

President's Report, January 2014

During the last month or so, I have received holiday letters from family and friends, as you no doubt have also. These letters provide highlights of their past year's comings and goings, achievements and, sometimes, sorrows. These acts of looking back into the past and sifting out that which seems to be worth remembering and sharing this with people you care about seems to me to be an apt model for me to look back on, not just the year 2013, but all the years that I have been president of this condo association. I am looking at highlights of the big picture, patterns that become more clearly visible as one moves along and can see revealed the various combinations and permutations, free of the daily clutter that is always an ongoing part of, not just community living, but life itself.

But First!

A Word About Condominiums:

Condominiums are legal group living establishments in which individual owners of units share the ownership of and responsibility for common elements through a representative board. The board is charged with responsibly and reasonably maintaining the safety and well-being of the property for the benefit of all owners and residents. The board is supported in these efforts by the management company. This is the resident's home, but, because it is also the home of many other residents, the condominium documents and the board set certain constraints for the general welfare. Constraints are also defined by the annual budget, the amount of funds in our reserves, and by the amount of insurance coverage. For all to work effectively, a high degree of communication and trust must exist between owners, the board, and the management company.

COMMUNICATION

Looking back, the overarching highlight is communication. It was communication that first propelled me to seek election as a member of the board in August of 2006. That August, five owners were elected to the board following the removal of the three previous board members by more than a 2/3 vote of unit owners for persistent refusal to communicate with owners. The following February I was elected by the new board members to be the new president. One of my first tasks was to get our then management company, which also owned a maintenance company, to provide information on projected materials and labor along with the provided total cost for a planned maintenance job. Three days into my new position I received a phone call from the owner of both the management and the maintenance companies, who I had never met, and I understand had never visited the property nor met any board member. He cursed me for asking for such “restricted” information. So it was then clear that No Communication was the culture here. The new board’s first effort to change this culture was to begin taking and distributing minutes of board meetings (hard copies put under doors). We started a newsletter to explain what board members did: for example, the first issue listed the emails sent and received, the phone calls and person-to-person meetings, and the subject of each, day by day, for my first week as president. We wrote “Board Procedures,” which is all about effective and respectful communication, and have tried to live up to it. After we were able to contract with Vision Management LLC, we added to the annual proposed budget two new features: (1) for each line item we added the amount per unit, per month, and (2) an information sheet explaining the reason for each line item and amount. In 2010, we created an Information Packet for Unit Owners (pdf), containing board member names and contact information, management company contact information, emergency information, our condominium Governing Documents, background information for recent actions by the board, current budget, the building envelope study by our contracted engineering firm, a recent change by our attorney in the unit sale disclosure statement, the (then) new Single Stream Recycling, and other topics then current. After that I put together portfolios for local politicians containing the history of this building, information on the maintenance issues and our efforts to address them—all in the hope that funds might be generated from government sources. Then, by putting together elements of both the Information Packet for Unit Owners and the portfolios for legislators, and adding much more, in late 2010 www.hillsideplacecondo.com was created with the following sections:

Home (The first sentence reads, “Hillside Place is a condominium located in the Walnut Hill National Historic Landmark District in New Britain, Connecticut.” This page reproduces a historical photograph of the main building and the annex as it originally appeared. Two recent photographs show views of historical interiors. There is also a Google map of our location.),

Early History (including additional photographs, State Normal School in Educational History [beginning in 1837], State Normal School in Architectural History [beginning in 1882], New Britain School Administration Building [beginning in 1925],

Walnut Hill Historic Landmark District [beginning in 1974], and sale of 27 Hillside Place To Be Condominiums [beginning in 1985]),

Living At Hillside Place (including photographs of various current interiors, illustrating ways that some units have been decorated, plus basic information about the units),

General Information (including Governing Documents, “Executive Board Position Paper and Board Procedures,” trash and recycling information, forms, and parking map),

Extra Information (including information about “Greater New Britain”),

Unit Owners’ Page (which requires a special password and contains financial and maintenance information),

On each page is a Contact connection.

Also in 2010, the State Legislature passed the first in a series of Revisions to Common Interest Ownership Act (CIOA), which had the basic intent of improving communication between and among boards, management companies, and owners of units in group living complexes. One section of the CIOA Revisions legalized communication by email, once the owner has given written permission, of matters of business of the group living association. From that point, we created a form and began to get permissions. Now we are able to communicate with all owners by email.

