not follow By Laws and knowing sold to a non-owner occupied company
    - The Board did not act in the best interest of Cooperative.
    - The Cooperative will be liable for Federal income taxes for selling the lot at less than FMV.
  - Board Members knowingly violated By Laws and should be removed from office and forbidden from running again
  
- **Non owner-occupied Lots**
  - There are currently several lots that are non-owner occupied and the Board has not made efforts to remove membership, has not instated non-member rent, and has not evicted or expelled the owner from the property.
  - By Laws require the Board to take action on such matters, it is NOT discretionary per our By Laws.

**2019/2020 Budget vs Actual Expenditures.... Continued**

**Accounting / Misc. Issues**

• **June Barber Associates Bookkeeping**

- Bank Statements do not match the financial records she prepares. I tried reconciling cash monthly and could not get to the numbers she has on her Balance sheets monthly.

**Example:** Below is a schedule of Rent/application fees as recorded by June Barber vs what the Bank shows we received. As you can see, many months they do not match. They do not appear to be a timing difference as bank deposits rarely happen on the first of the month per the bank statements.

	<u>Receipts Recorded Per June on Check Ledger</u>	<u>Receipts per bank statements</u>	<u>(Over reported receipts) / Under reported Receipts on books</u>
October-2019	34,962.00	31,524.00	(3,438.00)
November-2019	43,032.50	45,725.50	2,693.00
December-2019	37,480.00	37,480.00	-
January-2020	33,714.00	33,714.00	-
February-2020	41,933.00	34,459.00	(7,474.00)
March-2020	37,505.00	44,614.00	7,109.00
April-2020	37,627.31	30,287.00	(7,340.31)
May-2020	31,703.01	38,045.00	6,341.99
June-2020	38,700.00	38,225.00	(475.00)
July-2020	38,670.46	38,181.00	(489.46)
August-2020			-
September-2020			-
Total	375,327.28	372,254.50	(3,072.78)

- She changes the beginning balance of the cash account after she supplies the coop the financial statements. This is never allowed in accounting!

**Bank Reconciliation  
Per Joan**

	<u>Apr-20</u>	<u>May-20</u>	<u>Jun-20</u>	<u>Jul-20</u>
Beg Balance per G/L	105,731.85	??? No Bal	106,352.78	119,526.47
Beg Balance	105,358.86	113,759.64	106,247.78	119,984.47

- Accounts payable figures on the Balance sheet should reflect actual amounts due or estimates for bills not yet received. Her figures are grossly under calculated and stagnant. Her figures are erroneous give a false sense of what the park has for resources to pay.
- She continues to show revenues for 99 units, however, we know we aren't collecting 99 units of rent as unit A2 has been vacant & was forgiven for 3 months of rent, Unit K2 is empty, for 5 months this fiscal year we have been assessed back check fees for rent checks that bounced, and we have historically 3% of uncollected rent annually.

**Accounting / Misc. issues... continued**

	<u># of Units</u>	<u>Expected Rent</u>	<u>Rent Per June Barber Associates?</u>	<u>(Under)/Over collected</u>
October-2019	99.00	36,135.00	34,962.00	(1,173.00)
November-2019	98.00	35,770.00	43,032.50	7,262.50
December-2019	98.00	35,770.00	37,480.00	1,710.00
January-2020	98.00	35,770.00	33,714.00	(2,056.00)
February-2020	98.00	35,770.00	41,933.00	6,163.00
March-2020	97.00	35,405.00	37,505.00	2,100.00
April-2020	97.00	35,405.00	37,627.31	2,222.31
May-2020	97.00	35,405.00	31,703.01	(3,701.99)
June-2020	97.00	35,405.00	38,700.00	3,295.00
July-2020	97.00	35,405.00	38,670.46	3,265.46
July-2020	98.00	35,770.00	38,181.00	2,411.00
August-2020				
September-2020				
<b>Total</b>		<b>392,010.00</b>	<b>413,508.28</b>	<b>21,498.28</b>

- o Duplicate Member refunds were booked for Patrick & Lisa Savage \$250 paid on 10/22/19 & \$175 paid on 11/04/19

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Beg Bal</u>	<u>Amount</u>
10/22/19	2913	Patrick & Lisa Savage		(250.00)
11/04/19	2932	Patrick & Lisa Savage - membership refund		(175.00)

- o Membership fees in our CD do not adequately reflect the active # of members. It shows 99 all year but we've had anywhere from 97-98 (not counting members that should have lost their membership due to unpaid rents).
- o Checks are written and recorded for future periods which creates check #ing issues. This is a violation of Accounting principles and forbidden in accounting.
- o Currently, the following check remains uncashed:
  - Check # 3031, Issued 04/29/2020 \$2400.00 payable to Top Notch Tree Experts
  - Is this still due and payable?
- o The following expenses have not been recorded on the financial statements she prepares but are reflected on the bank statements. Were these amounts ever collected from the delinquent rent payors? Were they charged the NSF Fees and late fees? Are they allowed to continue paying by check where so many months in a row the checks bounced?

Accounting / Misc. Issues... continued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
10/30/19	NFS Bank Fee	(12.00)
10/30/19	Receipts - NSF	(365.00)
02/28/20	NFS Bank Fee	(12.00)
02/28/20	Receipts - NSF	(365.00)
03/01/20	NFS Bank Fee	(12.00)
03/01/20	Receipts - NSF	(365.00)
04/01/20	NFS Bank Fee	(12.00)
04/01/20	Receipts - NSF	(365.00)
05/01/20	NFS Bank Fee	(12.00)
05/01/20	Receipts - NSF	(365.00)
06/01/20	Bank Fee to Obtain Strmts	(40.00)

- Board members have been increasingly reimbursing themselves for expenditures. Typically you would see small amounts for misc expenditures, however, these expenditures have become quite large and frequent for a small coop. Dave Berube seems to be the biggest offender with the majority of the reimbursements. Odd no other director needed to be reimbursed from Sept 19 – May 20.
  - An explanation as to what these expenditures are should be obtained and added to future budgets if they are legitimate.

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>
09/19/19	2899	Dave Berube	(209.00)
09/19/19	2900	Dave Berube	(100.00)
09/30/19	2906	Dave Berube	(160.23)
10/08/19	2909	Dave Berube	(112.39)
10/15/19	2911	Dave Berube	(115.67)
10/22/19	2917	Dave Berube	(91.01)
10/25/19	2922	Dave Berube	(63.82)
11/05/19	2937	Dave Berube - Cash for 10th Anniv Party	(750.00)
11/11/19	2942	Dave Berube	(79.50)
11/19/19	2948	Dave Berube	(179.46)
12/31/19	2977	Dave Berube	(107.73)
01/14/20	2983	Dave Berube - Petty Cash	(196.33)
02/11/20	3000	Dave Berube	(77.92)
02/18/20	3001	Dave Berube	(220.00)
05/29/20	3048	Nancy Price	(172.98)
07/24/20	3067	Nancy Price	(166.83)
07/24/20	3067V	Nancy Price	166.83
07/24/20	3068	Nancy Price	(166.83)
07/24/20	3068V	Nancy Price	166.83
07/24/20	3073	Nancy Price	(156.83)
07/29/20	3075	Dave Berube	(103.55)

**Accounting / Misc. issues... continued**

- **Misappropriation of Funds/Breach of Fiduciary Duty of Care/Failure to Follow By Laws**
  - Expenses are required to be supported by receipts and be for valid business reasons. Any expenses paid/reimbursed for without appropriate support AND deducted for Federal/State income tax purposes are considered Tax Fraud. Our insurance policy/Bond coverage does not cover Tax Fraud.
  - Misappropriation of funds & Breach of Fudiciary care was broken when unit A2 was sold for less than FMV, not listed for sale as required by our By Laws.
  - Misappropriation of funds when unit A2 was "paid off" to leave unit & a moving truck was hired to move their belongings without a majority vote from the Membership.
  - Misappropriate of funds & Breach of Fudiciary care was broken when expenses exceeding \$3,000 fiscally were expended and not budgeted for by the Board or Cooperative
  - Breach of Fudiciary care was broken by renewing contact for Accountant when it is obvious the records do not tie, are erroneous, not reliable, inaccurate, have significant accounting errors.
  - Misappropriation of funds & Breach of Fudiciary care by selectively enforcing By Laws surrounding late/unpaid rent, utilization of membership fees to satisfy underpaid rent, &/or failure to assess non-member rent when required by By Laws.
  - Misappropriation of funds & Breach of Fudiciary care by failing to terminate membership and evict units whom are not owner occupied.
  - Breach of Fudiciary care of Board allow a single board members to sign checks and/or permit the accountant to sign checks.

**Proposed 2020/2021 Budget based on Actual 2020 Income & Expenditures**

Below are 2 more accurate budgets than what the board has proposed.

The first reflects our financial position if uncollected rent were to continue at the current 3% rate of uncollected rent, unit K-2 remains empty, and if we didn't raise rent. Additionally, I increased the Accountant fee as we should not continue on with June Barber & Associates. Without raising rent, we cannot complete any of the proposals the Operation Manager is collecting.

The second shows how much rent needs to be raised in order to meet our actual expenditures, have enough funds left over for the proposals the Operation Manager is collecting for the upcoming year and to cover the 2020 CIP work needed for the Electrical Panels.

**Proposed 2020/2021 Budget based on Actual 2020 Income & Expenditures... continued**

Prepared by - Michelle Sykes

9/7/2020

(Based on actual 2019-2020 expenditures and CIP Schedule)

10/1/20 - 09/30/21	
Estimated Budget - Rent at \$365/mo	
<b>Revenue</b>	
Rental Income (99 units @ \$365/mo)	433,620.00
Bad Debt - Uncollectable Rent 3%	(13,008.60)
Unit K2 - Empty - \$365/mo	(4,380.00)
CIP Transfer for Electrical Panel work	30,000.00
Late Fees	
Applicant Fees	
<b>Total Revenue</b>	<b>446,231.40</b>
<b>Expenses</b>	
Annual Meeting	1,400.00
Call multiplier	264.00
Office - Heat	2,500.00
Office - Internet/Electricity	900.00
Office - Maint	600.00
Office - Taxes	900.00
Office Supplies & Postage	500.00
Background Checks	300.00
Community Loan Fees	2,400.00
Insurance - Liability	2,500.00
NH Annual Report	30.00
CPA Co & Bond Fee	8,200.00
Utilities - Electricity	7,000.00
Operation - Maint/Repairs	3,996.00
Operation - Tree Stump removal	800.00
Operation - Trash	11,000.00
Operation - Snow Removal	4,400.00
Operation - Water Testing & Comp	2,700.00
Operation - Water System State of NH Permit	300.00
<b>Operations Total</b>	<b>23,196.00</b>
Professional - Accountant/Auditor \$700/mo	8,400.00
Professional - Legal	2,600.00
CIP - Electrical Panel/Box Upgrades	30,000.00
Replacement - Reserve (CIP) - \$3500/mo	42,000.00
Director Reimb expenses	2,200.00
Repainting of Unit G5	TBD
Repainting of Front & Back Well houses	TBD
Storm Drain Cleaning	TBD
Tree Stump removal	TBD
Taxes - Real Estate	55,000.00
Taxes - Federal Income	1,300.00
Taxes - State (NH-BET)	1,500.00
MVSB mortgage payment	198,000.00
MVSB 2nd mortgage Payment	21,800.00
NHCLF Mortgage Payment	32,000.00
<b>Subtotal Expenditures</b>	<b>445,490.00</b>
<b>Net Profit / Loss</b>	<b>741.40</b>

**Proposed 2020/2021 Budget based on Actual 2020 Income & Expenditures... continued**

Prepared by - Michelle Sykes

9/7/2020

(Based on actual 2019-2020 expenditures and CIP Schedule)

10/1/20 - 09/30/21	
Estimated Budget - Rent @ \$395/mo	
<b>Revenue</b>	
Rental Income (99 units @ \$395/mo)	469,260.00
Bad Debt - Uncollectable Rent 3%	(14,077.80)
Unit K2 - Empty - \$395/mo	(4,740.00)
CIP Transfer for Electrical Panel work	30,000.00
Late Fees	
Applicant Fees	
<b>Total Revenue</b>	<b>480,442.20</b>
<b>Expenses</b>	
Annual Meeting	1,400.00
Call multiplier	264.00
Office - Heat	2,500.00
Office - Internet/Electricity	900.00
Office - Maint	600.00
Office - Taxes	900.00
Office Supplies & Postage	500.00
Background Checks	300.00
Community Loan Fees	2,400.00
Insurance - Liability	2,500.00
NH Annual Report	30.00
CPA Co & Bond Fee	8,200.00
Utilities - Electricity	7,000.00
Operation - Maint/Repairs	3,996.00
Operation - Tree stump removal	800.00
Operation - Trash	11,000.00
Operation - Snow Removal	4,400.00
Operation - Water Testing & Comp	2,700.00
Operation - Water System State of NH Permit	300.00
<b>Operations Total</b>	<b>23,196.00</b>
Professional - Accountant/Auditor \$700/mo	8,400.00
Professional - Legal	2,600.00
CIP - Electrical Panel/Box Upgrades	30,000.00
Replacement - Reserve (CIP) - \$3500K/mo	42,000.00
Director Reimb expenses	2,200.00
Repainting of Unit G5	TBD
Repainting of Front & Back Well houses	TBD
Storm Drain Cleaning	TBD
Tree Stump removal	TBD
Taxes - Real Estate	55,000.00
Taxes - Federal Income	1,300.00
Taxes - State (NH-BET)	1,500.00
MVSB mortgage payment	198,000.00
MVSB 2nd mortgage Payment	21,800.00
NHCLF Mortgage Payment	32,000.00
<b>Subtotal Expenditures</b>	<b>445,490.00</b>
<b>Net Profit / Loss</b>	<b>34,952.20</b>



**Final words**

I urge you all to think carefully about those you elect or allow to remain in Board positions this year.

Do they make sense?

Are they acting in the best interests of the collective membership or for their own benefits?

Are they making selective decisions to satisfy their own agendas?

Are they putting the park at risk at being insolvent?

Should we continue hiring an accountant that can properly keep our books and provide accurate financial statements?

Should a Board member that tells your accountant to not follow the By Laws and tells them it is none of their business be allowed to continue on the Board? Be a member?

The budget absolutely should not be voted on until it can be updated with corrected actual expenditure items.

**Do not vote in** the current budget, CIP expenditures, renew your accountant until these can be updated/corrected.

Exhibit  
B 2



**JUNE BARBER ASSOCIATES**  
**Accounting and Tax Preparation**

526 Main St. Ste 1  
Laconia, NH 03246

603 528-2800  
fax: 603 528-2868

email: j.junebarberassoc@myfairpoint.net

**REBUTTAL**

I, June Barber, **ACCOUNTANT**, is hereby responding to accusations in the report distributed to all members, as prepared by Michelle Sykes, who does state she is **not** a member, states that she prepared the 37 pages from documents provided to park **MEMBERS, AND PUBLICALLY AVAILABLE. Not true, the only way a member can get copies of bank statements is for the Member, herself/himself request copies, Neither her nor her significant approached the BOD for copies, so these bank statements, which are confidential, were not obtained from the BOD but from someone else and should not be her possession. Also, has she or her significant other, attended any of the monthly meetings?**

She does state that she is a **TAX ACCOUNTANT with 20 years experience, I have 30 years as an Accountant. Being a tax accountant explains some of the omissions she left out and did not address in her comments about the financials, etc although being a Tax Accountant, she should be aware of the many corrections I have noted, so that being the case, here are my comments**

Pages 2 – there is no mention of inaccuracies, missing expenditures, incorrect financials prepared by me as there was nor is none.

Does anyone understand a **Budget**, it is a guesstimate and not cast in concrete. Prepared a year in advance, additional unexpected expenditures come up and yes, you do go over the Budget. **Inevitable.** I will address her BUDGET later in this report.

Let's skip over to Page 8 – Yes, we do differ from the one issued for 6 30 20 by me and the final report issued by Drouin Associates, CPA who does our audit, Drouin makes changes and that is why LRMHV pays him the big bucks. Well, since she is a **Tax Accountant** maybe this is something new to her. Drouin Associates reclassifies some of my expenditures into Assets on his balance sheet, and the final numbers are his without question from me as he is the CPA. I expense these expenditures and he decides if they are an expense or capitalize, i.e. the tent the BOD 9 30 19 purchased, I expensed, he reclassified to an Asset.

Also be aware that LRMHV is an Accrual Taxpayer and not a cash taxpayer. Will be glad to explain this to ANYONE who does not understand and it is noted in Drouin's financial statements based on accrual income and expenditures. Read the fine print if you will.

Membership fees on the balance sheet are in a CD stays at 99 members does not change with anyone leaving or anyone coming. You do not touch a CD until it matures and this is kept this way until it matures and is a good business practice to keep these monies separate. It is a Restricted Acct, meaning cannot be touched except for membership.

As far as my profit versus Drouin's, how about thinking **depreciation** which is a paper loss that Steve Drouin calculates and puts in his final report. **PAPER LOSS ONLY, NOT CASH LOSS**, just in case you don't know that. I have recorded all income and all expenditures as Drouin Associates reviews every piece of paper, all invoices with checks attached, all checks with backup info. Depreciation \$38,030.68 and amortization \$4,125.32. Hopefully you can add and note that his income/loss will be bigger than mine. Will also refer to the budget prepared by a Tax Accountant.

My response to audit notes for 9 30 19, old BOD as far as the legal fees which are to be billed back to the unit owner was not done, I questioned this several times and was told by the 9/30/19, I was not on a need to know, disrespectful, yes, but I will show you what disrespectful is with the attached copies of notes I received every month starting in December 2019 and still continues, that is more than disrespectful. Were they, prior board, hiding something, could be who knows unless you question the 9 30 19 BOD.

There are no invalid expenditures on the books, would be nice if this remark was expanded a little bit but when you are witch hunting, you don't want to.

Town of Gilford, more homework should have been done first. Checks are made payable to town of Gilford for real estate as well as sewer, so combined all checks written into one and says I don't know what I am doing? Perhaps the preparer of this report should rethink check 2491 Sewer 2493 Sewer 2957 real estate tax, 3015 sewer, 3040 sewer, Real Estate, do the math, real estate tax \$29,313 Sewer look at income statement!!!!

Again, preparer, did not do her homework.

My fee is \$658 per month, do not know where she came up with **\$2342.46**, really, as attached is a copy of the pdf income statement sent to LRMHV and it shows \$5992.00 paid to me as of 6 30 20. Maybe you should not believe in a Tax Accountant that apparently has issues in reading reports.

Let me advise you that my business is Accounting and not bookkeeping to which the preparer keeps referring. Don't know what the preparer refers to as a 'single file'. All records are on my computer, with weekly backups, computer goes home with me every night as well as the backups. Also keep a small supply of checks offsite just as a precaution.

Again, JUNE BARBER BOOKKEEPING, **AM NOT A BOOKKEEPER**, HOW ABOUT YOU Book revenue is accrual basis income, bank statements is based on deposits Cash in, get it?? So there will always be a difference.

No Accounts Payable in my reports as when an invoice comes in, it is directly paid and expensed. The only time is at fiscal year end as after books have been closed, you may get a bill refers back to the prior month and then has to be accrued. I have never changed a beginning balance on any of my Balance Sheets once they are issued. I never give out a report until bank statements are reconciled.

Note name is **JUNE** not **JOAN**. Can't even get that right

No double payments for Savage membership refund. This is my fault, yes I admit to my mistakes, I use the vendor Refunds and only change who the check is payable to but if the vendor is set up under the Savage name, it shows that way on the checks register. I have since corrected this.

c

An unauthorized check  
was written to a tree  
co based on a quote.

The check was given  
to a community member  
by our bookkeeper.

L.R.M.H.V. COOPERATIVE, INC.  
303 OLD LAKE SHORE ROAD  
GILFORD, NH 03249  
OFFICE G-5

March 17, 2020

To the Members of LRMHV Cooperative,

We have had a number of rumors going around the park about some money that was supposedly spent or stolen by the current board during the transfer of the old board and the new board. Hopefully, this packet will take care of these rumors. But if you should have any further questions the board will be glad to meet with you one on one.

We have a bill from Top Notch Tree for \$4000. This was dated September 27, 2019 and the invoice number is 6102. According to Don this was a quote of what the work would cost. The bill is for tree trim and removal of trees, 2 days with a bucket truck. They were told the bucket truck would not be available until January. David had June cut check # 2903 for \$4000 so they could pay it when it came due. When the check was cut, it was mistakenly cut with the date of September 1, 2019 instead of September 27, 2019, but it wasn't noticed right away. When it was noticed there was a verbal agreement by the board that it shouldn't be a problem. The check was kept in the back room of the office. Unfortunately no work was done in September.

In November we had the trim work done on the trees. We received another bill from Top Notch dated 11/26/2019 and numbered 6549 for \$3500. This was for 2 days with the bucket truck that became available earlier than they thought. June cut a check # 2958 for this amount and the bill from Top Notch was paid. The original check for \$4000 was voided by Rachel and returned to June.

*Which is it Bill or Quote  
almost a month mistake*

*Who is they?*

*problem!  
Sept!  
new board had no authority*

Shouldn't  
it be in  
our file!!

June is currently trying to locate the original check in her office. But she did provide us with copies of the 2 invoices and the 2 check stubs. Copies of these are included with the packet.

- As you can see, the first bill is for \$4000, invoice #6102, signed by Don and David, dated September 27, 2019. The attached check stub #2903 dated September 1, 2019 was voided.
- The second bill is for \$3500, invoice #6549, signed by David and Roxann, dated November 26, 2019. The attached check stub #2958 dated December 17, 2019

Also included in the packet is a statement from Meredith Village Savings saying that the check #2903 for \$4000 was never cashed or presented to the bank for processing.

The reason for the difference in the 2 bills was that they did the trim work in November but did not remove any trees. The removal of several trees will take place in the spring.

#4000  
for trim  
removal  
ended  
being \$3500  
for just trim

Thank you → #500 for removal?  
One tree was removed  
DEAD?  
DIB?

The Board of Directors

Reverse why  
you don't write a  
check BEFORE  
you receive a  
bill

How would you  
have dealt with  
the \$4000 check  
when the bill  
was \$3500?

Check written 9/1 or  
even 9/27 Bill 11/20  
3 months inbetween!!









March 9, 2020

To whom it may concern,

Check number 2903 in the amount of \$4000.00 has not been presented against the LRMHV operations Account.

A handwritten signature in black ink that reads 'Dawn DiRenzo'.

Dawn DiRenzo, BSR

Gilford Office

1383 Lakeshore Rd

Gilford, NH 03249

Exhibit  
C

Rachel Laplante – Past Vice President  
303 Old Lake Shore Road, Lot C9  
Gilford, NH 03249

Deb Richardson – Past President  
303 Old Lake Shore Road, A14  
Gilford, NH 03249

April 17, 2019

Dear Members of LRMHV Cooperative Inc.:

This letter is in response to the letter we received from our Board of Directors dated March 17, 2020 but post marked and mailed to us on April 14, 2020.

Deb and I respectively are responding to this letter, because 1) we found the letter to be very confusing and 2) we want you to know of events “that we are both aware of” relating to the same matter.

To make it easy for you, we will respond to their letter, paragraph by paragraph.

**Paragraph 1- Neither of us said any money was stolen by the BOD’s Past or Present.**

Event: Deb Richardson - Past President (of Previous BOD), received a copy of the check register handed out during a monthly meeting. Deb noticed the first line item Check # 2903 for \$4000.00. Deb sent an email to our accountant, June Barber informing her that her BOD had never hired Top Notch Tree Experts to do any tree work. Deb was told that the date of the check was an error and that it would be taken care of.

Event: Rachel Laplante – Past Vice President (of Current BOD) David Berube (of Current BOD) came to my house and told me about the situation “not fully comprehending it at the time,” I later phoned June Barber and asked her about it. She claimed it to be an error and said she asked David to bring it back and that he said, “NO!”

Event: David told the BOD in executive Session about the check. And just as he states in the letter we received, he claimed there to be no problem.

Event: Rachel disagreed and on more than one occasion she stated the following:

- 1) The transition of the BOD took place on September 27, 2019 and that this check is dated September 1, 2019; and
- 2) That the previous BOD did not hire nor was there any past due bill from Top Notch Tree Experts; and
- 3) That the current BOD did not have check signing authority until sometime after September 27, 2019.

Rachel believed that the check should have been returned to June as she requested. It took Rachel 2 ½ months to get the check from David (without any assistance from the other board

**Paragraph 4** - June is trying to locate the original check the BOD stating is lost in her office.

**WE SHOULD ASK,**

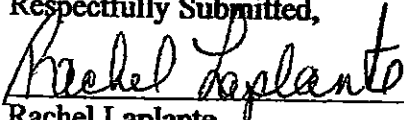
Did David forget to return the actual check that Rachel voided? **Recall:** Rachel did not write void on the check stub provided with the letter.

**Paragraph 5** - Agree.

**Paragraph 6** - In paragraph 2 of their letter it clearly states that the \$4000.00 is for tree trimming and cutting. We paid \$3500.00 for just trimming as shown on attachment B. Are we to assume that we will get a final bill for \$500.00 as originally quoted?

We hope this letter brings to light that there are many inappropriate actions that negatively affect the operation of the Cooperative. Your participation at our regular monthly meetings is crucial.

Respectfully Submitted,

  
Rachel Laplante

  
Deb Richardson

December 8, 2021

To: Deborah Richardson  
Row A-14

Enclosed please find a copy of check number 2903, dated September 1, 2019. The Board of Directors has received the original check from our previous accountant. As you had requested a copy of this check in the past, the board thought it prudent to provide you with a copy. The original check is at the office at G-5 now and will be available to view at the next Board of Directors meeting.

Sincerely,

The Board of Directors

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

2903

**L.R.M.H.V. COOPERATIVE, INC.**  
303 OLD LAKESHORE RD.  
GILFORD, NEW HAMPSHIRE 03249

**MEREDITH**  
VILLAGE SAVINGS BANK  
MEREDITH, NEW HAMPSHIRE 03253  
54-7293/2117



DATE

AMOUNT

2903

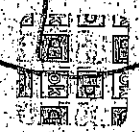
Sep 1, 2019

\*\*\*\*\*\$4,000.00

PAY  
TO THE  
ORDER  
OF

Four thousand and 00/100 Dollars

Top Notch Tree Experts  
P. O. Box 1738  
Campton, NH 03223



*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

Security features. Details on back.

6172

⑈002903⑈ ⑆211772936⑆ 04 695404⑈

LRMHV COOPERATIVE INC SD 9 30 19

Revised

Check Register

For the Period From Sep 1, 2019 to Sep 30, 2019

7cb 11/26/19

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
2903	9/1/19	Top Notch Tree Expe	10100	4,000.00
2889	9/2/19	June Barber Associat	10100	658.00
2892	9/3/19	Pinard Waste Syste	10100	1,050.60
2893	9/3/19	Atlantic Broadband	10100	135.48
2894	9/9/19	Gilford Well Compan	10100	497.45
2895	9/9/19	Rowell's Services	10100	2,451.00
efts sep 19	9/10/19	Meredith Village Savi	10100	1,773.63
2896	9/10/19	LRMHV Cooperative	10100	3,500.00
	9/15/19	NHCLF	10100	2,569.44
	9/16/19	Meredith Village Savi	10100	16,489.98
2897	9/16/19	Eversource	10100	162.21
2898	9/16/19	Eversource	10100	35.67
2899	9/19/19	Dave Berube	10100	209.00
2900	9/19/19	Dave Berube	10100	100.00
2904	9/30/19	Pinard Waste Syste	10100	1,125.60
2905	9/30/19	Eversource	10100	320.91
2906	9/30/19	Dave Berube	10100	160.23
2908	9/30/19	Taylor Rental	10100	1,256.50
2903V	9/30/19	Top Notch Tree Expe	10100	-4,000.00
<b>Total</b>				<b>32,495.70</b>

90  
91

Cash Receipts 109,220.25  
 receipts 34,000.00  
 disbursements 32,495.70  
 Cash end -  
 110744.58

missing  
 expenses on debit  
 Card 170.46

Difference of  
 \$ 4,170.46

**LRMHV COOPERATIVE INC SD 9 30 19**  
**Check Register**

*Exhibit C*

Filter Criteria includes: Report order is by Date.  
**For the Period From Sep 1, 2019 to Sep 30, 2019**

Check #	Date	Payee	Cash Account	Amount
2903	9/1/19	Top Notch Tree Experts	10100	4,000.00
2889	9/2/19	June Barber Associates	10100	658.00
2892	9/3/19	Pinard Waste Systems	10100	1,050.60
2893	9/3/19	Atlantic Broadband	10100	135.48
2894	9/9/19	Gilford Well Company	10100	497.45
2895	9/9/19	Rowell's Services	10100	2,451.00
2896	9/10/19	Meredith Village Savings	10100	1,773.63
2896	9/10/19	LRMHV Cooperative	10100	3,500.00
	9/15/19	NHCLF	10100	2,569.44
	9/16/19	Meredith Village Savings	10100	16,489.98
2897	9/16/19	Eversource	10100	162.21
2898	9/16/19	Eversource	10100	35.67
2899	9/19/19	Dave Berube	10100	209.00
2900	9/19/19	Dave Berube	10100	100.00
2904	9/30/19	Pinard Waste Systems	10100	1,125.60
2905	9/30/19	Eversource	10100	320.91
2906	9/30/19	Dave Berube	10100	160.23
2908	9/30/19	Taylor Rental	10100	1,256.50
		expenses on debit card		170.46
<b>Total</b>				<b>36,666.16</b>

*No check writing Authority until 9/21/19*

*← Omitted from revised copy*

cash beginn	109,220.28
receipts	34,020.00
disbursements	-36,666.16
cash end	106,574.12

FESTIMONIAL  
LETTERS



7/27/2020

Re: Petition

Exhibit  
D

From: Rachel Laplante <rachel327@ymail.com>

To: gram062151@aol.com <gram062151@aol.com>

Subject: Re: Petition

Date: Thu, Jul 23, 2020 12:24 pm

Dear Deb: in regards to the petition to remove your entire board of directors out of office last September 2019., But more specifically relating to the miss use of co-op funds, David Berube and I sat in my office for a couple of hours discussing each reason that was listed in the petition. We created a document (copy provided) that I believe, but am not positive, was handed out at the annual meeting and in this said document David gave me specific detailed reasons for each accusation. You will see the only reason under miss use of co-op funds was that David referred to legal matters being paid for by the co-op instead of following appropriate steps as outlined in the bylaws. The example he used was anybody that owed back rent and facing eviction, the member is responsible for attorneys fees. Ironically he was talking about unit Lot A2. I say ironically because when David and I served on the Board, "He did the very same thing he accused you of doing and with the very same Unit". I was tasked with getting the person/s in that same unit out. We did not evict her, instead "we paid her \$3000.00" (Nov. 2019. Check No. 2938) to leave and we "the Coop" paid for Legal fees \$ 1,126.10 (Nov 2019. Check No. 2939). As you know, I had no personal knowledge of any facts that David asked me to list in the petition. I never attended a meeting when you were President, with the exception, I did attend the one meting when you had a management company come in to speak. It was on this same day that David pulled me aside to ask if I would type up the petition and came by my house several times to discuss what should be included in the petition. He played me well. His flirts, asking me out on a date, and then being in a "so called relationship" was all part of his plan in my opinion. His plan to get himself, Jane and Nancy back on the Board all worked. They got rid of me. I was asked to step down. I did not resign. I was considered a bully because I made such a big deal over the check you happened to bring to June's attention. The fact that David would not give it back raised many red flags and caused me to be suspicious. The check dated September 1, 2019 (No. 2903) has gone missing! As you know it took me 2 1/2 months to get it from him and I told you I wrote void across the check. June says she has it somewhere. They dont want us to see the two signatures on the check. David & Dons!

A lot of what was said in the petition are the same exact things that this current board is doing. And if you recall, when we had a monthly meeting outside due to Covid, and gave a verbal apology to your entire board, I also stated each reason we asked your board to leave and further stated that we all should be ashamed of ourselves "because the current board is doing the dry same things." Anyhow, I hope this information is helpful and if you have any further questions or concerns, don't hesitate to reach out to me.

Sincerely, Rachel Laplante

January 31, 2022

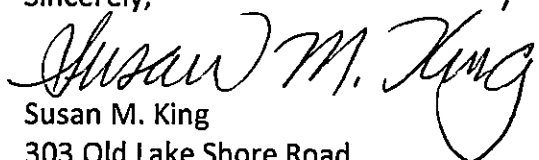
To Whom It May Concern:

As I am unable to attend this hearing/meeting, I am writing this letter in support of the group before you. I have lived in the Lakes Region Mobile Home Park since September of 1990. At that time, the park had one private owner. There were rules that we were all expected to abide by when we purchased a home in the park. In the event of any problems or issues, the owner dealt with them directly, there were no exceptions to my knowledge. All in all, it was a nice, enjoyable place to live. When the owner announced that he had decided to sell the park, he gave us the opportunity to buy it. The residents gathered together to purchase the park and become a cooperative, a resident owned community. It was a lengthy process, but we successfully accomplished becoming a cooperative. Over the years, there have been dramatic changes in the park and the overall quality of life here. With the election of Board(s) of Directors, the establishment and enforcement of bylaws and rules, there has been a considerable amount of animosity, distrust, and cooperation created within the park.

Over the course of years, I have seen this situation increasingly worsen. Board members have come and gone at a rapid pace, an overall breakdown of cooperation and consistency has occurred, residents have come and gone, there is a large lack of communication with too much gossip and hearsay floating around, suspicions of mismanagement/misuse of funds/and abuse of authority by Board members is rampant, and there simply is no cooperation and consistency with anything. Presently, with the lack of affordable housing in this area, manufactured housing is growing as an affordable solution. While ROC has provided some minimal assistance, I don't feel they have been a considerable help to us at all. While trainings and workshops are important, it's simply not enough, especially for what our cooperative has been facing. We need more help, guidance, support, regulations, mediation – and help from legislatures and lawmakers in order to become more viable and successful. Otherwise, I see our situation growing progressively worse.

I don't have all the answers – but I'm hoping that by bringing this situation to the forefront with you that we may get the help and guidance we desperately need. Thank you so very much for your time and attention to this matter.

Sincerely,



Susan M. King  
303 Old Lake Shore Road  
#C-3  
Gilford, NH 03249

September 7, 2019

President's Report

First of all it's been an interesting and eye opening year.

After having several board members come and go, we finally have a full board and hopefully they will still be with me after this annual meeting. We all started knowing we had very little knowledge, about running this park, it was a struggle at the beginning. We all came through knowing what it is to be on the board and how much work is involved to run this park. With that said I would like to thank the ladies putting up with me. I think what makes us work well together, we all want to see this park thrive that we know it can. As a board we all get along and we all have our own voices. There are times that we agree to disagree, but we talk it out. However it ends;" it is always the majority rules".

We have accomplished quite a bit this year, I know it doesn't show, but here are a few things:

We got the dogs all registered

Roomates are all up to date as far as I know.

We got people to clean up their areas. I would like to thank you for your cooperation. We have been working on the late rents.

I would also like to say I have met some great people in this park.

Our goal for the coming year is to work on grants for the water project and continue with improving this park. We would like to see more committes at work and more volunteering.

Thank you  
Deb Richardson

## LRMHV

### Vice President's 2018-2019 Report

I have been fortunate to have served as both Treasurer and now VP. I was appointed treasurer to begin with. I had no prior knowledge what the position entailed. I found it eye-opening, challenging, and enlightening. It was a continual learning process, which I enjoyed. Through several changes this year, I am currently serving as VP. This position is up for re-election for 2019-2020. I would love to serve again as your VP. We have worked hard to do what's best for LRMHV. We (after several changes), have a BOD that is committed, works well together, can come together and listen to each others opinions to make decisions, and best of all we enjoy each other. So I hope you will let me continue as your VP.

I am on the rules enforcement, rules/by-laws committee. This is also a great learning experience. This committee consists of Deb Richardson, chairperson, myself, Sylvia Dion, and Susan Branch. It has been a pleasure working with all of them.

I've been lucky enough to sit in on the membership committee, to see the task of approving new homeowners and members.

When I was asked initially to serve on the BOD I was apprehensive. I had no clue, but I was willing to do my part. After all, that's what a co-op is. So, I became involved and it was mindboggling, but, I like my mind to be challenged.

My final responsibility is keeping information for the call multiplier service, that we use to receive special notices to everyone who has provided a contact phone number.

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Thank-you to the people I've served with throughout this year. It has been a great learning experience. I feel I have grown as an individual. This has become a little lengthy, so in closing, I want to thank all of the residents for your support and concerns for our community.

Respectfully submitted,

Nancy Crowley

## **Treasurer's Report**

**2019**

**I've only been on the Board for 4 months. In that time, I learned a lot and discovered a lot. We couldn't find receipts, no bank statements, etc. I told our accountant that I would not sign any checks unless I have copies of the bills to verify the amount and to have for our files. MVSBS was kind enough to give me copies of our bank statements from 2014 to 2019. They didn't charge us for them although they could have. According to our bank statements, on 7/31/18 our balance was \$56,106.92. On 7/31/19 our balance was \$106,890.09.**

**Throughout this year we have shown much healthier balances than previous years. It's because we are very cautious of what we are spending. We have been able to meet all emergencies, which were plentiful in the months since I have been on the Board. We are getting some electrical panels replaced soon. Also, we are getting prices to have some trees removed and/or trimmed. The office porch has been power washed and painted. We switched to Rhymes Oil for both our oil and propane. This is another way to save by consolidating instead of having separate companies and separate bills.**

**I am proud to say that I am working with a great Board of Directors. We work very hard to keep this community going. We'll never satisfy everyone – it's impossible – just the human nature. We are all volunteers and not paid! Since the Co-op began in 2010 there has never been a perfect Board of Directors. Through the years many have not completed their terms as a Director. So be considerate and give this Board a chance. Ever since September 2018 members have been lashing out every month. People are finding something to complain about and most are complaints that**

should have been dealt with years ago. So be positive and patient!  
We are working very hard to make this a better place to live. As a  
member of the Rules Committee, we are going to enforce our rules.  
Please, the rules are very important! This is a Co-op with 99  
families and rules are part of the Co-op. Too many people think  
they can do whatever they want. Not so folks, we do have rules!

My term is up for election this year. I ask for your vote at the Annual  
Meeting in September. I went to Bentley College in Boston for  
accounting, and to Northeastern University in Boston for Health  
Management.

Thank You,

Sincerely,

Sylvia A. Dion

**From:** Debbie Richardson <gram062151@aol.com>

**To:** Ricky Wisler <RickyWisler@OPLC.NH.GOV>

**Subject:** About our co\_op Help

**Date:** Sun, Jul 5, 2020 6:15 pm

We have a member of our co-op named David Berube who has surpassed his tenure as a board of directors, according to our By-Laws - No Director may serve for more than 3 consecutive two - year terms. He's been on the board from 2010 to 2018, then a new board took over September 2018. He then slandered the board every month, told people a bunch of lies. Manipulated one of the female members to write up a petition with a bunch of slander, So at our annual meeting the entire board resigned under protest, because they had enough of the harassment. So at that meeting he got voted in treasurer and his female friend ended up as VP on Sept. 15, 2019. David is very domineering and wants everything done his way, no matter what rules he breaks, misusing funds, signed contracts while not on the board, signed checks when he had no authorization to sign them; etc, etc. He is not the President. As of right now he is just the operations director. Now the majority of the board members have pretty much have been on the board with him since the beginning. He controls all of them.

On June 20,2019 David came to our meeting and had shorts on sat in the front row, and his genitals were hanging out. The all women board got to see that!!! We had him come in for a meeting and all he said was" Was I wearing underwear"!!! He asked if that we be put in his file, we said not unless it happens again; and he plans to wear shorts again at a meeting he must sit in the back row. He came in the next month and sat in the second row, no one usually sits in the front row but him. We found out this wasn't the first time; it has been happening for years. We went filed a complaint with the police. I and another member went to Tiara Reardon of ROC- NH and gave her a letter of explanation, but said she couldn't help us. I also sent a letter to Paul Bradley-ROC-USA in Concord and he never replied back to me. ROC is hopeless. I hope you can help our Co-op. You've been highly referred to me by Legal Assistance and Karen Soucy of NH Manufactured Housing Assoc..I could go on and on.

My friend is emailing this for me because I don't have internet yet. If you could call me I would appreciate it.

Please help us!!!

Thank You,

Sincerely,  
Sylvia Dion # H2

603-293-0306

*Reviewed 1/26/20  
Sylvia R. Dion*



To the Members of LRMHV

I would like to say thank you to the ladies that stepped up and volunteered when I couldn't find anyone to stay in the positions available, at the time. I was lucky to find and have such dedicated help.

We regretfully resigned last night due to discourse within the park. We do dispute the petition of the allegations Ms Laplante and petitioners have made.

I want to thank the people that did support us. We enjoyed working with you. We all hope the park continues to move forward and we wish nothing but the best for our community.

The 2018-2019

Board of Directors

9/6/2019

Carolyn Baker  
Lakes Region Mobile Home Village Co-op  
303 Old Lake Shore Rd Lot B14  
Gilford, NH 03249  
January 31, 2022

To Whom It May Concern:

*Would like to describe some of the issues we are having at the co-op. I have been here since June 2019 and in the time we have had 4 different boards. Only one of the boards had new officers. I understand in the last 10 years as a co-op the same people have been on the board. According to our rules there's a limit on the number of years you can run.*

*From what I've seen, one individual has had the run of the place and every board member agrees to everything he wants. Many times the board decides on its own to make decisions without consulting the members of the co-operative.*


*We have rules that are not enforced, like unregistered cars sitting in driveways with expired tags, and parking on the grass. Board members do not follow the rules.*

*If you want to make a complaint about a rule that is being broken you must sign a form and bring it to the club house. Board members either drive by or walk by these infractions and do nothing to enforce the rules.*

*When there are suggestions to update the rules, it's almost always turned down by the board. They want to hold the power.*

*There have been lost checks and missing paperwork.*

*Thank you and we hope that you can help us in some way.*

Sincerely,  


**July 29, 2020**

**This is my assessment of this place. The majority of the people living here, have probably been here for 20-30 years. Back then they were called trailer parks, Owned and controlled by one person. Then came the time for the owner to want to sell it, and ROC was a new in thing at the time making promises to all the people that instead of having one owner the people will each have a share, so as not to be controlled by one person.i.e. They told them (people) that they would make the decision on increasing the rent, make decisions how the park would run,have their own members volunteer to keep prices down, make their own rules and bylaws. So you have to have a board to over see that the duties were done. That was 10 years ago and we still have pretty much the same people be on the board one in particular David Berube he has been President about 7-8 years, treasurer a couple of years and is ops manager. Over the years he has done some things that has been unethical and gotten a way with board or anyone else saying it isn't the way that should be. Just go ahead and do it the members find out after the fact and it's too late. The longer he is on the board the more brazen he has gotten using his title. He never gets any repercussions. I think a lot of people either like to be controlled. I have heard a lot of people complain about him and his board. They won't say it to their face. Then you hear some of them say if the rent doesn't go up and there's money in the bank I don't care what they do. Then we have the people buy just for their vacation place and don't want to be bothered. The rent is cheaper here.**

**The members committee doesn't want to emphasize that this is a co-op and in order to keep the rent low we need volunteers. Our Ops (David Berube) doesn't want to use volunteers he would rather hire someone and not get 3 bids which is in the bylaws. I could go on and on.**

**My conclusion is this place is still considered a trailer park,ROC has not stood by their promise all they care about is getting the next park in their pockets. because we are not being asked for our thoughts or ideas; we are being told after the decision has been made. The board is doing their way like or not.**

**ROC is no help to the members of this park.**

**We go through ROC reps like water, then they don't know what their doing. They learn a little bit and then they have moved on. We pay them monthly we are luck to see them once a year.**

**Respectfully,  
Debra Richardson**



Reviewed 1/22/22

July 25, 2020

This letter is written in good faith to attest to several of my dealings with David Berube.

When our community needed a new sign David charged the Social Committee with exploring the options. We got several quotes and drawings. He told us the decision on which one to purchase had to be made by the community members at an Annual Meeting. This never happened, David made the final decision and the sign was installed.

Our original Social Committee was very active. David, as President, never supported the committee financially. Our biggest event was our annual BBQ. The committee used personal money to fund our events. Due to lack of support by the Board, after several years we dissolved our committee. David asked us to turn in all the money in our "pity". We did not have much. It was decided to divide the money between all members. He has eluded ~~to~~<sup>the fact</sup> that we were dishonest.

David asked me to do a walk

that were not following some of rules regarding the appearance of lots. The Subject came up at a monthly Board meeting and David asked me "who told you to do that?" I replied "You did!" He said he did not remember ever asking me to do it!! This is one of David's common practices!!

In 2012 a discussion at our annual meeting regarding the purchase of a unit to be used as an official community center was held. A straw vote was taken and appeared unanimously in favor. At our 2014 Annual Meeting our budget showed the purchase of Unit G5!! No further discussion with members never occurred!! David signed for a loan with ROC for \$50,000!! The cost of G5 was \$28,000!!

No matter what position David holds on our Board, it appears to me, he is in charge!!

Respectfully,  
Corlee Nichols  
Lot D-10

Reviewed 1/26/22

**July 28,2020**

**To whom it may Concern:I bought into this park because of the appearance. It was one of the nicest Co-op in this area. The five years I have been here, the park hand seemed to go down hill the only thing that kept getting done was the infrastructure. i. e. trimming trees, paving certain parts of the roads. But there is so much more than just that; lots not being kept up by home owners, lots not be mowed, debris in yards, people parking on lawns ruining the grass, mailbox area not be shoveled. Finding out our community had drugs being sold.**

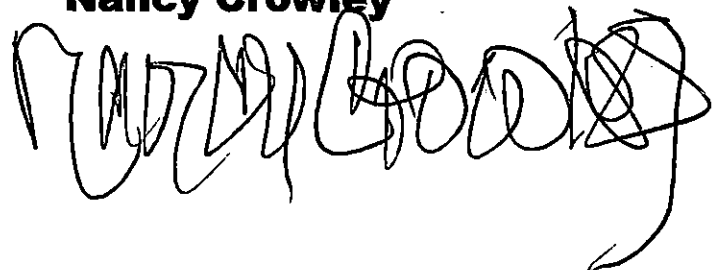
**I have sense found out this has been going on for 8 years under Mr Berube's watch. These are reasons why I decided to run for an office on the board.**

**From the moment I became a member of the board without Mr Berube being on it he continually tried to sabotage our meetings. Any hostility during our meetings were to undermined by Mr Berube.**

**My opinion of Mr Berube went totally unfavorable when he exposed himself to our board and we had to bring him in and discuss this matter. A report was made to the Gilford Police Dept. We have since found out from a past board member and is now a current board member that this has been going on for years.**

**I won't repeat what the other "good faith" letters reveal because we are all in agreement to those allegations.**

**Respectfully,  
Nancy Crowley**

A large, stylized handwritten signature in black ink, appearing to read 'Nancy Crowley', written over the typed name.

*Reviewed 1-26-22*

L.R.M.H.V. COOPERATIVE INC.  
303 OLD LAKE SHORE ROAD  
GILFORD, NH 03249  
OFFICE G-5

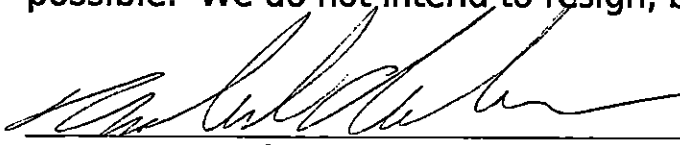
January 20, 2021

Rachel Laplante  
Lot C-9

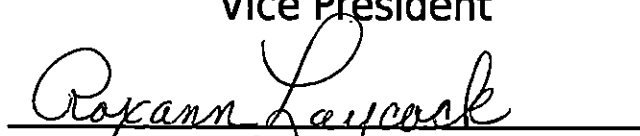
The Board of Directors met to discuss a problem in the park. The problem is you. We have lost the knowledge of people who have been working on the Membership Committee because of your micro managing. You have been wasting the park money by going to our lawyer every time you have a question. He does not talk or email or text without being paid for it, as you know. There have also been resignation grumbles because of your micro managing and trying to change how things are being done, and not for the better.