ORGANIZATION: FROM CASE BY CASE TO STRUCTURES

In the early days, the board dealt with matters that came before it on a case by case basis. Some board members saw their position on the board as their opportunity to get what they wanted for themselves and their friends. (An egregious example is one board member with three family members all occupying one unit and assigned four reserved parking spaces, also sole use of a common element closet; then both the reserved parking and closet were put in their sale document so the next owner of that unit also had use of same. During that period there were spaces for only three visitors, i.e., three parking spaces total for visitors of residents in thirty units!) Dealing case by case is usually satisfying to the people involved and to board members, who are happiest when they are making someone else happy. Unfortunately, other owners tend to suspect—or know very well—that the playing field is far from level. And in terms of practicality, dealing with each matter on a case by case basis is a lot of work for the volunteer board.

So, my second highlight that spans many years is moving away from responding to issues on a case by case basis to creating structures that place most issues in categories, and then developing the condominium Rules to address these categories.

(Rules are the section of the condominium documents which relate to all owners and residents.) In addition to issues of bias and compounding work for board members and, very often, management, a major problem with dealing with matters on a case by case basis is that it is all after the fact. By amending (redesigning) a Rule, with all owners being able to read and ask questions before it becomes effective, owners and all residents can learn to act accordingly, and, thus, avoid the issue. Sometimes it takes more than one redesign to get the Rule to work as intended, causing a rocky time for everyone. Eventually the Rule gets settled, residents learn new patterns of behavior, and incidents are reduced. Greatly helping this process is enforcement of Rules by use of notice, hearing, and, if necessary, a fine. The notice and hearing process, although always a part of our Bylaws, seemed to not have been used here until Vision Management suggested this could get us out of the bind when persuasion wasn't working; fortunately this process has only had to be used on a few occasions.

As a result of our amending Rules, the number of problems with motor vehicles, interior decoration, and pets has sharply declined.

OUR BEAUTIFUL OLD BUILDING AND EFFORTS TO REPAIR IT

The January 5, 1984, issue of the New Britain Herald, stated, "The assistant superintendent [of New Britain Public Schools] said he was surprised the bricks fell [from the tower of what was then the Board of Education and is now our condominium] since the building has had no serious problems in over a century of service. . . ." Two points here: (1) this is the first document we have found that refers to the building's maintenance problems, and (2) public school buildings are notorious for receiving maintenance attention only after all other school needs are met, therefore, almost never. Anyway, in 1984, the City decided that they couldn't afford the needed repairs, the Board of Education quickly moved out, and the City—eventually—decided to sell the property to a private development company to be turned into a housing condominium, which opened in 1991.

The first condominium record found that relates to maintenance issues dates from October, 2003: a special assessment of \$500. per unit for four items, two of which are "Repair of the north and west sections of the roof" and "Repair water damage to units and common areas caused by roof leaks." The first manager, at a unit owners meeting, September 2004, stated:

Due to the age of the building constant maintenance is required. Over the years the roof has had many problems - and over the years repairs have been made to those sections that leaked in an effort to solve the problem of water damage. In early spring of 2004 the last section was replaced. One section in particular was very difficult to repair since there are air conditioning units on the west side of the roof. The Board feels that these repairs have solved the problem of the roof leaking during rain storms. In recent years several chimneys and areas just

below the gutters on the annex were pointed. This was a large job requiring scaffolding. . . .

Significant amounts of money, largely through special assessments, have gone to building repairs, both common elements and units damaged by water infiltration. What that early manager described could have been repeated with few changes every few years. (“Deja vu all over again.”) As we came to realize, we had a history of moving forward on maintenance projects that had been insufficiently researched, with building contractors that were insufficiently vetted, and projects that were long on expectation and short on lasting quality. (An egregious example is the management company’s maintenance company’s crew sent here to do a masonry job without a mason in the bunch, and, certainly, no one who knew the needs of 100-year-old bricks and mortar. The management company’s contact person with us, when pressed, finally admitted fault, but the owner did not. Their way of handling the situation was to send his crew out again to undo the previous “repair.” Unfortunately, this only caused further damage.) It wasn’t long before owners and the board began speaking of our “band-aid repairs.”

In early 2009, Vision Management began to talk to the board about going beyond “band-aid repairs” and our need to contract with a reputable engineering firm to do a comprehensive study of our building “envelope” and propose a new roof design. The board opened the discussion to include the owners, who strongly supported long-term solutions. After months of study, review, and helping everyone understand the pros and the cons, on September 8, 2009, the owners approved a special assessment to fund a building envelope study. (This study was architectural and structural investigation via ground and aerial lift on the exterior and water damaged areas of the interior areas of concern. Investigation was physical testing by varying methods and involved no structural penetration.) Structures North Consulting Engineers, Inc., conducted the study in late 2009. This firm, chosen from a field of four, specializes in historic masonry properties, with successful work at Hartford’s Trinity College and Wadsworth Atheneum,

For details of this project, unit owners may go to www.hillsideplacecondo.com, Unit Owners’ Page, 5) Condominium Building Issues and Maintenance, Engineering Study & Funding Efforts: Documents from 2003 to today (color coded):

- 2009.11.06 Email from Management to Board Members;
- 2010.01.26 Minutes of Board Meeting, VIII. Manager’s Report, B. Engineering;
- 2010.02.23 Minutes of Board Meeting, IX. Old Business, B. Engineering;
- 2010.03.13 Announcement of March 13, 2010, Meeting to Present Engineer Study;
- 2010.07.27 Minutes of Board Meeting, IX. Old Business, A. Building Project;
- 2010.08.24 Minutes of Board Meeting, VIII. Manager’s Report, E. Building Project; and
- 2010.10.26 Minutes of Board Meeting, IX. Business, Old, A. Design Stage of the Special Project Plan.

In November of 2010, I began meeting with various legislators and state and municipal agency heads in search of possible building funds. In January of 2011, Tim O'Brien, State Representative, New Britain/Newington, drafted Proposed H.B. No. 5166 An Act Authorizing Bonds of the State to Rehabilitate the State Normal School in New Britain, which, eventually, died in committee. No one has indicated outside funds were available, but we have much good will and best wishes.

The point that is repeatedly brought up both by people in government and by private fundraisers is the necessity for current unit owners to demonstrate their willingness to help themselves by significantly contributing to a fund for our building repairs and restoration or begin funding the repair and restoration work. Especially now when the economy is not robust and jobs are at a premium, there is little outside incentive to help us repair our home while we sit back, hoping others will take the lead. (Many years ago, a board member was confident that, if he asked, Oprah Winfrey would gladly pay for this work, after all her best friend is from Connecticut. Somehow or other, that idea didn't pan out.)

In June of 2011, the board was united in seeking to do what we could, using our own limited funds. This led Vision to explore with the engineers new ways to do, not the needed full repairs, but "smarter band-aids," that is, roof repairs that would effectively stop leaks for longer periods than we had previously experienced. The outcome of this exploration was, in the fall of 2011, the use of rubber membrane, designed for flat roofs, but used here to cover roof slopes, skylights, and chimneys. This was a significant upgrade over heavy-duty tarps, which last only a year. Although this is an unusual use for rubber membrane and therefore there can be no experience-based projections, our engineers and contractors are telling us to anticipate a minimum of 10 years to, perhaps, 25 years. The initial expense is greater, but over time it is a significant saving. Like tarps, it is applied over the roof elements. This work was approved and funded by special assessment. In the areas where applied in 2011, there have been no reports of leaks, even from Storm Sandy and the Blizzard of 2013 (30+ inches of snow in one day).

"Project Specifications: Masonry and Roof Repairs of the Hillside Place Condominiums, New Britain" were completed by Structures North in March, 2012. With this information we have been able to go to bid for historic building construction (masonry and roof) contractors. (For details, see: 2012.04.13 Email from Chris Weiland to Unit Owners, Re Hillside Place Building Project Update; and 2013.04.24 Minutes of Board Meeting, IV. Manager's Report.)

During the last few years, a flooding problem was caused by land depression between the main building and the annex which resulted in water flowing down the ramp and under the exterior door to the interior ramp and the first floor area, all interiors carpeted. In 2013, a new, and lower, drainage grate to an existing storm drain was installed, which, with increased attention by our landscape/snow contractor to keep the exterior ramp clear of debris, has eliminated the water infiltration problem.

The Minutes of Board Meeting, October 22, 2013, Manager's Report, A. Recent Leaks and Roof Repairs, state:

There have been no recent leaks. We are waiting until spring of 2014 for roofing the upper part of the roof with asphalt shingles, removing skylights, rebuilding and increasing the height of the A/C platform, partially siding the main air vent with vinyl siding, and covering the middle chimneys with rubber membrane.

Based on the success of the roof repairs of two years ago on the east side after which all leaks ended, we anticipate similar success with this more extensive roof work. This work is still to be categorized as a band-aid and certainly not the needed historical preservation roof work as outlined in the envelope study done by Structures North Consulting Engineers, Inc. in 2008. However, it is expected to preserve the roof for another 20 to 25 years, thus allowing us to tackle the other needed maintenance areas of our property and time to create a funding package which can lead to the major work, according to the Structures North specifications and in line with the Secretary of the Interior guidelines for preservation of historic properties.

The funds for this work were included in the proposed budget for 2014. At the Budget Meeting held on November 25, 2013, the unit owners passed the budget for 2014. The work will be done in the spring. So, slowly, we are moving ahead with our own funds.