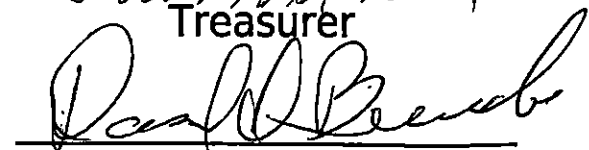
The president needs to let the other officers do their jobs without interference or micro-management. Yes, the president needs to know what is going on, but does not need to be involved in every aspect of the park business. This is why we have a 5-person board. We have responsibilities and we can do our jobs without help unless we ask for it. At the BoD meetings we discuss what is going on in our area of responsibility. And we get approval for things that need the BoD approval.

When you first were appointed to President, you said you wanted to change your approach working with the BoD and not having everything your way. It worked for a while, but now you are dictating and micro managing again. This will not work for any of us. We are asking that you step down as President. Your resignation will allow us to appoint a replacement. We don't need anymore drama on the Board and we would like to do this as soon and as easy as possible. We do not intend to resign, but we also do not intend to work with you.

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Operations Manager

1-27-22

Hello

(1)

My name is Oliva Geary  
My Husband - David and I  
Moved into this park  
The summer of 1990.

IT WAS A BEAUTIFUL  
PARK - well kept by every  
one living here. one of  
the reasons I wanted to  
live here.

Well - the owner was  
selling and some people  
in this park - decided we  
should go co-op and buy  
this park.

We were upset - we  
did not want to be in a  
co-op - But was voted in  
at meeting - we voted - NO  
As did 2 others -

So we became a  
co-op.

People were moving out



(2)

(All good people) -

So now our park has  
gone down so bad -  
with Bad Board members  
(The same ones all the time)

No meetings - we put  
in letters - nothing done -  
NOT even a return letter.

People's yards look  
awful - parking on  
grass - junk cars -

No one cares about the  
rules and the board  
does not care at all.

What will happen to  
this park?

We need a management  
company to take over  
and make our park  
beautiful and working  
right again.

Thank you

DAVIS + Olivia Geary  
A-5

D

THE DOCUMENT REFERENCES

HOW A NEW BOARD

WAS SLANDERED BY BOARD

MEMBERS WHO HAD

SERVED ON ALL PREVIOUS

BOARDS.

- 5.5 The Bylaws and the Community Rules may be amended by a majority vote of the Members present at any regular or special meeting at which a quorum is present, provided that notice of the proposed amendment shall be given in writing to all Members not less than ten (10) days prior to such meetings. After the ten (10) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.
- 5.6 Any decisions that may commit expenditures of three thousand dollars (\$3,000) or more of Cooperative resources per Fiscal year, that does not appear in the approved annual budget, shall be made by the Membership at an Annual, special, or regular meeting of the Members. Capital Improvement and Replacement Reserve expenditures that exceed three thousand dollars (\$3,000) per fiscal year require the approval of the Membership except in cases of emergency repairs. The Board shall notify the Membership of such an emergency action at the next regular or special meeting of the Membership.

### FISCAL YEAR

- 6.1 The fiscal year of the Cooperative shall be the twelve (12) month period ending the last day of September of each year. The Cooperative shall cause its books to be examined within a reasonable time after the end of each fiscal year in accordance with the audit/review requirements of RSA 301-A:30.

### ANNUAL AND SPECIAL MEETINGS

- 7.1 The Annual Meeting of the Members shall be held in the month of September each year in Gilford, N.H. or a place designated by the Board of Directors within 20 miles of the Community. An Annual Meeting of Members is to be held at least once a year. RSA 301-A:21.
- 7.2 Notice of the time and place of the Annual Meeting and the agenda items or subject matter to come before it, shall be given in writing to each Member at his/her address, and posted and maintained at a common area not less than ten (10) days prior to the date of the meeting. RSA 301-A:23. The Annual Report to the Secretary of State, the report of the examination of the prior year's finances, and the proposed annual budget of the Cooperative shall be made available to each Member no later than ten (10) days before the Annual Meeting for approval by the Membership at the Annual Meeting.
- 7.3 Special meetings of the Membership may be called by the Board of Directors or by petition of at least one tenth (1/10) of the Members. Such Member petition may be delivered to any Board Member. The Board shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such demand. The Secretary of the cooperative shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than 10 days in advance of the meeting date. Source: RSA 301-A:22.
- 7.4 In case of any question not covered in these Bylaws, RSA 301-A or adopted Board policies, the guidelines in "Parliamentary Procedure for Resident Owned

27<sup>th</sup> (BJR)

LRMHV Special Board Meeting Request

On this 25<sup>th</sup> day of August the year 2019, the following members request a special meeting and file this PETITION TO RECALL AND REPLACE CURRENT LRMHV BOARD MEMBERS AND WITH IMMEDIATE SPECIAL ELECTION FOR NEW BOARD MEMBERS.

Current Board Members: President Deborah Richardson, Vice President Nancy Crowley, Secretary Roxann Laycock, Treasurer Sylvia Dion, Operations Manager Brenda Leary

Reasons for removal:

- Creating a hostile environment during meetings.
- Not keeping the members informed.
- Board members are not informed of the infrastructure and refuse to learn from past board members
- Not performing duties as outlined in role types
- Mis use of Co-op funds
- Incompetency

I Rachel J. Laplante attest that each person is personally known by and signed in the presence of the me.

*David D. Berober*

David D. BEROBER

John Shang

*John Shang*

Richard Kennedy

*Richard Kennedy*

*Richard Ballou*

Richard Bresterson

*Deb Werner Field*

Deb Werner Field

*Frank Hyslop*

Frank Hyslop

*Rachel J. Laplante*

Petitioner: Rachel J. Laplante

*Cathy McCurdy*  
CATHY McCURDY

*Joan Buccieri*  
Joan Buccieri

*Amanda Morris*  
Amanda Morris

*Eric Mattox*

Eric Mattox

*Charles Kell*

Charles Kell

*Cedney Wilson*

Cedney Wilson

Rachel J. Laplante

Victoria Lachance  
Victoria Lachance

Ray Bownd 157  
RAY BOWND

David G. Garry  
DAVID GARRY

Richard A. Pare  
RICHARD A. PARE  
June Chamberlain  
JUNE CHAMBERLAIN

Richard G. Furbish Sr  
RICHARD G. FURBISH SR  
Donald Furbish  
DONALD FURBISH

\_\_\_\_\_  
\_\_\_\_\_

Deborah L. Souza  
Deborah L. Souza  
Vivian Amour  
VIVIAN AMOUR

Johan Andersen  
Johan Andersen  
Just Branch  
Anthon, NIELE

Richard D. Ackerman  
RICHARD D. ACKERMAN

Mary Anne Fawkes  
Mary Anne Fawkes

Nancy C Price  
Nancy C Price

To the Members of LRMHV

I would like to say thank you to the ladies that stepped up and volunteered when I couldn't find anyone to stay in the positions available, at the time. I was lucky to find and have such dedicated help.

We regretfully resigned last night due to discourse within the park. We do dispute the petition of the allegations Ms Laplante and petitioners have made.

I want to thank the people that did support us. We enjoyed working with you. We all hope the park continues to move forward and we wish nothing but the best for our community.

The 2018-2019

Board of Directors

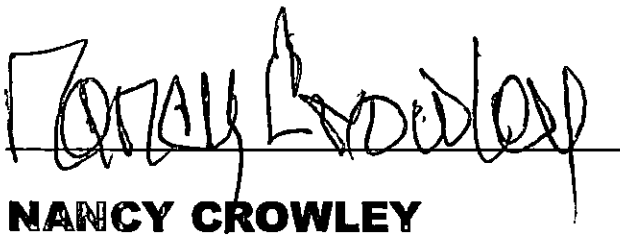
9/6/2019

**L.R.M.H.V. COOPERATIVE, INC.**  
**303 OLD LAKE SHORE ROAD, OFFICE G5**  
**GILFORD, NH 03249**

**SEPTEMBER 6, 2019**

**I, NANCY CROWLEY, VICE PRESIDENT OF THE  
BOARD OF DIRECTORS, DO HERE BY RESIGN MY  
POSITION AS OF SEPTEMBER 6, 2019.**

**RESPECTFULLY,**

 9/6/19 11:58 AM  
**NANCY CROWLEY**

August 28, 2019

To the Park Members,

We received the petition that many of our members have signed to disband the entire current Board of Directors by September 6, 2019. Although we are not sure of the legality of this move, we will step down (under protest) if the park does not want us to serve. But because the petition is showing us in such a bad light, we would like to clarify a few of the points on the petition.

**Creating a hostile environment during meetings.** It is said that when we have monthly membership meetings, they are argumentative and unproductive. When the members who do show up come in with a chip on their shoulder or nothing but gripes and complaints to talk about it ends up in a heated discussion. And no one wants to listen to what the board has to say. So, it sometimes ends up in an argument. At one meeting there was a problem. A former board member caused a great deal of trauma for one of the current board members. It was addressed at a private meeting. He was asked to sit in the back if he came to another meeting. He came to the next meeting and again sat near the front of the hall causing more trauma for this member. The trauma caused an outburst that no one expected and the members got mad although they had no idea what the problem was.

**Not keeping the members informed.** We have tried to keep the members informed by placing notices at the mailboxes and using Call Multiplier to connect with everyone at the same time. If the members wanted to know about something we did not say, someone should have let a member of the board know and we would have addressed it.

**Board members are not informed of the infrastructure and refuse to learn from past board members.** We probably could have learned a number of things from the previous board. But when we tried to access the computer and needed some professional help, we found out that there were almost 150 files trashed. None of the previous members offered to help us get started and we did not ask. A former board member showed up at a current board members home on more than one occasion and offered to tell us how to run the park, but he was drunk and started to berate the current members of the board present at the time. So why would we ask for help from them?

As for infrastructure, we have gotten quotes to take down dead and dying trees. We have gotten quotes to have the driveways enlarged and repaired where needed. We were getting information together to get a grant to have the water system upgraded. The last board had a plan drawn up in 2017 at a cost of \$30,000 and never did anything with it. We were going to get together with the plowing company to be sure that the streets were plowed wide enough for the cars to pass comfortably and possibly remove the plowed snow if it gets to be too much.



**Not performing duties as outlined in role types.** As to this point, the only things we have heard were about the Operations Manager; not mowing lawns, shoveling snow, etc. Other Ops Mgrs. didn't do a lot of this physical work when they were in office. As long as it gets done who cares who does it. We help each other, so roles may get overlapped at times.

**Mis use of Co-op funds.** Any funds we have spent were for improvement or savings for the park. We purchased 2 tents for the meetings so that we wouldn't have to spend \$700 a year to rent one. We have heard a lot of negative comments about the tents so we rented one from Taylor so that the next board could return the purchased tents if they wished. It is still in the original packaging. The last Ops Mgr. had someone take the office shed down. This meant that we had to spend money to get the materials for a volunteer to put a new shed back up.

We looked into getting a management company to help out in the park. A letter put out by Rachel Laplante noted all the negative aspects that could come from having a management company. But as we read her letter none of it was true. She said they would have offices here and take up space we didn't have. They have their own offices and would not be located here. A rumor was going around that the rent would go up about \$100. This is also not true. The rent may have gone up \$15 or \$20 and in the future may have gone down. It was said that the management company would take over the park and we would no longer be able to make our own decisions. Actually, if they saw something that could be changed to save us some money or something we should do differently, they would come to the board of directors and give us information or suggestions that the board could accept or not. They would not run our park. They have a bookkeeper who would handle our financial reports. They would get them to the tax office on time so we can stop paying the late fees every year with June Barber. With June we get generalized and vague financial reports that are consistently late getting to where they need to be.

**Incompetency.** When we came on this board none of us professed to be professionals. We are learning the job as we go as did every other board. They are volunteer positions and are filled by everyday people living in our park. We have done everything we could to improve this park for everyone. But with no help, no patience, and no respect we didn't have much of a chance. So we wish you luck with your next board of directors.

August 28, 2019

To The Park Members

We have received the petition that many or most of you have signed to disband the current board by September 6, 2019. Although we aren't sure of the legality of this move, we will step down if the park does not want us to serve.

Although we will step down so you can elect or appoint another board, we would like to clarify a few rumors that seem to be going thru the park grapevine.

There is a rumor that if we get a management company the lot rent will go up \$100 or more. Not so. We have determined that the rent would go up \$10 to \$20 a month. And after the management company gets settled the rent may have actually gone down. Rachel is saying the management company would have offices here and we would have to pay them and they would take over the park. No again. The management company has their own offices and they would make suggestions to the board of directors here at the park. The board will have the final say about what does and does not happen. They also have a bookkeeper that will handle the financial reports. We would get itemized reports as to what we are spending. The management company will get the reports to the tax office on time so we can stop paying late fees every year. Right now we have June Barber who sends generalized and vague financial reports and from what I understand is consistently late sending the reports to the tax office costing us more money.

There is a rumor that we are spending the park money willy nilly. Not so. We spent money on 2 tents for the park to use at the annual meeting. This would save the park \$700 a year that the last board spent to rent one. We have been able to greatly reduce the amount of the late rents. And our budget had a small profit we could use in the park. The last board, from the reports we had to work with, overspent their budget by \$22,000. We have actually not spent any money that did not have to do with improving the park.

There is a rumor that we know nothing and have done nothing about infrastructure in the park. We haven't been together very long as a board, but we have been getting prices to have driveways redone. We were going to apply for a grant to have the water system replaced. The last board had the park inspected and plans drawn up to have a new water system in 2017, and they never did anything with it. This was at a cost of \$30,000. We were having some of the dead or dying trees removed for park safety. We were getting together with the company plowing the park this winter to be sure that the streets were wide enough to get the cars thru.

There is a rumor that this board has been unable to get anything accomplished. There is a reason for this. When the last board left, instead of taking a couple of weeks to get our board up to date, they left no information and deleted 134 files from the computer that a computer professional was able to find for us. There was no organization to the filing system so we could find stuff. There were no documents or receipts to detail what was spent and what it was for. In other words, we spent months just trying to catch up on what was and was not done by the last board. So with no respect, no patience, and no help it seemed to the membership that this board was doing nothing. But that is just not true. The last board and friends have been fighting us and spreading rumors ever since we became a board.

It is said that when we have the monthly meetings they are argumentative and unproductive. Well, when the members who do show up come in with a chip on their shoulder or nothing but gripes to talk about, it ends up in a heated discussion. Especially when no one wants to listen to what the board has to say.

Good Luck with your next board of directors.

Signed  
after he was  
off the board,  
Sept. 15, 2018

Exhibit E

**Pinard Waste Systems, Inc.,**  
P.O. BOX 5048 Manchester, NH 03108

**Customer Service Agreement**

Effective Date: 10-1-2018

ACCOUNT NAME: **LRMHV COOP**  
SERVICE LOCATION: **303 Lakeshore Road Gilford, NH 03249**  
INVOICE ADDRESS: **LRMHV COOP**  
**303 Lakeshore Road Gilford, NH 03249**

PHONE: **(603) 387-0390**  
CONTACT: **Dave Berube**

**DESCRIPTION OF SERVICE AND SCHEDULE OF RATES**

Description of Equipment	Monthly Rental Charge	Description of Service	Monthly Service Charges
(100) Automated Carts - Trash	No Charge	Weekly Collection	\$1030.00

**SPECIAL PROVISIONS:** None

**SERVICE CHANGES:**

Service changes in schedules and equipment must be mutually agreed upon and may result in billing adjustments. These changes as agreed upon shall be deemed an amendment to this Agreement. Consent to oral changes shall be ratified by the actions of the parties.

**TERMS & CONDITIONS:**

This Agreement shall be between Pinard Waste Systems, Inc and the customer's agent, successors and assigns. This agreement shall remain in effect for five (5) years from commencement of service. After the initial five(5) year term this agreement will automatically renew for three (3) year terms until such time as terminated by either party by submitting written notice via certified mail, at least thirty (60) days prior to the end of any term.

**PRICE INCREASES:** The customer agrees to an annual price increase of 2.0% of the average monthly invoice starting on the anniversary of this agreement and continuing each anniversary until the expiration of this agreement.

**TIPPING / PROCESSING FEES:**

Tipping fees for the disposal of solid waste and processing fees for the processing of recyclable materials are not within the control of the Contractor and are subject to changes at any time throughout the term of this Agreement.

**PAYMENT TERMS:**

30 Days Net

**HAZARDOUS WASTE/SPECIAL HANDLING OF MATERIALS:**

The customer agrees not to dispose of any types of materials deemed hazardous or requiring special handling of any type. Special handling may be required for materials which are bulky, heavy, overloaded or require special handling as deemed by a disposal facility, transfer station, processing facility or any governmental agency. The Customer shall be subject to surcharges in proportion to the increase costs related to the transportation and/or disposal of these materials.

**EQUIPMENT:**

Contractor shall be indemnified and held harmless relative to any and all damages, claims, causes of action, costs, expenses or other liabilities caused by or associated with any of the Contractor's equipment (including dumpsters) located on Customer's property unless caused by the gross negligence of Contractor's employees. Any Damages to the Contractor's equipment, other than normal wear and tear shall be borne by the Customer.

**BREACH OF CONTRACT:**

In the event the Customer terminates this Agreement prior to the expiration of any term or fails to comply with the payment terms contained herein the Customer shall be deemed to have breached this Agreement.

**LIQUIDATED DAMAGES:**

In the event Customer terminates this Agreement prior to the expiration of its term, Customer agrees to pay Pinard Waste as liquidated damages an amount equal to the sum of Customer's monthly billings for the most recent six (6) months, or, if Customer has not been serviced for six (6) months, Customer's average monthly billings for the months serviced or if none, the billing projected by Pinard Waste for the first month, multiplied by six (6). Customer acknowledges that the foregoing liquidated damages are reasonable in light of the anticipated loss to Pinard Waste caused by the termination and are not imposed as a penalty.

**PREVAILING PARTY:**

In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorney's fees, and all other related expenses incurred in such litigation. In the event of a no-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process. **PINARD WASTE SYSTEMS** agrees to perform service in a dependable, efficient manner however shall not be deemed to have breached this Agreement under extreme conditions such as: storms, strikes, riots, etc

**ACCEPTED & APPROVED:**

Pinard Waste Systems, Inc

LRMHV COOP

By: Anthony Belanger - Director of Major Accounts Date: 10/1/2018  
(Print Name & Title)

By: Dave Berube - President Date: 10/1/2018  
(Print Name & Title)

Signature: 

Signature: 

01/28/22

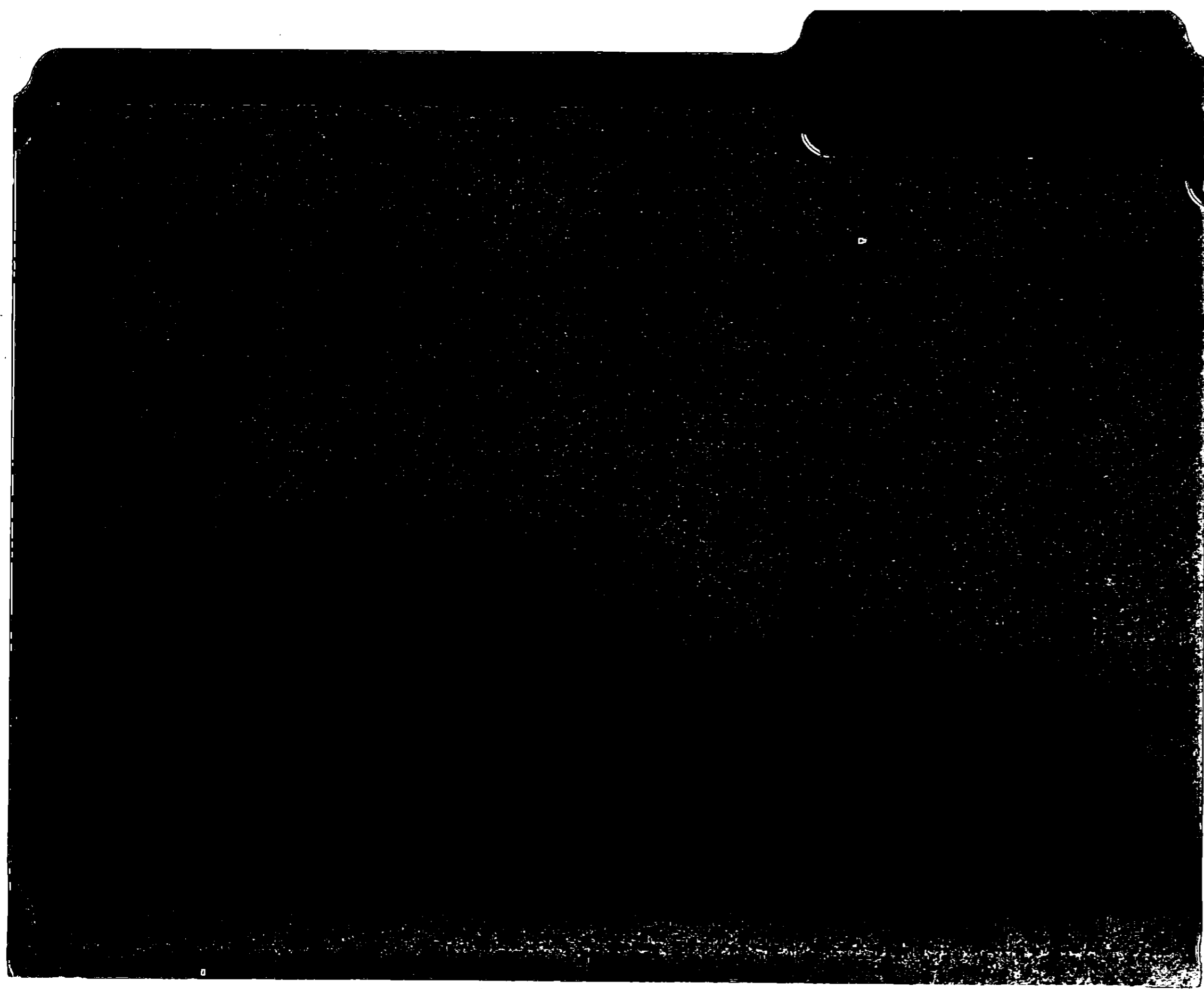
## Referring To ROC

There aren't many alternatives when a park owner decides to sell the property, but to become a co-op. ROC comes to the park and with a representative of the park initiates discussion. A vote is taken, a Board is formed and business proceeds.

It is our opinion that ROC only communicates with the Board, even though the Board is accountable to the members!!! Members need a forum of their own to ask questions and get help.

ROC receives \$2400.00 per year for technical assistance. We have had many TA's over the years. How can a co-op establish a rapport with their TA if they have changes all the time.

Two previous Board members went to Tara Reardon to get help with a slanderous petition to remove a Board from office.( Material included in packet D) Tara gave no advice or help.



February 1, 2022.

LRMHV CO-OP  
(Lakes Region Mobile Home Village cooperative)  
303 Old Lake Shore Road.  
Gilford, NH 03249

Debra Richardson— Lot A14

Sylvia Dion— Lot H2

Nancy Crowley— Lot H-5

Carlee Nichols— Lot D-10

**From:** gram062151@aol.com,  
**To:** Harold.French@leg.state.nh.us,  
**Cc:** chuck.morse@leg.state.nh.usDOJ,  
**Subject:** LRGHMV Cooperative issues  
**Date:** Tue, Jun 29, 2021 11:23 am

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Dear Mr French,

## HELP!!!!

Just to remind you, We are the Lakes Region Mobile Home Village Cooperative, Inc.  
303 Old Lake Shore Rd. Gilford, NH 03249

Our community is having a lot of issues, and if you read our documents you already know. Right now I am writing this letter because we have gone through 4 boards just this year. We need help!!

Quite of few people who live here would like to see management come in to show who ever gets on the board how a co-op should run. We had 3 scheduled managements companies set up to come and speak with the members, and the current president canceled them.

I have heard if a co-op has issues with keeping a board that the state will step in and either tell us we have to get management or have another way to help keep boards.

I am really hoping that you can help and get back to me or Stephen Vowels. I hope you can help us out in 2 months we have our annual meeting and that will end up voting in another board.

Thank You,  
Debra Richardson

q

BOARD OF DIRECTORS 9/10 - 9/21/22 - LRMHV

ANNUAL MEETINGS	PRESIDENT	V P	TREASURER	SECRETARY	OPERATION MGR.
9/18/10 - 1ST	<del>PAT SAVAGE</del> <del>DAVE BERUBE</del>	TINY MIELE	N. SIMONEAU D. AKERMAN	ELIZ. MEADE	<del>DAVID BERUBE</del>
9/17/11 - 2ND	<del>DAVE BERUBE</del>	RON CORNIER	NANCY ZARLING	ELIZ. MEADE	JOHN SHARP
9/5/12 - 3RD	<del>DAVE BERUBE</del>	JANE SHARP	NANCY ZARLING	ELIZ. MEADE	R. ELLISWORTH
9/21/13 4TH	<del>DAVE BERUBE</del>	JANE SHARP	NANCY PRICE	ELIZ. MEADE	R. ELLISWORTH
9/13/14 - 5TH	<del>DAVE BERUBE</del>	JANE SHARP	NANCY PRICE	RASH LAPLANTE	DON FARQUHARSON
9/21/15 - 6TH	<del>DAVE BERUBE</del>	JANE SHARP	IRENE FRAGLIARSON	COL. O'REARDON	DON FARQUHARSON
9/18/16 - 7TH	<del>DAVE BERUBE</del>	JANE SHARP	NANCY PRICE	T. HAN ANDERSON	DON FARQUHARSON
9/9/17 - 8TH	<del>DAVE BERUBE</del>	ROB RICHARDSON	C. KELLOG D. FAUKES	J. ANDERSON	D. FARQUHARSON D. R. FURBISH
9/15/18 - 9TH	R. RICHARDSON DEB "	C. NICHOLS NANCY CROWLEY	NANCY CROWLEY SYLVIA DION	M. FAUKES R. LAYCOCK	R. ELLISWORTH BRENDA LEARY
9/7/19 - 10TH	JANE SHARP	R. LAPLANTE	<del>DAVE BERUBE</del>	B. WHITAKER	DON FARQUHARSON
9/30 - 11TH	JANE SHARP	R. LAPLANTE	NANCY PRICE	R. LAYCOCK	<del>DAVE BERUBE</del>
9/21 - 12TH	R. LAPLANTE <del>DAVE BERUBE</del>	R. LAPLANTE	J. ANDERSON C. KELLOG	R. LAYCOCK C. NEWMAN	<del>DAVE BERUBE</del> D. R. BELLAROSE
9/21/22 - 13TH	COL. O'REARDON	JIM C. ROBT.	NANCY PRICE	C. NEWMAN	<del>DAVE BERUBE</del>

INTERIM BOARD OF DIRECTORS:

PRESIDENT: DICK WALKER

VICE PRES.: PAT SAVAGE

TREASURER: DIANE AKERMAN

SECRETARY: ELIZABETH MEADE

OPERATIONS: ~~DAVE BERUBE~~

~~DAVID BERUBE~~ - BEEN ON THE BOARD - 9X PRES. + 5X'S OTHER POS.

JANE SHARP - 2X AS PRESIDENT + 5X'S AS VP

NANCY PRICE - 5X



The elected Board for the 2018 year noticed many issues with mathematical errors ~~that~~ initiated looking into our financials more closely.

This document is in response to members requesting an independent audit for many years.

Senator Chuck Morse  
State House  
Room 120  
107 North Main St.  
Concord, NH 03301

Honorable Senator Chuck Morse,

We the undersigned concerned members/residents of Lakes Region Mobile Home Village Cooperative located at 303 Old Lakeshore Rd. Gilford, NH 03249 are writing to ask for your immediate assistance. We are State certified/approved Cooperative as Governed by The State of NH Board of Manufactured Housing.

We have grave concerns about the financial stability of our Cooperative. As you will see in the attached documentation there are many accounting discrepancies/inconsistencies in our financials.

We have tried unsuccessfully to work with our board in recent years, asking for transparency relative to our finances. Most of the board members have been on the board in some capacity for the past 8 years.

In closing, we respectfully request that you examine the documents we have provided. We hope that you will share our concerns and agree that a thorough investigation by the State is warranted.

Signed,

Silvia Dion, Lot H-2

Carlee Nichols, Lot D-10

Debbie Richardson, Lot A-14

Carolyn Baker, Lot B-14

Susan King, Lot C-3

David Sturgeon, Lot E-14

Nancy Crowley, Lot H-5

Doug Killen, Lot C-12

Jay Brown, Lot E-9

~~Mike Dargy, Lot D-10~~

Stephen Vowels, Lot D-11

CC: Attorney General Gordon MacDonald  
Senator Harold French  
Assistant Attorney General Robert Adams  
Karen Soucy, Executive Director, NH Manufactured Housing

*Sylvia A. Dion*  
\_\_\_\_\_  
*Carlee Nichols D-10*  
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*Debbie Richardson A-14*  
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*Carolyn Baker B-14*  
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*Susan King C-3*  
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*David Sturgeon*  
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*Nancy Crowley*  
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*Doug Killen*  
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*Jay Brown*  
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*Stephen Vowels*  
\_\_\_\_\_  
*Pamela Escamilla E-7*  
\_\_\_\_\_

**URGENT!!!! Important information regarding LRMHV Annual Meeting on September 19<sup>th</sup>**

My name is Michelle Sykes, I am not a full member but I am an approved roommate at the park. My significant other is William Roster, and owns Unit D9. This document was prepared entirely on my own, using documents that have been provided to park members and publicly available information. These views/opinions/statements are my own and not based on any feedback received from other members of the park.

I am a Tax accountant with over 20 years of experience in a multitude of industries and company sizes. I obtained my BS in Accounting from Bentley University (formerly Bentley College). You can check out my LinkedIn profile and view my education history and my employment background to verify I'm well qualified to have written this.

My background and expertise are important as I'm writing to you using that experience after going through the parks financials, bank statements, check registers, and budgets for the last 12 months. The information provided to you on the following pages is not a personal attack nor is it complaining or whining session. I am helping you as members to understand the dire straits the park is currently in and help you better prepare for your annual meeting on September 19<sup>th</sup>.

All information here-in has been supported by documents you have previously been supplied by the board, you can easily access by requesting from the board, or was available on public websites. Should you have any questions on where the information I'm referring to is coming from, I'll set up a single meeting and invite all that wish to attend.

As a disclosure, I do not have any financial stake in this information nor whether the park finances are rectified or left alone. The hours spent preparing this information for you was done without compensation and for the good of the park.

I apologize for the lengthy packet, however, it was important to provide sufficient examples so you can see the Park is in urgent need of assistance.

Please take this information and read it carefully, formulate questions, come prepared to talk about these findings at the annual meeting. Your participation in all meetings, but most importantly the annual meeting, drives the parks success and failure.

I look forward to meeting you all at the annual meeting!

**The Board of Director Reviews**

- **President's report**
  - You should be concerned a membership if that many records/documents have been lost or misplaced. This is in direct violation of your record retention policy.
    - Was your personal information, such as income/SSN's stored properly and securely?
    - What steps has the Board taken to ensure these documents are not mishandled or disposed of improperly?
  - Member/Roommate fee of \$100 was not voted into budget properly and all members whom paid the \$100 fee are entitled to a refund. No mention on when those refunds can be expected or how many members were affected.
    - If you were overcharged, request your refund immediately!
    - The approved fee was only \$25.00
- **Vice Presidents report**
  - A second mention that records are missing and they've been removed from the office. Again, concerning that this is happening. Why hasn't the board provided a detail listing of what information is missing? Will they notify you if your personal information has been compromised?
- **Secretary report**
  - FYI.. council confirmed recordings can be made. Record your meetings to ensure the minutes accurately reflect the discussions, approvals, and dissent of changes.
  - A third mention that records are missing. This has become a resounding issue.
    - Where most of your current board members have been on the board in one position or the other over a period of 5-9 years does it make you wonder why they are still in office and how they keep "Losing" documents?
- **Treasurer Report**
  - Quotes from the accountants is not fairly represented. It was confirmed Rose Archambault was not asked to submit a proposal to be the accountant nor did she provide the Budget with her name on it.
  - At this time of this writing, I had not yet been able to confirm whether Steven Geer had submitted his own proposal or budget.
  - No mention of the inaccuracies, missing expenditures, incorrect financial statement as prepared by June Barber & Associates.
  - No mention that we overspent the 2019/2020 budget by \$33K already
  - No mention that the proposed budgets for 2020/2021 do not accurately reflect the income or expenditures for the park's operating expenditures.
  - No mention of the \$16K withdrawn from CIP in 2020 to pay for work completed in prior year (2018/2019)? I was unable to locate any approvals from the membership for these expenditures.
  - Gift card rewards are considered to be compensation for work completed. Your insurance policies do not approve of these payments, should any liability arise as a result, the park is at risk of losing their insurance policies.
    - There is no budget for these expenditures, how often and for how much are these typically awarded?
  - No mention of the increase in unpaid rent from 2018 – present and what actions may be taken to reduce uncollectable rent.

**The Board of Director Reviews... continued**

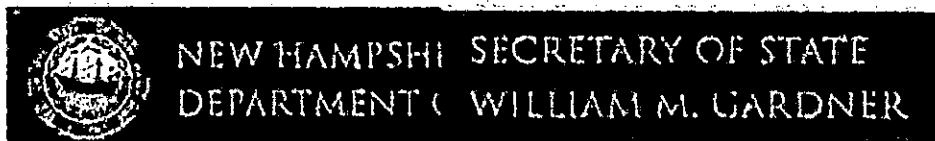
- Operation Manager Report
  - I cannot locate approval from the membership for the following expenditures. These were outside of the budgeted expenditures for the 2019/2020 year and were not agreed to by the membership.
    - Tree work
    - Replacement of 3 Electrical Panels
    - Speed Bump painting
    - Office Door for Unit G5
    - Road Sweeping
    - Underground electrical wiring replaced for Unit G5
  - I cannot locate the following expenditures in the current proposed budget for 2020/2021. Your budget does not adequately reflect you have funds available for these expenditures.
    - Repainting of Unit G5 & both Well houses
    - Storm drain cleaning
    - Tree stump removal

**2020 Annual Report – Due 04/01/2020**

- The 2020 report was due no later than 04/01/2020. It is now nearly 5 months late and subject to late penalties.
- The park needs to approve this form prior to the due date, not after.
- The document submitted for your review is missing page 2, this page has the park financial information on it.
- The state has marked the cooperative as no longer in good standing. Continued status of Not in Good Standing can cause the state to terminate the cooperative, place limitations on bank accounts, and can terminate any insurance policies.

You can view this standing yourself through the following free link. This is public information and can be obtained at any time for any company registered to do business in New Hampshire.

<https://quickstart.sos.nh.gov/online/BusinessInquire/LandingPageBusinessSearch>



Search Business Names

Back to Home

Search Result

Business Name	Business ID	Status
L. R. M. R.V.	670427	Not In Good Standing

Page 1 of 1, records 1 to 1 of 1



**State of New Hampshire  
Department of State**



L.R.M.H.V.  
300 Old Lakeshore Road Box 63  
Lafford, NH 03249, USA

Re: 2020 Annual Report Reminder Due April 1, 2020  
Business ID#: 620427

**IMPORTANT NOTICE**

**Your 2020 Annual Report Reminder Due April 1, 2020**

You are receiving this notice as a courtesy reminder to file your 2020 Annual Report Form and/or pay your Annual Fee on or after January 1 but not later than April 1, 2020. You can file your Annual Report online 24 hours a day, 7 days per week! Simply visit our web site at <http://www.sos.nh.gov/annual> to file your Annual Report online and pay the fee with your MasterCard, Visa, Discover credit card or pre-approved ACH.

"One Click Annual Report Filing" is now available if you do not need to make changes to your business records. If you need to make changes, you must log in or create a QuickStart user account. Once logged onto the web site click *File an Annual Report Annual Fee Nonprofit Report*, located in the menu bar, and follow the easy step-by-step instructions. Upon successful filing, you will be given the option to print a copy of your completed Annual Report and related invoice for your records.

**Proposed By Law Changes – 2020**

Think carefully, the VP's words that not all proposals have been approved by the Cooperative Attorney. No proposal without being approved by the Attorney should be voted on. Ask for clarity as to which proposals those are, and I urge you to NOT vote on them.

- **Add new By Law**
  - This by law indicates you, as the potential seller of the property are solely responsible for the submission of membership or tenant applications.
  - This means potential buyers, have to provide you, someone they do know with their SSN, DOB, copy of a drivers license, and a check.
  - The park would then require you to communicate to buyers the status of their applications, if approved/denied and an explanation why
  - This puts you in charge of confidential information. How would you feel about sharing your, your spouses, your girlfriend/boyfriends confidential information with someone you've never met?
  - This process violates HIPPA and there is no reason why this information should not go directly to the Board where they bear the responsibility of HIPPA violations and or record keeping requirements.
  - With respect to refunds, this By law means you now become financially responsible for refunding applicants when multiple applications are sent in without proof the funds were cashed by the park, nor where payments made to you.
  - The Board is saying they are not fiscally responsible for duplicate payments and violating NH Unclaimed Property Laws.

**Proposed By Law Changes – 2020... continued**

- **Amend 3.5 – Bring the membership fee to \$300**
  - Where we have over \$13K in uncollected funds from 2018-2019 and this number is increasing annually, the membership fee should equal at least 1 month of rent. Anything less requires the existing members to absorb the difference between unpaid rents and the membership fees.
  - The By law mentions nothing about whether existing members are subject to the same membership fee change.
  - Are existing members required to bring their membership fee up to \$300? Within what time frame? What if you can't afford to bring up your membership fee, are you no longer a member?
  
- **Amend 3.9 – Change in loss of membership**
  - Currently the By Law states, membership WILL be revoked if a member endangers the effective operation of the Cooperative.
  - Changing WILL RESULT to MAY RESULT allows favoritism in the Boards decision as to whom loses membership. This has already been apparent in multiple issues found during a review of the records, the independent CPA's finding, and from Ms. Barber's statement.
  
- **Amend 4.8 & 4.9 – Combine the two bylaws into a single By law**
  - Granting the Board of Directors blanket ability to Monitor all homes are owner-occupied is over- reaching.
  - What constitutes Monitoring? Demand to be allowed to walk through your property? Demand to know who's cars are at your home, for how long, and demand you provide an explanation?
  - Allow board members to put up private cameras to monitor the comings and goings of you and your guests?
  - While I wholeheartedly agree the Board is responsible for enforcing all homes are owner-occupied, use methodology similar to the town hall uses. Require copies of utility bills and a signed statement the property is owner occupied annually. Any home that falsifies these documents is subject to immediate expulsion, lawyer fees to expel the resident, loss of membership, breach of contract.
  
- **Amend 8.3 – Limit Director terms to no greater than 2 consecutive 2 year terms.**
  - By agreeing to do so, we can stop the patten of officers holding multiple positions far beyond what the original By laws intended.
  - By limiting terms we ensure a true democracy is created
  - By limiting terms we better ensure records are not destroyed, fraud is not covered up, and makes it easier for future boards to not feel bullied or pressured into not running.
  
- **Amend 8.4 – Vice President takes over the President role and no election until the following Annual Meeting**
  - This By law change violates By law 8.1 which states the Board will consist of 5 members.
  - This By Law change violate By Law 8.2 where members vote for the Board.

**Proposed By Law Changes – 2020... continued**

- **Amend 8.10 – Requires 3 directors to be considered a quorum to vote on a decision**
  - **Currently, a board member can schedule a meeting where only 3 of the 5 board members can attend. If 2 vote to agree to the transaction, despite not having a majority of the directors present a transaction can move forward.**
  - **It creates situations where two board members can control and run the board without the agreement of the rest of the board. There are 5 board members for a reason, it is to create a 2/3 majority and ensure transactions are voted in properly without giving any one board member too much power.**
  
- **Amend 8.11 – Require all board members to agree and sign acceptance for a motion**
  - **This means if the cooperative is trying to remove a board member, that board member can staunch a motion to remove him/her by simply not approving the motion**
  - **To ensure multiple view points are heard, not all board members should be required to approve a motion.**
  - **This motion violates By Law 8.13**
  
- **Amend 9.4 – Vice President will Preside at all meetings in the absence of the President**
  - **This motion means that no other office other than the Vice President can preside at any meeting where the President is not in attendance.**
  - **In this day of COVID, it does not make sense we limit who can preside over a meeting**
  
- **Amend 9.7 – Ensure all bids are made available to all members to view**
  - **All bids should be available to view, however, any board members relationship to the bidder should also be disclosed and the membership should have the right to vote which bid to select.**
  - **This prevents hand shake agreements, bids to relatives or business interests of the board which may not be lower than other bids**
  
- **Amend 11.1 – The records WILL be kept by the Directors in office**
  - **We should be amending the record retention chart to read all records remain in the park office unit G5 and none can remain in any director's home.**
  - **Records allowed to remain in an officer's home violate HIPPA laws**
  
- **Amend 11.2 – Records Shall be open to inspection of all members within 15 business days**
  - **Shall be wording allows the board to decide on what to share and what not to, it does not guarantee your request will be fulfilled.**
  - **Current limitation of 5 business days can limit the boards ability to pull records if a request was received on Sunday evening, however, 10 calendar days is a more reasonable expectation.**
  
- **Amend 11.2 – Will be available within 5 business days**
  - **Current limitation of 5 business days can limit the boards ability to pull records if a request was received on Sunday evening, however, 10 calendar days is a more reasonable expectation.**



**Social Committee Budget request**

- At this time, the park is operating at a loss and cannot afford to extend an additional budgeted item of \$800
- Proposal is primarily Garden club however is proposed it's for Garden and Social club expenditures.
- No itemized listing of proposed costs to warrant an \$800 budget annually

**Capital Improvement Plan**

- Capital Improvements are defined by the IRS as:
  - Fixing a defect or design flaw
  - An addition, enlargement, or expansion
  - Rebuilding property after the end of it's life
  - Replacing a major component or structure
  - Adapting property to a new or different use
- Storm drain cleaning is not a capital improvement and should not be listed on this schedule. This is considered a repair and CIP Funds cannot be allocated or used for it.
- Why is the permanent generated listed to be replaced in 2015 if it has a 20 year life and was purchased in 2015?

**Capital Improvement Plan.... continued**

- Electrical Panels needed to be fully replaced by 2017 as listed on the 2019-2020 CIP plan at a cost of \$83K. Only a few were replaced/repared in 2018, however, the CIP schedule shows they were replaced in 2020.
- Water line system was due in 2017 but has now been pushed to 2023-2024. Assuming no CIP funds are used between now and 2023, and the cost of the repair has not increased, we do not have enough funds to cover this project.
  - We are more than \$370K short (\$798K – current CIP bal \$428k). To cover these costs a 4<sup>th</sup> mortgage would need to be obtained, something the park currently cannot afford to do.

**Social Committee Budget request**

- At this time, the park is operating at a loss and cannot afford to extend an additional budgeted item of \$800
- Proposal is primarily Garden club however is proposed it's for Garden and Social club expenditures.
- No itemized listing of proposed costs to warrant an \$800 budget annually

**Auditor report for 2018/2019 Fiscal Year – Concerns & Comments**

- None of the Auditor supplied financial statements match any of the documents as supplied by your current accountant, June Barber & Associates.
  - Her records reflect, in error, \$40K MORE in assets than the Auditor records. In my experience, this NEVER happens and due to an accounting error on the part of the bookkeeper/accountant.
- On the Balance sheet, under “Assets” you will see LOT FEES RECEIVABLE for \$13,017 & \$9,665.
  - These figures represent how much rent the park was unpaid by members for years 2018/19 & 2017/18. These amounts were deemed forgiven by the Board of Directors.
    - Forgiven debt is considered income to the member and should have been reported on a 1099. Do you know if this was done?
  - For 2018/19 the \$13K of uncollected rent represents 35 months of unpaid/uncollected rent or 3% of your total rent collected annually.
  - Your uncollected rent increased by \$4K from the prior year, meaning this is a perpetual problem.
  - According to the By Laws failure to pay rent results in a late fee of \$15. Continued failure to pay rent results in a loss of membership and a higher non-member rent.
- On the Balance Sheet, under “Liabilities and Members’ Equity” it shows there were membership fees for 99 members still in the bank. That means no member lost their membership in 2018/2019 for failure to pay rent and no non-member rent was assessed.
- On the Statement of Revenue’s for 2018/2019 the auditor shows a profit of \$10K was recognized, however, June Barber and Associates shows a profit of \$25K.
  - Ms. Barber’s inflated profit is incorrect as she failed to properly document all expenditures and uncollected rent accurately. The auditor records are more accurate
- Notes to Financial Statements, Note # 5 regarding the mortgages:
  - In 2030, less than 9 years away, the following loans are due and payable in FULL:
    - Mortgage note with a 2018/2019 balance of \$2,954,876
    - Mortgage note with a 2018/2019 balance of \$317,748
  - Given the park is only paying down \$40K/year in principal we will never be able to pay the Balloon payment in 9 years. This will require new financing agreements very soon.
  - Interest rates are listed at 5.5% & 7.25%. Given interest rates have significantly dropped in recent years, refinancing these loans would be of utmost importance to reduce our debt.
- Notes to Financial Statements, Note # 8 regarding Concentrations of Credit Risk
  - Our current cash holdings are being held in a single bank. Those cash balances exceed those protected by FDIC.
  - Should our bank default, we would forfeit any cash in excess of the current limit of \$250,000 (the limit is not per bank account but total cash held at one bank). The auditor listed this as nearly \$300K at risk.
- Schedule of Information on Major Repairs and Replacements
  - The Updated estimated repair or replacement costs as updated in 2017 are NOT reflected on our current CIP schedule. Meaning the CIP funds needed is not accurately being calculated.

**Auditor report for 2018/2019 Fiscal Year – Concerns & Comments... Continued**

- **Drouin Associates Audit Notes:**
  - Board received this letter from Drouin over a month ago, what steps have they taken to ensure these recommendations are followed for the upcoming 2020-2021 year?
  - Collection efforts are the Accountant’s responsibility and she should be taking action in line with the Board By Laws. If the Board wishes to absolve anyone of uncollected rent or change the By Laws, they must do so through appropriate channels and not prevent the accountant from doing his/her job with respect to collections.
  - ALL Accountants are aware that funds are not to be disbursed without adequate support.
  - Missing invoices/records is not excusable... we are a small cooperative with relatively small number of invoices. Inexcusable records could not be found.
  
- **June Barber Response to audit notes**
  - Her response “I was told it was on a need to know basis and I didn’t know” incredibly disrespectful, rude, harassing, and could be construed as an attempt hide fraud by the Board.
    - We requested her presence at the Board meeting on September 19<sup>th</sup> but our request was denied by the Board.
    - Wouldn’t you like to know what current Board member is deliberately made this statement to your accountant and why they are hiding information?
    - Are Board members forgiving their own rent?
    - Rent forgiveness is not an available remedy per our By Laws for any member.
  - Disbursements need adequate documentation. There seems to be a hint in one of the Board notes that documentation and expenditures are not valid.
    - The Membership needs to explore whom is providing questionable support and why expenditures are invalid.
    - Expenditures need to be supported by an invoice or receipt and must be for a valid business reason.
      - Breakfast for a Director meeting is not a valid expenditure, travelling to visit the bank is not a valid expenditure, etc..
  - In my review of her prepared financial statements vs those supported by the check registers and bank statements, I found that her financial statements are extremely inaccurate.
    - Example: RE Taxes per 06/2020 income statement reflect we’ve paid a total of \$29,313, however, the Town of Gilford and our Check register show we’ve paid in a total of \$47,579.40. A difference of over \$18K!

<u>Date:</u>	<u>Check#:</u>	<u>Payee</u>	<u>Amount:</u>
11/11/19	2941	Town of Gilford	(4,001.20)
11/12/19	2943	Town of Gilford	(2,092.80)
12/09/19	2957	Town of Gilford	(14,088.00)
03/07/20	3013	Town of Gilford	(5,068.40)
03/17/20	3013V	Town of Gilford	5,068.40
03/17/20	3015	Town of Gilford	(5,168.40)
05/14/20	3040	Town of Gilford	(7,004.00)
06/29/20	3059	Town of Gilford	(15,225.00)

**Auditor report for 2018/2019 Fiscal Year – Concerns & Comments... Continued**

- Example: Per 06/2020 income statement, Ms. Barber shows she has paid herself a total of \$2,342.45, however, cashed checks show she received payments totaling \$5,922.00. Should trust an accountant that cannot properly record payments to herself?