WORKING WITH CONTRACTORS

In the past, we had had a virtual revolving door for contractors: many here for a year or two, some even less than a year; at one time or another offending the board or a unit owner, and then being let go. With the help of Vision Management, we began to change our approach to working with contractors. If they seemed overall to be satisfactory, then, when something went wrong, instead of canning them, we began to help them do a better job. When contractors realize that we have an investment in them, that we want to continue working with them, they, or so it seems to me, are more willing to work with us, to learn how they can do better. This is especially important here, for the obvious reason that our property is both unique and complex. All new sites present issues that require learning. Our property presents issues that require learning in spades—learning that is only gained over time. We are helping our contractors in this learning and by so doing we all benefit.

CONTINUITY: ON BOARD, OF MANAGEMENT COMPANY

The points made above about the need for contractors to learn the unique and complex aspects of this property is even more the case for board members and the management company. As previously mentioned, I have been on the board for about seven years, president for about six years. (After we were able to separate from our previous management and hire Vision Management, I, exhausted, left the board, then returned

by election at the next annual meeting.) I have to confess I have made many mistakes, especially in the early years, because of my need to learn how to work with a board, my lack of knowledge of our legal documents, and my lack of knowledge of our building. Chris Weiland of Vision Management, already knowing condo rules and regulations, by studying original architectural drawings and by leading contractors throughout our property, was a fast learner of our complex property. As he helped contractors learn, so he helped me and other board members learn. My extended time on the board, plus my generating much of the communication described above, has resulted in a wealth of stored information. David Aubin has been on the board about three years and he has also gained a wealth of information. It is unfortunate that this development as board members, made possible through our long time on the board, has been simultaneous with the number of board members becoming fewer. Elections are held at our Annual Meeting, scheduled during the summer. In 2013, no one chose to run. I hope it is a different story at the 2014 meeting.

Looking Ahead

I am in the middle of a major project, organizing all board and management files that have come down to us: almost nothing from our condo's first ten years, spotty from 2001 to 2006, voluminous after 2006. My organization comprises two sections: (1) the current file, which is current both by date and by ongoing relevance, and (2) all other documents ordered by year. Boxes and boxes. Once this is done, most of the boxes go out of my unit and into storage.

Also, we have just received the following two publications:

Walnut Hill Historic Rehabilitation Handbook

This handbook is for property owners in the Walnut Hill Historic District of New Britain, Connecticut, who are interested in rehabilitating their properties and seeking guidance on available processes, procedures, and opportunities.

This Handbook was prepared in November 2013 by The Cecil Group for the City of New Britain with support from the Connecticut Trust for Historic Preservation, generously funded by the State Historic Preservation Office of the Department of Economic and Community Development, with funds from the Community Investment Act.

Walnut Hill Historic District Revitalization Plan Final Report, prepared for the City of New Britain, submitted by The Cecil Group, Inc., with FXM Associates and Heritage Resources, December 23, 2013.

This plan was prepared for the City of New Britain with financial support from the Connecticut Trust for Historic Preservation's Vibrant Communities Initiative grant, generously funded by the State Historic Preservation Office of the Department of Economic and Community Development, with funds from the Community

Investment Act. Preparation of the plan was managed by the City of New Britain Economic Development Division and conducted with the City's Historic Preservation Commission with input from the public and individual stakeholders.

I have been following the work of The Cecil Group as they have addressed the historic district in which we live. The board and Vision will study these publications, especially working our way through the Handbook. This, along with all the other strides we have made, should put us in better line to move forward with our tasks concerning the future of Hillside Place Condominium.

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January 28, 2014

President's Report, January 2016

Part One

In January of 2014, I wrote a President's Report (see: hillsideplacecondo.com, General Information page). In reviewing that Report now two years later, I am struck by the many sections that remain valid and continue to reflect the current status of our condominium. I am thinking of the sections "A Word About Condominiums," "Communications," and "Organization: From Case By Case to Structures." The section "Our Beautiful Old Building and Efforts To Repair It" needs modification to the paragraph beginning, "For details of this project. . . ." so it reads as follows: "For details of this project, unit owners may go to hillsideplacecondo.com, Owners' Page, (7) Building Envelope Investigation Documents."

To further bring this section up to date, since January 2014 many major maintenance projects and building repairs have been made, all through careful budgeting and the occasional dipping into our reserve account, but without any special assessment.

Spring, 2014: Main Building's Upper Roof

After longstanding, widespread, and persistent leaks effecting many units, and with Vision researching alternatives for new roofing to find one that is affordable and will be longer lasting than what has been done in the past, the main building's upper roof was made completely new, with sturdy grade asphalt shingles and nails. After the removal of the two roof layers (including the original 1882 tin roof), the wood decking was closely inspected for rot and other issues. Based on the engineer's envelope study and other recent tests, we expected very minimal amount of damage to the roof deck, and that was the case, so minimal replacement lumber was needed. The sky lights that were not removed were replaced with new ones. There are new supports for the AC condensers. (While the crane was here, owners whose AC units are on the roof were given the option to replace their existing ones with a new unit, our contractors removing the old and installing the new, without charge to the owner; one owner took advantage of this cost saving action.) The chimneys were covered in EPDM rubber roofing, making them weather tight and preserving them for future rehab, if so decided.

This work is still to be categorized as a band-aid, not historically preserved (the chimneys wrapped with black rubber membrane make that easily seen), but free of roof leaks to a degree none of us have known before. It is expected to preserve the roof for another 20 to 25 years, thus allowing us to tackle the other needed maintenance areas of our property and time to create a funding package which can lead to the major work, according to the Structures North specifications and in line with the Secretary of the Interior guidelines for preservation of historic properties. The fact that this was done without outside funds, bank loans, or special assessment, and at a time when our cash flow was low, makes this roof work an impressive accomplishment.

Spring, 2014: Basement

HSP took advantage of the roofing dumpsters and cleaned out all the garbage and left over items in the basement. Six pickup loads of material were thrown out, and the basement will no longer be used for storage of items belonging to residents. The entire basement was cleaned and roughly vacuumed, and the previous foul odors eliminated. A new sump pump was installed. However, there is water seeping through the foundation wall which is causing some moisture problems, so two dehumidifiers were installed. Subsequent observations revealed that the cleaning and the dehumidifiers were positive changes in keeping the basement area dry.

Spring, 2015: Annex's Two Wooden Decks, Gutter, Roof, and Bricks; Bridge Roof and Unit 15 Roof (Annex)

Over time, the two decks, brick walls, and the lower annex roof had suffered substantial degradation caused by water infiltration. To fix it according to the engineer's specifications and preservation standards would be a very big and expensive project. Vision, in association with contractors experienced in historical buildings, devised a plan to enclose these brick areas in a way that would protect the residents, preserve the building for future repairs, and stop the water from coming down the walls—all at a significant saving. The plan was to build a “box” around the brick, extend the roof out from the wall slightly and install a fascia/soffit system. At the same time, new gutters would be installed, and to install new roofing over the same restricted area. This design would focus on the lower annex roof where the decks are since it is small and independent of the rest of the annex building. The good outcome of this plan will help us in addressing similar conditions in other areas of our annex.

During the planning of the above, there was a heavy snow storm, followed by moderate temperatures, and we had, once again, a leak in the bridge on the second floor. A contractor removed the snow from the bridge roof and found a pool of water 4” deep, over 3” of ice. The contractor described this roof as “ripe.” This roof was not sturdily built and has failed over the years more frequently than any other of our roofs. Vision studied this further with building contractors, and reported back to the board with more definite plans. Doing them simultaneously will save HSP substantially on mobilization and labor charges. After investigating the bridge roof, it seemed that the major leak source was the metal wall siding above the roof. Therefore, the roof replacement plan was expanded to include removing the metal siding above the roof, weather sealing all the wall and roof area, and installing new roofing and new vinyl siding in a dark brown that will match the color and style of the siding on the main building roof.

The lower annex roof and the lower bridge roof and wall were replaced. The two decks on units 8 and 15 were rebuilt. The exterior doors to the decks were painted and the rotted trim replaced.

The wood under the lower bridge roof was rotted and all had to be replaced. The metal sided wall had another layer of old metal underneath. So as not to create

more of a needed repair problem, the vinyl siding was installed directly over the old metal siding. Extra weather seal measures were taken.

For the lower annex roof work, the original plan was to quickly and cheaply mortar in the loose bricks just to keep them in place behind the new framing. However, after digging into the roof and brick area, we could see that the brick corbeling was there to hold the gutter system, which was being removed. There was no structural reason to mortar the bricks back in place. Consequently, the loose bricks that posed any problem were removed and saved. Those bricks are stored in the basement in case they are needed in the future. The wood framing that was installed spanned the few gaps without bricks and all of those areas were covered in the end, so it does not detract from the appearance of the building and there will not be any exposure to weather or animals. While working on the lower annex roof, it was very clear to see that water was getting behind the old gutter system, then traveling down into the corbeling and causing the deterioration of the brick work. With this new roof/gutter system, the corbeling will be dry and protected, stopping any further deterioration while keeping water out and away from the exterior walls.