Check Date	Check	Amount	Payable to
10/01/19	2901	(658.00)	June Barber Associates
11/01/19	2925	(658.00)	June Barber Associates
12/02/19	2953	(658.00)	June Barber Associates
01/01/20	2971	(658.00)	June Barber Associates
02/01/20	2989	(658.00)	June Barber Associates
03/02/20	3006	(658.00)	June Barber Associates
04/01/20	3020	(658.00)	June Barber Associates
05/01/20	3030	(658.00)	June Barber Associates
06/01/20	3047	(658.00)	June Barber Associates

- Accounting support sounds hap hazard at best. She should know better and have a better filing system if she is in the business of Bookkeeping.
  - In my 20+ years of accounting experience I've never seen any bookkeeper use a single file to keep track of any business expenditures. In 2020, all records should be in digital format.
- Adequate support for funds will eliminate any duplicate payments. Petty Cash should be rarely used, not for board member reimbursement, for expenditures where you cannot obtain a check timely, or where they will not permit payment with a purchase order/invoice.

**2019/2020 Budget vs Actual Expenditures**

The following screen shots, show the comparison of the actual to the budgeted amounts spent thus far. Any amount NOT highlighted indicates we exceeded our budget or was not an approved expenditure:

	10/19 - 09/20 Budget Approved	YTD Balance as of 07/20 Income not detailed by source as detailed info was not avail.
Revenue		
Rental Income (99 units)	433,620.00	370,954.81
Late Fees		
Other Income - Sale of A2		3,000.00
Transfer from CIP Reserve Account		16,880.15
Tent Refunds - prior year expense		780.00
Applicant Fees		
Total Revenue	433,620.00	391,614.96

Continued on next page.

**2019/2020 Budget vs Actual Expenditures.... Continued**

nses		
Annual Meeting	1,200.00	
Call multiplier	264.00	259.09
Office - Heat	924.00	2,246.16
Office - Internet/Electricity	1,200.00	764.68
Office - Maint	600.00	
Office - Taxes	504.00	560.00
Office Supplies & Postage	1,440.00	
Community Loan Fees	2,400.00	
Insurance - Liability	2,100.00	2,336.00
NH Annual Report	36.00	75.00
CPA Co & Bond Fee	7,896.00	5,463.13
Utilities - Electricity	7,500.00	5,410.34
Utilities - Sewer	21,396.00	
Operation - Maint/Repairs (Sweeping, speed bump paint	3,996.00	1,818.00
Operation - Tree Service	6,600.00	1,900.00
Operation - Trash	12,612.00	9,455.40
Operation - Snow Removal	4,200.00	4,200.00
Operation - Water Testing & Comp	4,596.00	2,693.40
Operation - Water System State of NH Permit	300.00	300.00
<b>Operations Total</b>	<b>32,304.00</b>	<b>19,463.30</b>
Professional - Accountant/Auditor	7,896.00	6,580.00
Professional - Legal	2,400.00	2,473.60
Replacement - Reserve (CIP)	42,000.00	35,000.00
Taxes - Real Estate	36,000.00	47,019.40
Taxes - Federal Income		1,300.00
Taxes - State (NH-BET)	1,500.00	1,350.00
MVSB mortgage payment	197,880.00	164,839.80
MVSB 2nd mortgate Payment	21,396.00	17,738.30
NHCLF Mortgage Payment	28,380.00	25,694.40
<b>Subtotal Expenditures</b>	<b>417,216.00</b>	<b>338,561.10</b>
<b>Unbudgeted Expenses</b>		
NSF rent		1,825.00
Bank Charges		100.00
Credit/Background Checks		659.50
Membership Fee refunds		1,425.00
CIP Expenditures		16,890.15
Locksmith		1,010.00
Chamberlain Electric		366.30
Rowell's Services		3,626.83
AJ Foss		1,252.50
Gilford Well Company		300.00
Purchase of Lot A2		3,000.00
Forgiveness of 3 mo rent to new A2 owner		1,095.00
Reimb to Robert for Tree service?		50.00
Reimb Unknown - Nancy Price		512.41
Reimb Unknown - David Berube		1,347.38
Reimb Unknown - Dave Berube Cash for 10th Anniv Party		750.00
<b>Subtotal Unbudgeted Expenditures</b>		<b>35,750.07</b>
<b>Total Expenses</b>	<b>417,216.00</b>	<b>374,311.17</b>
<b>Profit / Loss</b>	<b>16,404.00</b>	<b>19,583.79</b>

**2019/2020 Budget vs Actual Expenditures... Continued****Accounting / Misc. issues**

- **By Laws require 2 Board members to sign all checks. Of the 153 checks cut YTD**
  - **33% were not in compliance with the By Laws**
    - **47 were signed by David Barube & June Barber**
    - **1 signed by David Barube only**
    - **1 signed by Sylvia only**
    - **1 signed by Sylvia & June Barber**
  - **Board Members knowingly violated By Laws and should be removed from office and forbidden from running again**
  
- **Lot K2 – Unoccupied**
  - **The By Laws state the vacant property must be listed to low income families for 30 days then listed for all income families if still available after 30 days. What actions has the board taken to list this empty lot?**
  - **We are losing valuable rent for each month it remains empty**
  
- **Lot A2 Was purchased and sold without Member consent for \$3000**
  - **Lot A2 was purchased for \$3000, the former tenant was paid for moving expenses not approved by the membership, and legal fees associated with the lot were absorbed by the membership.**
  - **Lot A2 was then resold the same day, at a loss, without member knowledge or opportunity to bid on the property to:**
    - **a relative of a current member for less than Fair Market Value (FMV)**
    - **given 3 months of free rent**
    - **Sold to an LLC and known to not be owner occupied**
    - **It was purchased as an investment property and subsequently sold for \$63,000. Quite a profit for the LLC owner.**
    - **The Board knowingly sold at a loss rather than attempt to recoup lost membership fees, rent, legal fees to bring the park finances back into whole.**
    - **The Board did not follow By Laws and didn't sell to a low-income family**
    - **The Board did not follow By Laws and knowing sold to a non-owner occupied company**
    - **The Board did not act in the best interest of Cooperative.**
    - **The Cooperative will be liable for Federal income taxes for selling the lot at less than FMV.**
  - **Board Members knowingly violated By Laws and should be removed from office and forbidden from running again**
  
- **Non owner-occupied Lots**
  - **There are currently several lots that are non-owner occupied and the Board has not made efforts to remove membership, has not instated non-member rent, and has not evicted or expelled the owner from the property.**
  - **By Laws require the Board to take action on such matters, it is NOT discretionary per our By Laws.**

**2019/2020 Budget vs Actual Expenditures.... Continued**

**Accounting / Misc. Issues**

- June Barber Associates Bookkeeping
  - Bank Statements do not match the financial records she prepares. I tried reconciling cash monthly and could not get to the numbers she has on her Balance sheets monthly.

**Example:** Below is a schedule of Rent/application fees as recorded by June Barber vs what the Bank shows we received. As you can see, many months they do not match. They do not appear to be a timing difference as bank deposits rarely happen on the first of the month per the bank statements.

	<u>Receipts Recorded Per June on Check Ledger</u>	<u>Receipts per bank statements</u>	<u>(Over reported receipts) / Under reported Receipts on books</u>
October-2019	34,962.00	31,524.00	(3,438.00)
November-2019	43,032.50	45,725.50	2,693.00
December-2019	37,480.00	37,480.00	-
January-2020	33,714.00	33,714.00	-
February-2020	41,933.00	34,459.00	(7,474.00)
March-2020	37,505.00	44,614.00	7,109.00
April-2020	37,627.31	30,287.00	(7,340.31)
May-2020	31,703.01	38,045.00	6,341.99
June-2020	38,700.00	38,225.00	(475.00)
July-2020	38,670.46	38,181.00	(489.46)
August-2020			-
September-2020			
<b>Total</b>	<b>375,327.28</b>	<b>372,254.50</b>	<b>(3,072.78)</b>

- She changes the beginning balance of the cash account after she supplies the coop the financial statements. This is never allowed in accounting!

**Bank Reconciliation  
Per Joan**

	<u>Apr-20</u>	<u>May-20</u>	<u>Jun-20</u>	<u>Jul-20</u>
Beg Balance per G/L	105,731.85	??? No Bal	106,352.78	119,526.47
Beg Balance	105,358.86	113,759.64	106,247.78	119,984.47

- Accounts payable figures on the Balance sheet should reflect actual amounts due or estimates for bills not yet received. Her figures are grossly under calculated and stagnant. Her figures are erroneous give a false sense of what the park has for resources to pay.
- She continues to show revenues for 99 units, however, we know we aren't collecting 99 units of rent as unit A2 has been vacant & was forgiven for 3 months of rent, Unit K2 is empty , for 5 months this fiscal year we have been assessed back check fees for rent checks that bounced, and we have historically 3% of uncollected rent annually.

Accounting / Misc. issues... continued

# of Units & Expected rent @\$365/unit/mo

	<u># of Units</u>	<u>Expected Rent</u>	<u>Rent Per June Barber Associates?</u>	<u>(Under)/Over collected</u>
October-2019	99.00	36,135.00	34,962.00	(1,173.00)
November-2019	98.00	35,770.00	43,032.50	7,262.50
December-2019	98.00	35,770.00	37,480.00	1,710.00
January-2020	98.00	35,770.00	33,714.00	(2,056.00)
February-2020	98.00	35,770.00	41,933.00	6,163.00
March-2020	97.00	35,405.00	37,505.00	2,100.00
April-2020	97.00	35,405.00	37,627.31	2,222.31
May-2020	97.00	35,405.00	31,703.01	(3,701.99)
June-2020	97.00	35,405.00	38,700.00	3,295.00
July-2020	97.00	35,405.00	38,670.46	3,265.46
July-2020	98.00	35,770.00	38,181.00	2,411.00
August-2020				
September-2020				
<b>Total</b>		<b>392,010.00</b>	<b>413,508.28</b>	<b>21,498.28</b>

- o Duplicate Member refunds were booked for Patrick & Lisa Savage \$250 paid on 10/22/19 & \$175 paid on 11/04/19

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Beg Bal</u>	<u>Amount</u>
10/22/19	2913	Patrick & Lisa Savage		(250.00)
11/04/19	2932	Patrick & Lisa Savage - membership refund		(175.00)

- o Membership fees in our CD do not adequately reflect the active # of members. It shows 99 all year but we've had anywhere from 97-98 (not counting members that should have lost their membership due to unpaid rents).
- o Checks are written and recorded for future periods which creates check #ing issues. This is a violation of Accounting principles and forbidden in accounting.
- o Currently, the following check remains uncashed:
  - Check # 3031, issued 04/29/2020 \$2400.00 payable to Top Notch Tree Experts
  - Is this still due and payable?
- o The following expenses have not been recorded on the financial statements she prepares but are reflected on the bank statements. Were these amounts ever collected from the delinquent rent payors? Were they charged the NSF Fees and late fees? Are they allowed to continue paying by check where so many months in a row the checks bounced?



Accounting / Misc. Issues... continued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
10/30/19	NFS Bank Fee	(12.00)
10/30/19	Receipts - NSF	(365.00)
02/28/20	NFS Bank Fee	(12.00)
02/28/20	Receipts - NSF	(365.00)
03/01/20	NFS Bank Fee	(12.00)
03/01/20	Receipts - NSF	(365.00)
04/01/20	NFS Bank Fee	(12.00)
04/01/20	Receipts - NSF	(365.00)
05/01/20	NFS Bank Fee	(12.00)
05/01/20	Receipts - NSF	(365.00)
06/01/20	Bank Fee to Obtain Strmts	(40.00)

- Board members have been increasingly reimbursing themselves for expenditures. Typically you would see small amounts for misc expenditures, however, these expenditures have become quite large and frequent for a small coop. Dave Berube seems to be the biggest offender with the majority of the reimbursements. Odd no other director needed to be reimbursed from Sept 19 – May 20.
  - An explanation as to what these expenditures are should be obtained and added to future budgets if they are legitimate.

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>
09/19/19	2899	Dave Berube	(209.00)
09/19/19	2900	Dave Berube	(100.00)
09/30/19	2906	Dave Berube	(160.23)
10/08/19	2909	Dave Berube	(112.39)
10/15/19	2911	Dave Berube	(115.67)
10/22/19	2917	Dave Berube	(91.01)
10/25/19	2922	Dave Berube	(63.82)
11/05/19	2937	Dave Berube - Cash for 10th Anniv Party	(750.00)
11/11/19	2942	Dave Berube	(79.50)
11/19/19	2948	Dave Berube	(179.46)
12/31/19	2977	Dave Berube	(107.73)
01/14/20	2983	Dave Berube - Petty Cash	(196.33)
02/11/20	3000	Dave Berube	(77.92)
02/18/20	3001	Dave Berube	(220.00)
05/29/20	3048	Nancy Price	(172.98)
07/24/20	3067	Nancy Price	(166.83)
07/24/20	3067V	Nancy Price	166.83
07/24/20	3068	Nancy Price	(166.83)
07/24/20	3068V	Nancy Price	166.83
07/24/20	3073	Nancy Price	(156.83)
07/29/20	3075	Dave Berube	(103.55)

**Accounting / Misc. issues... continued**

- **Misappropriation of Funds/Breach of Fiduciary Duty of Care/Failure to Follow By Laws**
  - Expenses are required to be supported by receipts and be for valid business reasons. Any expenses paid/reimbursed for without appropriate support AND deducted for Federal/State income tax purposes are considered Tax Fraud. Our insurance policy/Bond coverage does not cover Tax Fraud.
  - Misappropriation of funds & Breach of Fudiciary care was broken when unit A2 was sold for less than FMV, not listed for sale as required by our By Laws.
  - Misappropriation of funds when unit A2 was "paid off" to leave unit & a moving truck was hired to move their belongings without a majority vote from the Membership.
  - Misappropriate of funds & Breach of Fudiciary care was broken when expenses exceeding \$3,000 fiscally were expended and not budgeted for by the Board or Cooperative
  - Breach of Fudiciary care was broken by renewing contact for Accountant when it is obvious the records do not tie, are erroneous, not reliable, inaccurate, have significant accounting errors.
  - Misappropriation of funds & Breach of Fudiciary care by selectively enforcing By Laws surrounding late/unpaid rent, utilization of membership fees to satisfy underpaid rent, &/or failure to assess non-member rent when required by By Laws.
  - Misappropriation of funds & Breach of Fudiciary care by failing to terminate membership and evict units whom are not owner occupied.
  - Breach of Fudiciary care of Board allow a single board members to sign checks and/or permit the accountant to sign checks.

**Proposed 2020/2021 Budget based on Actual 2020 Income & Expenditures**

Below are 2 more accurate budgets than what the board has proposed.

The first reflects our financial position if uncollected rent were to continue at the current 3% rate of uncollected rent, unit K-2 remains empty, and if we didn't raise rent. Additionally, I increased the Accountant fee as we should not continue on with June Barber & Associates. Without raising rent, we cannot complete any of the proposals the Operation Manager is collecting.

The second shows how much rent needs to be raised in order to meet our actual expenditures, have enough funds left over for the proposals the Operation Manager is collecting for the upcoming year and to cover the 2020 CIP work needed for the Electrical Panels.

**Proposed 2020/2021 Budget based on Actual 2020 Income & Expenditures... continued**

Prepared by - Michelle Sykes 9/7/2020  
 (Based on actual 2019-2020 expenditures and CIP Schedule)

10/1/20 - 09/30/21	
Estimated Budget - Rent at \$365/mo	
<b>Revenue</b>	
Rental Income (99 units @ \$365/mo)	433,620.00
Bad Debt - Uncollectable Rent 3%	(13,008.60)
Unit K2 - Empty - \$365/mo	(4,380.00)
CIP Transfer for Electrical Panel work	30,000.00
Late Fees	
Applicant Fees	
<b>Total Revenue</b>	<b>446,231.40</b>
<b>Expenses</b>	
Annual Meeting	1,400.00
Call multiplier	264.00
Office - Heat	2,500.00
Office - Internet/Electricity	900.00
Office - Maint	600.00
Office - Taxes	900.00
Office Supplies & Postage	500.00
Background Checks	300.00
Community Loan Fees	2,400.00
Insurance - Liability	2,500.00
NH Annual Report	30.00
CPA Co & Bond Fee	8,200.00
Utilities - Electricity	7,000.00
Operation - Maint/Repairs	3,996.00
Operation - Tree Stump removal	800.00
Operation - Trash	11,000.00
Operation - Snow Removal	4,400.00
Operation - Water Testing & Comp	2,700.00
Operation - Water System State of NH Permit	300.00
<b>Operations Total</b>	<b>23,196.00</b>
Professional - Accountant/Auditor \$700/mo	8,400.00
Professional - Legal	2,600.00
CIP - Electrical Panel/Box Upgrades	30,000.00
Replacement - Reserve (CIP) - \$3500/mo	42,000.00
Director Reimb expenses	2,200.00
Repainting of Unit G5	TBD
Repainting of Front & Back Well houses	TBD
Storm Drain Cleaning	TBD
Tree Stump removal	TBD
Taxes - Real Estate	55,000.00
Taxes - Federal Income	1,300.00
Taxes - State (NH-BET)	1,500.00
MVSB mortgage payment	198,000.00
MVSB 2nd mortgage Payment	21,800.00
NHCLF Mortgage Payment	32,000.00
<b>Subtotal Expenditures</b>	<b>445,490.00</b>
<b>Net Profit / Loss</b>	<b>741.40</b>

**Proposed 2020/2021 Budget based on Actual 2020 Income & Expenditures... continued**

Prepared by - Michelle Sykes

9/7/2020

(Based on actual 2019-2020 expenditures and CIP Schedule)

10/1/20 - 09/30/21	
Estimated Budget - Rent @ \$395/mo	
<b>Revenue</b>	
Rental Income (99 units @ \$395/mo)	469,260.00
Bad Debt - Uncollectable Rent 3%	(14,077.80)
Unit K2 - Empty - \$395/mo	(4,740.00)
CIP Transfer for Electrical Panel work	30,000.00
Late Fees	
Applicant Fees	
<b>Total Revenue</b>	<b>480,442.20</b>
<b>Expenses</b>	
Annual Meeting	1,400.00
Call multiplier	264.00
Office - Heat	2,500.00
Office - Internet/Electricity	900.00
Office - Maint	600.00
Office - Taxes	900.00
Office Supplies & Postage	500.00
Background Checks	300.00
Community Loan Fees	2,400.00
Insurance - Liability	2,500.00
NH Annual Report	30.00
CPA Co & Bond Fee	8,200.00
Utilities - Electricity	7,000.00
Operation - Maint/Repairs	3,996.00
Operation - Tree stump removal	800.00
Operation - Trash	11,000.00
Operation - Snow Removal	4,400.00
Operation - Water Testing & Comp	2,700.00
Operation - Water System State of NH Permit	300.00
<b>Operations Total</b>	<b>23,196.00</b>
Professional - Accountant/Auditor \$700/mo	8,400.00
Professional - Legal	2,600.00
CIP - Electrical Panel/Box Upgrades	30,000.00
Replacement - Reserve (CIP) - \$3500K/mo	42,000.00
Director Reimb expenses	2,200.00
Repainting of Unit G5	TBD
Repainting of Front & Back Well houses	TBD
Storm Drain Cleaning	TBD
Tree Stump removal	TBD
Taxes - Real Estate	55,000.00
Taxes - Federal Income	1,300.00
Taxes - State (NH-BET)	1,500.00
MVSB mortgage payment	198,000.00
MVSB 2nd mortgage Payment	21,800.00
NHCLF Mortgage Payment	32,000.00
<b>Subtotal Expenditures</b>	<b>445,490.00</b>
<b>Net Profit / Loss</b>	<b>34,952.20</b>

**Final words**

**I urge you all to think carefully about those you elect or allow to remain in Board positions this year.**

**Do they make sense?**

**Are they acting in the best interests of the collective membership or for their own benefits?**

**Are they making selective decisions to satisfy their own agendas?**

**Are they putting the park at risk at being insolvent?**

**Should we continue hiring an accountant that can properly keep our books and provide accurate financial statements?**

**Should a Board member that tells your accountant to not follow the By Laws and tells them it is none of their business be allowed to continue on the Board? Be a member?**

**The budget absolutely should not be voted on until it can be updated with corrected actual expenditure items.**

**Do not vote in the current budget, CIP expenditures, renew your accountant until these can be updated/corrected.**

Exhibit  
B 2



**JUNE BARBER ASSOCIATES**  
**Accounting and Tax Preparation**

526 Main St. Ste 1  
Laconia, NH 03246

603 528-2800  
fax: 603 528-2868  
email: j.junebarberassoc@myfairpoint.net

**REBUTTAL**

I, June Barber, **ACCOUNTANT**, is hereby responding to accusations in the report distributed to all members, as prepared by Michelle Sykes, who does state she is **not** a member, states that she prepared the 37 pages from documents provided to park **MEMBERS, AND PUBLICALLY AVAILABLE. Not true**, the only way a member can get copies of bank statements is for the Member, herself/himself request copies, Neither her nor her significant approached the BOD for copies, so these bank statements, which are confidential, were not obtained from the BOD but from someone else and should not be her possession. **Also, has she or her significant other, attended any of the monthly meetings?**

She does state that she is a **TAX ACCOUNTANT with 20 years experience, I have 30 years as an Accountant.** Being a tax accountant explains some of the omissions she left out and did not address in her comments about the financials, etc although being a Tax Accountant, she should be aware of the many corrections I have noted, so that being the case, here are my comments

Pages 2 – there is no mention of inaccuracies, missing expenditures, incorrect financials prepared by me as there was nor is none.

Does anyone understand a **Budget**, it is a guesstimate and not cast in concrete. Prepared a year in advance, additional unexpected expenditures come up and yes, you do go over the Budget. **Inevitable.** I will address her BUDGET later in this report.

Let's skip over to Page 8 – Yes, we do differ from the one issued for 6 30 20 by me and the final report issued by Drouin Associates, CPA who does our audit, Drouin makes changes and that is why LRMHV pays him the big bucks. Well, since she is a **Tax Accountant** maybe this is something new to her: Drouin Associates reclassifies some of my expenditures into Assets on his balance sheet, and the final numbers are his without question from me as he is the CPA. I expense these expenditures and he decides if they are an expense or capitalize, i.e. the tent the BOD 9 30 19 purchased, I expensed, he reclassified to an Asset.

Also be aware that LRMHV is an Accrual Taxpayer and not a cash taxpayer. Will be glad to explain this to **ANYONE** who does not understand and it is noted in Drouin's financial statements based on accrual income and expenditures. Read the fine print if you will.

Membership fees on the balance sheet are in a CD stays at 99 members does not change with anyone leaving or anyone coming. You do not touch a CD until it matures and this is kept this way until it matures and is a good business practice to keep these monies separate. It is a Restricted Acct, meaning cannot be touched except for membership.

So far as my profit versus Drouin's, how about thinking **depreciation** which is a paper loss that Steve Drouin calculates and puts in his final report. **PAPER LOSS ONLY, NOT CASH LOSS**, just in case you don't know that. I have recorded all income and all expenditures as Drouin Associates reviews every piece of paper, all invoices with checks attached, all checks with backup info. Depreciation \$38,030.68 and amortization \$4,125.32. Hopefully you can add and note that his income/loss will be bigger than mine. Will also refer to the budget prepared by a Tax Accountant.

My response to audit notes for 9 30 19, old BOD as far as the legal fees which are to be billed back to the unit owner was not done, I questioned this several times and was told by the 9/30/19, I was not on a need to know, disrespectful, yes, but I will show you what disrespectful is with the attached copies of notes I received every month starting in December 2019 and still continues, that is more than disrespectful Were they, prior board, hiding something, could be who knows unless you question the 9 30 19 BOD.

There are no invalid expenditures on the books, would be nice if this remark was expanded a little bit but when you are witch hunting, you don't want to.

Town of Gilford, more homework should have been done first. Checks are made payable to town of Gilford for real estate as well as sewer, so combined all checks written into one and says I don't know what I am doing? Perhaps the preparer of this report should rethink check 2491 Sewer 2493 Sewer 2957 real estate tax, 3015 sewer, 3040 sewer, Real Estate, do the math, real estate tax \$29,313 **Sewer look at income statement!!!!**  
**Again, preparer ,did not do her homework.**

My fee is \$658 per month, do not know where she came up with **\$2342.45, really,** as attached is a copy of the pdf income statement sent to LRMHV and it shows \$5992.00 paid to me as of 6 30 20. Maybe you should not believe in a Tax Accountant that apparently has issues in reading reports.

Let me advise you that my business is Accounting and not bookkeeping to which the preparer keeps referring. Don't know what the preparer refers to as a 'single file'. All records are on my computer, with weekly backups, computer goes home with me every night as well as the backups. Also keep a small supply of checks offsite just as a precaution.

Again, **JUNE BARBER BOOKKEEPING, AM NOT A BOOKKEEPER, HOW ABOUT YOU** Book revenue is accrual basis income, bank statements is based on deposits Cash in; get it?? So there will always be a difference.

No Accounts Payable in my reports as when an invoice comes in, it is directly paid and expensed. The only time is at fiscal year end as after books have been closed, you may get a bill refers back to the prior month and then has to be accrued. I have never changed a beginning balance on any of my Balance Sheets once they are issued. I never give out a report until bank statements are reconciled.

Note name is **JUNE not JOAN.** Can't even get that right

No double payments for Savage membership refund. This is my fault, yes I admit to my mistakes, I use the vendor Refunds and only change who the check is payable to but if the vendor is set up under the Savage name, it shows that way on the checks register. I have since corrected this.

C

A UNAUTHORIZED CHECK  
WAS WRITTEN TO A TREE  
CO. BASED ON A QUOTE.

THE CHECK WAS GIVEN TO A  
COMMUNITY MEMBER BY  
OUR BOOKKEEPER.



L.R.M.H.V. COOPERATIVE, INC.  
303 OLD LAKE SHORE ROAD  
GILFORD, NH 03249  
OFFICE G-5

March 17, 2020

To the Members of LRMHV Cooperative,

We have had a number of rumors going around the park about some money that was supposedly spent or stolen by the current board during the transfer of the old board and the new board. Hopefully, this packet will take care of these rumors. But if you should have any further questions the board will be glad to meet with you one on one.

We have a bill from Top Notch Tree for \$4000. This was dated September 27, 2019 and the invoice number is 6102. According to Don this was a quote of what the work would cost. The bill is for tree trim and removal of trees, 2 days with a bucket truck. They were told the bucket truck would not be available until January. David had June cut check # 2903 for \$4000 so they could pay it when it came due. When the check was cut, it was mistakenly cut with the date of September 1, 2019 instead of September 27, 2019, but it wasn't noticed right away. When it was noticed there was a verbal agreement by the board that it shouldn't be a problem. The check was kept in the back room of the office. Unfortunately no work was done in September.

In November we had the trim work done on the trees. We received another bill from Top Notch dated 11/26/2019 and numbered 6549 for \$3500. This was for 2 days with the bucket truck that became available earlier than they thought. June cut a check # 2958 for this amount and the bill from Top Notch was paid. The original check for \$4000 was voided by Rachel and returned to June.

*Which is it Bill or Quote almost a month mistake*

*Who is they?*

*problem! Sept 1 new board had no authority*

Shouldn't  
it be in  
our file!!

June is currently trying to locate the original check in her office. But she did provide us with copies of the 2 invoices and the 2 check stubs. Copies of these are included with the packet.

- As you can see, the first bill is for \$4000, invoice #6102, signed by Don and David, dated September 27, 2019. The attached check stub #2903 dated September 1, 2019 was voided.
- The second bill is for \$3500, invoice #6549, signed by David and Roxann, dated November 26, 2019. The attached check stub #2958 dated December 17, 2019

Also included in the packet is a statement from Meredith Village Savings saying that the check #2903 for \$4000 was never cashed or presented to the bank for processing.

The reason for the difference in the 2 bills was that they did the trim work in November but did not remove any trees. The removal of several trees will take place in the spring.

\$4,000 for trim + removal  
ended being \$3,500 for just trim

Thank you → \$500 for removal?  
One tree was removed, DIB?  
The Board of Directors  
DEAD?

Revisedly why  
you don't write a  
check BEFORE  
you receive a  
bill

How would you  
have dealt with  
the \$4,000 check  
when the bill  
was \$3,500?

Check written 9/1 or  
even 9/27 Bill ?? 11/20  
3 months inbetween!!







March 9, 2020

To whom it may concern,

Check number 2903 in the amount of \$4000.00 has not been presented against the LRMHV operations Account.

A handwritten signature in cursive script that reads 'Dawn DiRenzo'.

Dawn DiRenzo, BSR

Gilford Office

1383 Lakeshore Rd

Gilford, NH 03249

Exhibit  
C

Rachel Laplante -- Past Vice President  
303 Old Lake Shore Road, Lot C9  
Gilford, NH 03249

Deb Richardson -- Past President  
303 Old Lake Shore Road, A14  
Gilford, NH 03249

April 17, 2019

Dear Members of LRMHV Cooperative Inc.:

This letter is in response to the letter we received from our Board of Directors dated March 17, 2020 but post marked and mailed to us on April 14, 2020.

Deb and I respectively are responding to this letter, because 1) we found the letter to be very confusing and 2) we want you to know of events "that we are both aware of" relating to the same matter.

To make it easy for you, we will respond to their letter, paragraph by paragraph.

**Paragraph 1- Neither of us said any money was stolen by the BOD's Past or Present.**

Event: Deb Richardson - Past President (of Previous BOD), received a copy of the check register handed out during a monthly meeting. Deb noticed the first line item Check # 2903 for \$4000.00. Deb sent an email to our accountant, June Barber informing her that her BOD had never hired Top Notch Tree Experts to do any tree work. Deb was told that the date of the check was an error and that it would be taken care of.

Event: Rachel Laplante -- Past Vice President (of Current BOD) David Berube (of Current BOD) came to my house and told me about the situation "not fully comprehending it at the time," I later phoned June Barber and asked her about it. She claimed it to be an error and said she asked David to bring it back and that he said, "NO!"

Event: David told the BOD in executive Session about the check. And just as he states in the letter we received, he claimed there to be no problem.

Event: Rachel disagreed and on more than one occasion she stated the following;

- 1) The transition of the BOD took place on September 27, 2019 and that this check is dated September 1, 2019; and
- 2) That the previous BOD did not hire nor was there any past due bill from Top Notch Tree Experts; and
- 3) That the current BOD did not have check signing authority until sometime after September 27, 2019.

Rachel believed that the check should have been returned to June as she requested. It took Rachel 2 ½ months to get the check from David (without any assistance from the other board

Exhibit B-5

**Paragraph 4 -** June is trying to locate the original check the BOD stating is lost in her office.

**WE SHOULD ASK,**

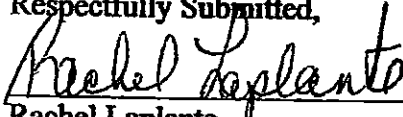
Did David forget to return the actual check that Rachel voided? **Recall:** Rachel did not write void on the check stub provided with the letter.

**Paragraph 5 -** Agree.

**Paragraph 6 -** In paragraph 2 of their letter it clearly states that the \$4000.00 is for tree trimming and cutting. We paid \$3500.00 for just trimming as shown on attachment B. Are we to assume that we will get a final bill for \$500.00 as originally quoted?

We hope this letter brings to light that there are many inappropriate actions that negatively affect the operation of the Cooperative. Your participation at our regular monthly meetings is crucial.

Respectfully Submitted,

  
Rachel Laplante

  
Deb Richardson

December 8, 2021

To: Deborah Richardson  
Row A-14

Enclosed please find a copy of check number 2903, dated September 1, 2019. The Board of Directors has received the original check from our previous accountant. As you had requested a copy of this check in the past, the board thought it prudent to provide you with a copy. The original check is at the office at G-5 now and will be available to view at the next Board of Directors meeting.

Sincerely,

The Board of Directors



HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

2903

**L.R.M.H.V. COOPERATIVE, INC.**  
303 OLD LAKESHORE RD.  
GILFORD, NEW HAMPSHIRE 03249

**MEREDITH**  
VILLAGE SAVINGS BANK  
MEREDITH, NEW HAMPSHIRE 03253  
54-7293/2117



PAY  
TO THE  
ORDER  
OF

Four thousand and 00/100 Dollars

Top Notch Tree Experts  
P. O. Box 1738  
Campton, NH 03223

2903

DATE

Sep 1, 2019

AMOUNT

\*\*\*\*\*\$4,000.00



*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

Security features. Different bank

6172

⑈002903⑈ ⑆211772936⑆ 04 695404⑈

LRMHV COOPERATIVE INC SD.9 30-19

Revised

Check Register

For the Period From Sep 1, 2019 to Sep 30, 2019

7cb 11/26/19

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
2903	9/1/19	Top Notch Tree Expe	10100	4,000.00
2889	9/2/19	June Barber Associat	10100	658.00
2892	9/3/19	Pinard Waste Syste	10100	1,050.60
2893	9/3/19	Atlantic Broadband	10100	135.48
2894	9/9/19	Gilford Well Compan	10100	497.45
2895	9/9/19	Rowell's Services	10100	2,451.00
efts sep 19	9/10/19	Meredith Village Savi	10100	1,773.63
2896	9/10/19	LRMHV Cooperative	10100	3,500.00
	9/15/19	NHCLF	10100	2,569.44
	9/16/19	Meredith Village Savi	10100	16,489.98
2897	9/16/19	Eversource	10100	162.21
2898	9/16/19	Eversource	10100	35.67
2899	9/19/19	Dave Berube	10100	209.00
2900	9/19/19	Dave Berube	10100	100.00
2904	9/30/19	Pinard Waste Syste	10100	1,125.60
2905	9/30/19	Eversource	10100	320.91
2906	9/30/19	Dave Berube	10100	160.23
2908	9/30/19	Taylor Rental	10100	1,256.50
2903V	9/30/19	Top Notch Tree Expe	10100	-4,000.00
<b>Total</b>				<b>32,495.70</b>

90  
91

Cash receipts 109,220.25  
 receipts 34,050.00  
 disbursements 32,495.70  
 Cash end -  
 110,774.55

missing  
 expenses on debit  
 card 170.46

Difference of  
 \$ 4,170.46

**LRMHV COOPERATIVE INC SD 9 30 19**  
**Check Register**

*Exhibit C*

Filter Criteria includes: Report order is by Date.  
**For the Period From Sep 1, 2019 to Sep 30, 2019**

Check #	Date	Payee	Cash Account	Amount
2903	9/1/19	Top Notch Tree Experts	10100	4,000.00
2889	9/2/19	June Barber Associates	10100	658.00
2892	9/3/19	Pinard Waste Systems I	10100	1,050.60
2893	9/3/19	Atlantic Broadband	10100	135.48
2894	9/9/19	Gilford Well Company In	10100	497.45
2895	9/9/19	Rowell's Services	10100	2,451.00
2895	9/10/19	Meredith Village Savings	10100	1,773.63
2896	9/10/19	LRMHV Cooperative	10100	3,500.00
	9/15/19	NHCLF	10100	2,569.44
	9/16/19	Meredith Village Savings	10100	16,489.98
2897	9/16/19	Eversource	10100	162.21
2898	9/16/19	Eversource	10100	35.67
2899	9/19/19	Dave Berube	10100	209.00
2900	9/19/19	Dave Berube	10100	100.00
2904	9/30/19	Pinard Waste Systems I	10100	1,125.60
2905	9/30/19	Eversource	10100	320.91
2906	9/30/19	Dave Berube	10100	160.23
2908	9/30/19	Taylor Rental	10100	1,256.50
		expenses on debit card		<del>170.46</del>
<b>Total</b>				<u><u>36,666.16</u></u>

*No check writing Authority until 9/21/19*

*← Omitted from revised copy*

cash beginn	109,220.28
receipts	34,020.00
disbursements	-36,666.16
cash end	106,574.12

TESTIMONIAL  
LETTERS

7/27/2020

Re: Petition

Exhibit  
D

From: Rachel Laplante <rachel327@ymail.com>

To: gram062151@aol.com <gram062151@aol.com>

Subject: Re: Petition

Date: Thu, Jul 23, 2020 12:24 pm

Dear Deb: in regards to the petition to remove your entire board of directors out of office last September 2019., But more specifically relating to the miss use of co-op funds, David Berube and I sat in my office for a couple of hours discussing each reason that was listed in the petition. We created a document (copy provided) that I believe, but am not positive, was handed out at the annual meeting and in this said document David gave me specific detailed reasons for each accusation. You will see the only reason under miss use of co-op funds was that David referred to legal matters being paid for by the co-op instead of following appropriate steps as outlined in the bylaws. The example he used was anybody that owed back rent and facing eviction, the member is responsible for attorneys fees. Ironically he was talking about unit Lot A2. I say ironically because when David and I served on the Board, "He did the very same thing he accused you of doing and with the very same Unit". I was tasked with getting the person/s in that same unit out. We did not evict her, instead "we paid her \$3000.00" (Nov. 2019. Check No. 2938) to leave and we "the Coop" paid for Legal fees \$ 1,126.10 (Nov 2019. Check No. 2939). As you know, I had no personal knowledge of any facts that David asked me to list in the petition. I never attended a meeting when you were President, with the exception, I did attend the one meting when you had a management company come in to speak. It was on this same day that David pulled me aside to ask if I would type up the petition and came by my house several times to discuss what should be included in the petition. He played me well. His flirts, asking me out on a date, and then being in a "so called relationship" was all part of his plan in my opinion. His plan to get himself, Jane and Nancy back on the Board all worked. They got rid of me. I was asked to step down. I did not resign. I was considered a bully because I made such a big deal over the check you happened to bring to June's attention. The fact that David would not give it back raised many red flags and caused me to be suspicious. The check dated September 1, 2019 (No. 2903) has gone missing! As you know it took me 2 1/2 months to get it from him and I told you I wrote void across the check. June says she has it somewhere. They dont want us to see the two signatures on the check. David & Dons!

A lot of what was said in the petition are the same exact things that this current board is doing. And if you recall, when we had a monthly meeting outside due to Covid, and gave a verbal apology to your entire board, I also stated each reason we asked your board to leave and further stated that we all should be ashamed of ourselves "because the current board is doing the dry same things." Anyhow, I hope this information is helpful and if you have any further questions or concerns, don't hesitate to reach out to me.

Sincerely, Rachel Laplante

January 31, 2022

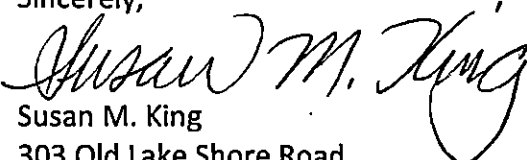
To Whom It May Concern:

As I am unable to attend this hearing/meeting, I am writing this letter in support of the group before you. I have lived in the Lakes Region Mobile Home Park since September of 1990. At that time, the park had one private owner. There were rules that we were all expected to abide by when we purchased a home in the park. In the event of any problems or issues, the owner dealt with them directly, there were no exceptions to my knowledge. All in all, it was a nice, enjoyable place to live. When the owner announced that he had decided to sell the park, he gave us the opportunity to buy it. The residents gathered together to purchase the park and become a cooperative, a resident owned community. It was a lengthy process, but we successfully accomplished becoming a cooperative. Over the years, there have been dramatic changes in the park and the overall quality of life here. With the election of Board(s) of Directors, the establishment and enforcement of bylaws and rules, there has been a considerable amount of animosity, distrust, and cooperation created within the park.

Over the course of years, I have seen this situation increasingly worsen. Board members have come and gone at a rapid pace, an overall breakdown of cooperation and consistency has occurred, residents have come and gone, there is a large lack of communication with too much gossip and hearsay floating around, suspicions of mismanagement/misuse of funds/and abuse of authority by Board members is rampant, and there simply is no cooperation and consistency with anything. Presently, with the lack of affordable housing in this area, manufactured housing is growing as an affordable solution. While ROC has provided some minimal assistance, I don't feel they have been a considerable help to us at all. While trainings and workshops are important, it's simply not enough, especially for what our cooperative has been facing. We need more help, guidance, support, regulations, mediation – and help from legislatures and lawmakers in order to become more viable and successful. Otherwise, I see our situation growing progressively worse.

I don't have all the answers – but I'm hoping that by bringing this situation to the forefront with you that we may get the help and guidance we desperately need. Thank you so very much for your time and attention to this matter.

Sincerely,



Susan M. King  
303 Old Lake Shore Road  
#C-3  
Gilford, NH 03249

September 7, 2019

President's Report

First of all it's been an interesting and eye opening year.

After having several board members come and go, we finally have a full board and hopefully they will still be with me after this annual meeting. We all started knowing we had very little knowledge, about running this park, it was a struggle at the beginning. We all came through knowing what it is to be on the board and how much work is involved to run this park. With that said I would like to thank the ladies putting up with me. I think what makes us work well together, we all want to see this park thrive that we know it can. As a board we all get along and we all have our own voices. There are times that we agree to disagree, but we talk it out. However it ends," it is always the majority rules".

We have accomplished quite a bit this year, I know it doesn't show, but here are a few things:

We got the dogs all registered

Roomates are all up to date as far as I know.

We got people to clean up their areas. I would like to thank you for your cooperation. We have been working on the late rents.

I would also like to say I have met some great people in this park.

Our goal for the coming year is to work on grants for the water project and continue with improving this park. We would like to see more committes at work and more volunteering.

Thank you  
Deb Richardson

LRMHV  
Vice President's 2018-2019 Report

I have been fortunate to have served as both Treasurer and now VP. I was appointed treasurer to begin with. I had no prior knowledge what the position entailed. I found it eye-opening, challenging, and enlightening. It was a continual learning process, which I enjoyed. Through several changes this year, I am currently serving as VP. This position is up for re-election for 2019-2020. I would love to serve again as your VP. We have worked hard to do what's best for LRMHV. We (after several changes), have a BOD that is committed, works well together, can come together and listen to each others opinions to make decisions, and best of all we enjoy each other. So I hope you will let me continue as your VP.

I am on the rules enforcement, rules/by-laws committee. This is also a great learning experience. This committee consists of Deb Richardson, chairperson, myself, Sylvia Dion, and Susan Branch. It has been a pleasure working with all of them.

I've been lucky enough to sit in on the membership committee, to see the task of approving new homeowners and members.

When I was asked initially to serve on the BOD I was apprehensive. I had no clue, but I was willing to do my part. After all, that's what a co-op is. So, I became involved and it was mindboggling, but, I like my mind to be challenged.

My final responsibility is keeping information for the call multiplier service, that we use to receive special notices to everyone who has provided a contact phone number.



---

Thank-you to the people I've served with throughout this year. It has been a great learning experience. I feel I have grown as an individual. This has become a little lengthy, so in closing, I want to thank all of the residents for your support and concerns for our community.

Respectfully submitted,

Nancy Crowley

## **Treasurer's Report**

**2019**

**I've only been on the Board for 4 months. In that time, I learned a lot and discovered a lot. We couldn't find receipts, no bank statements, etc. I told our accountant that I would not sign any checks unless I have copies of the bills to verify the amount and to have for our files. MVSBS was kind enough to give me copies of our bank statements from 2014 to 2019. They didn't charge us for them although they could have. According to our bank statements, on 7/31/18 our balance was \$56,106.92. On 7/31/19 our balance was \$106,890.09.**

**Throughout this year we have shown much healthier balances than previous years. It's because we are very cautious of what we are spending. We have been able to meet all emergencies, which were plentiful in the months since I have been on the Board. We are getting some electrical panels replaced soon. Also, we are getting prices to have some trees removed and/or trimmed. The office porch has been power washed and painted. We switched to Rhymes Oil for both our oil and propane. This is another way to save by consolidating instead of having separate companies and separate bills.**

**I am proud to say that I am working with a great Board of Directors. We work very hard to keep this community going. We'll never satisfy everyone – it's impossible – just the human nature. We are all volunteers and not paid! Since the Co-op began in 2010 there has never been a perfect Board of Directors. Through the years many have not completed their terms as a Director. So be considerate and give this Board a chance. Ever since September 2018 members have been lashing out every month. People are finding something to complain about and most are complaints that**

**should have been dealt with years ago. So be positive and patient! We are working very hard to make this a better place to live. As a member of the Rules Committee, we are going to enforce our rules. Please, the rules are very important! This is a Co-op with 99 families and rules are part of the Co-op. Too many people think they can do whatever they want. Not so folks, we do have rules!**

**My term is up for election this year. I ask for your vote at the Annual Meeting in September. I went to Bentley College in Boston for accounting, and to Northeastern University in Boston for Health Management.**

**Thank You,**

**Sincerely,**

**Sylvia A. Dion**

**From:** Debbie Richardson <gram062151@aol.com>  
**To:** Ricky Wisler <RickyWisler@OPLC.NH.GOV>  
**Subject:** About our co\_op Help  
**Date:** Sun, Jul 5, 2020 6:15 pm

We have a member of our co-op named David Berube who has surpassed his tenure as a board of directors, according to our By-Laws - No Director may serve for more than 3 consecutive two - year terms. He's been on the board from 2010 to 2018, then a new board took over September 2018. He then slandered the board every month, told people a bunch of lies. Manipulated one of the female members to write up a petition with a bunch of slander, So at our annual meeting the entire board resigned under protest, because they had enough of the harassment. So at that meeting he got voted in treasurer and his female friend ended up as VP on Sept. 15, 2019. David is very domineering and wants everything done his way, no matter what rules he breaks, misusing funds, signed contracts while not on the board, signed checks when he had no authorization to sign them; etc, etc. He is not the President. As of right now he is just the operations director. Now the majority of the board members have pretty much have been on the board with him since the beginning. He controls all of them.

On June 20,2019 David came to our meeting and had shorts on sat in the front row, and his genitals were hanging out. The all women board got to see that!!! We had him come in for a meeting and all he said was" Was I wearing underwear"!!! He asked if that we be put in his file, we said not unless it happens again; and he plans to wear shorts again at a meeting he must sit in the back row. He came in the next month and sat in the second row, no one usually sits in the front row but him. We found out this wasn't the first time; it has been happening for years. We went filed a complaint with the police. I and another member went to Tiara Reardon of ROC- NH and gave her a letter of explanation, but said she couldn't help us.I also sent a letter to Paul Bradley-ROC-USA in Concord and he never replied back to me. ROC is hopeless. I hope you can help our Co-op. You've been highly referred to me by Legal Assistance and Karen Soucy of NH Manufactured Housing Assoc..I could go on and on.

My friend is emailing this for me because I don't have internet yet. If you could call me I would appreciate it.

Please help us!!!

Thank You,

Sincerely,  
Sylvia Dion # H2

603-293-0306

*Reviewed 1/26/20  
Sylvia R. Dion*

To the Members of LRMHV

I would like to say thank you to the ladies that stepped up and volunteered when I couldn't find anyone to stay in the positions available, at the time. I was lucky to find and have such dedicated help.

We regretfully resigned last night due to discourse within the park. We do dispute the petition of the allegations Ms Laplante and petitioners have made.

I want to thank the people that did support us. We enjoyed working with you. We all hope the park continues to move forward and we wish nothing but the best for our community.