Spring, 2015: Basement

During the past year, Vision had been monitoring the moisture levels and water infiltration into the basement. After eliminating stored objects, thorough cleaning, and installing dehumidifiers, the basement as a whole has been relatively dry. However, there was still moisture in the gas meter room, so a third dehumidifier was added to keep the moisture level down in that area. After a few heavy rain storms, water built up on the floor. After investigation, one particular place was found in the wall where water seemed to be entering. A channel was cut into the concrete floor to lead the water into the sump pump basin. Observation confirmed that the water source was correctly identified and that the channel in the floor does lead the water to the sump hole, where the sump pump extracts the collected water and leads it into the drain. Until we are able to address the water seeping through the foundation walls, these actions in 2014 and 2015 have successfully prevented the buildup of excessive moisture in the basement.

Late Summer, 2015: Annex Unit 8, East Wall and Floor

When tenants moved from unit 8, it was noticed that the floor in the southeast bedroom had sunk. After opening up the sub flooring, we found that the original 1891 framing had rotted and collapsed and extensive demolition was needed. Most of the bedroom floor and framing had to be removed as well as the east wall. Time was of the essence, since the owner had a new tenant soon to move in and it was best to do this work while the unit was vacant. This was a major, unanticipated expense for HSP, however the work was done primarily on a time and materials basis in an effort to limit the expense as reasonably possible, while not sacrificing the building integrity or residents' safety and health.

After leaving the area open for a week and a half, everything dried up nicely. Two walls were removed down to the brick and the floor was removed, including the

framing. After removal of the sheetrock and studs, one could see that the south brick wall had many areas of mortar missing. The whole wall was re-pointed as needed on the inside and exterior, then both sides were sealed. The east wall was in average condition and did not require any masonry work. Because of the corrosion of the old devices, an electrician installed new electrical boxes and outlets. Two thirds of the bedroom floor was removed and new support walls were installed under the new framing. New moisture barrier and insulation was installed under the new floor. Everything was finished on the interior the day before the new tenant was scheduled to move in.

Water did seem to be getting into the south facing wall and after looking into this area it appeared the street run-off may have been causing a lot of the problem. When the asphalt contractor was on site for the new egress ramp on the north side of the main building, he also built a large curb and swell along the wall to carry any street water out and away from the building.

Late Summer, 2015: Egress Ramp on the North Side of Main Building

There has long been an egress ramp on the east side of the main building next to the fire hydrant. An additional egress ramp was built on the north side, at the location of the present parking space #1 and in the high use area of the dumpsters and the mailboxes. This ramp would provide a safe transition to and from the parking level to the sidewalk, and reduce the incidence of serious falls. As with the ramp on the east side, the ramp surface would be easy to keep free of snow and ice with machines.

September, 2015: HSP Maintenance Standards Policy

The previous month the maintenance standards policy for Hillside Place was sent to all unit owners and an open comment period was provided. No comments for any changes were received. The BOD then set an effective date of September 1, 2015, the final copy was mailed out, and it was also added to our website on the General Information page.

Fall, 2015: Parking Lot

Vision had an asphalt contractor repair the parking lot entrance way where Hillside Pace roadway abutted our road and parking areas. This join area had, after years of vehicular traffic, created an enlarging hazard to both vehicles and pedestrians.

To save on large future parking lot expenses, the asphalt contractor recommended that we repair in 2016 the road cracks running almost the entire length of the east parking area.

Fall, 2015: Masonry to Main Entry and South Entry Steps and Adjacent Areas

All the gaps in the main entry and south entry steps were re-mortared to help stabilize them and keep out the wet weather. Adjacent wall areas in need of mortar were also addressed.

In recent years, our attention has, quite understandably, been focused on the repair needs of our roofs. However, our masonry, which accounts for the majority of our envelope cover, has increasingly deteriorated. Vision proposes that we begin a long term program of repair work on our masonry.

Fall, 2015: Exterior Lighting

Our electrical contractor recommended to Vision a double-headed exterior light fixture for LEDs that can be focused in specific directions and also limit the amount of light that is broadcast to the sides. Unlike our current fixtures, there is no lens covering the LED bulb, allowing the full range of light to be broadcast. (LED bulbs are not only long lasting and require comparatively small amounts of energy, their initial cost has been reduced markedly in recent years.) The price of the fixtures was within our range and the electrician installed two new fixtures, one on the north side of the property near the dumpsters and one (multi-headed) at the front entry, substantially increasing the ground lighting in the area of the dumpsters and the mailboxes.

One post light on the south side was recently damaged by a contractor accidentally driving over it. (The contractor has agreed to pay for the loss.) The post light on the north with unbroken lens was moved to the empty base on the south.

A suitable fixture is being sought for the area of the annex entry door, an area which needs better lighting.

The response to the new light fixture upgrade has been very positive, encouraging us to work toward additional purchases. Better night illumination greatly increases safety on our property.

Part Two

Over a period of a few days, three articles have come to my attention which have related, in a greater or lesser extent, to condominium governance.