The 2018-2019

Board of Directors

9/6/2019

Carolyn Baker  
Lakes Region Mobile Home Village Co-op  
303 Old Lake Shore Rd Lot B14  
Gilford, NH 03249  
January 31, 2022

To Whom It May Concern:

*Would like to describe some of the issues we are having at the co-op I have been here since June 2019 and in the time we have had 4 different boards. Only one of the boards had new officers. I understand in the last 10 years as a co-op the same people have been on the board. According to our rules there's a limit on the number of years you can run.*

*From what I've seen, one individual has had the run of the place and every board member agrees to everything he wants. Many times the board decides on its own to make decisions without consulting the members of the co-operative.*

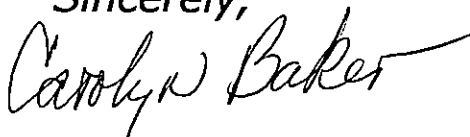
*We have rules that are not enforced, like unregistered cars sitting in driveways with expired tags, and parking on the grass. Board members do not follow the rules.*

*If you want to make a complaint about a rule that is being broken you must sign a form and bring it to the club house. Board members either drive by or walk by these infractions and do nothing to enforce the rules.*

*When there are suggestions to update the rules, it's almost always turned down by the board. They want to hold the power.*

*There have been lost checks and missing paperwork.*

*Thank you and we hope that you can help us in some way.*

Sincerely,  


**July 29, 2020**

**This is my assessment of this place. The majority of the people living here, have probably been here for 20-30 years. Back then they were called trailer parks, Owned and controlled by one person. Then came the time for the owner to want to sell it, and ROC was a new in thing at the time making promises to all the people that instead of having one owner the people will each have a share, so as not to be controlled by one person.i.e. They told them (people) that they would make the decision on increasing the rent, make decisions how the park would run,have their own members volunteer to keep prices down, make their own rules and bylaws. So you have to have a board to over see that the duties were done. That was 10 years ago and we still have pretty much the same people be on the board one in particular David Berube he has been President about 7-8 years, treasurer a couple of years and is ops manager. Over the years he has done some things that has been unethical and gotten a way with board or anyone else saying it isn't the way that should be. Just go ahead and do it the members find out after the fact and it's too late. The longer he is on the board the more brazen he has gotten using his title. He never gets any repercussions. I think a lot of people either like to be controlled. I have heard a lot of people complain about him and his board. They won't say it to their face. Then you hear some of them say if the rent doesn't go up and there's money in the bank I don't care what they do. Then we have the people buy just for their vacation place and don't want to be bothered. The rent is cheaper here.**

**The members committee doesn't want to emphasize that this is a co-op and in order to keep the rent low we need volunteers. Our Ops (David Berube) doesn't want to use volunteers he would rather hire someone and not get 3 bids which is in the bylaws. I could go on and on.**

**My conclusion is this place is still considered a trailer park,ROC has not stood by their promise all they care about is getting the next park in their pockets. because we are not being asked for our thoughts or ideas; we are being told after the decision has been made. The board is doing their way like or not.**

**ROC is no help to the members of this park.**

**We go through ROC reps like water, then they don't know what their doing. They learn a little bit and then they have moved on. We pay them monthly we are luck to see them once a year.**

**Respectfully,  
Debra Richardson**



Reviewed 1/26/22

July 25, 2020

This letter is written in good faith to attest to several of my dealings with David Berube.

When our Community needed a new sign David charged the Social Committee with exploring the options. We got several quotes and drawings. He told us the decision on which one to purchase had to be made by the Community members at an Annual Meeting. This never happened, David made the final decision and the sign was installed.

Our original Social Committee was very active. David, as President, never supported the committee financially. Our biggest event was our annual BBQ. The committee used personal money to fund our events. Due to lack of support by the Board, after several years we dissolved our committee. David asked us to turn in all the money in our "pity". We did not have much. It was decided to divide the money between all members. He has eluded ~~from~~ <sup>the fact</sup> that we were dishonest.

David asked me to do a walk



that were not following some of rules regarding the appearance of lots. The Subject came up at a monthly Board meeting and David asked me "who told you to do that?" I replied "You did!" He said he did not remember ever asking me to do it!! This is one of David's common practices!!

In 2012 a discussion at our annual meeting regarding the purchase of a unit to be used as an official community center was held. A straw vote was taken and appeared unanimously in favor. At our 2014 Annual Meeting our budget showed the purchase of Unit G5!! No further discussion with members never occurred!! David signed for a loan with ROC for \$50,000!! The cost of G5 was \$28,000!!

No matter what position David holds on our Board, it appears to me, he is in charge!!

Respectfully,  
Corlee Nichols  
Lot D-10

Reviewed 1/26/22

**July 28,2020**

**To whom it may Concern:I bought into this park because of the appearance. It was one of the nicest Co-op in this area. The five years I have been here, the park hand seemed to go down hill the only thing that kept getting done was the infrastructure. i. e. trimming trees, paving certain parts of the roads. But there is so much more than just that; lots not being kept up by home owners, lots not be mowed, debris in yards, people parking on lawns ruining the grass, mailbox area not be shoveled. Finding out our community had drugs being sold.**

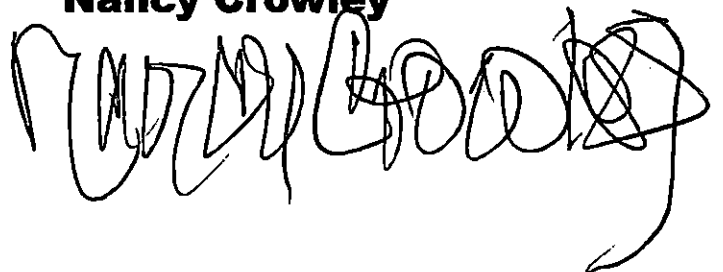
**I have sense found out this has been going on for 8 years under Mr Berube's watch. These are reasons why I decided to run for an office on the board.**

**From the moment I became a member of the board without Mr Berube being on it he continually tried to sabotage our meetings. Any hostility during our meetings were to undermined by Mr Berube.**

**My opinion of Mr Berube went totally unfavorable when he exposed himself to our board and we had to bring him in and discuss this matter. A report was made to the Gilford Police Dept. We have since found out from a past board member and is now a current board member that this has been going on for years.**

**I won't repeat what the other "good faith" letters reveal because we are all in agreement to those allegations.**

**Respectfully,  
Nancy Crowley**

A large, stylized handwritten signature in black ink, appearing to read 'Nancy Crowley'.

REVIEWED 1-26-22

L.R.M.H.V. COOPERATIVE INC.  
303 OLD LAKE SHORE ROAD  
GILFORD, NH 03249  
OFFICE G-5

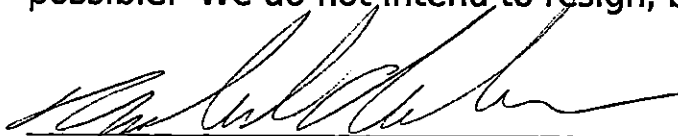
January 20, 2021

Rachel Laplante  
Lot C-9


The Board of Directors met to discuss a problem in the park. The problem is you. We have lost the knowledge of people who have been working on the Membership Committee because of your micro managing. You have been wasting the park money by going to our lawyer every time you have a question. He does not talk or email or text without being paid for it, as you know. There have also been resignation grumbles because of your micro managing and trying to change how things are being done, and not for the better.

The president needs to let the other officers do their jobs without interference or micro-management. Yes, the president needs to know what is going on, but does not need to be involved in every aspect of the park business. This is why we have a 5-person board. We have responsibilities and we can do our jobs without help unless we ask for it. At the BoD meetings we discuss what is going on in our area of responsibility. And we get approval for things that need the BoD approval.

When you first were appointed to President, you said you wanted to change your approach working with the BoD and not having everything your way. It worked for a while, but now you are dictating and micro managing again. This will not work for any of us. We are asking that you step down as President. Your resignation will allow us to appoint a replacement. We don't need anymore drama on the Board and we would like to do this as soon and as easy as possible. We do not intend to resign, but we also do not intend to work with you.

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Operations Manager

1-27-22

Hello

(1)

My name is Olivia Seaky  
My Husband - David and I  
Moved into This Park  
The summer of 1990.

IT was A BEAUTIFUL  
Park - well kept By every  
one living here. one of  
The reasons I wanted to  
Live here.

Well - The owner was  
selling and some people  
in this park - decided we  
should go co-op and buy  
This park.

We where upset - we  
did not want to be in a  
co-op - But was voted in  
at meeting - we voted - NO  
As did 2 others -

So we became a  
co-op.

People were moving out

(2)

(All good people) -

So now our park has  
gone down so bad -  
with BAD Board members  
(the same ones all the time)

No meetings - we put  
in letters - nothing done -  
NOT even a return letter.

People's yards look  
awful - parking on  
grass - junk cars -  
no one cares about the  
rules and the board

does NOT care AT ALL.

What will happen to  
this park?

We need a management  
company to take over  
and MAKE our park  
beautiful and working  
right again.

Thank you

DAVIS & Olivia Geary  
A-5

THE DOCUMENT REFERENCES

HOW A NEW BOARD

WAS SLANDERED BY BOARD

MEMBERS WHO HAD SERVED

ON ALL PREVIOUS BOARDS.

- 5.5 The Bylaws and the Community Rules may be amended by a majority vote of the Members present at any regular or special meeting at which a quorum is present, provided that notice of the proposed amendment shall be given in writing to all Members not less than ten (10) days prior to such meetings. After the ten (10) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.
- 5.6 Any decisions that may commit expenditures of three thousand dollars (\$3,000) or more of Cooperative resources per Fiscal year, that does not appear in the approved annual budget, shall be made by the Membership at an Annual, special, or regular meeting of the Members. Capital improvement and Replacement Reserve expenditures that exceed three thousand dollars (\$3,000) per fiscal year require the approval of the Membership except in cases of emergency repairs. The Board shall notify the Membership of such an emergency action at the next regular or special meeting of the Membership.

**FISCAL YEAR**

- 6.1 The fiscal year of the Cooperative shall be the twelve (12) month period ending the last day of September of each year. The Cooperative shall cause its books to be examined within a reasonable time after the end of each fiscal year in accordance with the audit/review requirements of RSA 301-A:30.

**ANNUAL AND SPECIAL MEETINGS**

- 7.1 The Annual Meeting of the Members shall be held in the month of September each year in Gilford, N.H. or a place designated by the Board of Directors within 20 miles of the Community. An Annual Meeting of Members is to be held at least once a year. RSA 301-A:21.
- 7.2 Notice of the time and place of the Annual Meeting and the agenda items or subject matter to come before it, shall be given in writing to each Member at his/her address, and posted and maintained at a common area not less than ten (10) days prior to the date of the meeting. RSA 301-A:23. The Annual Report to the Secretary of State, the report of the examination of the prior year's finances, and the proposed annual budget of the Cooperative shall be made available to each Member no later than ten (10) days before the Annual Meeting for approval by the Membership at the Annual Meeting.
- 7.3 Special meetings of the Membership may be called by the Board of Directors or by petition of at least one tenth (1/10) of the Members. Such Member petition may be delivered to any Board Member. The Board shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such demand. The Secretary of the cooperative shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area, not less than 10 days in advance of the meeting date. Source: RSA 301-A:22.
- 7.4 In case of any question not covered in these Bylaws, RSA 301-A or adopted Board policies, the guidelines in "Parliamentary Procedure for Resident Owned

24<sup>th</sup> BJR

LRMHV Special Board Meeting Request

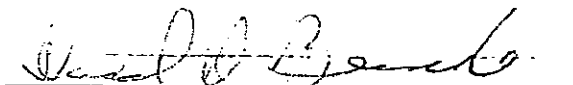
On this 25<sup>th</sup> day of August the year 2019, the following members request a special meeting and file this PETITION TO RECALL AND REPLACE CURRENT LRMHV BOARD MEMBERS AND WITH IMMEDIATE SPECIAL ELECTION FOR NEW BOARD MEMBERS.

Current Board Members: President Deborah Richardson, Vice President Nancy Crowley, Secretary Roxann Laycock, Treasurer Sylvia Dion, Operations Manager Brenda Leary

Reasons for removal:

- Creating a hostile environment during meetings.
- Not keeping the members informed.
- Board members are not informed of the infrastructure and refuse to learn from past board members
- Not performing duties as outlined in role types
- Mis use of Co-op funds
- Incompetency

I Rachel J. Laplante attest that each person is personally known by and signed in the presence of the me. BJR



DAVID D. VEROBE  
John Shang

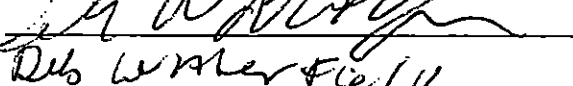


Richard Kennedy

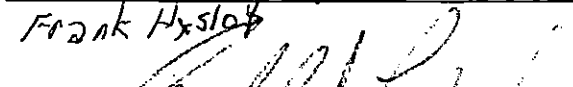




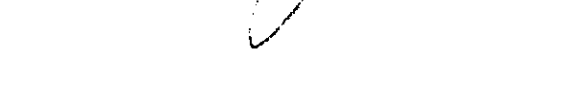
Richard Ballou



Deb Wetherfield

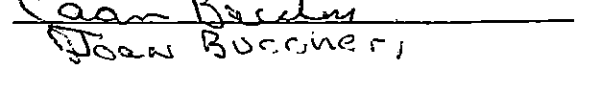


Frank Hyslop

Petitioner: 



CATHY McCURDY



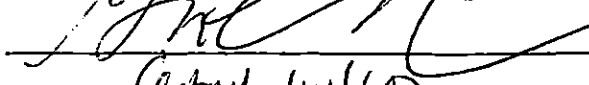
Joan Buccieri



Amanda Morris



Eric Moxey



Cecily Wilson

Rachel J. Laplante



Victoria Lachance  
Victoria Lachance

David G. GEAR  
DAVID GEAR

Richard G. Furbish Sr  
RICHARD G. FURBISH SR

Donald Furbish Sr  
DONALD FURBISH SR

Deborah L. Souza  
Deborah L. Souza

Vivian Amour  
VIVIAN AMOUR

Johan Andersen

Johan Andersen  
Just Zurch

Anthony Niele

Anthony Niele

Richard D. Ackerman

RICHARD D. ACKERMAN

Mary Anne Fawkes

Mary Anne Fawkes

Nancy C Price  
Nancy C Price

Ray Bowick  
RAY BOWICK

Richard A. Pare  
RICHARD A. PARE

June Chamberlain  
JUNE CHAMBERLAIN

\_\_\_\_\_

\_\_\_\_\_

To the Members of LRMHV

I would like to say thank you to the ladies that stepped up and volunteered when I couldn't find anyone to stay in the positions available, at the time. I was lucky to find and have such dedicated help.

We regretfully resigned last night due to discourse within the park. We do dispute the petition of the allegations Ms Laplante and petitioners have made.

I want to thank the people that did support us. We enjoyed working with you. We all hope the park continues to move forward and we wish nothing but the best for our community.

The 2018-2019

Board of Directors


9/6/2019

**L.R.M.H.V. COOPERATIVE, INC.**  
**303 OLD LAKE SHORE ROAD, OFFICE G5**  
**GILFORD, NH 03249**

**SEPTEMBER 6, 2019**

**I, NANCY CROWLEY, VICE PRESIDENT OF THE  
BOARD OF DIRECTORS, DO HERE BY RESIGN MY  
POSITION AS OF SEPTEMBER 6, 2019.**

**RESPECTFULLY,**

  
**NANCY CROWLEY** 9/6/19 11:58 AM

August 28, 2019

To the Park Members,

We received the petition that many of our members have signed to disband the entire current Board of Directors by September 6, 2019. Although we are not sure of the legality of this move, we will step down (under protest) if the park does not want us to serve. But because the petition is showing us in such a bad light, we would like to clarify a few of the points on the petition.

**Creating a hostile environment during meetings.** It is said that when we have monthly membership meetings, they are argumentative and unproductive. When the members who do show up come in with a chip on their shoulder or nothing but gripes and complaints to talk about it ends up in a heated discussion. And no one wants to listen to what the board has to say. So, it sometimes ends up in an argument. At one meeting there was a problem. A former board member caused a great deal of trauma for one of the current board members. It was addressed at a private meeting. He was asked to sit in the back if he came to another meeting. He came to the next meeting and again sat near the front of the hall causing more trauma for this member. The trauma caused an outburst that no one expected and the members got mad although they had no idea what the problem was.

**Not keeping the members informed.** We have tried to keep the members informed by placing notices at the mailboxes and using Call Multiplier to connect with everyone at the same time. If the members wanted to know about something we did not say, someone should have let a member of the board know and we would have addressed it.

**Board members are not informed of the infrastructure and refuse to learn from past board members.** We probably could have learned a number of things from the previous board. But when we tried to access the computer and needed some professional help, we found out that there were almost 150 files trashed. None of the previous members offered to help us get started and we did not ask. A former board member showed up at a current board members home on more than one occasion and offered to tell us how to run the park, but he was drunk and started to berate the current members of the board present at the time. So why would we ask for help from them?

As for infrastructure, we have gotten quotes to take down dead and dying trees. We have gotten quotes to have the driveways enlarged and repaired where needed. We were getting information together to get a grant to have the water system upgraded. The last board had a plan drawn up in 2017 at a cost of \$30,000 and never did anything with it. We were going to get together with the plowing company to be sure that the streets were plowed wide enough for the cars to pass comfortably and possibly remove the plowed snow if it gets to be too much.

**Not performing duties as outlined in role types.** As to this point, the only things we have heard were about the Operations Manager; not mowing lawns, shoveling snow, etc. Other Ops Mgrs. didn't do a lot of this physical work when they were in office. As long as it gets done who cares who does it. We help each other, so roles may get overlapped at times.

**Mis use of Co-op funds.** Any funds we have spent were for improvement or savings for the park. We purchased 2 tents for the meetings so that we wouldn't have to spend \$700 a year to rent one. We have heard a lot of negative comments about the tents so we rented one from Taylor so that the next board could return the purchased tents if they wished. It is still in the original packaging. The last Ops Mgr. had someone take the office shed down. This meant that we had to spend money to get the materials for a volunteer to put a new shed back up.

We looked into getting a management company to help out in the park. A letter put out by Rachel Laplante noted all the negative aspects that could come from having a management company. But as we read her letter none of it was true. She said they would have offices here and take up space we didn't have. They have their own offices and would not be located here. A rumor was going around that the rent would go up about \$100. This is also not true. The rent may have gone up \$15 or \$20 and in the future may have gone down. It was said that the management company would take over the park and we would no longer be able to make our own decisions. Actually, if they saw something that could be changed to save us some money or something we should do differently, they would come to the board of directors and give us information or suggestions that the board could accept or not. They would not run our park. They have a bookkeeper who would handle our financial reports. They would get them to the tax office on time so we can stop paying the late fees every year with June Barber. With June we get generalized and vague financial reports that are consistently late getting to where they need to be.

**Incompetency.** When we came on this board none of us professed to be professionals. We are learning the job as we go as did every other board. They are volunteer positions and are filled by everyday people living in our park. We have done everything we could to improve this park for everyone. But with no help, no patience, and no respect we didn't have much of a chance. So we wish you luck with your next board of directors.

August 28, 2019

To The Park Members

We have received the petition that many or most of you have signed to disband the current board by September 6, 2019. Although we aren't sure of the legality of this move, we will step down if the park does not want us to serve.

Although we will step down so you can elect or appoint another board, we would like to clarify a few rumors that seem to be going thru the park grapevine.

There is a rumor that if we get a management company the lot rent will go up \$100 or more. Not so. We have determined that the rent would go up \$10 to \$20 a month. And after the management company gets settled the rent may have actually gone down. Rachel is saying the management company would have offices here and we would have to pay them and they would take over the park. No again. The management company has their own offices and they would make suggestions to the board of directors here at the park. The board will have the final say about what does and does not happen. They also have a bookkeeper that will handle the financial reports. We would get itemized reports as to what we are spending. The management company will get the reports to the tax office on time so we can stop paying late fees every year. Right now we have June Barber who sends generalized and vague financial reports and from what I understand is consistently late sending the reports to the tax office costing us more money.

There is a rumor that we are spending the park money willy nilly. Not so. We spent money on 2 tents for the park to use at the annual meeting. This would save the park \$700 a year that the last board spent to rent one. We have been able to greatly reduce the amount of the late rents. And our budget had a small profit we could use in the park. The last board, from the reports we had to work with, overspent their budget by \$22,000. We have actually not spent any money that did not have to do with improving the park.

There is a rumor that we know nothing and have done nothing about infrastructure in the park. We haven't been together very long as a board, but we have been getting prices to have driveways redone. We were going to apply for a grant to have the water system replaced. The last board had the park inspected and plans drawn up to have a new water system in 2017, and they never did anything with it. This was at a cost of \$30,000. We were having some of the dead or dying trees removed for park safety. We were getting together with the company plowing the park this winter to be sure that the streets were wide enough to get the cars thru.

There is a rumor that this board has been unable to get anything accomplished. There is a reason for this. When the last board left, instead of taking a couple of weeks to get our board up to date, they left no information and deleted 134 files from the computer that a computer professional was able to find for us. There was no organization to the filing system so we could find stuff. There were no documents or receipts to detail what was spent and what it was for. In other words, we spent months just trying to catch up on what was and was not done by the last board. So with no respect, no patience, and no help it seemed to the membership that this board was doing nothing. But that is just not true. The last board and friends have been fighting us and spreading rumors ever since we became a board.

It is said that when we have the monthly meetings they are argumentative and unproductive. Well, when the members who do show up come in with a chip on their shoulder or nothing but gripes to talk about, it ends up in a heated discussion. Especially when no one wants to listen to what the board has to say.

Good Luck with your next board of directors.

Signed  
after he was  
off the board,  
Sept. 15, 2018

Exhibit E

**Pinard Waste Systems, Inc.,**  
P.O. BOX 5048 Manchester, NH 03108

**Customer Service Agreement**

Effective Date: 10-1-2018

ACCOUNT NAME: LRMHV COOP  
SERVICE LOCATION: 303 Lakeshore Road Gilford, NH 03249  
INVOICE ADDRESS: LRMHV COOP  
303 Lakeshore Road Gilford, NH 03249

PHONE: (603) 387-0390  
CONTACT: Dave Berube

**DESCRIPTION OF SERVICE AND SCHEDULE OF RATES**

Description of Equipment	Monthly Rental Charge	Description of Service	Monthly Service Charges
(100) Automated Carts - Trash	No Charge	Weekly Collection	\$1030.00

**SPECIAL PROVISIONS:** None

**SERVICE CHANGES:**

Service changes in schedules and equipment must be mutually agreed upon and may result in billing adjustments. These changes as agreed upon shall be deemed an amendment to this Agreement. Consent to oral changes shall be ratified by the actions of the parties.

**TERMS & CONDITIONS:**

This Agreement shall be between Pinard Waste Systems, Inc and the customer's agent, successors and assigns. This agreement shall remain in effect for five (5) years from commencement of service. After the initial five(5) year term this agreement will automatically renew for three (3) year terms until such time as terminated by either party by submitting written notice via certified mail, at least thirty (30) days prior to the end of any term.

**PRICE INCREASES:** The customer agrees to an annual price increase of 2.0% of the average monthly invoice starting on the anniversary of this agreement and continuing each anniversary until the expiration of this agreement.

**TIPPING / PROCESSING FEES:**

Tipping fees for the disposal of solid waste and processing fees for the processing of recyclable materials are not within the control of the Contractor and are subject to changes at any time throughout the term of this Agreement.

**PAYMENT TERMS:**

30 Days Net

**HAZARDOUS WASTE/SPECIAL HANDLING OF MATERIALS:**

The customer agrees not to dispose of any types of materials deemed hazardous or requiring special handling of any type. Special handling may be required for materials which are bulky, heavy, overloaded or require special handling as deemed by a disposal facility, transfer station, processing facility or any governmental agency. The Customer shall be subject to surcharges in proportion to the increase costs related to the transportation and/or disposal of these materials.

**EQUIPMENT:**

Contractor shall be indemnified and held harmless relative to any and all damages, claims, causes of action, costs, expenses or other liabilities caused by or associated with any of the Contractor's equipment (including dumpsters) located on Customer's property unless caused by the gross negligence of Contractor's employees. Any Damages to the Contractor's equipment, other than normal wear and tear shall be borne by the Customer.

**BREACH OF CONTRACT:**

In the event the Customer terminates this Agreement prior to the expiration of any term or fails to comply with the payment terms contained herein the Customer shall be deemed to have breached this Agreement.

**LIQUIDATED DAMAGES:**

In the event Customer terminates this Agreement prior to the expiration of its term, Customer agrees to pay Pinard Waste as liquidated damages an amount equal to the sum of Customer's monthly billings for the most recent six (6) months, or, if Customer has not been serviced for six (6) months, Customer's average monthly billings for the months serviced or if none, the billing projected by Pinard Waste for the first month, multiplied by six (6). Customer acknowledges that the foregoing liquidated damages are reasonable in light of the anticipated loss to Pinard Waste caused by the termination and are not imposed as a penalty.

**PREVAILING PARTY:**

In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorney's fees, and all other related expenses incurred in such litigation. In the event of a no-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process. PINARD WASTE SYSTEMS agrees to perform service in a dependable, efficient manner however shall not be deemed to have breached this Agreement under extreme conditions such as: storms, strikes, riots, etc

**ACCEPTED & APPROVED:**

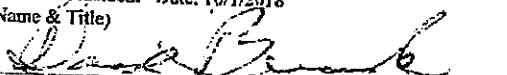
Pinard Waste Systems, Inc

LRMHV COOP

By: Anthony Belanger - Director of Major Accounts Date: 10/1/2018  
(Print Name & Title)

By: Dave Berube - President Date: 10/1/2018  
(Print Name & Title)

Signature: 

Signature: 

01/28/22

## Referring To ROC

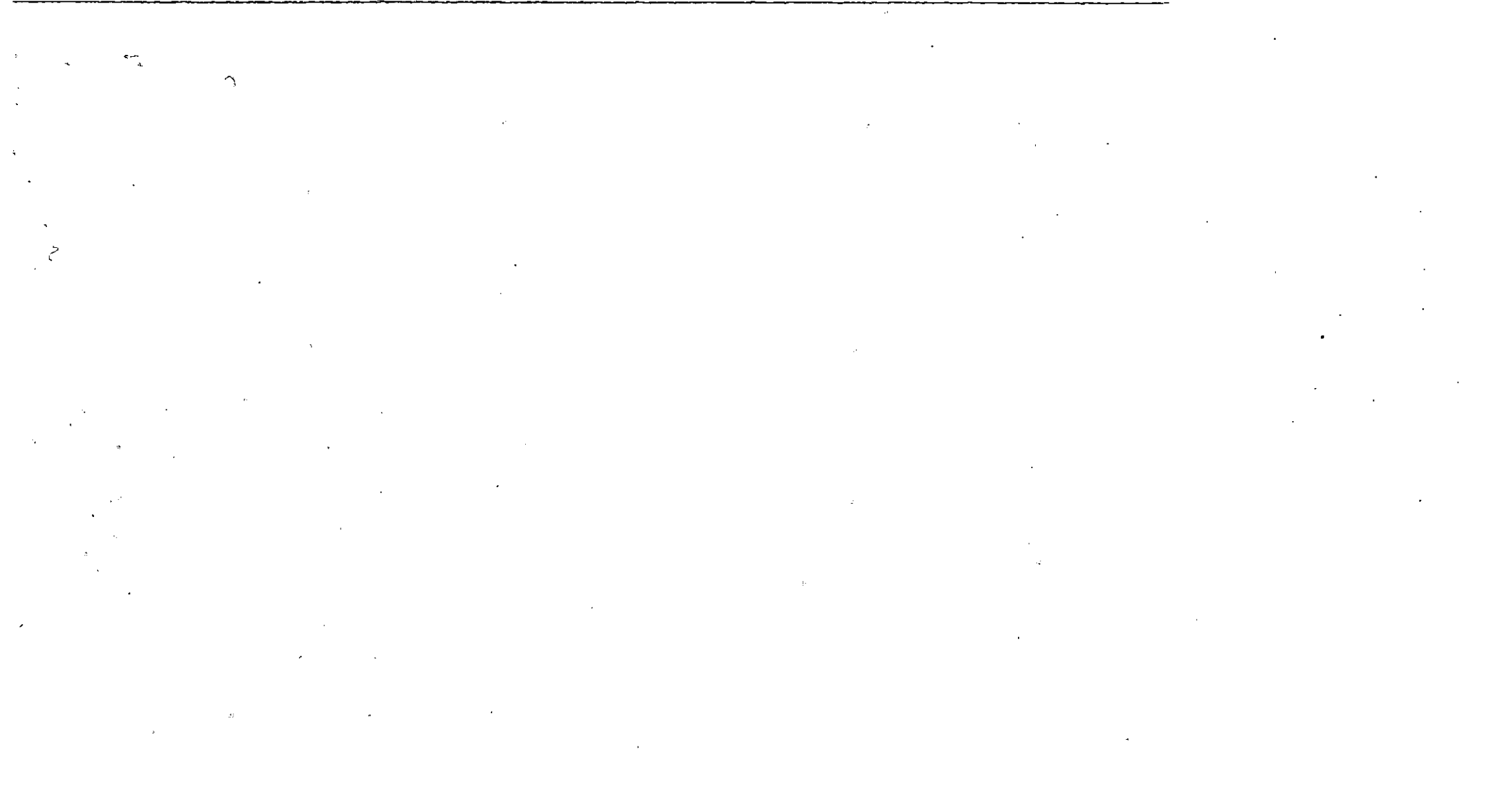
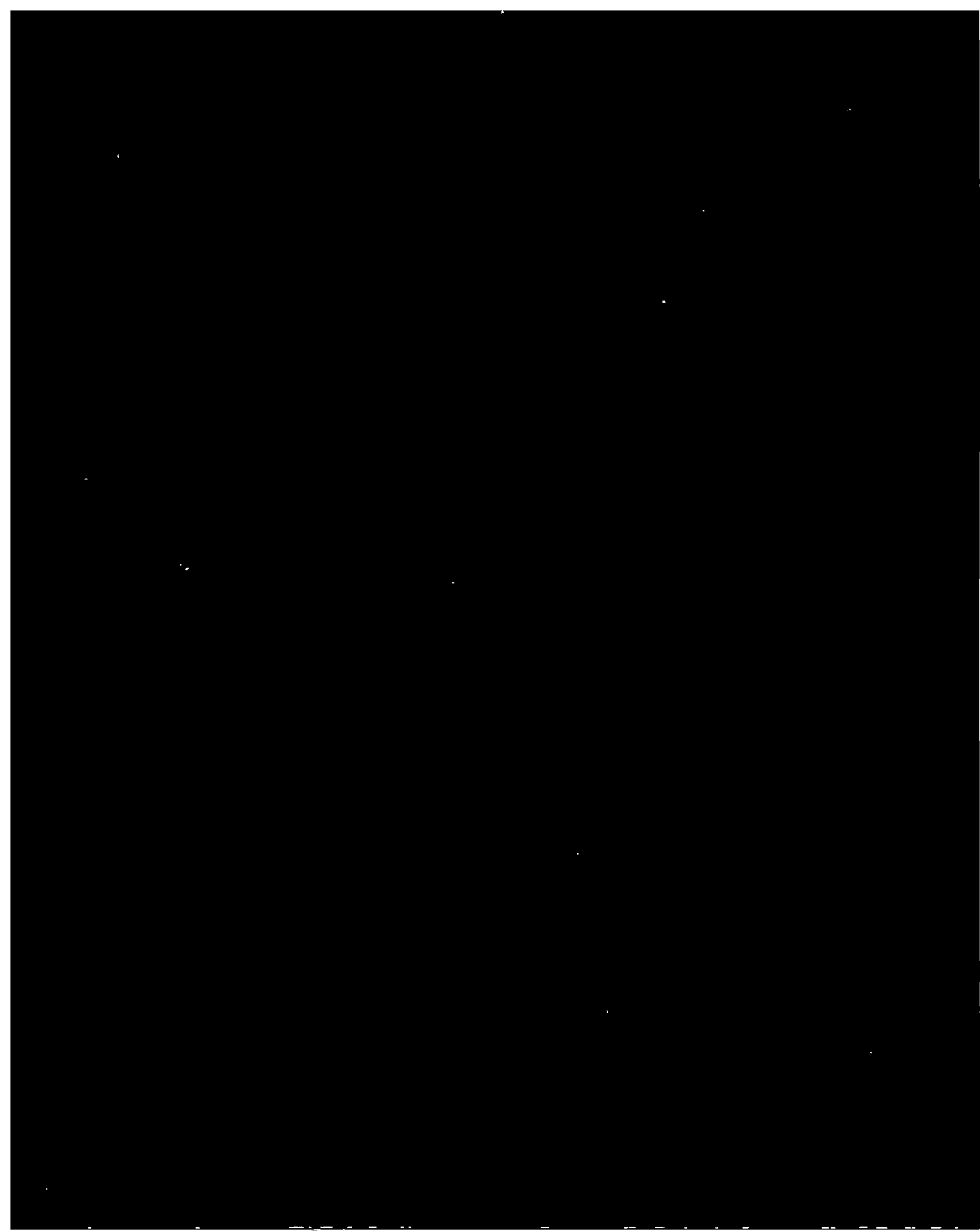
There aren't many alternatives when a park owner decides to sell the property, but to become a co-op. ROC comes to the park and with a representative of the park initiates discussion. A vote is taken, a Board is formed and business proceeds.

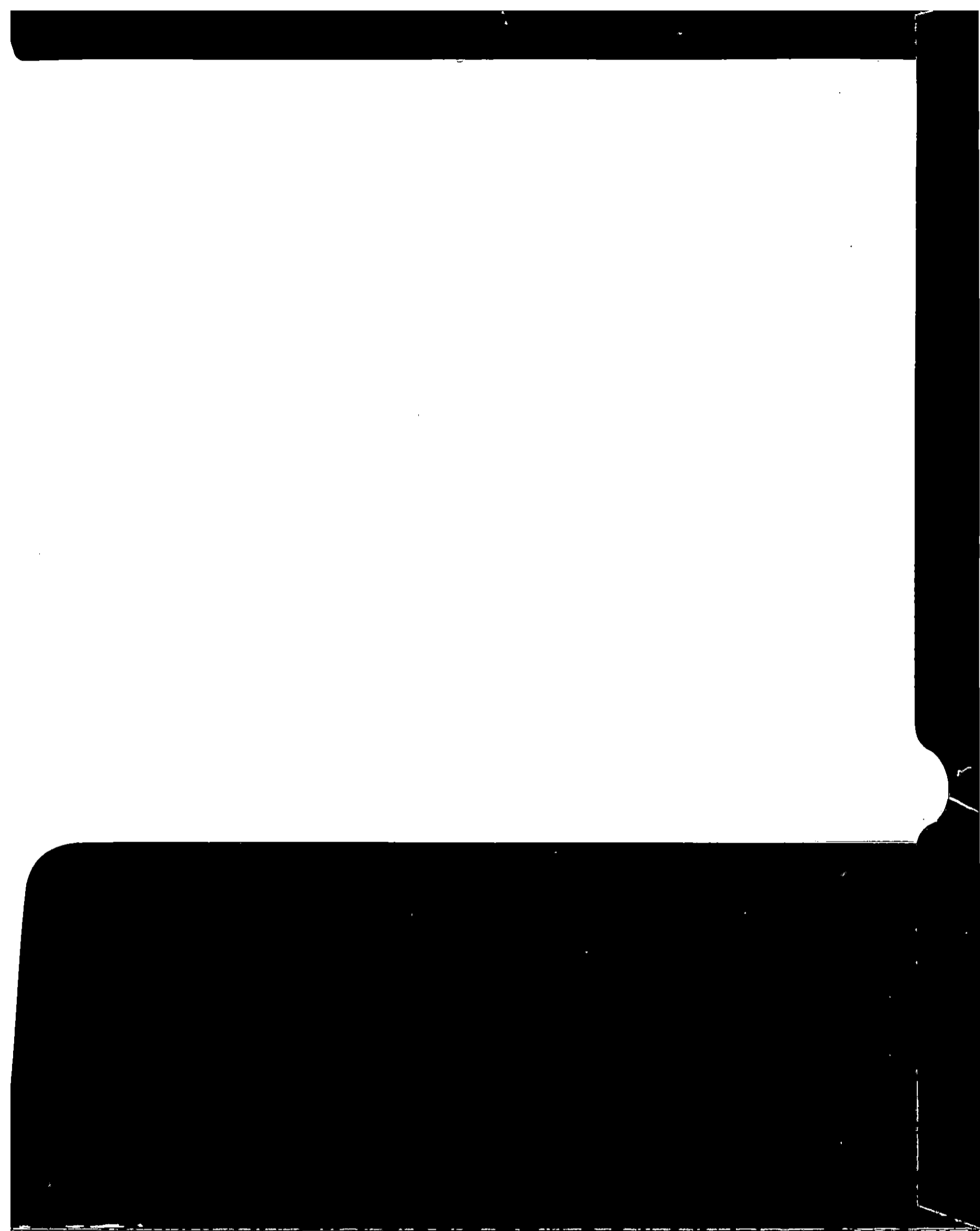
It is our opinion that ROC only communicates with the Board, even though the Board is accountable to the members!!! Members need a forum of their own to ask questions and get help.

ROC receives \$2400.00 per year for technical assistance. We have had many TA's over the years. How can a co-op establish a rapport with their TA if they have changes all the time.

Two previous Board members went to Tara Reardon to get help with a slanderous petition to remove a Board from office.( Material included in packet D) Tara gave no advice or help.







# Bear View Crossing Cooperative

owner/member since 12/2018

LOUISE RIDEOUT

34 ROLAND DRIVE (DATE OF PURCHASE 10/28/2018)

Allenstown, NH 03275

ph: 603-661-4376

email: Lbinfinity@qol.com

Bear View Crossing Cooperative

2 PARKWOOD

ALLENSTOWN, NH 03275

300 home mobile home park

DATE OF PURCHASE 7/12/2019

\$18,000,000

ROC overseen by CHLF/ROC (CONCORD, NH)

LENDERS:

PROVIDENT BANK: \$13,500,000 4.85%

CHLF: 2 loans various interest rates

LOT FEE: \$564 per month plus water and sewer usage

TOWN:

TAX ASSESSMENT: \$31.50 per thousand plus  
\$10,000 per home "extra" due to  
our desirable location.

# How we tried to get help

9

## 1. STATE HOUSE-

WE WERE TOLD OUR COOP WAS NOT IN GOOD STANDING.

MANY CALLS MADE / NO ANSWERS

## 2. ATTORNEY GENERAL

no help

3. Chris Clasby (CHLF) at our annual meeting 11/2021 told us that our first audit for our fiscal year 2019-2020 had over \$150,000 in questionable and some unexplained, undocumented expenditures. Our auditors are Drown Associates. He then said that it could be closer to \$30,000 as being a new coop our bookkeeping may have been inaccurate!!! Unacceptable!!!

We had contractors paid by Carl Caporale (our treasurer) and Joia Hughes (Compass of the BOB

Management) - former CHLF employee.

Our first management company which CHLF requires us to have was a former employee of CHLF and was "STRONGLY" recommended by our CHLF technical support Michelle Supry to hire.

(POSSIBLE CONFLICT OF INTEREST)

4. DA. NO ANSWERS OR DIRECTIONS FOR HELP

Many members believe there has been mismanagement of coop funds, possible embezzlement and negligence of the BOD.

5. Private attorneys

It seems no one wants to go up against CACF.

6. IRS. possible tax evasion from co-op and contractors

Internal problems at ROC  
our RSAs are not enforceable.

"Kick backs" from contractors to BOD  
and some members.

Jason Jardiff, former Town of Allenstown  
official, owner of Sun Ray Builders  
would not provide invoices to auditors  
for work they were paid for.  
Carl Caporale (former president and treasurer  
of the BOD) is business partner with Jason.

At our annual meeting Steve Duprey,  
owner of our current management  
company we use said that in 40 years  
in business he never saw anything like  
this.

CHLF - technical support

We pay CHLF approx \$8,000 a year  
for their technical support.

\* They put us in default 10/2021.

SOME OF THE  
ILLEGAL AND UNAUTHORIZED ACTIVITY  
(NO MEMBER VOTE)

SALE BY COOP OF UNINSPECTED HOMES WITH <sup>SAFETY</sup> PROBLEMS  
AUCTION OF 5 MARJLY DRIVE - AGAINST OUR  
RULES + BYLAWS  
CATTY SHEPHERD - involved

\* 35,000 purchase of bobcat in 2019  
that Michelle Supry advised BOB.

\* 5,000 used to hire second attorney  
by 2 BOB members without member vote.

IN QUESTION:

LARGE AMOUNT OF CHECK BY  
MICHELLE SUPRY (CHLF) OF COOP  
FUNDS. (NOT SURE OF DETAILS)



**BEAR VIEW CROSSING COOPERATIVE, INC.**

C/O Foxfire Property Management, Inc.

PO Box 1438, Concord, NH 03302

603-228-2151

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**NOTICE OF ANNUAL MEETING**

To: All Homeowners of Bear View Crossing Cooperative, Inc.  
From: Board of Directors  
Date of Notice: November 4, 2021

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The Annual Meeting of the Bear View Crossing Cooperative, Inc.  
will be held on Sunday, November 14th starting at  
1 p.m. at the  
Bear View Crossing Cooperative, Inc. Maintenance Office

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Enclosed is a copy the 2021 Annual Meeting Agenda, the Proposed 2021-2022 Annual Budget and a Notice of Default Issued to the Co-op by the Community Loan Fund. Please remember to bring the contents of this package with you to the Annual Meeting, as there will be no additional copies available at the meeting.

All five officer positions are up for election. The positions of President, Secretary and Operations Manager are for two-year terms. The positions of Vice President and Treasurer are for one-year terms. If you are interested in running for either, please email Carolina Mamos at [cmamos@foxfirenh.com](mailto:cmamos@foxfirenh.com) no later than 9 a.m. on Friday, November 12th and we will place your name on the ballots that will be handed out at the meeting. Please note, the Board of Directors may only act in an advisory role during the default.

.....

**Please be advised that to be eligible to vote & speak at the Annual Meeting you must be current on your rent and monthly payment of \$5 toward your membership fee. Current status requires an account balance of zero with the exception of the membership fee or a signed payment agreement with Management no later than 9 a.m. on Friday, November 12th.**

If you are contributing to your member fee as little as \$5/month but have paid your lot rent in full, you are considered current.

If you are unsure of your status, please contact Carolina Mamos at 603-228-2151, ext. 307 no later than Friday, November 12th at 9 a.m.

# BEAR VIEW CROSSING COOPERATIVE, INC.

C/O Foxfire Property Management, Inc.

PO Box 1438, Concord, NH 03302

603-228-2151

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## 2021 ANNUAL MEETING AGENDA

1. Roll Call (1:00 p.m.) – Attendance will be taken at the door and you must be in good standing to vote.
2. Establishment of Quorum
3. Community Loan Fund Notice of Default – Chris Glasby, ROC-NH
4. Nominations for Board of Directors
  - a. For 2021, there will be five (5) open seats on the Board of Directors and they include the positions of President, Secretary, and Operations Manager for a two-year term and the positions of Vice President and Treasurer are for a one-year term. Please submit your intent to run in writing to Carolina Mamos at [cmamos@foxfirenh.com](mailto:cmamos@foxfirenh.com) no later than Friday, November 12th at 9 a.m. to be placed on the ballot.
5. Elections for Board of Directors
6. Vote on 2021-2022 Budget
7. Vote on 2021-2022 Year End Surplus
8. Open Session
9. Adjournment (3:00 p.m.)

Bear View Crossing Cooperative, Inc. - Allenstown, NH	Acquisition Finance	5-Apr-19
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**Acquisition Budget:**

Purchase Price Total / Per Site	\$ 18,000,000
Transfer Tax (\$7.50/\$1,000)	135,000
Defeasance Yield Maint. Premium	997,409
Defeasance Fees	61,000
Due Diligence Compensation to Seller	25,000
New / Used Inventory Homes purchased from Seller (P&S 28.B)	-
Vacant Lot Setup Costs to Seller (P&S 9.M)	-
Occupied Lot Setup Costs to Seller (P&S 9.N)	525,000
Bank Fee - Origination	30,200
Bank Fee - Appraisal Review	350
Bank Fee - Tax Monitoring	250
Bank Legal Fees	10,000
Community Loan Fund - Legal Fees	3,000
Community Loan Fund - Technical Assistance Fee (1.5%)	270,000
Cooperative - Legal Fees	7,000
Title Insurance	52,125
Recording & Misc. Fees	550
Appraisal	4,500
ESA #1	5,000
Property Conditions Assessment	15,000
Accrued Interest on Deposit Loan	8,500
Accrued Interest on Predevelopment Loan	1,250
Accrued Interest on Acquisition Loan (Closing date to due date of the 15th)	11,316
Rents Pro-rated	-
Water / Sewer Proration	-
Property Tax Proration (3 mo to Seller-close Jun 30 2019)	77,463
Insurance Premium - First Year	12,275
Working Capital	169,411
Property Tax Escrow ( 4 months)	103,283
Priority Repairs	75,000
Capital Improvement Reserve	150,000
<b>Total Financing Needed:</b>	<b>\$ 20,749,882</b>

**Financing Package:**

Bank - 1st mortgage (4.85% - 10/30) 80% LTV	\$ 12,080,000	Per Month	\$ 64,239
Community Loan Fund - 2nd mortgage (5.25% - interest only 10 yrs)	5,244,882		22,946
Community Loan Fund - 3rd mortgage (0.00% - 10/40)	2,950,000		6,146
CDBG net of Admin Fee	475,000		-
Cooperative Equity	-		-
<b>Total:</b>	<b>\$ 20,749,882</b>		<b>\$ 93,332</b>

**Annual Debt Service:**

**\$ 1,119,978**

**Annual Operating Expenses:**

RE Taxes (2018 plus 4%)	\$ 309,850
Electricity	48,858
Financial Statement / Tax Prep.	7,000
Insurance (CGL / Bond / D&O / Property)	12,275
Legal	5,500
Maintenance Supplies & Expenses	127,075
Office Supplies & Postage	2,550
Telephone & Internet	7,200
Snow Removal	23,950
Trash Collection	67,000
Water & Wastewater (municipal - submetered)	185,000
Heating Fuel	4,250
Management	130,123
Salary & Benefits - Office	26,010
Community Loan Fund - Services Contract Fee	7,176
Federal & State Taxes	8,100
Capital Improvement Reserve	25,000
<b>Total Annual Operating Expenses:</b>	<b>\$ 997,817</b>

**Revenue:**

Lot Rent / Rent Increase	\$ 588	\$ 29
Number Of Lots	299	
Gross Monthly Income	\$ 175,812	
Less: Vacancy	3% (5,880)	10 units
Less: Rent Loss	3% (5,098)	
Water & Wastewater Billing	10,500	
Duplex Rent	1,725	
Less: Vacancy / Rent Loss	10% (173)	
Subscription Agreements	2,890	
Late Fees	950	

**Gross Effective Monthly Income:**

**\$ 180,727**

**Gross Effective Annual Income:**

**\$ 2,168,718**

**Annual Cash Flow Analysis:**

Gross Effective Annual Income	\$ 2,168,718
Less: Operating Expenses	997,817
Equals: Net Operating Income (NOI)	\$ 1,170,902
Less: Debt Service	1,119,978

**Surplus & Debt Service Coverage Ratio:**

**\$ 50,924 1.05x**

TOWN OF ALLENSTOWN  
Select Board Meeting  
16 School Street  
Allenstown, New Hampshire 03275  
January 3, 2019

**Call to Order**

The Allenstown Select Board Meeting of January 3, 2019 was called to order by Chairman Ryan Carter at 6:00 pm. Chair Carter called for the Pledge of Allegiance.

**Roll Call**

Present on the Board: Sandy McKenney, Ryan Carter

Allenstown staff: Derik Goodine, Town Administrator; Debbie Bender, Finance Director

Others present: Michael Frascinella, Carol Caporale, ASC; Jack McEnany, Merrimack County; Tara Reardon, NH Community Loan Fund; Bob Crovont

**Citizens' Comments**

None.

**Regular Agenda**

▪ **Encumbrances**

Mr. Goodine presented one additional encumbrance. The MS4 Administration Contract full amount was \$18,750. The balance of \$3,812.50 was presented for encumbrance. The other encumbrances already approved are for the contract with Mr. George Sancoucy for expert testimony in the PSNH case and the Highway Department paving projects.

Ms. McKenney made a motion to encumber \$3,812.50 from the MS4 Administration Contract. Chair Carter seconded the motion. A roll call vote was taken: Ms. McKenney, aye; Chair Carter, aye.

Chair Carter asked if Ms. Pelissier had an estimate on the windows.

Mr. Goodine responded that he has not heard anything on that.

▪ **Mobile Home Park Coop Plan**

Ms. Tara Reardon, NH Community Loan Fund, said that she is before the Board to offer information about the Rock NH program, which lends funds so that manufactured home park residents can own the park land cooperatively, with Rock NH lending technical assistance throughout the process. They were established in 1984 and have assisted with 127 of these projects. They are working on seven more at this point, four of which are the Heinz parks in New Hampshire, including those in Epsom, Keene, Conway and Holiday Acres in Allenstown. Manufactured park land is purchased cooperatively and run as a non-profit organization. The non-profit corporation owns the land. She introduced Mr. Jack McEnany of Merrimack County who assists with obtaining Community Development Block Grants (CDBG). The

process helps to stabilize rent and is the largest form of unsubsidized affordable housing in New Hampshire. She said, indeed, that New Hampshire has led the nation with this sort of program. Ms. Reardon cited RSA 301-A, which is enabling legislation for this type of program. Membership in the cooperative is voluntary and includes voting rights. These limited equity cooperatives are non-profit and when a manufactured home is sold, the profit goes to another affordable housing project. UNH did a study on this which was followed by national studies. Data shows that manufactured homes resell for a slightly higher price in a coop than in an investor-owned parks. She added that this is a nice park.

Chair Carter asked if park residents must join the cooperative.

Ms. Reardon responded that they do not have to join, but some parks charge slightly higher rent to non-members. Reserves are set aside and typically a ten-year CIP is developed. She continued, saying that there is a competing buyer for this park, RHP from Michigan. Residents tend to 'keep their heads down' until the coop agreement is final, in fear of repercussions if an outside owner takes over. Mr. Heinz has agreed to bargain in good faith, so as long as the coop offers the same price of \$18,000,000, he will sell to the coop. To accept a counteroffer from RHP would not be bargaining in good faith.

Ms. McKenney asked how many residents attended the information session.

Ms. Reardon responded that between 60 and 80 residents attended. She said that the coop would assume Freddie Mac financing and probably refinance in six or seven years. Banks, she said, love these loans.

Mr. Frascinella asked about the park rent.

Ms. Reardon said that it is \$541.00. They discourage special assessments, and the money invested in this park could not be used to subsidize any other park's coop. She said that what they are looking for from the BOS is a letter of support for this arrangement. Mr. McEnan from Merrimack County has a sample letter and will assist with the writing of the CDBG grant, which has a deadline of January 28, 2019.

Mr. Crovont asked about the sale of 100 acres of town-owned land to Mr. Heinz.

Ms. McKenney told him that the deal never went through.

Mr. Caporale, Chairman of the Allentown Sewer Commission, stated that there will be no change to the sewer service for the Holiday Acres park.

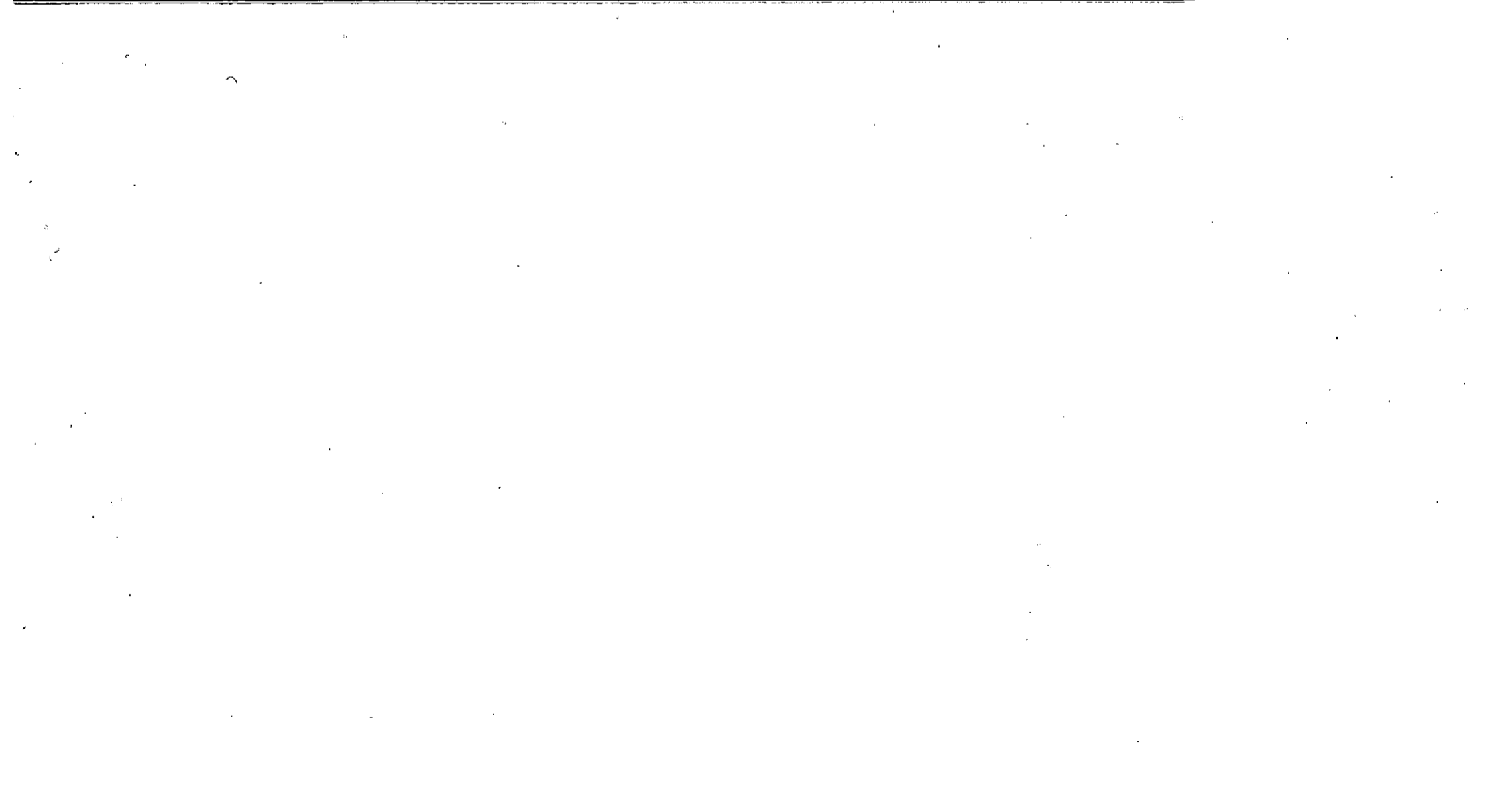
Chair Carter thanked Ms. Reardon and Mr. McEnan for the presentation and said he would like to have the full board make a decision about the letter of support.

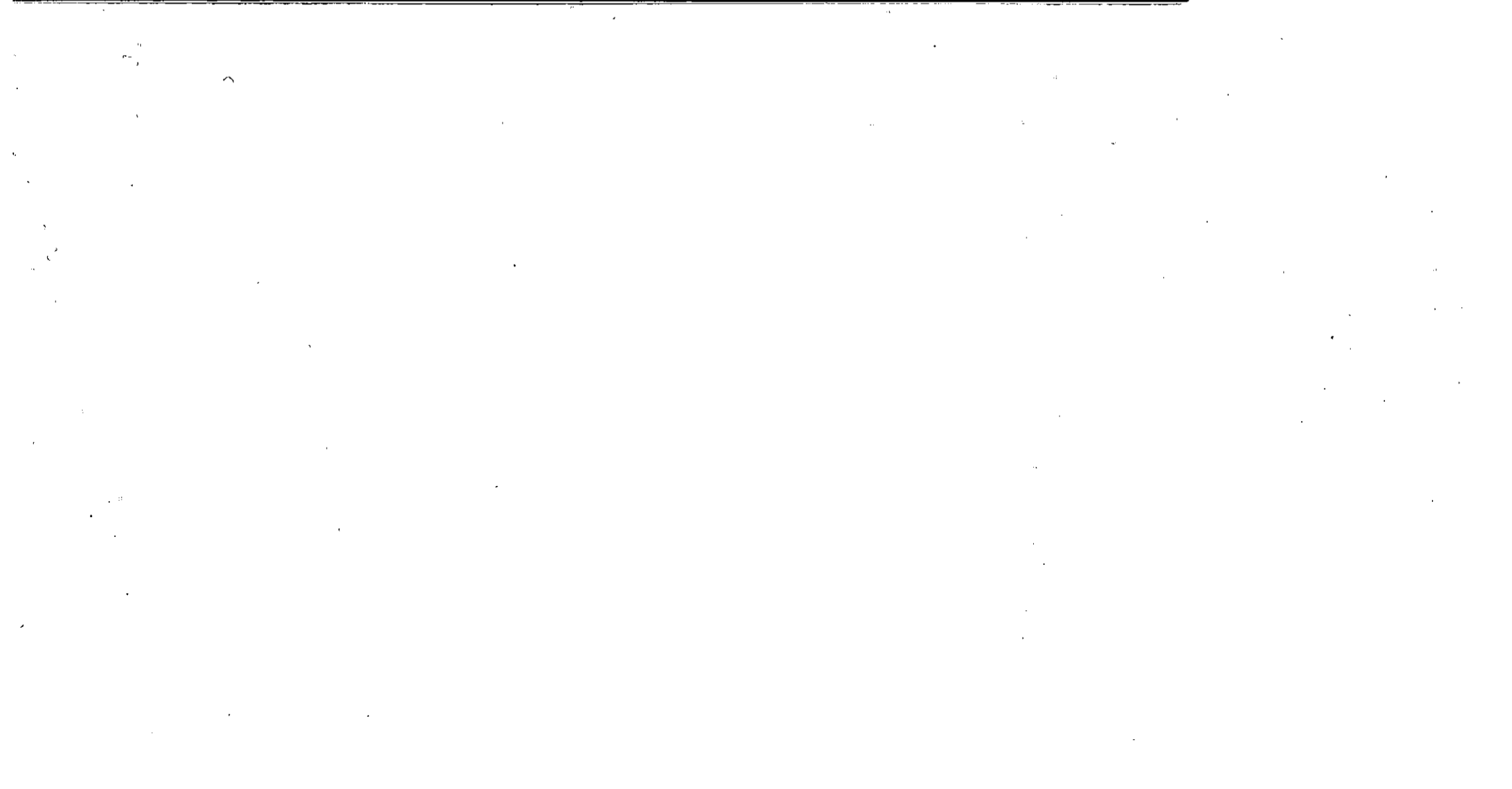
▪ **Boys and Girls Club Preschool Bathroom**

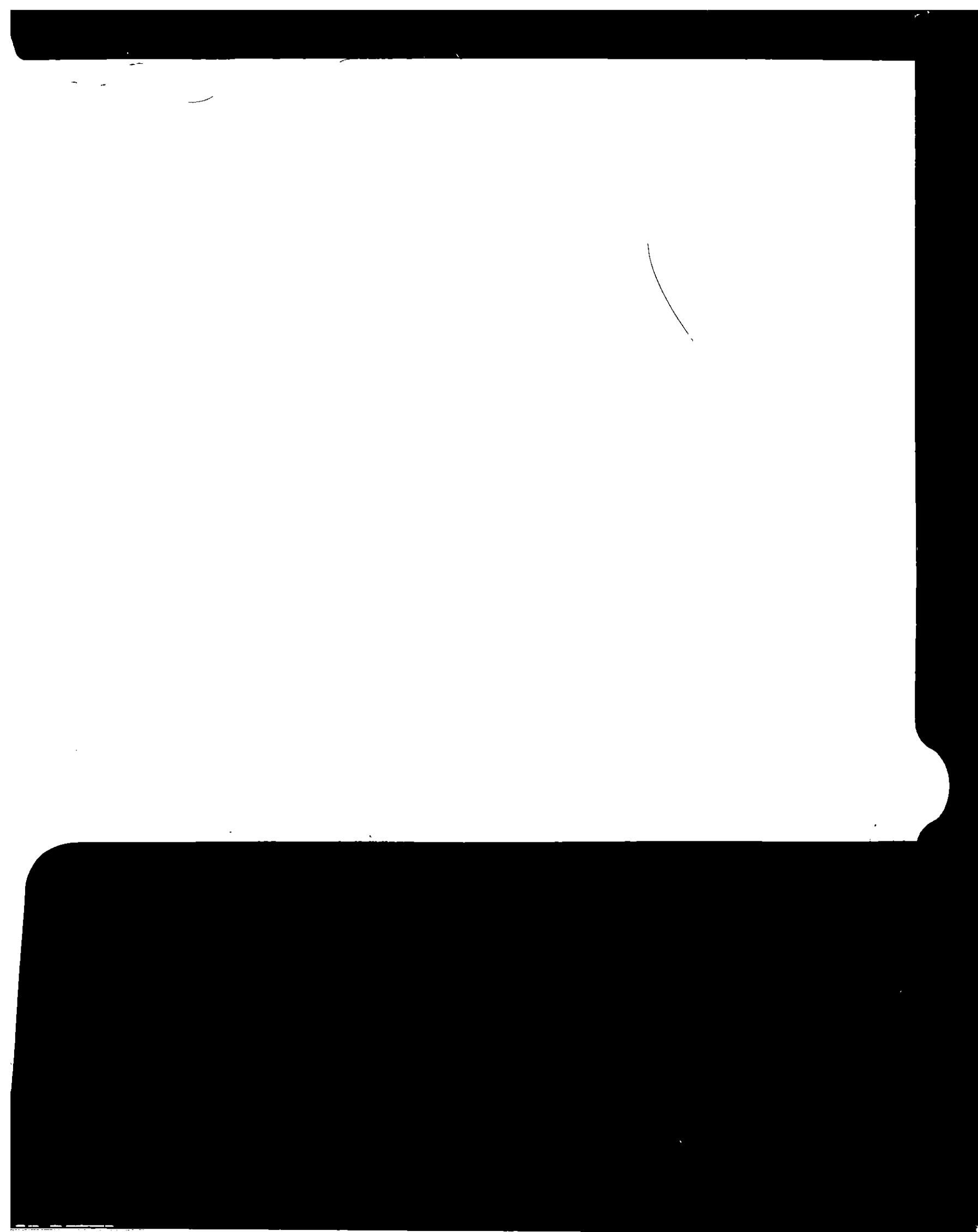
Mr. Goodine presented two plans prepared by the Boys and Girls Club for a preschool bathroom. They would pay for the project, but the building would continue to be owned by the town. The sink would be just outside of the bathroom, and the favored plan is slightly larger than the other.

Chair Carter said this would probably be a five to eight-week project.

Ms. Bender said that an escrow account would be set up for the project, and the BOS would approve each part of the project.









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## *Introduction from Bonnie Gawrys*

- I. Letter to Chris CLasby dated 10-08-2021
- II. Treasurer check Inconsistencies ROC
- III. BVCC BOD Behavior to ROC
- IV. Resignation from BOD

Good Morning,

First I would like to thank all you for being here today to listen to us.

My Name is Bonnie Gawrys, I live in Bearview Community Coop in Allenstown-Nh.

I am a widow of a Vietnam Vet, I bought this home in June 2020; I used the money that the VA gave me after declaring my husband died of a service related death. I bought this thinking I was going to have this be my last home and I would be able to live in a Great community, sadly that has not the case.

In January 2021 I applied for a vacant position as secretary on the BOD, my intent was to help the coop and its members as best I could.

However, again that was not the case, I was to soon find out a lot of the things that were being done not according to the Bylaws set for by ROC.

Meetings were all held as private, not allowing members to attend; most importantly the President and Treasurer were running the Coop operations as they saw fit.

For example, In February there was a zoom meeting with Kelly Cicerelli, in that meeting she mentions that the President should not be sitting on the BOD because he was also employed by the park, and much to my surprise I found out the the President had given himself, and two of the Coops employees one being his son (which is a conflict of interest). \$6000.00 in Christmas bonuses without member approval, and spent \$30,000.00 on tree removal again without member approval. During that Zoom meeting Kelly Cicerelli told Robin (the coop president) and I quote " I know it was wrong for you to give out those bonuses and pay for tree removal without member approval, and you know that I have spoken to you before regarding your position on the BOD being and employees, BUT it is a new year and we have new members on the board so lets us just start out fresh!!!" Needless to say I was mortified. For a member of ROC who is supposed to have our best interest in mind I could not believe what I heard. Also, spent without authorization was 60 hours of paid sick time to his son that worked for the park and we do NOT offer paid sick time there is no compensation given they are employees at will.

To make matters worse according to the Bylaws we were supposed to get bids on any work that was done by contractors in the park, however, that was not the case, the contractors that were used were friends of the President and Board members. Dudley Contracting, (he owns property in the park) Bow Paving (relative of BOD) Pellerin Electric (personnel friend of a BOD) just to name a few. The president even allowed outside Coops, (Kingstown) access with a key to dump their leaves, trees etc and even gave them salt for their park because they had no place to put it all without Members approval. Invoices that were given to the Treasurer (who I might add was not doing her job as the treasurer she had the President do it) were not itemized bills. I questioned this practice numerous times and I was told by the President and Treasurer they did not need to be itemized because they trusted them.

The following week the president and treasurer did the budget without the rest of the board, when it was presented to us myself the VP and Operations manager we would not approve so the three of us sat down with the management company to go over. While going over the payroll for the previous year, we discovered that the President who was a salaried employee was putting in for vacation pay on top of his salary even though he was already getting paid per his salaried position and paying overtime to employees for doing nothing. One of which was his son who would get OT for just driving with his dad plowing in the winters He does not have a driver's license so it was not to help plow.

The President and Treasurer of the BOD was not happy with the management company, so they decided they would hire another Attorney to sue the management company and ROC, they withdrew 5k out of the petty cash account without approval of the members. The members had asked about hiring another attorney in June meeting and the Treasurer Laura Espinoza told the member that they did not need approval because they would only withdraw 4900.00 eliminating member approval, again she and the President were questioned why another Attorney was needed, Again, the President and the Treasurer did not follow the bylaws, they withdrew 5k from the Coop account and lied to the members to hire this Attorney.

While sitting on the board I had many conversation with Alan Blake and Chris Clasby about how this Coop was being run by the President and Treasurer and how the Bylaws and the Conflict of interest policies were not being adhered to, needless to say I got not help from ROC most of the tie my emails went unanswered and if I were to get a call back from Chris Clasby he just told me what he thought I wanted to hear.

Again, NO support from ROC!!!!

We recently had elections to the BOD because the previous board was not elected. The person that sits in the treasurer seat was allowed by Alan Blake to run for the position even though she is not and is still not a member in good standing. When she came to the annual meeting she was told that she could not vote nor run for an open position. She immediately ran to the President at that time and he wrote her a note saying she would be in the payment plan to repay her back rent. This is a complete violation of Bylaws ARTICLE VI 6.1 B which states to be a Director an individual must be a resident homeowner of a manufactured housing unit in the Community and must be a member in good standing with the Coop.

Also in violation of Article 3.1 which stated to be in good standing with the coop, A "Member in good standing" is a member whose lot fee and membership fee are current or has a signed agreement satisfactory to the BOD to bring these rents etc current.

Also, the agreement had to have been given to the management company who would of given it to the BOD for approval, signed by the member and it had to be done the FRiday before the Annual meeting by 9am.

When the note was given to Alan Blake by the management company who previously told Linda Lee Gagnon she could not vote or be put on the ballot he approved that this member that he

*knew was not in good standing be allowed to fill that empty Board position. This has been brought to the attention of Alan Blake and Chris Clasby numerous times by myself, other members of the community and our Management Company with no response from either Alan Blake or Chris Clasby. As of today I understand she is still NOT a member in good standing!!! What does this tell the owners of this park, that you do not have to pay rent but yet you can have a seat on the BOD!!!! Members are frustrated and rightfully so.*

*These people from ROC are suppose to help us not hinder us these bylaws and rules were given to us by the and they are to be adhered to,*

*We were placed in default for non monetary loans, the President had until 10-28-2021 to make arrangements with ROC and CHLF or satisfy the default. Neither were done and the default was extended to 12-30-2021, This new BOD does nothing to keep the members notified of anything, they have refused to give the Management company who has been in charge of the day to day operations of the Coop, keys, maps of the park and water systems that are crucial (we just had a water break and the contractors had nothing to work with, when the ask the new president of the BOD Kim Laro for them she told the she would not give them to them because she did not trust them. This new BOD is holding all pertinent information to run this park hostage and ROC and CHLF are well aware and have done nothing to remove these BOD . They continually harass contractors working in the park, they do not communicate anything to members in this community unless they are friends of theirs.*

*I remember having an in depth conversation with Chris Clasby on more than one occasion after 3 board members stepped down, he was adamant that he did not want friends of the President or any of his clan to be put on the board because he did not want the BOD and park run the way it had been. But guess what, the new BOD are all friends of the past President and before the elections he had them all in the office training them on what to do, and YEs ROC and CHLF were made aware.*

*I have included in my packet some of the information regarding the sale of my home that was done illegally and mortgage given to me by CHLF without checking that building permits were issued and a Certificate of Occupancy was issued. For which my home is unsafe.*

*I urge you to pass this bill, as we the homeowners and taxpayers and owners if this Coop have no recourse and a possibility that will always exist for us to lose our homes.*

*Thank you again for your time.*

*Bonnie Gawrys  
6 Emile Drive  
Allentown NH  
[sweetoldfarmgirl@yahoo.com](mailto:sweetoldfarmgirl@yahoo.com)  
6035082497*

Fw: Good morning

I

From: mammie me (sweetoldfarmgirl@yahoo.com)

To: sweetoldfarmgirl@yahoo.com

Date: Monday, January 31, 2022, 03:06 PM EST

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Friday, October 8, 2021, 8:16 AM, mammie me <sweetoldfarmgirl@yahoo.com> wrote:

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Friday, October 8, 2021, 8:14 AM, mammie me <sweetoldfarmgirl@yahoo.com> wrote:

Chris. can you please let me know before the end of the business day what has been turned into you from the letter that you were requested Robin to send. Also I am going to be stepping down from the board because I am tired of my name being slandered and I'm being harassed by Laura Espinoza Sandy staples MARCEL LAVOIE Robin Richards and his wife I've told you before I've had to file a police report filed for harassment against him and now it's defamation of character. AND I feel that myself and members/owners of this park had no help and idle promises from CHLF and Rock NH .It saddens me and a lot of members of this park that you being a representative of community home loan fund and rock New Hampshire have not done anything to help out the situation in this park especially the things that are going on with Robin. We spoke in length yesterday about the misappropriation of funds everything that has been going on in the park and it appears to me even after you promised myself and other members in the park that you were going to ensure that Robin was removed from the board or that you were going to start default and after the post from Laura after she spoke to you yesterday which you said that she put her own spin on it and you were okay with it and the fact that it was posted on the Cooperatives Facebook page which you did not find out of line and was completely different than what you said in the letter Myself and other members/owners have lost all hope in saving this park from it demise under the rule of the President Robin Richards. At one point during one of our conversations you had asked me to stay on the board because the last thing you wanted was Robin putting his friends on the board and having the park run the way it has been in the past however myself and others feel that we have gotten no support from CHLF and Rock.

Are you aware that The people in this park are putting their homes on the market like crazy lately, what do you think that does to the rest of the people who live here the people that are leaving here are because of how the park is being run, with all these people making a mass exodus it is going to lower the property values of the homes in here it's gonna come to a point when people start looking up Bearview community co-op that no one is going to even want to buy into this co-op . That is no fault of the members here that is the fault of people who do not want to correct the problems that exist here.

I DO want to add it's been a GREAT pleasure to work with Dawn from Foxfire and her team I feel badly that Laura, Marcel, and Robin area bad mouthing them and ruining their reputation. I find that the people from Foxfire have excelled in helping out this community and they do not deserve the slandering that they're getting . Regarding signing off on journal entries on the budget I do not feel comfortable signing off on those because I know nothing about any of those journal entries what is missing and what Has to be signed off on I was not

made privy to that that was something that was done by Laura and Robin again the letter of September 7 sent to Robin by Steve clearly states that he is the one that should be signing off on them I am not putting my name on anything that I have no knowledge of.

Before I make that decision can you let me know what will happen when Robin is the only one left on the board I am hesitant because if he is left on the board he's going to put in the people that he wants on the board and that will rehire him etc. this is very concerning to me and others in the park. So before I make my decision and send in my resignation could you please inform me what that procedure would be. And why an election cannot be forced.

I look forward to hearing back from you before the end of the business day on what has been turned into you by Robin that was requested on the letter that you sent to the board on September 23, 2021

Regards,

Bonnie Gawrys

Sent from Yahoo Mail for iPhone

#

**Fw: Treasures check inconsistencies**

From: mammie me (sweetoldfarmgirl@yahoo.com)

To: sweetoldfarmgirl@yahoo.com

Date: Monday, January 31, 2022, 02:58 PM EST

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Saturday, October 16, 2021, 5:19 PM, mammie me <sweetoldfarmgirl@yahoo.com> wrote:

Begin forwarded message:

On Saturday, October 16, 2021, 4:00 PM, mammie me <sweetoldfarmgirl@yahoo.com> wrote:


Good afternoon everyone, I just want you to notice the inconsistencies of these two checks. The top check is a copy of the treasurers check that the Board of Directors got for \$5000. And this is a copy that was given to Dawn. You will notice the second copy that Laura Espinoza said that she mailed to Chris last week that she was going to drop off to Dawn which she never did, the bottom left-hand corner of the treasurer check receipt has signatures on it that were not on it when given to Foxfire. .

This is not a receipt for the withdrawal, it is a receipt for the treasurer check This is the first time I have seen this letter, I am sure that these signatures were signed last weekend which makes them void because they 2 people were not on the board when they signed this receipt. Chris, we need to see the actual withdrawal from the bank with the account number of the coop and who signed the withdrawal. If you accept this fraudulent documentation for the requirements you set forth on letter dated September 23, 2021 than you are condoning fraud.

Bonnie Gawrys  
Secretary

Seal

141729

  
VERMONT COUNTY SAVINGS BANK

PAY TO THE ORDER OF HEGGE HODGES DATE 8/04/21

EXACTLY \*\*5,000 AND 00/100 DOLLARS \$ 55,000.00


**TREASURER CHECK**

*Crisana Dwyer*

THE FRONT OF A CHECK MUST BE RECEIVED BY DEPOSIT  
TREASURER'S CHECKS OF THIS BANK WILL BE REPAID OR REFUNDED BY  
THE BANK OF VERMONT, MIDDLEBURY, VERMONT

⑆0000141729⑆ 6211470225⑆ 300098760E⑆

141729

  
VERMONT COUNTY SAVINGS BANK

PAY TO THE ORDER OF HEGGE HODGES DATE 8/04/21

EXACTLY \*\*5,000 AND 00/100 DOLLARS \$ 55,000.00

**TREASURER CHECK**

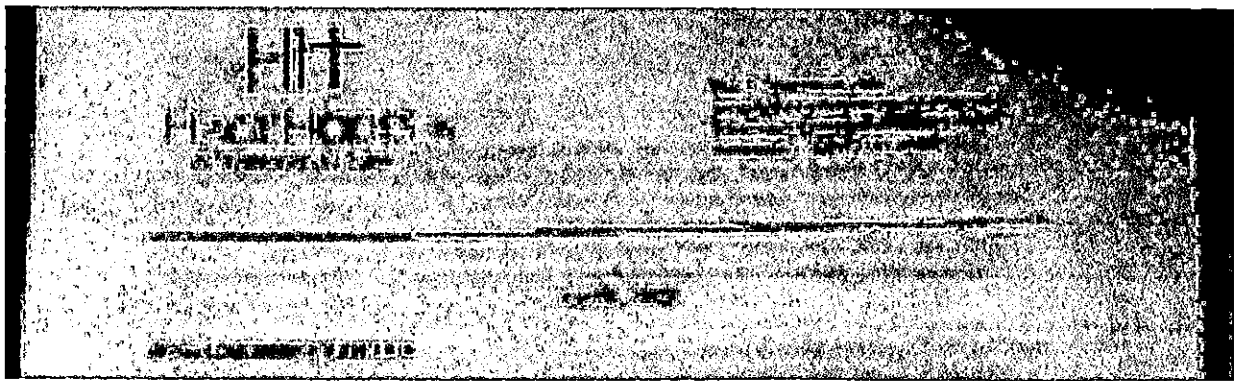
VERMONT COUNTY SAVINGS BANK  
AUTHORIZED SIGNATURE  
NOT NEGOTIABLE

3:18 ↙

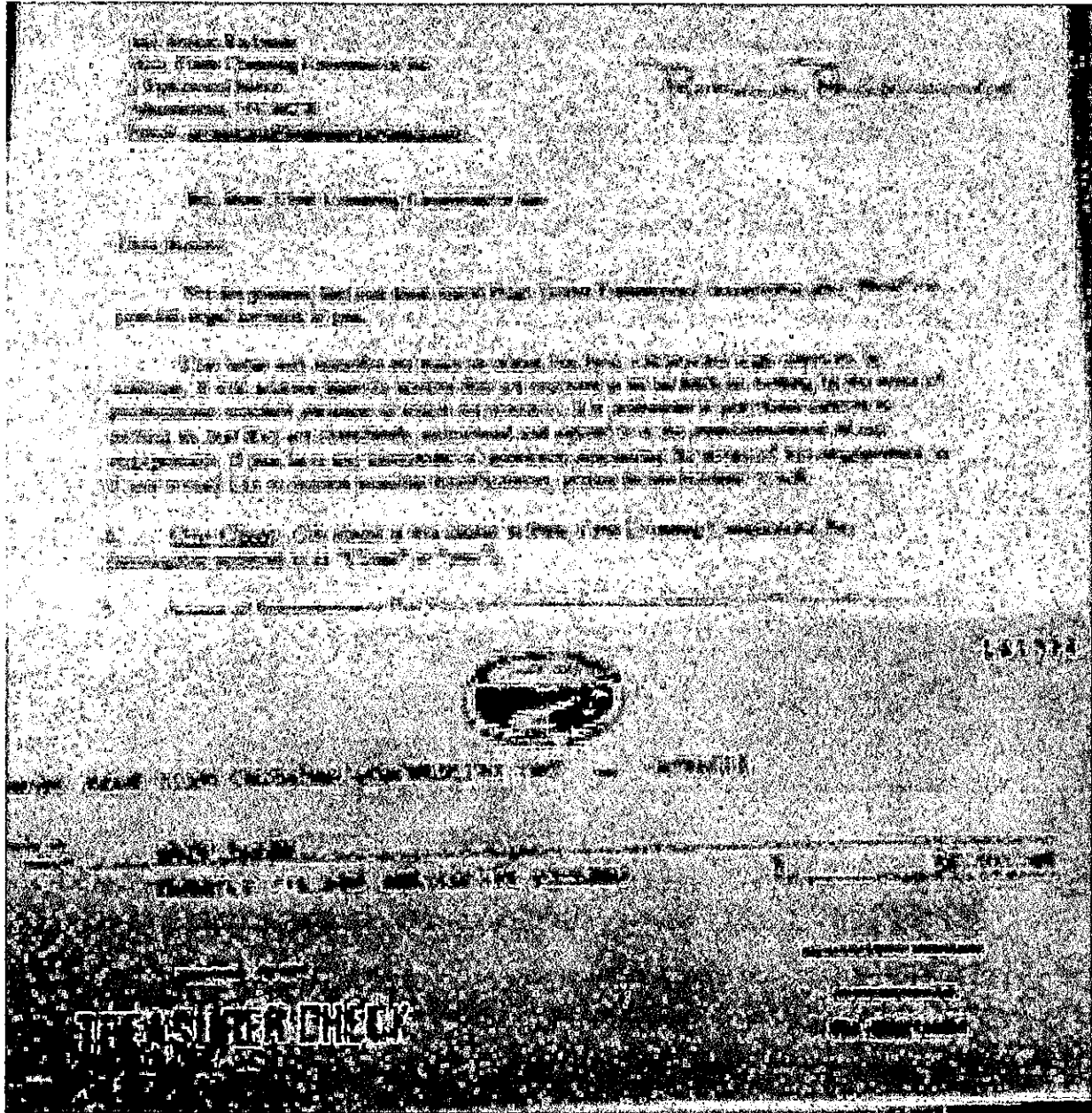


Done

Edit







More

Add to Story

Fw: BVCC bod

IV

From: mammie me (sweetoldfarmgirl@yahoo.com)

To: dkenison@foxfirenh.com; gneagle@foxfirenh.com; ablake@rocnh.org; treardon@rocnh.org; cclasby@rocnh.org; sduprey@foxfirenh.com

Date: Friday, January 21, 2022, 04:38 PM EST

Good afternoon

I would like to share this post that was Bearview Cooperative page past two days,( and this is one of many) as you can clearly see there is violent language on here and there are areas that they are making threats and promoting violence and retaliation to people in this park. One of whom is me because I was on the board when Robin was laid off from his job. This goes against the way this Facebook page should be used . The president Kim Laro is allowing these things to be posted and so isn't the rest of the board. This new board is causing havoc in this park to the point that many members are afraid Also their behavior is a violation of the Code of Ethics set forth by the Coop on June 2019. And Bylaws

To also note, that Kim Laro is sharing private board information to members of this park (for which I will not name at this time)(and is also a violation of Bylaws) And the reason I know this is because people have called me and or texted me to tell me what Kim Laro has said to them, most recently she told this one person that she was dealing directly with Chris clasby and Attorney Sheppard regarding the audit She also told this person that she was requested to sign off on the audit and again she was dealing with attorney Shepard for advice. I don't believe that should be information that should be shared to any members in this park.

The continued harassment from these board members to contractors that are working in this park , continually giving Dawn from Foxfire a hard time which is completely unnecessary because Dawn and Foxfire are doing a great job managing this park . Not to mention harassing members , three weeks ago Mrs. Robin Richards drove by my house while I was on my driveway and she was nice enough to turn around and give me the middle finger, Kim Laro had one of the members last Friday out on Roland Drive who she belittled and called her nothing but a liar and right after that Deb Cody drove by yelled something out to this member and gave her the finger is that the kind of people we want on this board I say not! The actions of the people on this board have gotten worse by the minute. You have allowed the person that is sitting in the treasure seat to be in that position by violating the bylaws she was not in good standing when she was nominated and approved as a treasurer she had Robin write her a last minute note saying that she was on a budget plan for back rent. According to the bylaws she had to of made an arrangement with Foxfire the Friday before the arrangement had to go to the board for approval and then sent back to Foxfire her approval was done by Robin 10 minutes before the meeting started. I would also like to add that Kim Laro has told everybody that she is coming into contact with in the park that is that they will be taking control back of this park within the next month because they refuse to deal with Foxfire and Rock anymore and they will see that the Park will be run the way that they want to be run . PLEASE do not allow this to happen.

There's absolutely no reason to keep the people that are ruining this park to be allowed to sit on this board any longer. I'm asking you for myself and a lot of members in this park to please disband this



IV

## Resignation

From: mammie me (sweetoldfarmgirl@yahoo.com)

To: dkenison@foxfirenh.com; gneagle@foxfirenh.com; ablake@rocnh.org; cclasby@rocnh.org; rms@nhlaw-nashua.com; president@bearviewcrossing.com; operations@bearviewcrossing.com

Date: Thursday, October 28, 2021, 01:56 PM EDT

Good afternoon,

Please accept this as notification of my stepping down from the position as Board Secretary at BVCC.

The reason for my decision is not based upon the accusations laid out in the petition. I did perform my job as well as I could with the limited access I had to the Co-op's office which is meant for the use of the secretary to perform her job. It is my understanding that board secretaries have offices at the co-op offices with access to the computer and printer. This is not the case at Bear View where the Board President/maintenance employee had an office and he did not permit time for me to perform my board secretary duties.

Also, at other co-ops maintenance employees work at the garage. This is not the case for the maintenance employees at Bear View. They spend the majority of their time at the co-op office. This complaint has been raised by previous board members on several occasions.

This Co-op has been dysfunctional from the onset from the conflict of interest of Robin allowed to be both a board member and a maintenance employee due to the unusual nature of the length of time the 2019-2020 audit taking which covers the first year that the community was a co-op. I was personally asked to sign off on cash adjustments on an audit for a time period that I was not a board member. This was not right.

I also have grave concerns that when I step down Robin Richards as the only sitting board member will continue to violate more of our rules and bylaws, he and Laura Espinoza circumvented the member vote on the 5k expenditure to hire a send attorney to sue Foxfire.

I have also been clearly bullied by Robin Richards. This was made clear to the community when he as board president screamed at me at the July 22, 2021 monthly board meeting in front of many members. I am aware that some members were concerned about his actions and mailed their concern to Foxfire amongst others. No one should be subjected to that type of aggressive behavior while volunteering and looking out for the best interest of their neighbors. In addition, other board members Laura Espinoza and Marcel Lavoie have made me the target of their lies, defamation and slander. Specifically, Laura accused me of disseminating board information which is absolutely false but I can prove that she has done this on more than one occasion with her friends in the community. The same is true for Marcel where I have proof that other members have received board information from him regarding unauthorized expenditures by Robin Richards.

I would like to end that on a personal level when I saw a need in the community, I helped the best I could. During the pandemic, when neighbors were struggling, I purchased 20 turkeys and gave them to people in need in this community so they could feed their families a Thanksgiving dinner. I also bought Christmas presents for children in the park and delivered these gifts to them on Christmas Eve. Lastly, myself and a few others in the community worked with Hannaford to provide donations to people in the community. I simply enjoy volunteering and helping others and I only tell you this now because I feel as though my intentions have been misconstrued maliciously.

Also, I feel that the harassment that I have been receiving from the members of the board past and present and members of the coop is affecting my health, well being and safety. To the point where I had to call the Allenstown

Police and have Lt. Tower come to my home.

To close, I joined the board to volunteer and assist with running this co-op in an honorable way. That was made impossible by the conduct of Robin Richards, Laura Espinoza and Marcel Lavoie. My hope is that a new board will be elected that includes members who want to be honest and kind in the best interest of Bear View Crossings Cooperative.

On the advise of legal counsel, I am requesting this letter and any of its contents not be posted on any social media sights or discussed with anyone outside of the Board of Directors past or present or any members of the community without my written consent.

Regards,

Bonnie Gawrys

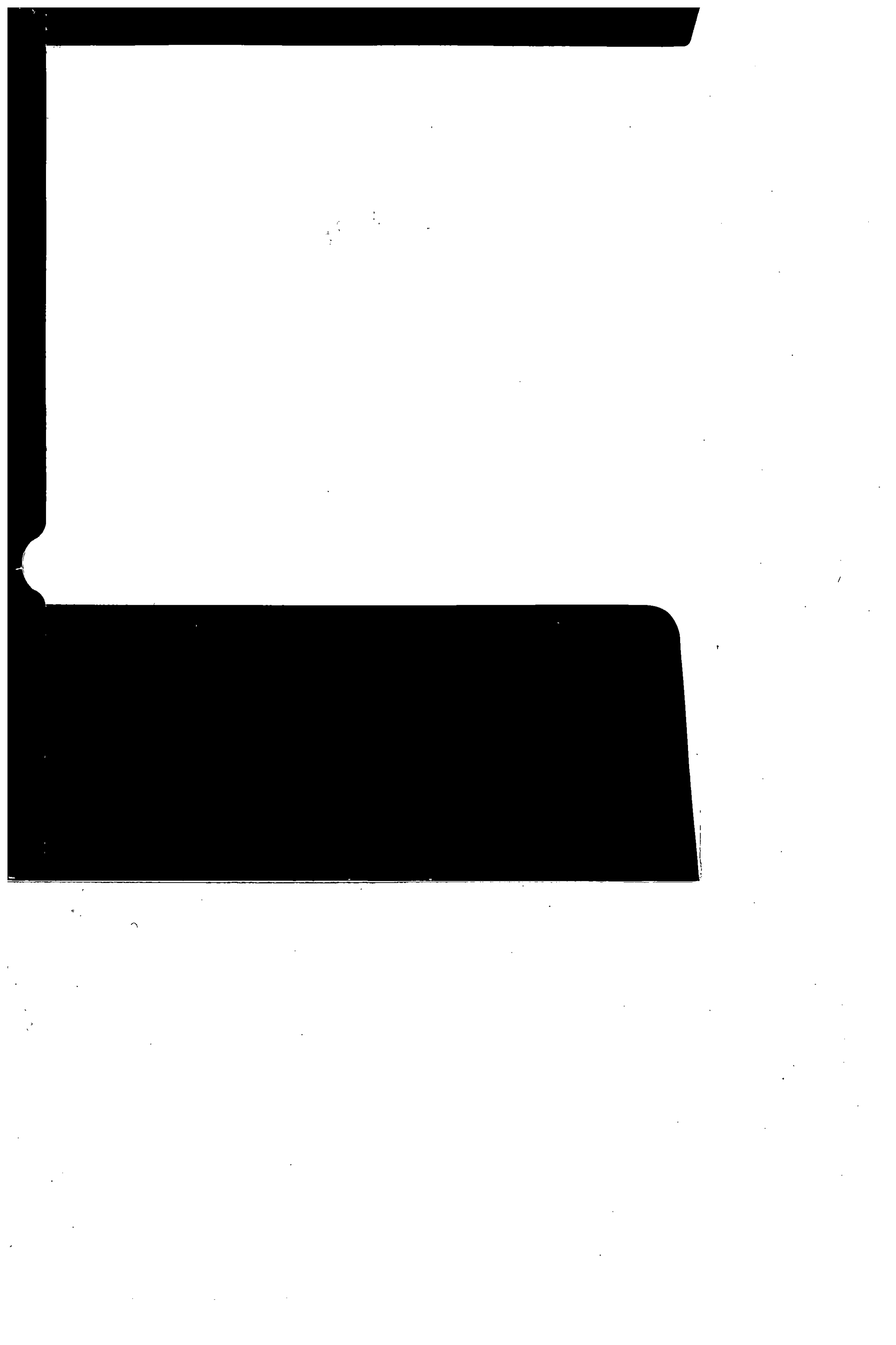
Cc. Atty BJ Barnes



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The bottom third of the page is blank white space, containing no text or other content.





I am John Murphy I have lived in the same mobile home park since August 1988, Now known as Bear view crossing cooperative . I apologize for the makeshift booklets but being retired and on a fixed income this is what I can afford no the fancy professional booklets put out by Roc Usa and Community Loan Fund.

We are currently in a managerial default of our loan agreement provided in section 1 as well as the Notice of pending default. This was a result of the board of directors and Roc-nh for not following the bylaws and other policies that were put in place to prevent this. Roc nh was supposed to train these board members to do their jobs properly and oversee meetings and read the monthly reports that were to be submitted.

For almost two years I just paid my rent and thought all was ok until the May annual meeting was cancelled and the excuse was the annual audit was not completed. As of today it still has not been presented to the members and it was due May of 2021.

I became concerned in July and made numerous emails to Chris Clasby and Alan Blake and cc'd everybody in the ROC-NH organization I could think of as well as Foxfire property management in some cases. Back in August 2021 I kept asking about the conditions of the loans being met and either was told to ask the board of directors or on the most part never received a reply.

The one time I asked the president of the board if the annual budget for this year was approved he stated yes. It could not have been approved as we had no annual meeting and it was never voted on by the membership. Why would I keep asking questions when the answers received don't make logical sense. That is why I went directly to CHLF and ROC-NH .

The final issue I have is the annual report that is required by an rsa and has a penalty of perjury clause in it and Due by April 1<sup>st</sup> of each year was finally submitted late on August 3<sup>rd</sup> 2021 and has so many incorrect numbers it is laughable. For instance total expenditures is listed as \$30000 when the salary of the maintenance supervisor and also the President of the Board ,which is also a violation of the conflict of interest policy is \$65000/year. When this and the failure to provide the audit one a timely matter was brought to the states attention, I was told that there are no penalties and they are not an enforcing agency .See section 5.

As you can see we need some type of legislation which will hold boards accountable when bylaws and policies are violated or not followed. If there were this default of the park of 300 homes may have been avoided. Thank you.

## Bear View Crossing Cooperative

Purchased July,2019

John Murphy 29 Chery Dr, Allenstown.NH.03275 603-210-1562

### Table of Contents

#### Section 1

1. Bear View Crossing Cooperative Bylaws
2. Bear View Crossing Cooperative Community Rules
3. Board of Directors Code of Ethics
4. Procurement Policy
5. Conflict of Interest Policy
6. Community Loan Fund Lending Document
7. Community Loan Fund Notice of Pending Default

#### Section 2

8. Correspondence with Community Loan Fund

#### Section 3

9. Correspondence with R.O.C –NH

#### Section 4

10. Correspondence with Foxfire Property Management

#### Section 5

11. Correspondence with New Hampshire State Agencies.

## Cast of Characters

### Bear View Crossing Cooperative Board of Directors

None of these were ever elected and 2020 elections cancelled due to Covid.

Russ Raymond 1<sup>st</sup> Board President Resigned Carl Appointed President and also kept as Treasurer. resigns and moves out of coop. Robin Richards appointed President, also employee of park as Maintenance Supervisor

Rick Dube 1<sup>st</sup> Board Vice President

Ruth Kirkhuff 1<sup>st</sup> Board Secretary Resigned Laura Caswell Espinosa appointed Secretary. Later appointed to Treasurer .Sandy Staples appointed Secretary, resigns Bonnie Walsh Gawrys appointed Secretary.

Carl Caporale 1<sup>st</sup> Board Treasurer appointed President and kept treasurer position till replaced by Laura Caswell Espinosa

Gene Gregory 1<sup>st</sup> Board Operations Manager replaced by Robin Richards middle of April 2019. Robin Appointed President, Marcel Lavoie appointed Operations Manager.

Community Home Loan Fund and ROC- NH from their website

Steve Saltzman PRESIDENT AND CEO

Kelli Cicirelli DIRECTOR OF ROC-NH

Chris Clasby DIRECTOR OF ASSET QUALITY

Alan Blake NEW HOME SPECIALIST also our Technical Advisor

Michelle Supry HOUSING COOPERATIVE SPECIALIST

Foxfire Property Management From their website

Steve Duprey President

Glenn Neagle Chief Operations Officer

Dawn Kenison Our property manager

**BYLAWS of  
Bear View Crossing Cooperative, Inc.**

**ARTICLE I**

- 1.1 The name of this Corporation shall be Bear View Crossing Cooperative, Inc., herein after referred to as the "Cooperative," located in Allenstown, County of Merrimack, State of New Hampshire.

**ARTICLE II**

**Purpose**

- 2.1 The purpose for which this Cooperative is formed is to own and operate a manufactured housing community (commonly known as "park"), herein after referred to as the "Community," as a Cooperative and be involved in other Cooperative activities, on a non-profit, "cooperative" basis for the benefit of the current and future resident homeowners.
- 2.2 The broad purpose is to gain control of the rental costs, preserve the Community for the current residents, and to keep it affordable long term for low and moderate-income individuals and families. In accordance with the purpose stated in the Cooperative's Articles of Incorporation, the Cooperative will conduct its business in a manner designed to preserve the affordability of the sites within the community for low to moderate income homeowners.

**ARTICLE III**

**Members**

**3.1 Eligibility**

A "Member" is defined as the adult (18-years-or-older) individual(s), without regard to their social, political, racial, color, national origin, religious, age, sex, sexual orientation, physical or mental disability, or familial or marital status who;

- A. Own and reside in a manufactured housing unit (herein after referred to as the "Home") in the Community and any spouse or partner in civil union entitled to a homestead interest and the other adult Members of their household, all of whom has signed an Occupancy Agreement. A person is seen as owning or co-owning a Home if he or she owns the Home directly or through his or her "living" or "Grantor" trust. A "Grantor" or "living" trust is any trust that is established by an individual under such terms as: (1) appoint him or herself as the trustee during his or her lifetime (and or competency); (2) is revocable by him or her; and (3) designates him or herself as the beneficiary for his, her or their lifetime.

"Ownership" of a home, for purposes of qualifying for Membership, shall include persons purchasing a home under a lease-to-buy agreement where the lessee/purchaser resides in the home, the person owning title to the home is either (i) not a member, or (ii) relinquishes Membership in writing, or (iii) is a member but resides in another home within the park, and neither party to the lease-to-buy agreement is in violation of any park rules and by-laws, including but not limited to, the obligation to pay rent.