The article that I first read was "Ties that bind: how the bond between police and prosecutors impedes justice," by Jon Swaine, Oliver Laughland, Jamiles Lartey, and Ciara McCarthy, and published in the US News section of the December 31, 2015, issue of *The Guardian* (UK). I read it online on the day of publication and on January 3, 2016, I sent the following email to Chris Weiland and the other board members.

In *The Guardian* (UK), December 31, 2015, was the In Depth article ["Ties that bind: how the bond between police and prosecutors impedes justice"], attached below. I found the following paragraphs pertinent to our work on the HSP board:

According to many of those who oppose local prosecutors handling these cases involving their own police colleagues, a centuries-old legal principle is being denied. Perhaps most famously articulated by US supreme court justice Felix

Frankfurter in 1954, it holds that justice alone is not sufficient: "Justice must satisfy the appearance of justice."

Under federal law, judges must recuse themselves from cases when their impartiality "might reasonably be questioned". In a paper on the prosecution of police to be published in the Iowa Law Review next year, Kate Levine, an assistant professor of law at New York University, argues that prosecutors should be held to the same standard.

"If a defendant has any reason to believe the DA is going to go extra hard on them, or a judge is going to be particularly harsh on them, they can request a recusal," Levine said in an interview. "But a police officer as a defendant is not going to complain about likely pro-police bias from a prosecutor."

The DA's client, the public, suffers because DAs have a "structural and unwaivable conflict of interest" when faced with investigating and prosecuting officers in their own jurisdiction, according to Levine, who proposes that they be automatically removed from all such cases.

In a condominium, the board is, by state law, given responsibility to investigate a situation, bring charges against a unit owner, hold a hearing, and arrive at an outcome, with one outcome possibility being to fine the charged owner. Short of going to court, the charged owner in a condominium faces, at all stages, the board and its actions and decisions. Within condo law, there is no DA, therefore it is imperative that all members of the board, and our manager as an extension of the board, insure that, to the best of our ability, we act in ways that promote justice and the appearance of justice. We, as board members, must at all times remember Felix Frankfurter's admonition, "Justice must satisfy the appearance of justice." This is not the same thing as our trying to make everyone happy. Some people, it seems, will be happy only when the board favors them, even at the cost of disservice to others. We are, instead, required, as we are able, to do our best to maintain and protect our common elements, our buildings (excepting units) and our grounds, to raise funds in support of this work, and to contract for services to achieve these ends.

When we as a board respond inappropriately to hysteria or simply wish to "be easy" on one or two people while others do not receive this benefit, we, by so doing, create problems of justice through arbitrary and capricious actions. Rule making and rule enforcement must be for the benefit of the entire association and not only for the benefit of some. If an individual case, however, is found to be truly exceptional, so that just cause warrants an exception to the enforcement of a rule, and other owners who are required to follow the rule can understand the justification for granting an exception in that case, then the exception must be granted. Such an exception, reached by the board with just cause and without being arbitrary and capricious, fulfills the necessity for rule making and enforcement to be for the benefit of the entire association and not only for the benefit of some. In addition, the entire community gains from being one that recognizes the need for exceptions being given when they

are legally and ethically justified. If, over time, the board finds that numerous owners require exceptions to a rule, the board needs to study the rule in question to see if it needs amendment or elimination.

The Guardian article noted, "Under federal law, judges must recuse themselves from cases when their impartiality 'might reasonably be questioned'." Under Connecticut state law, condominium board members must do the same: I recused myself from the discussion and decision on my donated quilt. You, Joe, missed the board meeting when we discussed and decided on your artificial plant; had you been here, you would have recused yourself. The same action of recusal would need to occur if the association became financially involved in one of our own units.

The CIOA legislation has the overall goal of increasing transparency (openness, communication, and accountability) in condominium governance in Connecticut. When called for, recusing must occur. Actions must be for the benefit of all, without arbitrary and capricious favor of one over another. Exceptional circumstances are reviewed to see if exception to a rule is justified. By these actions, we live up to Justice Felix Frankfurter's admonition, "Justice must satisfy the appearance of justice."

Comments encouraged.

And a happy and peaceful new year to all.

Frank

<http://www.theguardian.com/us-news/2015/dec/31/ties-that-bind-conflicts-of-interest-police-killings>

The second article I read was "The What and Why of 'Due Process'" by Daniel J. Klau, Attorney, in the online publication *The Connecticut Mirror* on January 6, 2016, and attached below.

Starting off by reflecting that some opponents of Gov. Malloy's executive order on gun control contend that such executive action would violate a person's right to "due process," Atty. Klau then states:

Two amendments of the U.S. Constitution—the [Fifth](#) and the [Fourteenth](#)—forbid the government to deprive any person of "life, liberty or property" without "due process" of law. The Fifth Amendment applies to the federal government and the Fourteenth applies to state and local governments.