Approved/Adopted by Membership 6/19/2019

- B. Is/are in good standing with the Cooperative. A "Member in good standing" is a Member whose lot rent and Membership Fees are current or has signed an agreement satisfactory to the Board of Directors to bring these rents and fees current.
- C. Is/are willing to accept Membership responsibilities, including, but not limited to, voluntary participation in the governance of the Cooperative and in the operation of the community.

### 3.2 Membership Rights

- A. A Member will have a perpetual right to occupy a lot within the community as long as he or she continues payment of the lot rent and compliance with the other terms of the Member Occupancy agreement, the Bylaws of the Cooperative and the Community Rules established by the Members, all as they may be amended from time to time. However, if a Member is evicted from the Community or moves out of the Community, that Member will lose his or her right to occupy said lot.
- B. Only one Membership interest will be assigned to a home, and only one full vote may be exercised under a Membership interest.

### 3.3 Membership Obligations

- A. All Members and non-Members are required to pay their lot rent. This lot rent, initially established by the Membership of the Cooperative, may be increased by a majority vote of the Cooperative Board of Directors or by a majority vote of the Membership, consistent with Article 5.1 of these Bylaws, with a sixty (60) day written notice of rent increase to all Members and non-Members.
- B. A Member will participate cooperatively in the operation of the Cooperative.

### 3.4 Enrollment of Members

- A. Owners of homes seeking to reside in a Home and lease a lot in the Community must become Members of the Cooperative. Owners seeking Membership shall:
  - (1) Apply for Membership on a form prescribed by the Board of Directors;
  - (2) Be approved for Membership by a majority vote of the Board of Directors;
  - (3) Pay in full the Membership fee or fully executes a Membership Agreement/Promise to Pay with the Cooperative;
  - (4) Execute an Occupancy Agreement;
  - (5) Have an intent to occupy a Home in the Community; and
  - (6) Commit to the purposes and policies of the Cooperative including the Community Rules and these Bylaws.

Owners of homes in place at the time the Cooperative purchases the community have the right to become Members without Board approval as per (1) and (2) above; but, must fulfill all other Membership enrollment conditions (3), (4), (5), (6) above.

- B. Buyers of homes may be approved for Membership conditional upon purchase and occupancy of the home.

Approved/Adopted by Members: 6/19/2019

- C. A person is considered a buyer or owner if he or she seeks to or does own or co-own a Home directly or through his/her/their "living" or "Grantor" trust (see definition at paragraph 3.1 above) or becomes the subsequent beneficiary of a trust, previously existing as a living trust, upon death of the Grantor, or upon devise or distribution from a deceased Member's estate, or any other event. If an existing Member transfers title to a Home to his or her "living" or "Grantor" trust, the trust will not be considered a new owner or buyer under this paragraph. Members transferring their Membership into a permissible "living" or "grantor" trust must furnish the Cooperative with either a copy of said trust document or a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, grantor trust wherein the Member(s) is (are) the Trustee(s) during his/her/their lifetime, or competency, and with said Member(s) as the sole beneficiary during his/her/their lifetime.

### 3.5 Membership Fee

- A. The Membership Fee shall be Three Hundred dollars (\$300.00). Membership Fees accumulate no interest.
- B. A Certificate of Membership shall be issued to any Member, or to trustee of any Member's "living" or "Grantor" trust, who has fully paid their Membership Fee. This certificate shall entitle the holder (or, in the case of a living or Grantor trust, the trust grantor only) to occupancy of a lot in accordance with the Member Occupancy Agreement, provided that the holder also abides by the Community Rules of the Cooperative and does not interfere with the effective operation of the Cooperative. The certificate is not transferable, except by will or trust distribution by a permissible trust, or the rules of law that apply if someone dies without a will, to someone that would otherwise be eligible for Membership. A Membership may not be transferred to someone or some trustee or beneficiary who does not plan to own the home and reside in the Community nor shall a "living" or "Grantor" trust continue to hold a Membership interest beyond the usual and customary time required for a wind up of a probate estate, should title have passed by that means and occupancy during such periods shall not extend to any other party not previously permitted Membership and occupancy.
- C. The Board of Directors reserves the right to use all or part of a Member's Membership Fee to pay any debt due to the Cooperative, or expenses incurred as a result of a Member's actions or non-actions, in regard to the Cooperative; such debts and expenses being legally the responsibility of the Member. The Member shall replenish a capital balance decreased on such account in order to remain in "good standing."

### 3.6 Termination and Expulsion

- A. Any Member whose activity in the Cooperative is contrary to basic cooperation principles (see the copy of the International Cooperative Principles attached hereto and incorporated herein by this reference) or who endangers the effective operation of the Cooperative may be expelled from Membership in the Cooperative by the Board of Directors. Loss of Membership carries with it loss of all Membership privileges, including the perpetual right to occupy said lot and any Member lot rent. Written notice of the charges against each Member, and reasonable opportunity for a hearing before the Board of Directors, shall be provided before any such expulsion. A reasonable

Approved/Adopted by Members: 6/19/2019



opportunity is defined as fifteen (15) day notice. The Member's certificate shall be repurchased for the amount of the Membership Fee paid, less any debts owed and expenses due and owing the Cooperative on behalf of the Member, and if and when there are sufficient reserve funds as determined by the Board of Directors. An eviction of the Member shall automatically terminate his or her Membership.

- B. The Member shall have the right to appeal the decision to terminate Membership to the next Membership Meeting and will be given a reasonable opportunity to be heard, either in person or by their attorney. Members may request a Special Meeting of the Membership within a reasonable time period and such request will not be unreasonably denied. In the absence of a Board call for a Special Meeting, the member may do so in accordance with Article 5.3 of these Bylaws. A Member need not be expelled before being evicted. Re-application for Membership will require Board review and Membership approval before re-issuance of Certificate of Membership. The reason for the expulsion shall be clearly stated, recorded, placed in the permanent files and a copy given to the Member.
- C. Any Member who wishes to be represented by legal counsel as the result of a Cooperative action must notify the Board of this fact ten (10) days in advance of the Meeting. The Members shall solely be responsible for the cost of his or her attorney. In no case should the Cooperative be responsible for the legal fees of the Member.

### 3.7 Patronage Refunds:

Members shall have a right to determine whether any "net savings", as that phrase is defined in RSA 301-A:1(v), as the same may be amended from time to time, shall be returned to Members in accordance with RSA 301-A:28. In accordance with RSA 301-A:28, the Members shall decide whether the net savings shall be returned to the Members as a "patronage refund" or retained as additional funding for reserves, or for the needs of the Cooperative for the following year operations. The decision by the Members shall be made at the time they approve the budget for the coming fiscal year. For the purposes of this section, if the Cooperative is required to contribute to, or otherwise fund, a capital reserve account, or similar fund or expenditure required by any loan documents the Cooperative is a party to, such contributions or funding shall be considered a "cost of operation" for the purposes of RSA 301-A:1(v). In the event a "patronage refund" is made in accordance with this Section, the Cooperative may refund or credit the same to the Members, within ninety (90) days of the end of its fiscal year; but only insofar as such refund or credit is consistent with state law or permissible under the terms and provisions of any loan documents which the Cooperative is a party to, all as applicable from time to time. In order to receive any refund or credit hereunder, a Member must be in good standing and current in payment of lot fees at the time of approval of the refund or credit and at the time the refund or credit is actually made. In the event a Member is not in good standing at either of those times, the Member's "patronage refund" or credit shall first be applied against any and all amounts owed to the Cooperative by that Member. Any overage after the refund or credit is so applied shall be paid to the Member. In the event there is any dispute or question as to whether "net savings" exist for a particular fiscal year, or how the "net savings" are determined or calculated, the Board of Directors shall obtain a written opinion from the Cooperative's accountant as

Approved/Adopted by Members: 6/19/2019

to the existence and/or amount of the "net savings" and that opinion shall be dispositive on this issue for the fiscal year in question.

**ARTICLE IV**  
**Sale and Rental of Homes**

**4.1 Use of Homes**

- A. In order to unify the Members and make the Cooperative stronger, all homes within the Community must be owner-occupied. Failure to comply with this article shall result in an eviction from the Community.
- B. Any tenancy existing in a home at the time of the park acquisition by the Cooperative may continue, and that home shall be "grandfathered" from the requirement that all homes be owner-occupied. Upon any voluntary or involuntary termination or expiration of such a tenancy for any reason, the grandfather status shall be lost and the home may not continue to be rented out but shall become owner occupied. Tenants allowed under this section are not eligible for membership.
- C. Rental or leasing of homes in the Community shall not be allowed unless approved by the Board of Directors. The Board of Directors shall not approve a rental or lease unless (1) a written request is submitted by the Member alleging hardship and (2) the Board of Directors determines that a hardship exists. If an approval is granted, the decision shall specify the hardship circumstance(s) and the condition(s) of approval. The vote of the Board of Directors shall be maintained in the official records of the Cooperative.

**4.2 All Home Sales**

- A. Any Member or non-Member who plans to sell or move their Home out of the Community or demolish the Home on site shall give written notice thirty (30) days in advance of that happening to the Board of Directors. Failure to give notice can result in thirty (30) days additional lot rent.
- B. Notice to the Board of Directors stating the intention to sell a Home in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers with information regarding the requirement that all buyers become Members of the Cooperative. The seller shall supply the Cooperative with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement. See the exception for certain trust transfers contained in Article 3.4, paragraph C, which applies here as well.
- C. If the Cooperative is owed money by the resident or the resident is in breach of any other obligation to the Cooperative, the Board of Directors may consent to the transfer, as requested by that resident for the sale of his/her/their Home to a new buyer, but may insist that the consent or transfer documents or deed be transmitted directly to the escrow or closing agent with a Notice of Lien on the resident's Home for those amounts due and owing the Cooperative. The documents

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shall only be recorded upon payment to the Cooperative of all outstanding balances due to the Cooperative.

#### 4.3 Sale of Member Homes

- A. For a period of thirty (30) days following the delivery of the notice to the Board, if the Member receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the Member shall accept the offer from the lower-income family or individual. Provided, that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling Member in the case of a sale to a family Member or where the delay in selling would pose an unreasonable hardship for the selling Member.

The following shall apply in all situations where Fannie Mae or USDA-Rural Development holds or guarantees an Eligible Loan on a home in this Cooperative:

- A.1 Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an "Eligible Loan" (as defined by RSA 205-A:4-a), or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.

A.2 Notwithstanding rights of the Cooperative under state law, any holder of an Eligible Loan, which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Cooperative Rent and Other Charges owing by a Member under an Occupancy Agreement, shall not be required to advance more than six (6) months of Rent and Other Charges, and the Cooperative's lien rights, as to amounts owing to it by the Member under the Occupancy Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Cooperative shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.

- B. A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
- C. The Board of Directors shall purchase the Membership interest from said Member household by paying them an amount equal to the Member's total payment toward their Membership Fee, without interest, less any debt owed by the Member to the Cooperative, within ninety (90) days of the removal or sale of the home, or at such later date when the purchase can be made without jeopardizing the solvency of the Cooperative.

#### 4.4 Vacant Lots

Any lot in the Community that becomes vacant (other than a temporary vacancy when a Member of the Cooperative replaces his or her existing manufactured home with a new or different one), shall be leased by the Board of Directors to a lower-income household approved for Cooperative Membership; provided, however, that if after advertising the lot for thirty (30) days, the Board does

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not receive an offer to lease from a lower-income household reasonably capable of affording the Home and living in the Community, the Board of Directors may lease the lot to any suitable household. The Board will keep a waiting list for these purposes.

#### 4.5 Cooperative Sale of Home

Notwithstanding anything else to the contrary contained in the bylaws, in the event of a public sale of a home following an eviction/expulsion, or in the event of a sale by the Cooperative after it obtained title to a home at such public sale, any existing Member of the Cooperative, or any third party, may be allowed to bid upon and purchase the said home(s) with the intent of renovating the home for resale, and/or with the intent of making a profit from the resale, so long as the following conditions are followed:

1. The Member must be in good standing with the Cooperative.
2. The Member or third party purchasing the home shall not reside in the home and/or apply for a new or additional membership.
3. The Member or third party, upon acceptance of his or her bid or offer to purchase, ("the Re-seller") shall execute an agreement which provides: (i) identification of responsible party to pay back real estate taxes; (ii) identification of responsibility of payment of lot rent during the time title to the home is in the Re-seller's name; (iii) that the Re-seller shall obtain the necessary liability insurance to protect the Cooperative and/or indemnifies the Cooperative; (iv) that the Re-seller shall complete renovations within a defined period of time as may be reasonably imposed by the Board of Directors; (v) that the Re-seller shall be required to attempt to sell the home to a lower income family or individual, as defined in Article 4.4, and comply with all other requirements of the Cooperative's Rules and By-laws, including the requirement that any ultimate purchaser(s) of the home qualify for membership; and (vi) that the Re-seller shall abide by any other fair and reasonable terms and conditions imposed by the Cooperative prior to the sale.

### ARTICLE V

#### Membership Meetings

##### 5.1 How the Membership Can Legally Act

- A. The Membership may act only at a properly called Meeting of the Membership where a quorum is present. Fifteen percent (15%) of the current Membership shall constitute a quorum at a Membership Meeting. A member not in good standing (as defined by these bylaws at 3.1) shall be ineligible to vote upon any matter and shall not be counted toward a quorum.

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- B. There shall be no voting by proxy; nor shall a proxy be counted towards the establishment of a quorum. The existence of a quorum shall be established at the beginning of each meeting and is presumed valid until the meeting is adjourned.
- C. If a quorum has been achieved, any motion for consideration that is properly noticed before the meeting shall be approved by a majority vote of Members present except for motions affecting the Bylaws and Community Rules.
- D. The Bylaws of the Cooperative and the Community Rules shall be adopted or repealed by at least a majority vote of the total Membership of the Cooperative.
- E. The Bylaws and the Community Rules may be amended by a majority vote of the Members present at any Regular or Special Meeting at which a quorum is present, provided that notice of the proposed amendment shall be given in writing to all Members not less than ten (10) days prior to such meetings. After the ten (10) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.
- F. The Policies and Procedures of the Cooperative shall be adopted, amended or repealed by a majority vote of the Board of Directors at a regular or special meeting at which a quorum is present, except for those policies in bylaw 10.3 which require member approval.
- G. Any business required or permitted to be taken at a Membership Meeting may be taken without a meeting, by means of a ballot clearly stating a Board-approved motion. To be passed, the motion must be approved by a majority of the total Membership. A copy of the motion and vote must be kept on file with the Cooperative's Membership Meeting minutes. Notice that such an action took place, including the nature of the action, and the availability of the resolution shall be posted or otherwise published to the Members within three (3) days.

## 5.2 Annual Meeting

- A. The Annual Meeting of the Members shall be held in the **month of May** each year in Suncook (Allenstown/Pembroke, NH) or a place designated by the Board of Directors within 5 miles of the Community. An Annual Meeting of Members is to be held at least once a year.
- B. The Board shall give written notice of the Annual Membership Meeting not less than ten (10) calendar days nor more than forty-five (45) calendar days before the date that such a meeting is to be held. Such written notice shall be given in writing to each Member at his/her address, and posted and maintained at a common area, and shall state the place, day, and time of the meeting, as well as the agenda items or subject matter to come before it.
- C. The Annual Report to the Secretary of State, the report of the examination of the prior year's finances, and the proposed annual budget of the Cooperative shall be made available to each Member no later than ten (10) days before the Annual Meeting for approval by the Membership at the Annual Meeting.

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- D. The Board shall recommend for the approval by Membership the annual budget with proposed future rents. If Members, after meeting held or ballot conducted for said purposes, shall fail to approve a budget that meets all contractual obligations, the Board may approve such a budget without further vote of the Members.

### 5.3 Special Meetings of the Membership

- A. Special Meetings of the Membership may be called by the Board of Directors or by petition of at least one-tenth (1/10) of the Members. Such Member petition may be delivered to any Board Member. The Board shall set the date, place and time of the Special Meeting, to be held within thirty (30) days after receipt of such demand.
- B. The Secretary of the Cooperative shall deliver, or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than ten (10) days in advance of the meeting date. Business at a Special Meeting of the Membership is limited to the Scope of the Notice Provided.

## ARTICLE VI Board of Directors

### 6.1 Number and Term of Directors

- A. The Board of Directors shall consist of Five (5) Members who are in good standing with the Cooperative.
- B. Directorships will not be denied to any person on the basis of social, political, racial, color, national origin, religious, age, sex, sexual orientation, physical or mental disability, or familial or marital status. To be eligible to serve as a Director, an individual must be a resident homeowner of a manufactured housing unit in the Community and be a Member in good standing with the Cooperative.
- C. All Directors shall serve for a term of two years, except that at the first election, the Treasurer and Vice President will be elected for one-year terms. No Director may serve for more than three consecutive two-year terms, in any one office, or until their successors are duly chosen.

### 6.2 Election of Directors

- A. The Board of Directors shall be elected by the Membership at an Annual or Special Meeting of the Cooperative, or at a Special Meeting held in place thereof. All newly elected Directors will take office thirty (30) days after elections or at the next Board of Directors Meeting, whichever is first.
- B. Members shall elect Directors to each officer position as well as those Directors serving at large.
- C. A ballot provided on a form approved by the Board of Directors shall be used for the election of Directors. It shall clearly state the Director and Officer position to be filled and those nominees known in advance of the meeting. It shall also clearly state that other nominees may come from the floor. The ballots shall be sealed and opened at the Membership Meeting.

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- D. The Board of Directors may allow for an absentee ballot for the following reasons: hospitalization, shift work, infirmity, out of state. A request for an absentee ballot must be made in writing at least three (3) days before the meeting, if not the result of emergency circumstances. If the ballot is to be mailed, the Member must request it ten (10) days before the meeting. Absentee ballots may not be counted towards a quorum.
- E. No more than one person per household may sit on the Board.

### 6.3 Powers

- A. The Board of Directors shall be responsible for the day-to-day management and control of the Cooperative operations.
- B. No Director may act on behalf of the Cooperative unless duly authorized by the Board of Directors.
- C. Any matters outside of the ordinary course of business or that involve the sale or encumbrance of assets shall require Member approval. This section shall not apply to the sale of a manufactured home by the Cooperative arising from or pursuant to RSA 205-A:4-a; and shall not apply to a refinancing of a current loan which has been secured by an encumbrance on the assets of the Cooperative
- D. The Board of Directors may from time to time set up Committees and/or ad-hoc groups to work on specific responsibilities, with the Committee Members serving at the pleasure of the Board of Directors. These Committees will report to the Board of Directors and operate with only as much authority as granted by the Board. Further explanation of these Committees may be found in the policies of the Cooperative.

### 6.4 Resignation

Any Director may resign at any time by delivering written notice to the Secretary or President of the Board of Directors. Such resignation will take effect upon the later of receipt or the time specified in the notice.

### 6.5 Removal

- A. Any Director whose actions are determined to negatively affect the operation of the Cooperative may be removed by a majority vote of the Members present at any regularly scheduled or Special Meeting of the Membership where a quorum is present, provided that a (ten) 10-day notice of the impending vote has been given to the Director who may be removed. Said notice of a vote to remove shall only be made after:
  - I. If initiated by the Board of Directors – a majority vote of the Board of Directors where a quorum has been established, or
  - II. If initiated by a Membership Petition – after the Board of Directors receives a written petition requesting the proposed removal, signed by at least 10% of the Membership.

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- B. Said Notice shall clearly advise that, once a quorum is established, a majority vote of the Members present will be needed to remove the Director.
- C. The notice shall state the date, time and place of the meeting where said vote will be taken.
- D. If the Members' petition for removal of a Director does not state that the vote to remove is requested for the next Regularly Scheduled Meeting, or if the Board of Director lacks time to give the required Notice to the Director to be removed before the next Regular Meeting, then the Board of Directors shall take said Petition for Removal to also be a request for a Special Membership Meeting for said purposes, and proceed in accordance with these Bylaws regarding Special Meetings, and shall set the date, place and time of the Special Meeting, to be held within thirty (30) days after receipt of such Petition. The Cooperative shall deliver, or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than ten (10) days in advance of the meeting date.

**6.6 Vacancies**

Vacancies that result from resignation or other means may be filled by a majority vote of the Directors present at any Regular or Special Meeting of the Board of Directors. The Director so appointed shall serve the remainder of the unexpired term, which shall not be counted as a consecutive term for the purposes of Article 6.1 of these Bylaws.

**6.7 Compensation**

Directors shall serve without compensation but shall be entitled to reasonable compensation for expenses paid while conducting legitimate Cooperative business. Any expenses incurred must have prior approval by the Board of Directors. Receipts must accompany all requests for reimbursement. Directors may receive compensation for their freely executed contracts approved by the Board or Membership as the case may require, so long as the contract adheres to the Conflict of Interest Policy.

**ARTICLE VII**  
**Officers**

**7.1 Roster of Officers**

The Officers of the Cooperative shall consist of a President, Vice President, Secretary, Treasurer, Operations Manager, and any other designated position as decided by the Membership. All Officers are Directors of the Cooperative and must meet the requirements for being a Director set forth in Article 6.1.

**7.2 Election and Removal of Officers**

Officers and Directors shall be elected by the Membership, except for vacancies that result from resignation or other means which may be filled in accordance with bylaw 6.6.

**7.3 President**

The President shall serve as Chair and preside at all meetings of the Directors and Membership. He or she shall be responsible for general day-to-day administration according to the authority granted

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by the Board and the Membership. The President shall perform such duties prescribed by the Board or as necessary to accomplish the directives of the Board of Directors.

#### 7.4 Vice President

The Vice President shall preside at all meetings in the absence of the President and shall perform such duties delegated to him/her by either the Board or the President. He/she shall report on the activities of the President to the Board in the absence of the President.

#### 7.5 Secretary

The Secretary shall keep the records of the Cooperative and these Bylaws. Amendments to these Bylaws shall be typed, noted, dated and maintained with these Bylaws, and copies distributed to the Membership. He or she shall keep a true record of the proceedings of all meetings of the Directors and Members. If the Secretary is absent from any such meetings, the Chair may request that some person act as a recording secretary to take the minutes. The Secretary shall also be responsible for posting meeting notices, typing correspondence and maintaining and updating Membership and resident lists. The signature of the Secretary, or acting secretary, on minutes and actions of the Board shall serve as evidence of their authenticity.

#### 7.6 Treasurer

The Treasurer shall have charge of all the funds of the Cooperative and shall be responsible for all disbursements and collections. The Treasurer shall be responsible for maintaining all financial records of the Cooperative including previous fiscal years; financial reports, bank statements and returned checks, invoices, records and any and all other financial records. As a standard fiscal control, a Member of the Cooperative other than the Treasurer shall reconcile the Cooperative accounts each month. The Treasurer shall be responsible for having the books prepared for examination. The Treasurer may delegate any tasks to any Member of the Finance Committee or a contracted agent of the Cooperative.

#### 7.7 Operations Manager

The Operations Manager sits on the Maintenance Committee and is responsible for the effective upkeep of grounds and systems; developing services, standards, emergency and general repair procedures; maintaining a list of qualified trades people; obtaining bids, maximizing volunteer contributions, submitting a capital improvement plan and annual projected maintenance budgets.

#### 7.8 Powers

All Officers of the Cooperative shall, subject to these Bylaws and to any vote of the Directors, have such powers and duties as the Directors shall from time to time designate, in addition to the specific powers and duties set forth above.

### ARTICLE VIII Board Meetings

#### 8.1 Regular Meetings

Regular meetings of the Directors shall be held monthly. Notice of the time and place together with the agenda of the Board of Directors' Meeting shall be posted in a public place in the Community

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no less than three (3) days before the meeting. The Board shall have the sole discretion to establish the agenda for all regular meetings.

**8.2 Special Meetings**

Special Meetings of the Directors may be held at the call of the President or any two Directors. Written notice stating the place, day, hour, and agenda of any Special Meeting shall be posted in a common area and communicated personally to each Board Member not less than three (3) days before the date of the meeting. In an emergency situation, a shorter notice may be given, provided that the agenda for that meeting is limited to dealing with the emergency at hand and that all actions taken are ratified at a subsequent properly noticed meeting.

**8.3 Open Meetings**

Regular and Special Meetings of the Board of Directors shall be open to the Membership except when the Board moves to an Executive Session. Executive Sessions are used only for purposes of protecting a person's reputation and confidentiality, or to receive or discuss advice from legal counsel. A decision may not be made in Executive Session, where minutes are not kept. Decisions must be made in the form of a motion at a public meeting.

**8.4 Notice**

Written notice stating the place, day, hour and agenda of all Board Meetings, Regular and Special, should be posted in a common area no less than three (3) days before any meeting.

**8.5 Quorum**

At any meeting of the Board of Directors, a simple majority of the number of Directors then in office shall constitute a quorum for the transaction of business. A majority of those present must vote in the affirmative to pass a motion, once a quorum has been established. The Board of Directors may allow a Director to attend a meeting via telephone or electronic conferencing means for the following reasons: hospitalization, shift work, infirmity, out of state. In such a case, the Director is included in a quorum count.

**8.6 Action without a Meeting**

- A. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the written motion is approved and signed by all Board Members. Authority for such action commences when the last Director signs. A copy of the written motion with all signatures must be kept with the Board minutes.
- B. Notice that such an action took place, including the nature of the action, and the availability of the resolution shall be posted within three (3) days.

**8.7 Proxy Voting Prohibited**

Proxy voting is prohibited.

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**ARTICLE IX**  
**Indemnification and Bond**

**9.1 Indemnification**

- A. The Directors, Officers and Members shall not be personally liable for the debts, liabilities or other obligations of the Cooperative.
- B. Should any director, officer or employee of the Cooperative be threatened with suit, or be sued, the remaining members of the board of directors of the Cooperative shall refer the matter to an indemnification committee ("the Indemnification Committee"). The Indemnification Committee shall be chosen by the Cooperative's attorney and shall consist of three (3) disinterested individuals from the local legal and accounting professionals. The Cooperative's attorney shall serve as a non-voting chair of the Indemnification Committee. The Indemnification Committee shall vote whether or not to allow indemnification. The vote by the Indemnification Committee shall be by simple majority. In the event the Indemnification Committee votes to indemnify the said person ("the indemnified person") the indemnification shall be from any and all liability which the indemnified person becomes legally obligated to pay (either by suit or by settlement) including a judgment amount, settlement amount and reasonable attorney's fees and court costs. The Indemnification Committee may vote to indemnify the indemnified person hereunder only if it finds that the indemnified person (i) was a director, officer, or employee at the time of the act(s) or omission(s) giving rise to the claim; (ii) was acting in good faith, and was acting within the scope of his or her position, and (iii) acted in a manner which he or she reasonably believed to be consistent with the best interests of the Cooperative. Such indemnification shall not be available in a suit brought by the Cooperative against the said person for malfeasance, or breach of the said person's duties to the Cooperative. The indemnification hereunder shall apply regardless of whether the said person is sued or threatened with suit alone or in conjunction with others.

**9.2 Bond**

Each Officer, Director, employee, and agent handling funds or securities amounting to \$1,000 or more in any one year shall be covered by adequate bond in accordance with state law.

**ARTICLE X**  
**Operations**

**10.1 Signing of Documents**

Unless specifically authorized by the Board of Directors or as otherwise required by law, all final contracts, deeds, conveyances, leases, promissory notes, or legal written instruments executed in the name of and on behalf of the Cooperative will be signed and executed by two members of the Board of Directors. Notwithstanding anything else to the contrary contained in these Bylaws, all checks must bear the signatures as required by Section 10.2. The Board will authorize by written resolution all final documents to be so executed.

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**10.2 Disbursement of Funds**

- A. All checks drawn on Cooperative accounts shall bear the signature of at least two (2) of these three Officers: President, Treasurer, or Secretary. No more than one (1) individual from each Member household may have signing authority.
- B. Any decisions that may commit expenditures of Five Thousand Dollars (\$5,000) or more of Cooperative resources per Fiscal year, that does not appear in the approved annual budget, shall be made by the Membership at an Annual or Special Meeting of the Members. Capital Improvement and Replacement Reserve expenditures that exceed Ten Thousand Dollars (\$10,000) per Fiscal year, require the approval of the Membership except in cases of emergency repairs. The Board shall notify the Membership of such an emergency action at the next Regular or Special Meeting of the Membership.

**10.3 Ethics, Procurement and Conflict Of Interest:**

The Cooperative shall adopt, and all Director-Officers shall abide by a Code of Ethics, a Procurement Policy, and a Conflict of Interest Policy.

**10.4 Records**

The records of the Cooperative shall be kept by the Directors then in office and transferred to newly elected Directors upon change over.

**10.5 Inspection of Books and Records**

- A. Records of the Cooperative shall be open to the inspection of any Member at a reasonable time and place within 72 hours of a Member's request, limited to those items not protected for reasonable privacy concerns of Members, including but not limited to financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters. Any request to review all of the non-privileged records or what is considered to a large or extraordinary record request will not be governed by the 72-hour rule and shall be at the sole discretion of the Board of Directors.
- B. The Treasurer will make the Annual Financial Statements available to the Board within thirty (30) days of receipt.

**10.6 Fiscal Year**

The fiscal year of the Cooperative shall be the twelve (12) month period ending the last day of May of each year. The Cooperative shall cause its books to be examined within a reasonable time after the end of each fiscal year in accordance with the audit/review requirements of state law.

**10.7 Dissolution**

In the event of dissolution of the Cooperative, the assets, after payment of the Cooperative's debts and expenses, shall be distributed in the following manner:

- I. The face value, or the amount equal to the Membership Fee paid minus any outstanding obligation to the Cooperative, whichever is lower, shall be returned to the Members.

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- II. Any surplus remaining after the distributions in paragraph I may be distributed as a contribution to any Cooperative association or other nonprofit association to which contributions are deductible from income tax under current internal revenue service regulations.

**ARTICLE XI**  
**Rules of Procedure**

In case of any question not covered in these Bylaws or adopted Board policies, the guidelines in The Standard Code of Parliamentary Procedure, Fourth Edition, by Alice Sturgis, 2001 shall prevail.

**CERTIFICATION**

I hereby certify that these Bylaws were adopted by the Membership of Bear View Crossing Cooperative at its meeting held on June 19, 2019.

Ruth Kirkhuff

Name: Ruth Kirkhuff  
Secretary of the Cooperative

Amended on \_\_\_\_\_(date)

**NOTE: A copy of the International Cooperative Principles must be attached to these Bylaws**

- This is the end of the main Bylaws document.  
The International Cooperative Principles, which are an additional part of the Bylaws, are attached. -  
*(Each page should show date of approval or when amended)*

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## International Cooperative Alliance Principles

### 1st Principle: Voluntary and Open Membership

Co-operatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.

### 2nd Principle: Democratic Member Control

Co-operatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the membership. In primary co-operatives members have equal voting rights (one member, one vote) and co-operatives at other levels are also organized in a democratic manner.

### 3rd Principle: Member Economic Participation

Members contribute equitably to, and democratically control, the capital of their co-operative. At least part of that capital is usually the common property of the co-operative. Members usually receive limited compensation, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all of the following purposes: developing their co-operative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the co-operative; and supporting other activities approved by the membership.

### 4th Principle: Autonomy and Independence

Co-operatives are autonomous, self-help organizations controlled by their members. If they enter to agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their co-operative autonomy.

### 5th Principle: Education, Training and Information

Co-operatives provide education and training for their members, elected representatives, managers, and employees so they can contribute effectively to the development of their co-operatives. They inform the general public - particularly young people and opinion leaders - about the nature and benefits of co-operation.

### 6th Principle: Co-operation among Co-operatives

Co-operatives serve their members most effectively and strengthen the co-operative movement by working together through local, national, regional and international structures.

### 7th Principle: Concern for Community

Co-operatives work for the sustainable development of their communities through policies approved by their members.

These principles can be found on the International Cooperative Alliance website at <http://ica.coop/en/what-co-op/co-operative-identity-values-principles>.

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## **Community Rules**

Bear View Crossing Cooperative, Inc.

A Resident-Owned  
Community

Owned and operated by  
**Bear View Crossing Cooperative, Inc.**

## Introduction

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community's appearance and its reputation in the community at large.

*The Board of Directors*



IMPORTANT NOTICE REQUIRED BY LAW

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING PARK. THE LAW REQUIRES ALL RULES OF THIS PARK TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS PARK GIVES YOU 90 DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS PARK AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE PARK AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE PARK PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE PARK. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN 30 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS PARK, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.

IF THIS PARK WISHES TO EVICT YOU, IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS HOUSEHOLD MEET THE RULES OF THIS PARK. YOU MUST NOTIFY THE PARK IF YOU INTEND TO SELL YOUR HOME. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE PARK.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED, *RSA 205-A*, MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, 33 CAPITOL STREET, CONCORD, NEW HAMPSHIRE 03301 OR MAY BE ACCESSED FROM THE GENERAL COURT WEBSITE FOR THE STATE OF NEW HAMPSHIRE.

## I. GENERAL RESPONSIBILITIES

- 1) The cooperative is responsible for:
  - All underground utilities
  - Snowplowing of roads
  - Maintenance of roads and common areas
  - Trees
  - Enforcement of the Community Rules of the co-op
  - Trash removal
- 2) The homeowner is responsible for:
  - Hooking up the home to utilities and maintaining connections
  - Upkeep of their lot
  - The care, maintenance and snow removal of their own walk-ways and driveways.
  - Water and sewer fees to Allentown and Pembroke
  - Obeying Community Rules
  - Payment of lot rent on time
  - Prominently displaying the street number on the front of the home for emergency location (911)
  - All state or local taxes on the home. You may not remove your home unless all taxes are paid and a copy of the permit from the local governing body allowing removal of the home is given to the co-op.
- 3) **All homeowners are liable for damages, injury or loss incurred in their home and on their lot. Homeowners are required to carry homeowner's insurance.**
- 4) Discharge of firearms, BB guns, archery equipment, paint ball guns, fireworks and any other dangerous weapon is strictly prohibited. This is a life safety issue!
- 5) **Fine structure for Rule Violations is outlined on page 12. Please review.**

## II. OCCUPANCY

- 1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Cooperative's Bylaws. In order to promote the safety of the

homeowners and make a fair distribution of services, the maximum number of adults allowed per bedroom is two.

- 2) All lot rents are due on the first (1<sup>st</sup>) day of the month. There is a twenty-five dollar, (\$25.00) late charge for rent received after the seventh (7<sup>th</sup>) day of each month. Late fees are considered additional rent hereunder.
- 3) Cash is not acceptable for payment of rent. A returned check fee will be assessed fifteen dollars, (\$15.00) over the current bank fees per check. No re-deposits will be made. Non-Members will pay two hundred dollars, (\$200.00) above the current Member lot rent.
- 4) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in one-month additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the cooperative as a condition of allowing the home to remain in the community.

For a period of thirty (30) days following the delivery of the notice to the Board, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual. Provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.

A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

If the Cooperative is owed money by the resident, the Board of Directors will sign a deed (within 15 days as required by RSA 477:44), as requested but may insist that the deed be transmitted directly to the escrow or closing agent with a Notice of Lien (pursuant to RSA 205-A:4-a) on the resident's home for those amounts due and owing the Cooperative. The deed should only be recorded upon payment to the Cooperative of all outstanding balances due to the Cooperative, if not the Buyer will be on notice of the lien and the Cooperative may collect it against the home despite the transfer.

a) For sales of homes:

- i) The letter will contain the agent's name, telephone number, and address;
- ii) The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement;
- iii) An inspection of the lot will be conducted in compliance with RSA 205:A-2:f.

b) For removal of homes:

- i) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full;

- ii) A copy of the permit to remove is given to the Board of Directors prior to removal;
  - iii) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
  - iv) The homeowner must provide the Cooperative with a copy of proof of insurance for all contractors and sub-contractors prior to the commencement of on-site work.
- c) For homes to be moved in:
- i) The Board of Directors requires written approval of all new homes prior to delivery;
  - ii) No used homes will be moved into the community
  - iii) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority;
  - iv) All work must meet the minimum standards set by the State of NH Manufactured Housing Installation Standards Board, RSA 205 D:20, part 603.
  - v) The homeowner must provide the Cooperative with a copy of proof of insurance for all contractors and sub-contractors prior to the commencement of on-site work.
- 5) Only those in-home businesses that do not create additional traffic, noise, or odor or the unreasonable use of water, sewer and/or septic to the community are allowed.
- 6) Sewer systems are not to be used for disposal of grease, cigarettes, condoms, feminine napkins or tampons, children's toys, diaper wipes, diapers, non-bathroom tissue or bio-hazard material. **As a co-op Member, you are an owner of our systems and premature failure of the system is a costly expense that could increase our rent.** If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner will be responsible for the entire cost of the repair.
- 7) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. If using heat tapes, the homeowner is required to inspect and plug them in each year in the fall. The cooperative reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. **If the damages to the co-op's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.**
- 8) Notify the Board of Directors if there are any additions of occupants in your home that exceeds thirty (30) days. In all cases, the total number of occupants shall not exceed the Cooperative's established occupancy limits. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an

occupant, but not to sign as a party. Each additional adult Occupant must be screened using the co-op's Criminal Background Criteria.

- 9) All homeowners are responsible for the actions of their guests, Members of their household and their pets. Community Rules apply to all guests and invitees, as well as the homeowner household.
- 10) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
- 11) Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free Community. Use, sale giving of illegal drugs to others in this community is prohibited and may be cause for immediate eviction and/or expulsion.
- 12) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10 PM to 7 AM.
- 13) The Homeowner owns and is responsible for all repairs and maintenance of any Above ground fuel-Storage Tank (AST) on Member's lot. All ASTs shall be in compliance with the National Fire Protection Association Chapter 31, State Fire Code and the Best Management Practices as published by the New Hampshire Department of Environmental Services (DES) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Cooperative Board of Directors may be replaced by the Cooperative at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents under RSA 205-A:4-a. Screening the tank from view is required and should be constructed according to rules set forth in Section III: Buildings and Structures, Number 5.

### III. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted or stained in a manner in keeping with the general appearance of the community.
- 2) Accessory buildings, porches and decks are to be kept painted or stained, except for pressure treated wood, and in good repair so the appearance of the home and lot are attractive overall.
- 3) Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on opening side and in accordance with the town's building code.
- 4) Only one utility building is allowed. Metal buildings are permitted. Any new structure is to comply to the following standards:
  - a) may not exceed 12' X 12'

- b) the roof is pitched and the structure, doors and windows kept in good repair and are able to be closed
- 5) **All buildings, additions, porches, sheds, radio towers, children's play facilities, and decks are to have prior written approval by the Board of Directors, who must sign the Permit Request. Said structures are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the Town's building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.**
- 6) Trampolines are strictly prohibited.
- 7) Pools that exceed 12" in height are not allowed. Pools must be emptied and turned over after each use (overnight).
- 8) Commercial signs are not allowed.
- 9) A commercial "For Sale" sign or a "For Sale by Owner" sign may be posted on the lot when homes are for sale.

#### IV. SITES

- 1) Freestanding clotheslines are permitted in the back yard or side yard out of sight from the street. Stringing lines between trees and/or the home is not permitted.
- 2) Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible.
- 3) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed. If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the owner's expense.
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.
- 5) Outside burning of leaves, rubbish, etc. is not permitted. Gas and charcoal grills are permitted but permanent fireplaces and barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
- 6) Fences may be used for decorative purposes only and no higher than four (4) feet. Lot perimeter fences are not allowed. DIGSAFE must be called and plans submitted to the Board of Directors for approval prior to installation.
- 7) The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask before you dig or plant! DIGSAFE regulations apply. The homeowner is responsible for any damage.

- 8) **Prior written approval** by the Board of Directors for planting and replacement of any trees and shrubs is required. Light trimming of trees may only be done on ones own lot.

## V. VEHICLES

- 1) Motor vehicles must be registered and inspected.
- 2) No vehicle repair or fluid changing is to be performed in the community. Tire changes and minor actions such as adding windshield fluid are permitted.
- 3) Parking spaces will be allocated to each home. There is no parking on lawns. Parking is allowed on the streets as long as it does not block another homeowner's driveway, snow plowing or emergency vehicles. No overnight parking on the street is allowed.
- 4) Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used in the community. All recreational vehicles must be trailered to any recreational area.
- 5) There is to be no racing or inappropriate use of any vehicles in the community.
- 6) **The speed limit is fifteen (15) MPH.**
- 7) Boats, campers, RVs and ATV vehicles may be parked in the compound with the prior written approval of the Board of Directors. These vehicles must have current registration and inspection and be in good repair. These vehicles must be parked in the assigned numbered space. Vehicles not meeting these requirements must be removed.
- 8) Commercial vehicles will be parked in the visitor parking.
- 9) Tractor trailers are strictly prohibited from parking in the community.

## VI. ANIMALS

*While the Members of this community understand that animals are personally pleasurable and important, not everyone likes the same pets. The following rules are intended to create a healthy environment for everyone.*

- 1) Domestic pets are allowed in this community with restrictions. All domestic pets are required to have proper and timely immunizations. All dogs must be licensed according to the town of Allentown regulations. The homeowner shall, upon request, provide to the Board of Directors, a signed letter or other document from a licensed veterinarian showing these actions have been taken.
- 2) Farm animals, including but not limited to, cows, chickens, horses, sheep, goats, pigs and the like, and wild animals, may not be kept or raised on Cooperative property, either as pets or for any other reason.
- 3) These dogs are prohibited:
  - a) Any dog with a history of aggressive behavior, biting or attacking other domesticated animals.
  - b) Any dog disallowed by the homeowner's insurance

- c) Any animal that is on a list of prohibited pets, if provided by the co-op insurance company
- 4) Permitted dogs will either be restricted to their lot, within a fence or walked on a leash no longer than 25 feet. A barking dog may not be left outside for longer than ten minutes. Dogs must not be left unattended.
- 5) Cats are allowed to roam free provided they are not damaging any property of another homeowner. Should this occur, the homeowner will remove the pet or confine it to the inside of the home.
- 6) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner. All complaints will be referred to the Board of Directors.
- 7) Residents may apply for an exception to the "VII. Animal section of the Community Rules" by submitting a Request for A Reasonable Accommodation.

#### VII. REQUESTS FOR REASONABLE ACCOMODATIONS

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a Reasonable Accommodation to any Member of the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled Board Meeting. Any exception that is granted by the Board shall be subject to revocation at the sole discretion of the Board.

#### VIII. ATTORNEY'S FEES AND COSTS

In the event any legal action is commenced by the cooperative to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the cooperative. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the cooperative. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the cooperative shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

In the event a legal action is commenced against the Cooperative by a homeowner and the Cooperative prevails in said action or the action is withdrawn by the homeowner,



the homeowner shall be required to reimburse the Cooperative in defending such action. In no event shall the Cooperative be responsible for paying the homeowner's legal fees. This is justified since the homeowner is a Member of the Cooperative and a partial owner of the Cooperative. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

#### IX. SEVERABILITY

Should any Rule, or part of a Rule, be found to be illegal, invalid and/or unenforceable, in whole or in part, by a court of competence jurisdiction or authorized local, state or federal agency, the remaining Rules, or the remaining part of the Rule affected by the invalidity, shall be unaffected and shall remain fully enforceable.

#### X. LIABILITY AND INDEMNITY

The Homeowner and his or her family members, guests, and invitees (collectively, "the Homeowner") shall indemnify and hold the Cooperative, its Board of Directors, Members, representatives, and agents (collectively, "the Cooperative") from any and all liability, loss and damage, including but not limited to, bodily injury, illness, death or property damage which the Cooperative becomes legally obligated to pay, including reasonable attorneys fees and court costs, as a result of claims, demands, judgments or costs against the Cooperative arising out of the Homeowner's use or occupancy of the Homeowner's lot or any Cooperative property, including but not limited to, park streets and roads, caused by or arising from the negligence, fault or liability of the Homeowner or third parties, whether such negligence, fault or liability is sole, joint or several. The Homeowner's indemnification obligation hereunder shall include, but not be limited to, any and all liability, loss and damage arising from (i) the installation, use or maintenance of above ground fuel-storage tanks and any and all hazardous waste claims associated with the same; (ii) the keeping of pet(s) and (iii) the installation, use or maintenance of plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, or electrical lines, in, above, upon or about Homeowner's lot or Cooperative property. The Cooperative shall not be liable to Homeowner for any liability, loss and damage arising from the acts or omissions, whether negligent or intentional, of other homeowners/occupants, Members, and their family members, guests, and invitees. The Homeowner shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by Homeowner's improper use thereof. Nothing herein shall be deemed to release the Cooperative from its intentional or grossly negligent acts or omissions.

The Cooperative shall not be responsible for claims or damages that may be caused by the re-entering and taking of possession by the Cooperative of the Homeowner's lot or

house, as the case may be, under these rules and regulations or the laws of the State of New Hampshire regarding evictions.

**Fine structure:**

After 1<sup>st</sup> notice, if not corrected - \$25

After 2<sup>nd</sup> notice, if not corrected - \$50

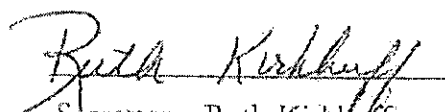
After 3<sup>rd</sup> notice, if not corrected - \$100

Bear View Crossing Cooperative Community Rules

Total 12 Pages – Approved on July 14, 2019

By the Membership

The foregoing is a true and accurate account, attested by,

  
Secretary – Ruth Kirkhuff

Bear View Crossing Cooperative, Inc.  
Board of Directors Code of Ethics

Article I

A board member has a duty of good faith, obedience and loyalty to the cooperative.

This means that in an official capacity:

- ✓ A board member must act in the co-op's best interests.
- ✓ A board member may not use the position for personal gain or to give advantage to friends, family or business associates.
- ✓ A board member must serve the interests of all members fairly and impartially and is accountable to the members of the cooperative.
- ✓ A board member has a duty to act within the boundaries of his or her authority as defined in the articles of incorporation, bylaws and policies of the cooperative.
- ✓ A board member has a duty to participate in the operations of the cooperative.
- ✓ A board member's authority is limited to those acts that are transacted during the course of a duly-called meeting of the board of directors with a quorum present, unless specifically empowered to act outside a meeting by the board, policies or regular requirements of his/her office.
- ✓ A board member has a duty to disclose every personal conflict of interest to the cooperative.

Article II

A board member has a duty to use care when carrying out official acts.

This means that in an official capacity:

- ✓ A board member is required to act honestly, with the care that a reasonable person in a similar position would use under similar circumstances.
- ✓ A board member should do his or her best to keep apprised of legislation or regulations that affect the cooperative and advocate that the cooperative comply with applicable laws, codes, bylaws, contracts, budget, and occupancy agreements to which the cooperative is bound.
- ✓ A board member should seek the advice of experts in areas of competence in which that director has not been trained.
- ✓ A board member is entitled to rely on legal opinions, financial statements and other information related to matters that the board member reasonably believes to be accurate.

### Article III

Board and committee members have a duty to hold confidential information learned while performing official duties.

This means that in an official capacity:

- ✓ A board member may not divulge or otherwise use for personal gain any **personal information** learned during the performance of official duties as a board member.
- ✓ A board member must hold confidential all matters involving the cooperative until such time as there has been general disclosure of that information.
- ✓ Board and committee members must be authorized by the board before having access to the **personal files, credit or financial records** of a member or applicant.
- ✓ Board and committee members have a duty to protect the confidentiality of **information** learned during the applicant screening process and information learned during executive session, and must not reveal **confidential bidding information** from contractors or provide unauthorized information to bidders about the review of the bids.

*The Board of Directors Code of Ethics is adapted and used with permission from the National Association of Housing Cooperatives.*

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Ruth Kirkhuff, Secretary

## Bear View Crossing Cooperative Inc. Procurement Policy

The following policies and procedures shall be followed when a cooperative purchases equipment, materials, supplies, property, or services from an outside source.

### I. General Policy

- A. **No Conflict of Interest.** All Directors, employees, or agents who participate in the selection or acceptance of a contract for equipment, materials, supplies, or services must comply with the cooperative's conflict of interest policy. No director, employee, or agent will participate in the selection or acceptance of a contract involving a conflict of interest without the approval of the Board. "Conflict of interest" includes situations in which the employee, family member, or Board member has a financial interest in the business or individual selected for the contract.
- B. **No Purchase of Items for Personal Use.** No director, employee, or agent who participates in the selection or acceptance of a contract for equipment, materials, supplies, or services shall use such items for personal use.
- C. **No Receipt of Gratuities.** No director, employee, or agent shall solicit or accept gratuities, favors, or anything of value from contractors, potential contractors, or parties to agreements with the cooperative.
- D. **No Purchase of Items Not Approved in the Budget.** No director, employee, or agent shall solicit or accept any equipment, materials, supplies, or services that have not been approved by the Board of Directors in the annual budget without prior approval of the Board, or the Membership according to Corporate Bylaws.
- E. **Document Cost Analysis.** The cooperative shall conduct a cost analysis and document the analysis in the procurement files in conjunction with every purchase, which may include but is not limited to an internet search, calling several retailers, comparison of retailer advertisements, etc. The procurement file should include a justification for the lack of competition if competitive bids or offers are not obtained.
- F. **Contract with Winning Bidder.** If a contract is competitively bid, the cooperative will enter into a contract with the winning bidder that specifies the equipment, materials, supplies, property, or services to be purchased and the payment terms.
- G. **Evaluate Each Contractor.** The cooperative will evaluate each contractor at the completion of each contract. The evaluation will be utilized to make decisions to award future contracts.

### II. Acquisition Procedure

The cooperative will conduct all procurement transactions in a manner that maximizes opportunities, increases quality, and reduces the cost of purchase. The cooperative reserves the right to reject any bids or offers, if deemed to be in its best interest.

- A. **Pricing Procedures.** One of the following procurement procedures shall be utilized for all purchases of equipment, materials, supplies, property, or services involving amounts over \$500:

1. **Open Market Inquiry.** The cooperative will inquire in the open market to ensure an advantageous price and quality. The file shall document the inquiries made and offers received.
  2. **Request for Competitive Quotes.** The cooperative will request competitive quotes, orally or in writing, from at least three different sources. The file shall document each invitation made and offer received.
  3. **Formal Proposal Procedure.** The cooperative will solicit competitive responses through a formal bid procedure. Bids will remain sealed until the time designated in the proposal. All requests for proposals shall contain the phrase "Equal Opportunity Employer."
- B. **Document Prices.** The cooperative shall maintain files on all quotations solicited and offers or bids received and any criteria for selection. In all instances in which the lowest bid is not awarded in the contract, justification for the selection must be contained in the file.

### III. Property and Equipment Policy

When purchasing property (both real estate and equipment), the following procedures must be followed:

- A. **Title in the Name of the cooperative.** All property purchased belongs to the cooperative and title vests with the cooperative.
- B. **Property Inventory.** A list of all property owned by the cooperative shall be kept showing the type of property, identification number, original cost, and depreciated value. The inventory list must be completed at the time of purchase and annually at the end of the cooperative's fiscal year.
- C. **Insurance Coverage.** The cooperative will maintain insurance coverage for all property owned by the cooperative and maintain documentation of each policy in a safe deposit box.

This policy was approved and adopted by the Membership on June 19, 2019.

The foregoing is a true and accurate account, attested by,

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Ruth Kirkhuff, Secretary

## Bear View Crossing Cooperative, Inc. Conflict of Interest Policy

A conflict of interest is defined as a financial interest or an employment relationship that may, or may appear to, differ from the best interests of the co-op. For the purposes of this policy, a transaction is deemed to present a conflict if it *might* present a financial or other benefit to a member or director or to the person's family, business associate(s) or employer.

This policy statement discourages, but does not prohibit, the existence of conflicts of interest. The policy does, however, require the Members or Board of Directors of the co-op to consciously act on any identified conflicts of interest and to determine what is in the best interest of the co-op without the interested member or director present. Where conflicts are permitted regarding any business relationship, such relationships shall be at competitive fees.

### Duty to Disclose

Any possible conflict of interest on the part of any member or director of the co-op shall be disclosed in writing to the Membership or Board of Directors, depending on which group is voting on the matter, and established on the record in the meeting minutes.

### Contracts

Members and Directors may receive compensation for their freely executed contracts approved by the Board or Membership as the case may require, so long as the contract is approved in compliance with this conflict of interest policy.

### Voting Requirements

If the contract involving a member or director exceeds \$100 but is less than \$2000 in any fiscal year, a vote of the Board of Directors, with the involved member neither taking part in the deliberation nor voting, is required for approval. Any member or director having had a similar conflict of interest in the last 12 months should likewise not participate.

If the transaction is \$2000 or greater, a majority vote of the Members present at a regularly scheduled or Special Meeting of the Membership where a quorum has been established, is needed to approve the transaction, with the involved member not present and not voting.

Notice of the transaction shall appear as a note in the Annual financial statement of the co-op.

### Reimbursed Expenses

Directors serve without compensation but are entitled to reasonable compensation for expenses paid while conducting legitimate Cooperative business. Any expenses incurred must have prior approval by the Board of Directors. Receipts must accompany all requests for reimbursement.

This policy was approved and adopted by Membership June 19, 2019.

The foregoing is a true and accurate account, attested by, \_\_\_\_\_  
Ruth Kirkhuff, Secretary

*This template is provided as a starting place for co-ops. As template each co-op has its own need, developing Bylaws appropriate for your community requires the considered attention of a group of co-op Members, aided by someone with by-law experience, and concluding with legal review to assure compliance with RSA 301-A, and the Cooperative's Articles of Incorporation.*



# COMMUNITY LOAN FUND

Opportunity. Investment. Impact.

New Hampshire Community Loan Fund  
7 Wall Street, Concord, NH 03301  
Phone: (603) 224-6669 | Fax: (603) 225-7425  
www.communityloanfund.org

June 12, 2019

*APPROVED TO  
RELEASE PER  
M. J. [Signature]*

Russ Raymond, President  
Bear View Crossing Cooperative, Inc.  
10 Roland Drive  
Allentown, NH 03275

Dear Russ:

I am pleased to inform you, the Directors, and the Membership of Bear View Crossing Cooperative, Inc. ("Cooperative" and "Borrower") that the New Hampshire Community Loan Fund, Inc. ("Lender") has approved the request from the Cooperative for two (2) loans as further described below ("Loans") for the purpose of acquiring the Holiday Acres Mobile Home Park located at 123 Granite Street, Allentown, NH. This commitment is subject to the following terms and conditions:

1. **Borrower:** Bear View Crossing Cooperative, Inc.  
10 Roland Drive  
Allentown, NH 03275
2. **Loan Amounts:**
  - i. Up to Four Million Nine Hundred Thousand Dollars (\$4,900,000.00) ("Loan 1"); and
  - ii. Up to One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) ("Loan 2").
- 3.
4. **Term:** The maturity term of each of the Loans shall be ten (10) years.
5. **Interest Rate:**
  - i. Loan 1: the promissory note shall bear a fixed interest rate of five and one-quarter percent (5.25%) per annum.
  - ii. Loan 2: the promissory note shall bear a fixed interest rate of zero percent (0.00%) per annum.
  - iii. Upon the occurrence of an Event of Default (as defined in the Promissory Notes, Loan Agreements, or any other loan documents) the Borrower shall pay interest on Loan 1 at a fixed interest rate of seven and one-quarter percent (7.25%) per annum, and on Loan 2 at a fixed interest rate of two percent (2.00%) per annum (the "Default Interest Rates").



6. **Payment Schedule:** All payments are due on the 15<sup>th</sup> of each month.
  - i. **For Loan 1:** The Borrower shall make an initial payment for interest accrued from the date of closing through the 14<sup>th</sup> of the month following closing, if applicable. Thereafter, the Borrower shall make regular monthly payments of interest-only in the amount of up to \$21,437.50. One final balloon payment of all outstanding principal and interest shall be due on the maturity date.
  - ii. **For Loan 2:** The Borrower shall make regular monthly payments of principal-only in the amount of \$3,854.17. The principal payments for Loan 2 shall be based on a 40-year amortization schedule. During the term of Loan 2, net proceeds from the sale of homes purchased at the time of acquisition of the park shall be applied to loan principal. One final balloon payment of all outstanding principal shall be due on the maturity date.
  
7. **Direct Loan Payment Plan:** The Borrower shall enroll in the Lender's Direct Loan Payment Plan to have each regular monthly loan payment automatically electronically debited from the Borrower's checking or savings account. In the event the debit transaction cannot be processed due to insufficient funds (NSF) in the Borrower's checking or savings account, the Borrower shall be subject to an NSF charge that may also be debited from the Borrower's account. If 2 NSF events occur in any 12-month period, the Borrower's eligibility to participate further in the Plan may be revoked at the discretion of the Lender. The Borrower is solely responsible for notifying the Lender in writing at least 15 days prior to a scheduled payment if there is a change of account that is being used for the electronic debit transaction.
  
8. **Use of Proceeds:** Funds will be advanced under this commitment to allow the Borrower to purchase Holiday Acres Mobile Home Park in Allenstown, New Hampshire, payoff Lender Loan No. B-882, B-883, and B-884, fund miscellaneous closing costs and fees, Defeasance Fees and Yield Maintenance Premiums, due-diligence compensation to seller, home inventory purchased from seller, Lot Set-up Costs to seller, and other costs associated with the acquisition loan closing, and to pre-fund the Reserve Accounts in the required amounts for Working Capital, Tax Escrow, Priority Improvements, and Capital Improvements.

Loan 1 and Loan 2 are contingent on each other, and each must be accepted by the Borrower and close simultaneously.

9. **Collateral Security:**
  - i. Loan 1 shall be secured by a second real estate mortgage and security agreement and collateral assignment of leases and rents on the property known as Holiday Acres Mobile Home Park, 123 Granite Street, Allenstown, NH ("Property"). The real estate mortgage for Loan 1 shall be junior only to a first real estate mortgage on the Property in the amount of up to Thirteen Million Five Hundred Ninety Thousand Dollars (\$13,590,000) to Provident Bank of Amesbury, Massachusetts, on terms and conditions acceptable to Lender in its sole discretion; and
  - ii. Loan 2 shall be secured by a third real estate mortgage and security agreement and collateral assignment of leases and rents, on the Property. Loan 2 shall be junior only to the above-referenced Provident mortgage in first position and the above-referenced Loan 1 mortgage in second position, as described above.
  
10. **Late Payment Fee:** A late fee equal to five percent (5%) of the monthly principal and interest payment will be assessed on any payment received by the Lender more than ten (10) days after the payment due date.
  
11. **Prepayment Penalty:** There is no prepayment penalty.
  
12. **Debt Coverage Ratio:** The Borrower shall maintain, for the life of each Loan, a minimum annual debt service coverage covenant of 1.05%. A minimum debt service coverage covenant is defined as: (the sum of after-tax net profit plus depreciation and amortization plus interest expense plus/minus extraordinary income/expenses but after the required transfers to the capital improvement reserve) divided by (the sum of interest expense and current maturities of long term debt). The Borrower's compliance with the covenant shall be tested annually.
  
13. **Legal Documentation:** The Borrower agrees to provide the Lender with all necessary documents if requested. A Mortgage and Security Agreement, a Collateral Assignment of Leases and Rents, a Loan Agreement and Promissory Note for each of these Loans will formally establish the full terms of the commitment letter as well as other terms and conditions which the Lender may deem appropriate.
  
14. **Title Insurance:** Title to the Property must be clear and marketable. Lender's title insurance in the amount of the Loans is required and must be paid for by the Borrower.

15. **Services Contract and Fee:** The Borrower shall pay: (a) At closing the Borrower shall pay a Pre-purchase Technical Assistance & Training Fee of \$270,000 to Lender, which is equal to 1.50% of the purchase price of the community, and (b) on an annual basis, the Borrower shall pay a training fee of \$7,176.00 to the Lender for the term of the Services Contract (life of the Loans). This fee is based on a \$2.00 per unit, per month charge. This fee shall be paid in monthly payments of \$598.00 each, and paid in conjunction with each monthly payment due.
16. **Other Fees:** All legal and other fees incurred by the Lender in connection with the closing of the Loans, shall be the responsibility of the Borrower.
17. **Financial Reports and Minutes:** The Borrower shall furnish the Lender monthly with the following:
  - Copies of Attested Minutes for all Board and Membership Meetings
  - Reports of Cash Account Balances and Delinquent Rents
  - Monthly Operating Budget Variance Reports.

The Borrower shall furnish the Lender with the following within 30 days of the Borrower's Annual Meeting:

- Annual Budget
- Updated Capital Improvement Plan.

In addition, within 120 days of the Borrower's Fiscal Year End, the Borrower shall also provide the Lender with the following:

- Annual Financial Statements prepared in accordance with NH RSA 301-A:30
- Federal and State Corporate Tax Returns.

The Borrower shall furnish the Lender with the following prior to closing and within 30 days of any modification:

- Article of Incorporation
- Copies of Attested Bylaws
- Copies of Attested Community Rules
- Certificate of Good Standing from NH Secretary of State

18. **NH Secretary of State's Annual Report:** The Borrower shall, per the requirements of NH RSA 301-A:31, prepare and submit to the Secretary of State a report of its condition, signed under the penalties of perjury by the president or treasurer. Such report shall be made on or before April 1 of each year; provided,

however, that any association that has received its certificate of organization at any time between December 1 of the preceding year and April 1 shall not be required to file an annual report during that year. The annual report shall be made on forms prescribed and furnished by the Secretary of State on request, and the information in the report shall be given as of the preceding January 1.

19. **Training and Education:** The Borrower shall commit itself to continuing education and training of its Board of Directors, committees, staff, and members in cooperative management, park operations, and other areas as needed. At the Lender's discretion, the Lender's staff and/or agents will attend the Borrower's Board of Directors, membership and committee meetings, as needed.
20. **Insurance:** Borrower shall provide to Lender evidence of hazard insurance coverage in an amount sufficient to cover the replacement cost of the insurable property, evidence of liability insurance coverage on the Park in the amount of \$1,000,000.00, evidence of flood insurance if the insurable property is located in or ever becomes designated to be in a Special Flood Hazard Area, and evidence of bonding insurance for anyone handling more than \$1,000.00 of the Cooperative's funds, all to be provided to the Lender prior to closing the Loans and annually thereafter by the Cooperative, or as Lender may from time to time request. The New Hampshire Community Loan Fund, Inc. shall be designated as second mortgagee and third mortgagee, respectively, and as loss payee and additional insured on all such policies for the life of the Loans.
21. **Management:** Borrower shall maintain a professional management company for the operation of the Bear View Crossing Cooperative, Inc. while any funds are due to Lender under the Loan Documents. The Loan Agreement and other Loan Documents will contain various requirements for the management and operation of the Cooperative and the Property. These shall include, but shall not be limited to a requirement whereby Borrower agrees that if Lender, during any time during the term of the Loan Documents, determines that the Borrower is in danger of default of the Loan or the Loan Documents, or Borrower is in danger of insolvency, the Lender may exercise its rights to employ or cause to be employed a management company to oversee monthly lot rent collections, disbursements, and to perform any other management operations necessary to cure the problem. The Lender may also initiate a monthly resident lot rent increase or other charges to cover management costs. At any time that Lender exercises the rights under this Section, then Borrower will pursue every reasonable course of action within its ability to assist Lender and the management company in preserving the financial viability and integrity of the Park.

22. **Treatment of Manufactured Housing "Rental Homes"**: The Borrower shall commit to create and adopt a plan for turning any rental homes owned by the Borrower on the Property into home ownership opportunities. Any such rental homes owned by the Borrower on the Property that are subject to pre-existing rent-to-own agreements will have the terms of such agreements honored by the Borrower or the said agreements will be converted to traditional mortgages.
23. **Completion of Recommended Work**: Upon receipt by the Borrower of copies of the Property Conditions Report and the Phase I Environmental Site Assessment, it shall develop a Capital Improvement Plan. The Borrower warrants and represents to the Lender that the Borrower shall comply with all the immediate or priority recommendations of the reports within the timeframes contained therein, and further warrants and represents the the budgets, which shall be presented to the Lender prior to closing, shall contain adequate funding to comply with all the recommendations.
24. **Working Capital Account**: The Borrower shall establish a Working Capital Account and deposit funds into said account on a monthly basis so that the minimum aggregate balance at any one time is equal to one month's operating expenses. An initial minimum deposit of \$150,000 shall be deposited at closing. Borrower shall maintain the Working Capital Account for the life of the loan. Proof of monthly deposits and maintained minimum balance shall be evidenced by Borrower submitting copies of monthly bank statements to the Lender.
25. **Real Estate Tax Account**: The Borrower shall establish a Real Estate Tax Account and deposit funds into said account on a monthly basis; deposits shall be equal to 1/12<sup>th</sup> of the annual tax payment due on the Property for each year. Borrower shall maintain the Real Estate Tax Account for the life of the loan. Proof of monthly deposits and maintained balance shall be evidenced by Borrower submitting copies of monthly bank statements to the Lender.
26. **Capital Reserve Account**: The Borrower shall establish a Capital Improvement Reserve Account for capital expenses and unanticipated contingencies, provided that the Lender's prior written approval shall be required for any expenditure for any one capital expense or unanticipated contingency in excess of \$1,000.00, and for payment in any amount to a member or members of Borrower, and the Borrower shall deposit funds into said account on a monthly basis so that the annual aggregate deposits total \$25,000.00. An initial minimum deposit of \$150,000.00 shall be deposited at closing. Borrower shall continue to fund the

Capital Improvement Reserve Account for the life of the loan. Proof of monthly deposits shall be evidenced by Borrower submitting copies of monthly bank statements to the Lender.

27. **Priority Repairs Reserve Account:** The Borrower shall establish a Priority Repairs Reserve Account and deposit the net loan proceeds provided to the Borrower at the Loan closing and earmarked Priority Repairs. The Lender's prior written approval is required for any expenditure for any one capital expense or priority repair in excess of \$1,000.00, and for payment in any amount to a member or members of Borrower.
  
28. **Other Conditions:** This commitment is also subject to the following conditions:
  - i. A Phase I Environmental Site Assessment of the Property with findings satisfactory to Lender in its sole discretion.
  - ii. A Property Conditions Report with findings satisfactory to Lender in its sole discretion.
  - iii. Defeasance of the existing financing which seller has placed on the Property, on terms and conditions acceptable to Lender in Lender's sole discretion.
  - iv. Receipt by Borrower of a commercial real estate acquisition loan for the Borrower's acquisition of the Property in first mortgage position in the amount of Thirteen Million Five Hundred Ninety Thousand Dollars (\$13,590,000) from the Provident Bank of Amesbury Massachusetts, on terms and conditions acceptable to Lender in Lender's sole discretion.
  - v. Receipt by Borrower of a Community Development Block Grant ("CDBG") in the amount of \$500,000 on terms and conditions satisfactory to Lender in Lender's sole discretion. Borrower shall also satisfy all terms and conditions of the Community Development Block Grant as required by the Community Development Finance Authority.
  - vi. Lender has determined that Borrower is a qualified developer or project sponsor for Affordable Housing Activities under the terms of the Capital Magnet Fund (CMF), a program of the US Treasury Department. Lender hereby permits a portion of its CMF award to fund a portion of the Loan proceeds to be used by Borrower to pay for the purchase of affordable housing (the Property). As required by the CMF award, this Loan commitment shall be contingent on title to the Property conveying to Borrower within six months from the date Borrower signs this loan commitment letter.
  - vii. By accepting this commitment letter, The Borrower shall not sell, transfer

or convey the Property for a period of ten (10) years from the date of the Loans. Borrower agrees to execute a statement evidencing this prohibition in a form recordable at the Registry of Deeds. Borrower agrees in the event of a violation of this provision that Borrower shall be liable to Lender for any and all costs and/or penalties incurred by Lender.

29. **General Conditions:**

- i. This commitment letter and the general terms and conditions outlined herein are not meant to define, nor shall they be construed as an attempt to define, all the terms and conditions of the Loans. Lender reserves the right to impose additional terms and conditions as required by Lender or Lender's counsel prior to closing.
- ii. This commitment supersedes all prior written or oral communications or understandings between the parties.
- iii. Any amendments to this letter of commitment will render it null and void unless agreed to in writing, signed by Borrower and Lender.
- iv. The Borrower agrees to execute all documentation deemed necessary by the Lender to effectuate this transaction.
- v. Prior to closing, the Borrower shall demonstrate to the sole satisfaction of Lender that Borrower has good and sufficient funds to consummate this entire transaction.
- vi. Prior to closing, the Borrower shall submit to the Lender, properly completed Income Surveys, as specified by the Lender, for each resident of the Cooperative.
- vii. This commitment letter is conditioned upon the continued completeness and accuracy of information contained in the loan application and all supporting materials, including but not limited to financial statements, tax returns, plans, contracts, specifications and any other documents or information relied upon by Lender to issue this commitment.
- viii. In the event of any material adverse change in the assets, net worth, credit standing, financial condition, legal affairs, or business affairs of the Borrower subsequent to the date of this commitment letter, or in the event

Bear View Crossing Cooperative, Inc.

June 12, 2019

Page 9 of 10

any portion of any of the collateral intended to secure the Loans are damaged, destroyed, contaminated by hazardous waste, condemned, or taken by eminent domain, the Lender reserves the right to amend or cancel this commitment.

This commitment for financing includes both Loans (1) and (2) and one loan may not be accepted or closed exclusive of the other loan.

The terms of this commitment shall survive the closing of the Loans.

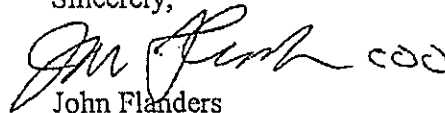
In the event that both of the Loans are not closed on or before July 12, 2019, the New Hampshire Community Loan Fund, Inc.'s obligation to make either or both of these Loans shall terminate and this commitment shall become null and void.

This commitment is not assignable or transferable.

The Staff of the New Hampshire Community Loan Fund, Inc. is excited about this opportunity to work with the members of the Bear View Cooperative, Inc. The Lender continues its commitment to working with the Cooperative to develop its organizational structure. We want to be as responsive and helpful as possible to make the Cooperative succeed.

Should you have any questions, please do not hesitate to call either Michelle Supry or me. Please sign the acceptance/acknowledgment below and return it to us as soon as possible, but no later than June 14, 2019. If this commitment is not accepted by June 14, 2019, it shall become null and void.

Sincerely,



John Flanders  
Chief Operating Officer

By signing below Borrower certifies that it accepts and agrees to the terms of this commitment:  
Bear View Crossing Cooperative, Inc. ("Borrower")

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its:

Duly Authorized





# COMMUNITY LOAN FUND

*Opportunity. Investment. Impact.*

New Hampshire Community Loan Fund  
7 Wall Street, Concord, NH 03301  
Phone: (603) 224-6669 | Fax: (603) 225-7425  
info@communityloanfund.org  
www.communityloanfund.org

September 23, 2021

## Via EMAIL

Board of Directors  
Bear View Crossing Cooperative, Inc.  
10 Roland Drive  
Allentown, NH 03275

Re: Terms of loan numbers B-905 and B-906

Dear Board of Directors,

This letter is to remind you of the Cooperative's obligations under the above referenced real estate loans dated July 10, 2019 in the original amounts of five million, three hundred and fifty thousand dollars (\$5,350,000.00) and one million, eight hundred and fifty thousand dollars (\$1,850,000.00).

Under the terms of these loans, the Cooperative is required to:

1. furnish the Lender monthly with attested copies of minutes for all board and membership meetings. (Loan Agreement, Section 10)
2. furnish the Lender with a copy of the annual budget and updated Capital Improvement Plan within 30 days of the Cooperative's annual meeting. (Loan Agreement, Section 10)
3. furnish the Lender with copies of the Cooperative's annual financial statements prepared in accordance with RSA 301-A:30 and federal and state tax returns within 120 days of the Cooperative's fiscal year end. (Loan Agreement, Section 10)
4. comply with all of its Articles of Incorporation and Bylaws. (Loan Agreement, Section 27)

Please contact the Community Loan Fund by October 8, 2021, and provide the following information:

1. Copies of attested board and membership meeting minutes from June 1, 2020 to present.
2. A scheduled date and time for the Cooperative's annual meeting which was required to be held in May 2021 per Bylaw 5.2 B., along with a copy of the meeting agenda if it is currently available.
3. A copy of the proposed budget for the June 1, 2021 to May 31, 2022 fiscal year and the proposed Capital Improvement Plan which should have been approved at the Cooperative's May 2021 annual meeting.
4. An estimated date for the completion of the May 31, 2020 audited financial statements and tax returns. In addition, provide an estimated date for the completion of the May 31, 2021 audited financial statements and tax returns which should be furnished to the Community Loan Fund by September 30, 2021.
5. The August 2021 monthly financial report was submitted to the Community Loan Fund on behalf of the Cooperative by Foxfire Management Company per Sections 10 and 21 of the Loan Agreements. Per Bylaw 10.2 A, provide evidence that two of the three signatories for the Cooperative signed a withdrawal slip or other document for the August 4, 2021 withdrawal of \$5,000 from the Cooperative's petty cash account held at Merrimack County Savings Bank. In addition, provide a copy of attested membership meeting minutes or an attested resolution of a membership ballot vote approving the expenditure in accordance with Bylaw 10.2 B. and an invoice or receipt for this expenditure.

If the Cooperative is unable to provide this information by October 8, 2021, you must contact the Community Loan Fund immediately. If both parties are unable to agree to other arrangements in writing by October 29, 2021, the Community Loan Fund will proceed with the issuance of a Notice of Default.

Upon receipt of this letter, feel free to call me at (603) 224-6669 x.723

Alan Blake from the ROC-NH Program of the Community Loan Fund and Dawn Kenison from Foxfire Property Management have been copied on this correspondence to assist the Cooperative in complying with this request.

Sincerely,



Christopher E. Clasby  
Credit and Portfolio Analyst

john murphy <sagomon@comcast.net>

9/6/2021 12:39 PM

## Fwd: Bear Veiw Crossing co-op

To cclasby@rocnh.org <cclasby@rocnh.org>

Forgot one more important question. What are the non monetary requirements for the financing of this co-op. I think many of the members have any idea that there are and what they are. Thank you. John Murphy

----- Original Message -----

From: john murphy <sagomon@comcast.net>

To: cclasby@rocnh.org

Date: 09/04/2021 10:17 AM

Subject: Bear Veiw Crossing co-op

Chris,

As a member in good standing of the above co-op I have some question than need answers for a special meeting on the 16th to remove the president of the board. Would like answers in writing to submit to other members that require proof instead of heresay. What are the consequences for the co-op if

1. We have not had an annual meeting for two years, one due to covid lockdown.
2. No elections of board of directors for the same two years .
3. No completed annual audit for the same two years.
4. Can an annual audit that is out of balance due to poor bookkeeping by a management company be forgiven and written off so to speak and a new start from scratch with the current management company.
5. Failure to comply with the co-ops bylaws, basically items 1 thru 3  
Have any other New Hampshire rock communities defaulted on loans?  
Have any other rock communities defaulted on loans due to non-monetary requirements?  
Are there any other communities in New Hampshire who have no committees?

john murphy <sagomon@comcast.net>

9/27/2021 11:54 AM

RE: Financials

To Chris Clasby <cclasby@rocnh.org>

Chris,  
Attached is the loan document posted on the facebook page under files Dated 2019 listing requirements that the coop must fulfill as part of the loan. John Murphy

On 09/27/2021 11:26 AM Chris Clasby <cclasby@rocnh.org> wrote:

John,

I have forwarded your request to Foxfire, and have asked them to contact you to set up a time for you to go there and inspect the records.

I'm not aware a loan document was posted to the co-op's Facebook page. Can you send me a copy, or at least the date of that correspondence?

Thanks,

Chris

**From:** john murphy <sagomon@comcast.net>  
**Sent:** Sunday, September 26, 2021 9:06 AM  
**To:** Chris Clasby <cclasby@rocnh.org>  
**Subject:** Financials

Chris,

As a member in good standing in Bear view crossing coop. I requested to view the books thru Fox Fire on Sept 8, Bylaws sate they should be made available within 72 hours. It is now 12 working days past the date of the request.

There is something going on here that indicates a problem as everytime I ask questions as is my right I am ignored or request seem to be ignored.

Before I seek advice of legal council I am requesting to see any correspondence between the Community Loan Fund and the Board of directors of this coop concerning the status of any and all loans .I know we have not met some of the requirements as stated in the loan document file posted on the official coop facebook page and am concerned about what the consequences are and what can be done to correct things. Thank you. John Murphy

29 Chery dr  
Allenstown, NH. 03275  
603-210-1562

Chris Clasby <cclasby@rocnh.org>

9/27/2021 11:27 AM

## RE: Financials

To john murphy <sagomon@comcast.net>

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**Sent:** Sunday, September 26, 2021 9:06 AM  
**To:** Chris Clasby <cclasby@rocnh.org>  
**Subject:** Financials

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29 Chery dr  
Allenstown,NH.03275  
603-210-1562

john murphy <sagomon@comcast.net>

9/26/2021 9:05 AM

## Financials

To cclasby@rocnh.org <cclasby@rocnh.org>

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29 Chery dr  
Allenstown,NH.03275  
603-210-1562

john murphy <sagomon@comcast.net>

11/5/2021 1:26 PM

## RSA 301-A:31 Annual Report

To bscadova@communityloanfund.org <bscadova@communityloanfund.org> •  
ssaltzman@communityloanfund.org <ssaltzman@communityloanfund.org> •  
cclasby@rocnh.org <cclasby@rocnh.org> •  
treardon@communityloanfund.org <treardon@communityloanfund.org> Copy  
dkenison@foxfirenh.com <dkenison@foxfirenh.com> • gneagle@foxfirenh.com <gneagle@foxfirenh.com>

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The above referenced RSA 301-A:31 has a under penalty of perjury clause in it when filed with the Secretary of State which is a felony if convicted. Take a close look at the 2021 annual report filed on August 3th 2021 and signed by Robin Richards. Pay attention to the total expenditure line and the liability line and compare them to the 2020 annual report. 2021 expenditures of only \$30000 when the Maintenance position held by Robin Richards has a salary of \$65000 per year also the 2020 liabilities is listed as \$21,290,000.00 which is the outstanding loans and compare that to 2021 \$13,326,029.00. How can a coop pay off almost \$8,000,000.00 in a year with total income of about \$2,000,000.00. These reports are available on the NH website for viewing by anyone. Why do you allow this to continue when the loans have been defaulted ? John Murphy

BUSINESS NAME: <b>DEAR VIEW CRUISING COOPERATIVE, INC.</b>	
BUSINESS TYPE: <b>Domestic Consumer Cooperative</b>	
BUSINESS ID: <b>84822</b>	
MARKET BY INDUSTRY SECTOR: <b>New Hampshire</b>	
CURRENT PHYSICAL OFFICE ADDRESS: 2 Parkwood Drive Altonham, NH 03276, USA	CURRENT MAILING ADDRESS: 2 Parkwood Drive Altonham, NH, 03276, USA
<b>PRINCIPAL OFFICERS</b>	
<b>NAME: TITLE</b>	
<b>Real Estate and Rental and Leasing</b> <b>Leases and Other Real Estate Property</b>	
<b>OFFICER INFORMATION</b>	
<b>NAME:</b>	<b>BUSINESS ADDRESS</b>
<b>RICHARDSON</b>	19 East Hill, Altonham, NH, 03276, USA
<b>President</b>	
<b>THOMAS</b>	2 Parkwood Drive, Altonham, NH, 03276, USA
<b>Secretary</b>	
<b>THOMAS</b>	2 Parkwood Drive, Altonham, NH, 03276, USA
<b>Treasurer</b>	
<b>THOMAS</b>	2 Parkwood Drive, Altonham, NH, 03276, USA
<b>Other Officer</b>	
I, the undersigned, do hereby certify that the statements and reports true to the best of my knowledge, information and belief.	
This <b>President</b> Signature Name: <b>Dear View Cruising Cooperative</b> Signature: <b>Richardson</b> Name of Signer: <b>Richardson</b> Title of Signer: <b>President</b>	

Mailing Address - Chartered Offices, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-2044  
 Physical Location - State Office Annex, 101 West Acorn Street, Concord, NH  
 Phone: (603) 271-3240 Fax: (603) 271-3247 Email: [corporate@state.nh.gov](mailto:corporate@state.nh.gov) Website: [www.state.nh.gov](http://www.state.nh.gov)



**State of New Hampshire  
 Department of State  
 2021 ANNUAL REPORT**

Date  
 Issued: 03/2022  
 Current Date: 03/2022  
 Bureau ID: 000228  
 William M. Gordon  
 Secretary of State

The information given below is for the fiscal year end during 2020 or as of January 1, 2021.

REPORT OF CORPORATION AS OF:	6/30/2021
	(amounts in dollars)
Paid in Capital	\$1,509,479.00
Retained Earnings - number of shares 0/000	0
Retained Earnings - number of members 294	294
Number of members admitted during year 12	12
Number of members withdrawn during year 7	7
Total receipts	\$1,377,979.00
Total expenditures	\$59,110.00
Total assets	\$1,418,869.00
Total liabilities	\$14,728,024.00



BUSINESS NAME: BEAR VIEW CROSSING COOPERATIVE, INC.		
BUSINESS TYPE: Income Tax Exempt Cooperative		
BUSINESS ID: 88523		
STATE OF INCORPORATION: New Hampshire		
CURRENT PHYSICAL STREET ADDRESS		CURRENT MAILING ADDRESS
2 Parkwood Drive Alstead, NH 03217, USA		2 Parkwood Drive Alstead, NH 03217, USA
PRINCIPAL PURPOSE(S)		
MARKS CODE: Real Estate and Residential Leasing		MARKS BUSINESS: Leasing of Other Real Estate Property
OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Carl Caporale	2 Parkwood Drive, Alstead, NH 03217, USA	President
Rich Deane	28 Parkwood Drive, Alstead, NH 03217, USA	Vice President
Laura Laporte	Parker and Drive, Alstead, NH 03217, USA	Secretary
Carl Caporale	2 Parkwood Drive, Alstead, NH 03217, USA	Treasurer
Mark Harkish	Lower Drive, Alstead, NH 03217, USA	Director
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.		
Title: President Signature: Carl Caporale Signature: Carl Caporale Name of Signer: Carl Caporale Title of Signer: President		

Mailing Address - Corporation Division, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-0204  
 Physical Location - State House Annex, 3rd Floor, Room 313, 23 Capitol Street, Concord, NH  
 Phone: (603) 271-3200; Fax: (603) 771-1249 | Email: corpinfo@state.nh.gov | Website: www.nh.gov

Page 1 of 2



State of New Hampshire  
 Department of State  
 2020 ANNUAL REPORT

Form  
 Due Date: 1/20/22  
 Filing Date: 1/14/22  
 Received: 1/14/22  
 William M. Gossler  
 Secretary of State

The information given herein shall be as of the fiscal year ending 2020 on or about January 1, 2022.

REPORT OF CORPORATION AS OF

12/31/2021

(January-31-2022)

Paid in Capital	58.00
Real estate construction, number of units/dwellings	0
Real estate construction, number of units/dwellings	219
Number of members who had during year	206
Number of members who have during year	0
Total capital	58,211.21,000
Total expenditures	21,259,959.00
Total assets	36,951,251.00
Total liabilities	32,159,000.00

- image.png (284 KB)
- image.png (302 KB)

John murphy <sagomon@comcast.net>

11/5/2021 9:54 PM

### Robin Richards response to the default letter

To ssaltzman@communityloanfund.org <ssaltzman@communityloanfund.org> •  
 cclasby@rocnh.org <cclasby@rocnh.org> •  
 treardon@communityloanfund.org <treardon@communityloanfund.org> Copy  
 dkenison@foxfirenh.com <dkenison@foxfirenh.com> • gneagle@foxfirenh.com <gneagle@foxfirenh.com> Blind  
 copy sweetoldfarmgirl@yahoo.com <sweetoldfarmgirl@yahoo.com> • lbinfinity@aol.com <lbinfinity@aol.com>

Bellow is the response posted by the president of the board of directors showing his contempt to the letter of default and the conditions that are to be met to remove this coop from default. He is has already misappropriated \$5000 by not getting membership approval before withdrawing this money from the bank to hire an second attorney without membership knowledge for who knows what. Could be used for personal reasons who knows for sure. And the following statement is just dividing this community with inaccurate information. He already has a history of not following any of the bylaws and these comments show he will continue to violate any rules he is to follow.



Home

Favorites

Recent



**Robin Richards** ▶ Bear View Crossing  
 Cooperative, Inc.

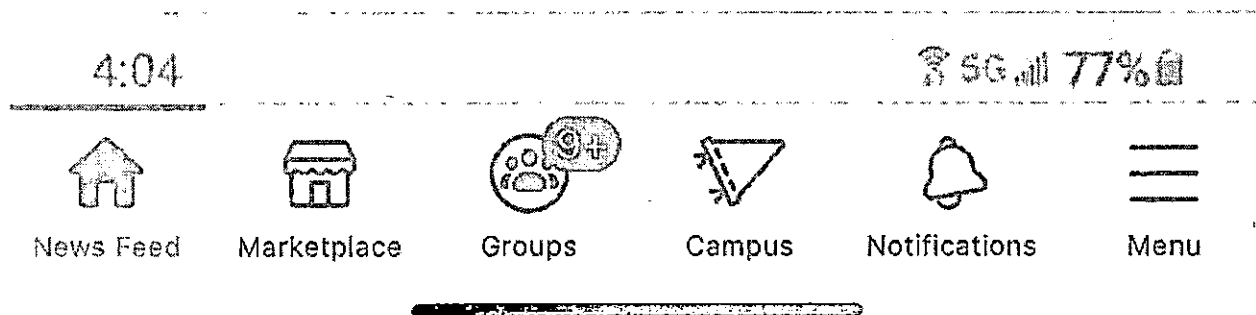
8m •

Good afternoon Bear View Crossing  
 Cooperative,

I am sure most have received their mail and received the annual meeting agenda and the notice of default from Community Loan Fund. This information is correct, however, it can be remedied . This is all administrative, we have

never missed a payment!! This is why we were required to hire a management company to assist with these items. First Compass Management and now Fox Fire. I have been working with Drouin to track down documents needed for closure. Due to a singular decision by a board member their is no full time maintenance and it appears Fox Fire has been given permission by ROC/CLF to out source??? I am still waiting for information for finalized minutes from last secretary. We have contacted our attorney and they are working these issues.

So the photo shown was sent to me. Ironic how an ex Board member who no longer lives in our community had this information before our own members. WHAT A COINCIDENCE!!!!



Then we have a former board member threatening retaliation of some kind to members.



Robin's Post



Robin Richards

Marcel Lavoie but I thought we were going to do a clean slate for everyone, says no one ever

29m · Like Reply



Marcel Lavoie

Robin Richards , I have a little surprise for Foxfire and ROC-NH

All on the up and up, because The only thing I'm going to be letting be used is all their screw jobs they have done to this community.

Their are 3 organizations that will be using the emails and text messages from Foxfire

and ROC-NH.  
Stay tuned. It should be a  
good show.

7:00 PM

You really should look into this and do something ASAP. John Murphy

---

- image.png (824 KB)
- image.png (614 KB)

john murphy <sagomon@comcast.net>

11/5/2021 12:30 PM

## Default Notice of Nov 4,2021

To ssaltzman@communityloanfund.org <ssaltzman@communityloanfund.org> •  
cclasby@rocnh.org <cclasby@rocnh.org> •  
treardon@communityloanfund.org <treardon@communityloanfund.org> Copy  
dkenison@foxfirenh.com <dkenison@foxfirenh.com> • gneagle@foxfirenh.com <gneagle@foxfirenh.com>

---

I received the notice of default for the Bear View Crossing Coop today and find a very disturbing oversight in the notice. There is no mention in the accompanying pages preventing Robin Richards from running for a board position in the upcoming election. Why would this be allowed as he is the one responsible for getting this coop in the position it is in now. All his previous actions violating bylaws and trying to circumvent them as well as all the other policies in place and failing to meet all the deadlines for providing financial information as required as part of the loan conditions shows a proven history of total disregard for all these items.

Also why is the office phone number still being forwarded to Robin's personal cell phone if Fox Fire is taking over operations of the coop and also maintenance of the coop?

Please clarify why is he allowed to run again and do the same as has already been done ?  
John Murphy

john murphy <sagomon@comcast.net>

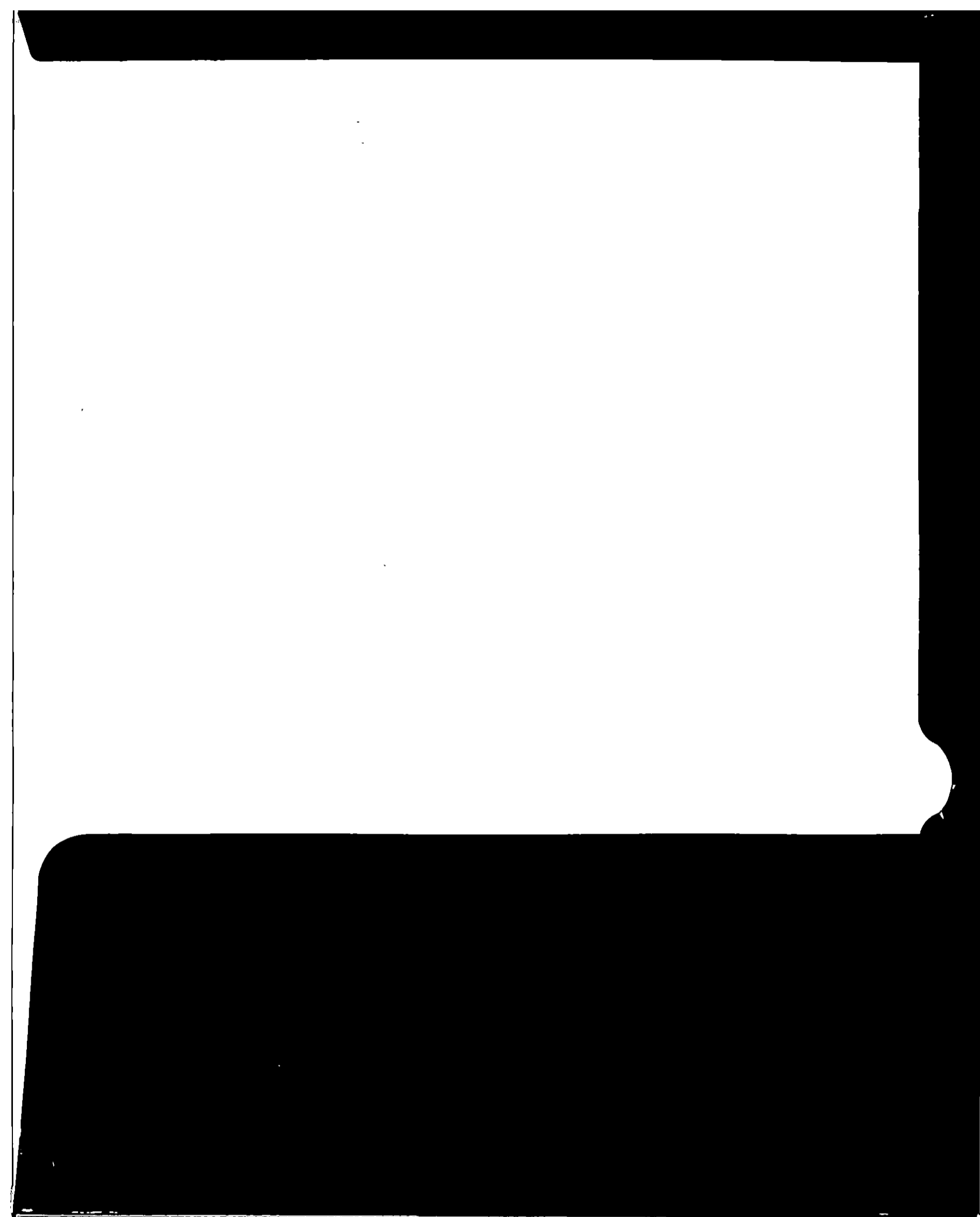
11/11/2021 3:25 PM

## Audit

To cclasby@rocnh.org <cclasby@rocnh.org>

---

When will the 2020 audit for Bear view crossing be released. Seems you are the person to ask .Keep getting the same story form the only member left on the board of directors and he has been caught in so many false hoods I no longer believe a thing he says. John Murphy





john murphy &lt;sagomon@comcast.net&gt;

7/27/2021 4:39 PM

**Fwd: Bear view crossing co-op**

To: [ablake@rocnh.org](mailto:ablake@rocnh.org) <[ablake@rocnh.org](mailto:ablake@rocnh.org)> Copy [cbourcier@rocnh.org](mailto:cbourcier@rocnh.org) <[cbourcier@rocnh.org](mailto:cbourcier@rocnh.org)> Blind copy  
[kcicirelli@rocnh.org](mailto:kcicirelli@rocnh.org) <[kcicirelli@rocnh.org](mailto:kcicirelli@rocnh.org)>

Forwarding this as I just found out that Tara is away till October and an answer would be a big help. With the delay in the audit I am suspicious that there may be money missing from the account by a board or former board member and they are trying to cover it up. Almost 3 months to complete an audit is way to long and spells trouble somewhere. John Murphy

----- Original Message -----

From: john murphy <[sagomon@comcast.net](mailto:sagomon@comcast.net)>  
To: [treardon@communityloanfund.org](mailto:treardon@communityloanfund.org)  
Date: 07/25/2021 7:13 PM  
Subject: Bear view crossing co-op

Hello,

I am a member of the above co-op and need some answers to some questions about the activities going on by the board of directors.

I don't know who to contact so please forward this to the proper people.

We were supposed to have our annual meeting by the end of this past May. We are being told that the annual audit has not been completed two months later and that we can not hold a special meeting to elect a new board of directors till the audit is complete. We are being told this is by state law. All the present board members were never voted in but were appointed by other board members and are threatening and intimidating co-op members that speak up about problems. I feel that something is going on that should involve the secretary of state and the attorney generals office to investigate. Attached is a pdf file of a post made by the treasurer of the board telling everyone to shut up or face consequences. to me that means violations and possible eviction. I don't think that is right and want to get this corrected. John Murphy

- Bear View Crossing Cooperative, Inc. \_ Facebook.pdf (480 KB)

Alan Blake <ablake@rocnh.org>

7/28/2021 7:19 AM

## RE: Bear view crossing co-op

To john murphy <sagomon@comcast.net> Copy Dawn Kenison <dkenison@foxfirenh.com> • Kelli Cicirelli <kcicirelli@rocnh.org> • Glenn Neagle <gneagle@foxfirenh.com>

Hi John,

I understand that your community is experiencing considerable angst and conflict regarding the organization and management of your cooperative.

I've attended several Board meetings and responded to multiple inquiries by phone and email. The central issue seems to be the conflict of interest in Robin Richards being both Board president and an employee. As I have advised the Board and the membership at several board meetings, and by phone and email, there are a few options:

1. The Board can remove Robin as an employee.
2. The Board can initiate a vote by the membership to remove Robin as President.
3. The membership can initiate a vote by the membership to remove Robin as President.

The relevant articles of your bylaws (attached) are:

- Article V - Special Meetings – clause 5.3 Special Meetings of the Membership
- Article VI – Board of Directors, clause 6.5 Removal

Essentially, the membership can influence the board to do options 1 or 2, or initiate option 3 on your own. I would be happy to discuss the process for moving forward.

It is not accurate to say that state law requires board members be elected only at annual meeting. The membership may initiate a special meeting of the membership for removal of a board member and/or election of a removed member, or to elect all officers, if it so chooses.

By law (RSA 301-A) an annual audit of the corporation's finances is required to be conducted and made available to members at annual meeting. It seemed reasonable to delay annual meeting until the audit was available. However, it is my understanding that the Board has refused to authorize the additional cost required to complete the audit, which has proven to be much more complex than normal and anticipated, therefore putting it "on hold," and thus further delaying annual meeting.

These issues should be brought to the board by members at the board meetings.

Best,

Alan

---

**From:** john murphy <sagomon@comcast.net>  
**Sent:** Tuesday, July 27, 2021 4:40 PM  
**To:** Alan Blake <ablake@rocnh.org>  
**Cc:** Chris Bourcier <cbourcier@rocnh.org>  
**Subject:** Fwd: Bear view crossing co-op

Forwarding this as I just found out that Tara is away till October and an answer would be a big help. With the delay in the audit I am suspicious that there may be money missing from the account by a board or former board member and they are trying to cover it up. Almost 3 months to complete an audit is way to long and spells trouble somewhere. John Murphy

----- Original Message -----

From: john murphy <[sagomon@comcast.net](mailto:sagomon@comcast.net)>

To: "[treardon@communityloanfund.org](mailto:treardon@communityloanfund.org)" <[treardon@communityloanfund.org](mailto:treardon@communityloanfund.org)>

Date: 07/25/2021 7:13 PM

Subject: Bear view crossing co-op

Hello,

I am a member of the above co-op and need some answers to some questions about the activities going on by the board of directors.

I don't know who to contact so please forward this to the proper people.

We were supposed to have our annual meeting by the end of this past May. We are being told that the annual audit has not been completed two months later and that we can not hold a special meeting to elect a new board of directors till the audit is complete. We are being told this is by state law. All the present board members were never voted in but were appointed by other board members and are threatening and intimidating co-op members that speak up about problems. I feel that something is going on that should involve the secretary of state and the attorney generals office to investigate. Attached is a pdf file of a post made by the treasurer of the board telling everyone to shut up or face consequences. to me that means violations and possible eviction. I don't think that is right and want to get this corrected. John Murphy

- 
- BVCC Approved Bylaws 2019.pdf (2 MB)

Alan Blake <[ablake@rocnh.org](mailto:ablake@rocnh.org)>

7/28/2021 11:39 AM

## RE: Bear view crossing co-op

To john murphy <[sagomon@comcast.net](mailto:sagomon@comcast.net)>

---

John, it is clear in the bylaws that I sent you what your options are.

Alan

---

**From:** john murphy <[sagomon@comcast.net](mailto:sagomon@comcast.net)>

**Sent:** Wednesday, July 28, 2021 10:47 AM

**To:** Alan Blake <[ablake@rocnh.org](mailto:ablake@rocnh.org)>

**Subject:** Re: Bear view crossing co-op

Marcel Lavoie posted this in his defense when I showed your email to the members facebook page. I wasn't there and he may have misunderstood what was being said I just need some clarification as to what is legal and what is not .Anyway this is his verbatim post in reply to another member regarding his statement that state law required a completed audit before elections.I am guessing that it was stated as state law requires a completed audit before the annual meeting .And since elections are held at the annual meeting they could not be held till the audit is complete.Again I am only guessing how it was said.

Gene Gregory Alan had stated in the May meeting to all the members exactly like I said. Apparently he either lied to all the members or John Murphy.

On 07/28/2021 9:07 AM Alan Blake <[ablake@rocnh.org](mailto:ablake@rocnh.org)> wrote:

Yes, it can be done by petition to remove the existing board members and vote for new board members.

---

**From:** john murphy <[sagomon@comcast.net](mailto:sagomon@comcast.net)>

**Sent:** Wednesday, July 28, 2021 8:32 AM

**To:** Alan Blake <[ablake@rocnh.org](mailto:ablake@rocnh.org)>

**Subject:** RE: Bear view crossing co-op

Alan

Thank you for the prompt reply, a follow up question please..The entire 5 members of the board were never elected they are all appointees and all terms ended in May when the annual meeting was supposed to be held.All positions of the board should be open for elections. Can this be done by calling a special meeting of the membership without having an audit.I have read the bylaws and it seems to indicate that this is possible by a petition if the board is unwilling to do so. However every time we ask the answer is state law requires the audit to be complete before elections. Thank you again

John Murphy

On 07/28/2021 7:19 AM Alan Blake <[ablake@rocnh.org](mailto:ablake@rocnh.org)> wrote:

Hi John,

I understand that your community is experiencing considerable angst and conflict regarding the organization and management of your cooperative.

I've attended several Board meetings and responded to multiple inquiries by phone and email. The central issue seems to be the conflict of interest in Robin Richards being both Board president and an employee. As I have advised the Board and the membership at several board meetings, and by phone and email, there are a few options:

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These issues should be brought to the board by members at the board meetings.

Best,

Alan

---

**From:** john murphy <[sagomon@comcast.net](mailto:sagomon@comcast.net)>  
**Sent:** Tuesday, July 27, 2021 4:40 PM  
**To:** Alan Blake <[ablake@rocnh.org](mailto:ablake@rocnh.org)>  
**Cc:** Chris Bourcier <[cbourcier@rocnh.org](mailto:cbourcier@rocnh.org)>  
**Subject:** Fwd: Bear view crossing co-op

Forwarding this as I just found out that Tara is away till October and an answer would be a big help. With the delay in the audit I am suspicious that there may be money missing from the account by a board or former board member and they are trying to cover it up. Almost 3 months to complete an audit is way to long and spells trouble somewhere. John Murphy

----- Original Message -----

From: john murphy <[sagomon@comcast.net](mailto:sagomon@comcast.net)>

To: "[treardon@communityloanfund.org](mailto:treardon@communityloanfund.org)" <[treardon@communityloanfund.org](mailto:treardon@communityloanfund.org)>

Date: 07/25/2021 7:13 PM

Subject: Bear view crossing co-op

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Alan Blake <ablake@rocnh.org>

7/30/2021 10:44 AM

## RE: Bear view crossing co-op

To john murphy <sagomon@comcast.net> • Copy Dawn Kenison <dkenison@foxfirenh.com> • Glenn Neagle <gneagle@foxfirenh.com> • Chris Clasby <cclasby@rocnh.org> • Kelli Cicirelli <kcicirelli@rocnh.org> • mgl561@comcast.net <mgl561@comcast.net> • BONNIE GAWRYS <sweetoldfarmgirl@comcast.net> • Treasurer Bear View Crossing Cooperative <treasurer@bearviewcrossing.com> • president@bearviewcrossing.com <president@bearviewcrossing.com>

---

John,

While I do my best to respond to questions from, and guidance to, the Board and members of Bear View Crossing, the business of the corporation should be conducted at Board meetings and membership meetings. I do not find it in the best interests of the community to post my comments, or others' comments, on Facebook or any other social media, where it is not possible to hold an open and collegial discussion.

I would be happy to answer these and any other questions at a Board meeting, as long as the meeting is properly-noticed to the community, the Board puts these topics on the agenda, and ROC-NH and Foxfire are given reasonable notice of the meeting by the Board ahead of time.

Alan

---

**From:** john murphy <sagomon@comcast.net>  
**Sent:** Friday, July 30, 2021 4:43 AM  
**To:** Alan Blake <ablake@rocnh.org>  
**Subject:** RE: Bear view crossing co-op

Alan,

Looks like I have been asking the wrong questions so here is the others.

What are the consequences for the co-op if

1. We have not had an annual meeting for two years, one due to covid lockdown.
2. No elections of board of directors for the same two years .
3. No completed annual audit for the same two years.
4. Can an annual audit that is out of balance due to poor bookkeeping by a management company be forgiven and written off so to speak and a new start from scratch with the current management company.
5. Failure to comply with the co-ops bylaws, basically items 1 thru 3

I will be posting your reply and these question verbatim on the members facebook page so everyone will be informed just to let you know. John Murphy

john murphy &lt;sagomon@comcast.net&gt;

10/27/2021 11:00 AM

## Very Important information to be read ASAP

To ssaltzman@communityloanfund.org <ssaltzman@communityloanfund.org> •  
 cclasby@rocnh.org <cclasby@rocnh.org> • ablake@rocnh.org <ablake@rocnh.org> •  
 treardon@communityloanfund.org <treardon@communityloanfund.org> Copy  
 dkenison@foxfirenh.com <dkenison@foxfirenh.com> • gneagle@foxfirenh.com <gneagle@foxfirenh.com>

Mr. Saltzman

Your organization promotes a good idea and shows there are safety nets that go along with a cooperative, IE. Bylaws the BOD must follow and Community Rules residents must follow, there are also conflict of interest policies and procurement policies .You even state that your organization will provide guidance and instruction. However your organization has not lived up to that promise. Three of your executives have let the current president of the BOD violate all the bylaws and most of all the other policies in place to protect the members of the co-op.

Specifically Alan Blake at a meeting on Sept 16<sup>th</sup> to remove the President of Bear View Crossing was asked a specific question. Are we in trouble with any of the lenders with conditions on the loans and he replied NO. That killed the purpose of the meeting right there. I find it hard to believe he had no knowledge of what was going on as on September 23<sup>rd</sup> Chris Clasby sends out a reminder letter asking to provide proof for 5 items that are requirement of the loan contract. Then Mr. Clasby denies talking to my attorney on the 5<sup>th</sup> of October about releasing said letter to the members of the community. That turned the mailing to 300 members a cut and paste bogus letter. The final member is **Kelli** Cicirelli whose advice for the missing any missing funds that show in the annual audit that was due in May and still is not completed is to just write it off and start fresh.

I promise you that will not happen, when that audit is released and any expenditures that cannot be substantiated will be brought to the state police and criminal charges will be filed. Also all news media outlets will be contacted as well as posting on Social media about a nonprofit coop under the guidance of ROC-Nh has had \$xx dollars misappropriation of funds during the 2 years of it's existence. Also there is a meeting scheduled tomorrow night at 6 pm that one of your representatives is attending. Just so you know that meeting should be considered an illegal meeting per our bylaws that require a BOD of 5 and only one will be there not the required 3 for a quorum as 3 of the 4 have resigned no accordingly any matters voted on should be deemed illegal.

You may want to distance yourself from the current president of the board and start to do what was stated in the reminder of the loan conditions of sept 23 and default the loans or remove the president. Remember Watergate where a simple security guard doing his job brought down the President of the United States? While there is nothing actionable in court for the above your organization may get to be judges by public opinion.  
 John Murphy Bear View Crossing Cooperative



Alan Blake <ablake@rocnh.org>

1/14/2022 2:49 PM

## RE: Rules committee bvcc

To john murphy <sagomon@comcast.net>

---

John,

These are questions that should be posed to the Board at its monthly board meeting.

Alan

**From:** john murphy <sagomon@comcast.net>

**Sent:** Friday, January 14, 2022 2:01 PM

**To:** Alan Blake <ablake@rocnh.org>

**Subject:** Rules committee bvcc

Alan,

At the last board meeting you suggested that starting committees a rules enforcement committee and a members welcoming committee.

In order to help with getting out of default I volunteered for the rules enforcement committee and I assume some others did as well. Training was last night and I was the only volunteer to attend along with 3 board members.

I have a few questions. Should members be allowed on the committee that have not attended the training class? Should the committee be allowed to have more than one board member on it? I am not trying to cause trouble but want to make sure that standard recommended practices are being followed . John Murphy 29 Cheryl Dr ,Allenstown.NH.0275

john murphy <sagomon@comcast.net>

11/22/2021 3:26 AM

## Board of directors bylaws

To ssaltzman@communityloanfund.org <ssaltzman@communityloanfund.org> •  
cclasby@rocnh.org <cclasby@rocnh.org> • ablake@rocnh.org <ablake@rocnh.org> •  
treardon@communityloanfund.org <treardon@communityloanfund.org> Copy  
dkenison@foxfirenh.com <dkenison@foxfirenh.com> • gneagle@foxfirenh.com <gneagle@foxfirenh.com>

---

Tomorrow night the new board is taking control and supposed to follow the bylaws. Our bylaws call for board members to be bonded for \$1000 .With all the irregularities that occurred with the previous board and the audit I demand that this be followed thru with the new board, especially with a treasurer who has a tax lien of over \$2000 on their home and had to make a payment plan for back rent at the last minute to be allowed to be on the ballot. This information is available on the NH tax kiosk and is not private. See below.

Home Notices Contact FAQ Log Out Data last updated on Nov 18 2021

Displaying results for Owner: THIBEAULT, SR., MARK W.  
 Due amounts reflect interest as of 11/22/2021.  
 There are 42 results that may be similar to your search.  
 The total due on this page is \$2,140.82.

Change Date  
 Expand Search  
 Add All To Cart  
 Show Unpaid Only

Cart Total: \$0  
 Check Out  
 Cancel Cart

**Invoice Number: 2021P02025802** [Print](#)

Current Owner	THIBEAULT, SR., MARK W.	Due Date	12/9/2021
Current Owner 2	THIBEAULT, LINDALEEE A.	Bill Amount	\$609.00
Billed Owner	THIBEAULT, SR., MARK W.		
Location	3 LANE DRIVE	Principal	\$609.00
Type	Property Tax	Interest	\$0.00
Map-Lot-Sub	000107-000012-000038	Penalties	\$0.00
Acres	0	Total Due	\$609.00

[Add To Cart](#)  
 Assessment   
 Transactions

The Net Assessment was \$46,500 at the time of this bill.

---

**Invoice Number: 2021P01025801** [Print](#)

Current Owner	THIBEAULT, SR., MARK W.	Due Date	7/1/2021
Current Owner 2	THIBEAULT, LINDALEEE A.	Bill Amount	\$656.00
Billed Owner	THIBEAULT, SR., MARK W.		
Location	3 LANE DRIVE	Principal	\$656.00
Type	Property Tax	Interest	\$20.70
Map-Lot-Sub	000107-000012-000038	Penalties	\$0.00
Acres	0	Total Due	\$676.70

Per Diem Interest Is \$0.1438  
[Add To Cart](#)  
 Assessment   
 Transactions

The Net Assessment was \$44,800 at the time of this bill.

---

**Invoice Number: 2021L01000168** [Print](#)

Current Owner	THIBEAULT, SR., MARK W.	Due Date	6/15/2021
Current Owner 2	THIBEAULT, LINDALEEE A.	Bill Amount	\$617.24
Billed Owner	THIBEAULT, SR., MARK W.		
Location	3 LANE DRIVE	Principal	\$617.24
Type	Lien	Interest	\$37.80
Map-Lot-Sub	000107-000012-000026	Penalties	\$0.00
Acres	0	Total Due	\$655.12

**Making a Partial Payment?**  
 Partial payments can be made by adjusting the Payment Amount on the CheckOut Page. If you haven't already added an invoice to the cart do so now by clicking ADD TO CART. Continue to the CheckOut Page by clicking 'Check Out' above.

**TO MAKE AN ONLINE PAYMENT:**

Please go back to the main page at [Allenstownnh.gov](http://Allenstownnh.gov) and click on the red "tax payments" button.

**OTHER PAYMENT OPTIONS:**  
 CASH or CHECK

**US Mail:**  
 16 School St  
 Allenstown NH 03275

**In Person at**  
 16 School St  
 Allenstown NH 03275

**Office hours:**  
 Mon 7:30am to 6:15pm  
 Tues-Thurs  
 7:30am to 5:15pm

Let's get this new board off on the right foot by following the bylaws as they are supposed to do and as stated as part of the conditions of having the default notice removed. John Murphy

john murphy <sagomon@comcast.net>

12/4/2021 11:11 PM

## Actions of the BOD

To dkenison@foxfirenh.com <dkenison@foxfirenh.com> • ablake@rocnh.org <ablake@rocnh.org> • cclasby@rocnh.org <cclasby@rocnh.org> • sduprey@foxfirenh.com <sduprey@foxfirenh.com> Copy  
cmamos@foxfirenh.com <cmamos@foxfirenh.com> • gneagle@foxfirenh.com <gneagle@foxfirenh.com>

---

This new BOD think they are in charge and making decisions and second guessing the decisions of the management company put in charge to straighten things out in the coop and get us out of default. Below is a post i made today with the comments from two members of the board showing their disdain for Firefox and their decisions and their past and future efforts to undermine Firefox and if you read carefully they want our maintenance crew put back in place. Looks like you are going to have your hands full at the meeting on the 16th. Do you notice any similarities between what Deb Cote is saying and what Laura Espinosa has been saying about Foxfire? The wording is almost the same. Thank you for your Time in this matter. John Murphy



John Murphy

2h · 🌐



This new Board of Directors have many hurdles to overcome and will be under intense scrutiny to insure what has happened in the past does not get repeated. While you were not involved with what previous boards have done you are suffering the consequences of their actions or in actions as the case maybe.

You are now working for a non profit corporation, Each and every member is a share holder and has a right to share their opinion or ask a question. Your duty is to think about what is being said or asked and respond in a way that is best for the corporation. You need to change your mindset of what you do at your home or job as how you spend your money or the money of the for profit business you work for does not apply here. You need to start penny pinching and reducing cost where ever possible. This does not mean you need to turn off the heat in the office and be uncomfortable but maybe follow the guidelines set by the federal government years ago when in use in the winter 68 degrees and 72 degrees in the summer when occupied and 60 degrees or below when unoccupied and cooling in the summer used on an as needed basis. There are two types of expenses that cover a wide range of things controllable and non controllable. Obviously you will have no control over the non controllables as that would include the following and more taxes, interest fees on the loans, payments to the principal balance. Controllable expenses are where money can be saved by coming in under budget. These would include basically all operating expenses like heating cost, maintenance and repair cost, electricity etc. The money saved and under budget can be applied to either the principal of the loans to pay them off faster or kept in the capital reserve for future unplanned emergencies, this should be decided by a vote of the members as how it is used. Don't forget we have a balloon loan due at some point and the faster the other two loans are paid off the better our chances for refinancing at a lower interest rate of the other loan.

You should not look at the comments as stirring up trouble but as constructive criticism of areas of concern and maybe a discussion is warranted to come up with a solution. Thank you for your time

👤 5

5 Comments Seen by 45

👍 Like

💬 Comment

All comments ▾



Ruth Kirkhuff Moderator

Very nicely said John

👍 · Reply · 1h



Very nicely said John

Like · Reply · 1h



Km Laro

Really?? Things will never change when there are those who think they know everything but yet never help, just condescend. Just so you know, I checked when I left the temperature in the house actually went up, in the 5 hours I was in there this afternoon. I find it fascinating that these blogs get written that basically insinuate that the board members have no brains or knowledge and we need to be taught by those who are actively working against the betterment of this community... Yet we who are actually trying to help, are struggling because the Property Management Company you love, is bleeding the community, our savings and bank accounts dry, but heaven forbid, the front door of the office be open with the Heater turned off because of not wanting to waste money. You can go ahead and "Tell on me" for saying this to your puppet masters for saying this, but I will not stop trying to help get it back on track... If we have any chance on regaining our community and not seeing a huge increase in monthly fee, we need to work together and stop this constant nitpicking on the tiniest of things. (Richard, I hope that is not too much of an offensive word, since apparently I am such a horrible person that needs to be scolded and spoken down to). Good Grief.

The Co-Op Facebook will be updated next week (no specific date yet, but on my word, it will be updated). And I am sure that I will be booted off or "Muted" because I am being "Unprofessional and offensive" – Richard don't bother after this is posted I will be removing myself and those few people who love to work against the betterment of this community can feel free to have fun saying what you always do. Everyone will be given a chance on the other FB page, starting with a clean slate, but there will be no room for the bullying that seems happen quite frequently here. For those of you who are on this page who read this and have done / said nothing, I sincerely apologize for this post and I truly hope that we can all meet and work as a team to get back on track to a peaceful and thriving community.

Like · Reply · 1h

5MI2WPFhkRqWPL7nwsPV678mb\_Ovu5qekWMPwVvMyWspLOLv0YwFcpFy8JMG0Wn

team to get back on track to a peaceful and thriving community.

Like · Reply · 1h



Richard Longden Admin

Km, I have not spoken down to you. But pointed out things you keep trying to remind everyone, that your a professional, but you do it in a away to make folks who would give you an opinion of facts. You take them as you please but expect folks to sit by and do nothing. I have tried to help among many to stave off this default and not one person wanted to hear it. Called us all sorts of names harassed us. I had some guy in a blue pickup outside my home screaming obscene language, all because of a petition. You talk about bringing community together, but the end of the day folks are becoming skeptical. I defended you, hoping you would prove so many wrong about maybe you could do some good. Now I see you take it personal. This is nothing personal. I have seen it all and know a hell of alot more. The folks prior to you were warned to change coarse and ignored it, look where we are now. You have so much more options if you let folks with so much more knowledge in various fields and education to help change things, you may not like it. This opening and let more folks really help. You have discredit folks for various attempts to sway and to show folks the truth, yes the truth. You can continue this path and I hope you start thinking hard. I have never lied to any one, forged a signature, stole, cheated. I was in many fields hold 3 degrees, and was a owner of businesses plus a IT director for a decade who had to report to the board of directors on why we need to spend \$22 million for upgrades for a major medical insurance company. So when I talk I do know what I'm talking about. I been on 2 BOD, and a union officer in many positions for various roles for 16 years. My list goes on. But I don't talk about myself cause I'm not trying to sell myself, people who know me know I have no time for the BS.. Thank You Kim and good luck.

Like · Reply · 54m



John Murphy Author

Km Laro There is no reason for you to leave this page. In no way was this a personal attack it is a synopsis of what you and the other members of the board are going thru at the present time.

Like · Reply · 50m



Deborah Cote

Ⓜ Km Laro Very well said Kim . If only the negative people knew what is actually going on with the management co. Spending money needlessly they say they are looking out for the community best interest NOT .they have our pocket book and just keep spending on things that volunteers and our own park crew once took care off.

Just start adding up the dollars spent recently because they are temporarily taking control. This is what should be of concern more than the nitpicking of the door being open at the office or dictating what the heat should be set on.

Do you see them here checking up on the company Granite state when they were here to follow up on the progress of the job asking questions about the length of time being spent and if maybe there were different way of doing it? No.

Did you see them here when the plow co. came her to give an estimate for a job? NO..FF also said they got another estimate but did any one see them come thru?

Did you see them here when D rite was here going around trying to take the initial readings on a Sunday and spent 6 hours reading and mapping area doing this? No .

Then come back the next day to do actual readings for 3.18 hours. Total of 9 hours of taking reading and charging for gas.. well you already know what they charged.

Leaf removal once volunteers now paying for it why? Oh wait it not their money they don't care. I know as a home owner when I want an estimate on anything I would be there to make sure they knew what was expected of them. Come on people wake up. We the board are not going to give up getting this community back on track. Things are going to change and it will get better. This is our park and all



Like · Reply · 51m



Deborah Cote

👍 Kim Laro Very well said Kim . If only the negative people knew what is actually going on with the management co. Spending money needlessly they say they are looking out for the community best interest NOT .they have our pocket book and just keep spending on things that volunteers and our own park crew once took care off.

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Leaf removal once volunteers now paying for it why? Oh wait it not their money they don't care. I know as a home owner when I want an estimate on anything I would be there to make sure they knew what was expected of them. Come on people wake up. We the board are not going to give up getting this community back on track. Things are going to change and it will get better. This is our park and all have a voice. I personally don't like other people spending my money .So why should we keep allowing what is going on continue. Please Go to the meeting on December 16 6pm. at the garage.

Like · Reply · 18m



Deborah Cote



- image.png (743 KB)

Alan Blake <ablake@rocnh.org>

12/16/2021 10:07 AM

## RE: RSA regarding bonding of offercers

To john murphy <sagomon@comcast.net> • sduprey@foxfirenh.com <sduprey@foxfirenh.com> • dkenison@foxfirenh.com <dkenison@foxfirenh.com>

John,

This will be addressed at tonight's board meeting.

Alan

---

**From:** john murphy <sagomon@comcast.net>  
**Sent:** Wednesday, December 15, 2021 5:20 PM  
**To:** sduprey@foxfirenh.com; Alan Blake <ablake@rocnh.org>; dkenison@foxfirenh.com  
**Subject:** RSA regarding bonding of offercers

I believe BVCC is considered a Consumer Cooperative and therefore this RSA should apply and be enforced especially after all the inconsistencies this coop has faced with previous boards. [https://casetext.com/statute/new-hampshire-revised-statutes/title-27-corporations-associations-and-proprietors-of-common-lands/chapter-301-a-consumers-cooperative-associations/section-301-a29-bonding-of-officers-and-employees?fbclid=IwAR0vBX-HZp5Gg9BADHqsGoVEa49WKIIVQ741Ck9xB\\_eAAtx5UjR5-8U\\_HaE](https://casetext.com/statute/new-hampshire-revised-statutes/title-27-corporations-associations-and-proprietors-of-common-lands/chapter-301-a-consumers-cooperative-associations/section-301-a29-bonding-of-officers-and-employees?fbclid=IwAR0vBX-HZp5Gg9BADHqsGoVEa49WKIIVQ741Ck9xB_eAAtx5UjR5-8U_HaE)

If I am mistaken in my interpretation of this let me know as if it is not followed maybe the AG will be interested as to why it was not. John Murphy29 Cheryl Dr Allenstown.NH.03275

Alan Blake <ablake@rocnh.org>

1/14/2022 2:49 PM

## RE: Rules committee bvcc

To john murphy <sagomon@comcast.net>

---

John,

These are questions that should be posed to the Board at its monthly board meeting.

Alan

---

**From:** john murphy <sagomon@comcast.net>

**Sent:** Friday, January 14, 2022 2:01 PM

**To:** Alan Blake <ablake@rocnh.org>

**Subject:** Rules committee bvcc

Alan,

At the last board meeting you suggested that starting committees a rules enforcement committee and a members welcoming committee.

In order to help with getting out of default I volunteered for the rules enforcement committee and I assume some others did as well. Training was last night and I was the only volunteer to attend along with 3 board members.

I have a few questions. Should members be allowed on the committee that have not attended the training class? Should the committee be allowed to have more than one board member on it? I am not trying to cause trouble but want to make sure that standard recommended practices are being followed . John Murphy 29 Cheryl Dr ,Allenstown.NH.0275

1/22/22, 12:59 PM

Xfinity Connect Audit Printout

john murphy <sagomon@comcast.net>

11/10/2021 10:59 AM

## Audit

To dkenison@foxfirenh.com <dkenison@foxfirenh.com> •  
ssaltzman@communityloanfund.org <ssaltzman@communityloanfund.org> •  
cclasby@rocnh.org <cclasby@rocnh.org>

---

Dawn, According to the letter of default CLF has given all permissions needed to complete all the financials for 2020 and 2021 if I read that correctly that means the 2020 audit. Who to contact to find out when it will be released? Thank you

Dawn Kenison <[dkenison@foxfirenh.com](mailto:dkenison@foxfirenh.com)>

11/10/2021 11:06 AM

## RE: Audit

To john murphy <[sagomon@comcast.net](mailto:sagomon@comcast.net)> •  
ssaltzman@communityloanfund.org <[ssaltzman@communityloanfund.org](mailto:ssaltzman@communityloanfund.org)> •  
cclasby@rocnh.org <[cclasby@rocnh.org](mailto:cclasby@rocnh.org)>

---

Hi John:

These are good questions. I will defer to Chris Clasby on this question.

***Dawn Kenison, CMCA***  
***Property Manager***

Foxfire Property Management, Inc.  
PO Box 1438, Concord, NH 03302  
Tel: 603-228-2151 ext. 302  
Email: [dkenison@foxfirenh.com](mailto:dkenison@foxfirenh.com)



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---

**From:** john murphy <[sagomon@comcast.net](mailto:sagomon@comcast.net)>  
**Sent:** Wednesday, November 10, 2021 10:59  
**To:** Dawn Kenison <[dkenison@foxfirenh.com](mailto:dkenison@foxfirenh.com)>; [ssaltzman@communityloanfund.org](mailto:ssaltzman@communityloanfund.org); [cclasby@rocnh.org](mailto:cclasby@rocnh.org)  
**Subject:** Audit

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dawn, According to the letter of default CLF has given all permissions needed to complete all the financials for 2020 and 2021 if I read that correctly that means the 2020 audit. Who to contact to find out when it will be released? Thank you

---

- image001.jpg (6 KB)

john murphy <sagomon@comcast.net>

11/22/2021 8:22 AM

## Fwd: Board of directors bylaws

To sduprey@foxfirenh.com <sduprey@foxfirenh.com>

---

----- Original Message -----

From: john murphy <sagomon@comcast.net>

To: [ssaltzman@communityloanfund.org](mailto:ssaltzman@communityloanfund.org), [cclasby@rocnh.org](mailto:cclasby@rocnh.org), [ablake@rocnh.org](mailto:ablake@rocnh.org),  
[treardon@communityloanfund.org](mailto:treardon@communityloanfund.org)

Cc: [dkenison@foxfirenh.com](mailto:dkenison@foxfirenh.com), [gneagle@foxfirenh.com](mailto:gneagle@foxfirenh.com)

Date: 11/22/2021 3:26 AM

Subject: Board of directors bylaws

Tomorrow night the new board is taking control and supposed to follow the bylaws. Our bylaws call for board members to be bonded for \$1000 .With all the irregularities that occurred with the previous board and the audit I demand that this be followed thru with the new board, especially with a treasurer who has a tax lien of over \$2000 on their home and had to make a payment plan for back rent at the last minute to be allowed to be on the ballot. This information is available on the NH tax kiosk and is not private. See below.

Home
Notices
Contact
FAQ
Log Out
Data last updated on Nov 18 2021

Displaying results for Owner: THIBEAULT, SR., MARK W.

Due amounts reflect interest as of 11/22/2021.

There are 42 results that may be similar to your search.

The total due on this page is \$2,140.82.

Cart Total: \$0

Show Unpaid Only

---

**Invoice Number: 2021P02025802**

Current Owner	THIBEAULT, SR., MARK W.	Due Date	12/9/2021
Current Owner 2	THIBEAULT, LINDALEEEA.	Bill Amount	\$809.00
Billed Owner	THIBEAULT, SR., MARK W.		
Location	3 LANE DRIVE	Principal	\$809.00
Type	Property Tax	Interest	\$0.00
Map-Lot-Sub	000107-000012-000020	Penalties	\$0.00
Acres	0	<b>Total Due</b>	<b>\$809.00</b>

▾  
 ▾

The Net Assessment was \$46,500 at the time of this bill.

---

**Invoice Number: 2021P01025801**

Current Owner	THIBEAULT, SR., MARK W.	Due Date	7/1/2021
Current Owner 2	THIBEAULT, LINDALEEEA.	Bill Amount	\$656.00
Billed Owner	THIBEAULT, SR., MARK W.		
Location	3 LANE DRIVE	Principal	\$656.00
Type	Property Tax	Interest	\$20.70
Map-Lot-Sub	000107-000012-000020	Penalties	\$0.00
Acres	0	<b>Total Due</b>	<b>\$676.70</b>

\*Per Diem Interest is \$0.1438

▾  
 ▾

The Net Assessment was \$44,800 at the time of this bill.

---

**Invoice Number: 2021L01000168**

Current Owner	THIBEAULT, SR., MARK W.	Due Date	6/15/2021
Current Owner 2	THIBEAULT, LINDALEEE A.	Bill Amount	\$617.24
Billed Owner	THIBEAULT, SR., MARK W.		
Location	3 LANE DRIVE	Principal	\$617.24
Type	Lien	Interest	\$37.88
Map-Lot-Sub	000107-000012-000028	Penalties	\$0.00
Acres	0	<b>Total Due</b>	<b>\$655.12</b>

**Making a Partial Payment?**  
 Partial payments can be made by adjusting the Payment Amount on the CheckOut Page. If you haven't already added an invoice to the cart do so now by clicking ADD TO CART. Continue to the CheckOut Page by clicking 'Check Out' above.

**TO MAKE AN ONLINE PAYMENT:**

Please go back to the main page at [Allenstownnh.gov](http://Allenstownnh.gov) and click on the red "tax payments" button.

**OTHER PAYMENT OPTIONS:**  
 CASH or CHECK

**US Mail:**  
 16 School St  
 Allenstown NH 03275

**In Person at**  
 16 School St  
 Allenstown NH 03275

**Office hours:**  
 Mon 7:30am to 6:15pm  
 Tues-Thurs  
 7:30am to 5:15pm

Let's get this new board off on the right foot by following the bylaws as they are supposed to do and as stated as part of the conditions of having the default notice removed. John Murphy 29 Cheryl dr, Allenstown, NH. 0327

[https://connect.xfinity.com/appsuite/v=7.10.5-18.20211207.053250/print.html?print\\_1642875588587](https://connect.xfinity.com/appsuite/v=7.10.5-18.20211207.053250/print.html?print_1642875588587)

2/3

john murphy <sagomon@comcast.net>

12/7/2021 11:34 AM

Fwd: Jeopardy of the park.

To cclasby@rocnh.org <cclasby@rocnh.org> • ablake@rocnh.org <ablake@rocnh.org>

---

----- Original Message -----

From: john murphy <sagomon@comcast.net>

To: [dkenison@foxfirenh.com](mailto:dkenison@foxfirenh.com)

Date: 12/07/2021 11:03 AM

Subject: Jeopardy of the park.

Dawn,

Bonnie says you are not feeling well and I apologize for bothering you. I would like to know who I should email with concerns of the actions of this board. Specifically their or Robins refusal to turn over the blueprints of the park plumbing. They show where all the shut off are located and if there happens to be a major leak the maintenance company will waste time and water looking where to shut the water off. Then there is the refusal for keys to the pump houses and a tour to see how they work. This is all done by Robin to get his job back as he thinks his knowledge is enough power to hold the park hostage in the event of a major problem. No one is important enough that they can't be replaced. I have more than this. I just don't understand why ROC-NH refuses to back you up and give the board and ultimatum of either release the required information or they will be removed or the loan called in. Let me know what else we can do to support you. John Murphy



1/22/22, 4:14 PM

Xfin

Printed Printout

Corporate Division <corporate@sos.nh.gov>

9/20/2021 9:06 AM

## FW: Incorrect annual report filed

To sagomon@comcast.net <sagomon@comcast.net>

Thank you for your email,

Unfortunately there is no way to change the 2020 or 2021 reports once they have been filed.

If you have further questions, please reply to this email or call our Corporate Information Line at 603-271-3246, 8:00am to 4:30pm, Monday through Friday.

Warm regards,  
New Hampshire Secretary of State  
Corporations Division  
Email: [corporate@sos.nh.gov](mailto:corporate@sos.nh.gov)

**From:** john murphy <[sagomon@comcast.net](mailto:sagomon@comcast.net)>  
**Sent:** Monday, September 20, 2021 8:47 AM  
**To:** Corporate Division <[Corporate@SOS.NH.GOV](mailto:Corporate@SOS.NH.GOV)>  
**Subject:** Fwd: Incorrect annual report filed

----- Original Message -----

**From:** john murphy <[sagomon@comcast.net](mailto:sagomon@comcast.net)>  
**To:** "annualreports@sos.nh.gov" <[annualreports@sos.nh.gov](mailto:annualreports@sos.nh.gov)>  
**Date:** 09/20/2021 8:44 AM  
**Subject:** Incorrect annual report filed

What do we do when an incorrect annual report is filed with the state. Above are the reports for 2019 and 2020 two most glaring errors are in the 2020 report filed 8/3/2021. Please note the expenditures of only \$30000 compared to the 2019 report and the salary of the maintenance dept alone is over \$95000. The second error is in the total liabilities, notice the 2019 has what are loans total almost \$22 million while the 2020 report list a little over \$13 million. How in the world can the loan be paid off that fast when the total income is around \$2 million. John Murphy

sagomon@comcast.net <sagomon@comcast.net>

9/20/2021 3:46 PM

## Re: FW: Incorrect annual report filed

To Corporate Division <corporate@sos.nh.gov>

---

Are there any penalties involved with a false report ?

On 09/20/2021 9:05 AM Corporate Division <corporate@sos.nh.gov> wrote:

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If you have further questions, please reply to this email or call our Corporate Information Line at 603-271-3246, 8:00am to 4:30pm, Monday through Friday.

Warm regards,

New Hampshire Secretary of State

Corporations Division

Email: [corporate@sos.nh.gov](mailto:corporate@sos.nh.gov)

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**Subject:** Fwd: Incorrect annual report filed

----- Original Message -----

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**To:** "[annualreports@sos.nh.gov](mailto:annualreports@sos.nh.gov)" <[annualreports@sos.nh.gov](mailto:annualreports@sos.nh.gov)>  
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Corporate Division <corporate@sos.nh.gov>

9/20/2021 4:01 PM

RE: FW: Incorrect annual report filed

To sagomon@comcast.net <sagomon@comcast.net>

---

Thank you for your email,

We are not a legal or enforcement agency. There are no penalties or punishments by our office.

If you have further questions, please reply to this email or call our Corporate Information Line at 603-271-3246, 8:00am to 4:30pm, Monday through Friday.

Warm regards,  
New Hampshire Secretary of State  
Corporations Division  
Email: [corporate@sos.nh.gov](mailto:corporate@sos.nh.gov)

**From:** [sagomon@comcast.net](mailto:sagomon@comcast.net) <[sagomon@comcast.net](mailto:sagomon@comcast.net)>  
**Sent:** Monday, September 20, 2021 3:47 PM  
**To:** Corporate Division <[Corporate@SOS.NH.GOV](mailto:Corporate@SOS.NH.GOV)>  
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New Hampshire Secretary of State  
Corporations Division  
Email: [corporate@sos.nh.gov](mailto:corporate@sos.nh.gov)

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From: john murphy <[sagomon@comcast.net](mailto:sagomon@comcast.net)>

To: "[annualreports@sos.nh.gov](mailto:annualreports@sos.nh.gov)" <[annualreports@sos.nh.gov](mailto:annualreports@sos.nh.gov)>

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john murphy <sagomon@comcast.net>

1/8/2022 10:57 AM

## Bear View Crossing Cooperative

To Hff123@aol.com <hff123@aol.com> • attorneygeneral@doj.nh.gov <attorneygeneral@doj.nh.gov>

---

Hello,

I need some help with an audit that was supposed to be completed by May 2021 for the 2019-2020 years of Bear Veiw Crossing Coop. Per Section 301-A:30 - Annual Audit or Review which has yet to be presented to the membership.

Because of poor managing by the Board of Directors this, the annual meeting that was due in May of 2021 along with elections were not done. The annual budget was supposed to be presented and approved at the annual meeting and this never happened so we were operating with no budget till November 14<sup>th</sup> when the annual meeting was held and budget approved. However during this time and against our bylaws the President of the board withdrew \$5000 for a retainer for a 2<sup>nd</sup> attorney without membership approval per our bylaws and no budget to provide for the expenditure. This should fall under misappropriation of funds. The membership has no idea what this attorney was used for ,it could have been used for personnel legal advice for the President of the board and not in the best interest of the coop at the time.

Because of the above we have been put in default of a loan agreement with Community Loan Fund on October 31,2021.They have appointed Foxfire property Management to deal with all maintenance and financial decisions of the coop as well as giving them authority to provide all necessary information to complete the audit.

At the annual meeting held November 14,2021 it was announced that the audit was completed and would be released in about 2 weeks. Also that about \$150,000 was unaccounted for most likely due to poor managing and missing receipts. It has now been about 7 weeks and the audit still has not been released to the members and all emails to community loan fund asking for updates on the audit and default have gone unanswered. I would think there is enough information provided here to interest the Attorney General and start an investigation as to why the audit has not been released.

Also if you look at the annual report that was filed late on August 3,2021 you will see that the numbers are made up and this was filled out under penalties of perjury per our bylaws. The expenditure line alone of \$30,000 is a sure tell as the person filling it out was employed by the coop with a salary of \$65,000.

Just to sum up things, no one seems, to want to help us and it looks like there was tax evasion which is also a criminal activity along with misappropriation of funds.

The CHLF refusal to address our concerns is a red flag. What are they hiding?

John Murphy  
29 Chery Dr  
Allentown,NH.03275  
603-210-1562

Angela Perry <angela.s.perry@doj.nh.gov>

1/20/2022 1:47 PM

## RE: Bear View Crossing Cooperative

To sagomon@comcast.net <sagomon@comcast.net>

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Dear John,

I am responding to your email that you sent to the Consumer Protection and Antitrust Bureau (Bureau).

Please note that our office does not enforce 301-A. If you believe there is a standalone unfair or deceptive act or practice (not tethered to the requirements of 301-A), you may wish to file a complaint with our office. The complaint form is located on our website at: [www.doj.nh.gov/consumer](http://www.doj.nh.gov/consumer). The complaint form may be filed electronically (including attachments) or downloaded and mailed to our office.

If you need legal advice or legal representation, you may wish to contact a private attorney because the Bureau is a law enforcement agency that represents the State of New Hampshire and is not empowered by law to act as your private attorney, provide legal advice or take your case. If you file a complaint, the Bureau would review your complaint for violations of consumer protection laws and take action accordingly.

To ensure that your interests are represented, below is a list of services that may assist you in finding a private attorney as well as information about small claims and superior court:

- Lawyer Referral Services – (603) 229-0000
- Legal Advice and Referral Center (LARC) – (800) 639-5290
- Senior Law Project (senior citizens 60 and older) – (888) 353-9944
- Small Claim General Information – (877) 641-0966

If you chose to file a consumer complaint, the Bureau would need to fully understand what happened with the business. Therefore, with your complaint form please be sure to include copies of all documents with the complaint form. The documentation needed would include copies of your contract and/or sales agreement, receipts, copies of proof of payment, and a timeline narrative of your interaction with the business.

An attorney and a paralegal will review your complaint to determine if the business's conduct violates New Hampshire consumer protection laws, including the New Hampshire Consumer Protection Act, RSA 358-A ("CPA"). The review process may take several weeks to complete. Please ensure that you have provided the Bureau with copies of the documents requested as proper documentation can expedite the review process.

Thank you for contacting the Consumer Protection and Antitrust Bureau.

Thank you,  
Angela S. Perry  
Paralegal  
Consumer Protection and Antitrust Bureau  
NH Department of Justice  
33 Capitol Street  
Concord, New Hampshire 03301  
Tel: (603) 271-2150  
Fax: (603) 271-2110

[angela.s.perry@doj.nh.gov](mailto:angela.s.perry@doj.nh.gov)

STATEMENT OF CONFIDENTIALITY

The information contained in this electronic message and any attachment to this message may contain confidential or privileged information and are intended for the exclusive use of the addressee(s). Please notify the Attorney General's Office immediately at (603) 271-3658 or reply to [justice@doj.nh.gov](mailto:justice@doj.nh.gov) if you are not the intended recipient and destroy all copies of this electronic message and any attachments.

**From:** john murphy <[sagornon@comcast.net](mailto:sagornon@comcast.net)>  
**Sent:** Saturday, January 8, 2022 10:58 AM  
**To:** [Hff123@aol.com](mailto:Hff123@aol.com); DOJ: Attorney General <[attorneygeneral@doj.nh.gov](mailto:attorneygeneral@doj.nh.gov)>  
**Subject:** Bear View Crossing Cooperative

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

Hello,

I need some help with an audit that was supposed to be completed by May 2021 for the 2019-2020 years of Bear View Crossing Coop. Per Section 301-A:30 - Annual Audit or Review which has yet to be presented to the membership.

Because of poor managing by the Board of Directors this, the annual meeting that was due in May of 2021 along with elections were not done. The annual budget was supposed to be presented and approved at the annual meeting and this never happened so we were operating with no budget till November 14<sup>th</sup> when the annual meeting was held and budget approved. However during this time and against our bylaws the President of the board withdrew \$5000 for a retainer for a 2<sup>nd</sup> attorney without membership approval per our bylaws and no budget to provide for the expenditure. This should fall under misappropriation of funds. The membership has no idea what this attorney was used for, it could have been used for personnel legal advice for the President of the board and not in the best interest of the coop at the time.

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John Murphy  
29 Chery Dr  
Allentown,NH.03275  
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The bottom third of the page is blank white space, containing no text or other content.

# Voting Sheets

**Senate Commerce Committee**  
**EXECUTIVE SESSION RECORD**  
*2021-2022 Session*

Bill # SB 324-FN

Hearing date: 2/1/22

Executive Session date: 3/8/22

Motion of: OTP-A Vote: 5-0

Committee Member	Made by	Second	Yes/	No
Sen. French, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sen. Gannon, V-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sen. Bradley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sen. Cavanaugh	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sen. Soucy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion of: Amendment (0988s) Vote: 5-0

Committee Member	Made by	Second	Yes/	No
Sen. French, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sen. Gannon, V-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sen. Bradley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sen. Cavanaugh	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sen. Soucy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion of: \_\_\_\_\_ Vote: \_\_\_\_\_

Committee Member	Made by	Second	Yes	No
Sen. French, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sen. Gannon, V-Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sen. Bradley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sen. Cavanaugh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sen. Soucy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Reported out by: Sen. French

Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# Committee Report

STATE OF NEW HAMPSHIRE  
SENATE  
REPORT OF THE COMMITTEE

Tuesday, March 8, 2022

THE COMMITTEE ON Commerce

to which was referred **SB 324-FN**

AN ACT

establishing a condominium, homeowners'  
association, and cooperative dispute resolution  
board and relative to the authority of homeowners'  
associations.

Having considered the same, the committee recommends that the Bill

ought to pass with amendment

by a vote of: 5-0

Amendment # 1021s

Senator Harold French  
For the Committee

Aaron Jones 271-4063

**COMMERCE**

**SB 324-FN**, establishing a condominium, homeowners' association, and cooperative dispute resolution board and relative to the authority of homeowners' associations.

Ought to Pass with Amendment, Vote 5-0.

Senator Harold French for the committee.

**Docket of SB324**

Docket Abbreviations

**Bill Title:** (New Title) relative to the resolution of disputes for condominium unit owners, homeowners' association unit owners, and tenant owned manufactured housing parks.

*Official Docket of SB324.:*

<b>Date</b>	<b>Body</b>	<b>Description</b>
12/15/2021	S	To Be <b>Introduced</b> 01/05/2022 and Referred to Commerce; <b>SJ 1</b>
1/20/2022	S	<b>Hearing:</b> 02/01/2022, Room 101, LOB, 09:15 am; <b>SC 4</b>
3/8/2022	S	Committee Report: Ought to Pass with Amendment <b>#2022-1021s</b> , 03/17/2022; <b>SC 11</b>
3/17/2022	S	Committee Amendment <b>#2022-1021s</b> , AA, VV; 03/17/2022; <b>SJ 5</b>
3/17/2022	S	<b>Ought to Pass with Amendment</b> 2022-1021s, MA, VV; OT3rdg; 03/17/2022; <b>SJ 5</b>
3/23/2022	H	Introduced 03/17/2022 and referred to Commerce and Consumer Affairs
4/5/2022	H	Public Hearing: 04/13/2022 11:00 am LOB 302-304
4/5/2022	H	Subcommittee Work Session: 04/14/2022 10:00 am LOB 302-304
4/13/2022	H	Executive Session: 04/20/2022 01:00 pm LOB 302-304
4/22/2022	H	Committee Report: Inexpedient to Legislate (Vote 18-0; CC)
5/4/2022	H	Inexpedient to Legislate: MA VV 05/04/2022 <b>HJ 11</b>

NH House

NH Senate



# Other Referrals

**Senate Inventory Checklist for Archives**

Bill Number: SB 324-FN

Senate Committee: Commerce

Please include all documents in the order listed below and indicate the documents which have been included with an "X" beside

Final docket found on Bill Status

**Bill Hearing Documents: {Legislative Aides}**

Bill version as it came to the committee

All Calendar Notices

Hearing Sign-up sheet(s)

Prepared testimony, presentations, & other submissions handed in at the public hearing

Hearing Report

Revised/Amended Fiscal Notes provided by the Senate Clerk's Office

**Committee Action Documents: {Legislative Aides}**

All amendments considered in committee (including those not adopted):

- amendment # 00058     - amendment # 07888

- amendment # 07038     - amendment # 10218

Executive Session Sheet

Committee Report

**Floor Action Documents: {Clerk's Office}**

All floor amendments considered by the body during session (only if they are offered to the senate):

\_\_\_ - amendment # \_\_\_    \_\_\_ - amendment # \_\_\_

\_\_\_ - amendment # \_\_\_    \_\_\_ - amendment # \_\_\_

**Post Floor Action: (if applicable) {Clerk's Office}**

\_\_\_ Committee of Conference Report (if signed off by all members. Include any new language proposed by the committee of conference):

\_\_\_ Enrolled Bill Amendment(s)

\_\_\_ Governor's Veto Message

**All available versions of the bill: {Clerk's Office}**

as amended by the senate    \_\_\_ as amended by the house

\_\_\_ final version

Completed Committee Report File Delivered to the Senate Clerk's Office By:

Aaron Jones  
Committee Aide

7/8/22  
Date

Senate Clerk's Office AIC