Stating that his goal is to help "non-lawyer readers understand what the 'due process' debate is really about," Atty. Klau begins:

In its simplest form, due process is about fairness and the rule of law. It protects individuals against arbitrary government actions. In general, before the government can deprive a person of his life, liberty or property, due process requires that the government give the person *notice* of the government's intentions and *an opportunity to be heard*.

Due process, therefore, encompasses Justice Frankfurter's point "Justice must satisfy the appearance of justice" and the concept of recusal, as discussed in *The Guardian* article above, by addressing the entire concept of fairness, the rule of law, and the protection against arbitrary government actions.

Once again, and not surprising in articles addressed to the general public, this article focuses on the normative U.S. legal system, not the condominium laws as spelled out for Connecticut by state law. However, it does, in addressing the normative U.S. legal system, provide further opportunity for us to clarify in our minds the similarities and differences between the two sets of law.

In both sets of law, there is the concept of due process, with fairness (which includes recusal, when necessary) and the rule of law. Individuals are protected against arbitrary actions, and they are given notice of charges, and they have the right to be heard. But, as discussed in my January 3 email above, unlike a court of law, in a condominium it is the board who, at every point, moves the situation forward.

As I stated in the email, "In a condominium, the board is, by state law, given responsibility to investigate a situation, bring charges against a unit owner, hold a hearing, and arrive at an outcome." To go into more detail, focussing on our condominium, when the board becomes aware of a possible rule infraction, a decision by the board and management is made in terms of whether the possible infraction warrants pursuing. If the decision is made to pursue, then the decision is made regarding the type of initial action, usually it is what we call a "friendly letter" from Vision. Sometimes that friendly letter takes the form of a short note from Vision, hung on a door knob to the unit or the door handle to the vehicle, sometimes it is an email from Vision or a letter delivered by USPS. If the infraction persists, a Notice of Hearing is sent to the owner involved. (If a tenant is involved, we still interact primarily with the owner.) The Notice of Hearing, sent out by Vision, identifies the alleged infraction, the applicable rule(s), and the date and time of the Hearing. The Hearing provides the opportunity for the owner, the owner and counsel, or the owner's representative, to inform the board and management of information in her or his defense. It is not a forum to question the board or management. After the hearing, or if there is a "no show" for the Hearing, the board, based on all known facts, reaches a decision which may or may not lead to further action against the owner in this case. A possible action may be fines, not to exceed, as stipulated in our Declaration, \$25. per day. If the infraction is repeated, the whole process of notification and Hearing is repeated. One other point needs to be made: we are under no time constraints within which board and management must act. While it is frequently advantageous to be expeditious and we try to move quickly, in some situations the process ex-

tends over many months. Each situation, and the other matters that are occurring simultaneously, determines the speed of our action.

Atty. Klau adds to our discussion two important points, important to both the normative court of law and condominium law. First, the need for legal action to be as accurate and as correct as possible. For a variety of reasons, this is easier to achieve in a court of law than in a condominium. However, even in a condominium investigation needs to be made, evidence found and corroborated. The hearing, following notice, provides additional information. This important point is followed by the following:

Second, due process serves the important value of respect for *human dignity*. All persons have a dignitary interest in being heard, in telling their side of the story, before the government takes some action that adversely affects them.

This is especially important in a condominium where everyone is a neighbor and, often, a friend. In a court of law, it may well be that the principals, after the case is concluded, will never see each other again. This is not the situation found in condominiums, here we are friends, neighbors, and partners in many aspects of our daily living. Sometimes we have rubbed elbows with each other for years, and hope to continue doing so for many more years. Finding oneself adversely affected by a board action is, at best, embarrassing, and it can be far worse: humiliating, the source of great anger, and the cause of irrational retaliation and revenge. Board actions based on the value of respect for human dignity, even when not acknowledged, is of service to everyone.

<http://ctviewpoints.org/2016/01/06/the-what-and-why-of-due-process/>

The third article, and the last of the three that I read, directly addresses condominiums in Connecticut. Published in *Common Interest*, CAI-Connecticut, Vol. X, Issue 8, 2015, it is titled "Legally Speaking... Reflections on Governance" by Adam Cohen, Esq.

In this article, Atty. Cohen addressed the points concerning governance I addressed in my January 3 email, and then provides an insightful review of the powers of unit owners:

[T]he "checks and balances" on the board are the three primary powers which in most communities are reserved to the unit owners. These are the power to elect and recall board members, the power to disapprove budgets, and the power to amend the declaration. The first power is by far the most important. Like government officials, board members are regularly elected by their constituents to represent their interests, usually every one, two, or three years. Unlike most elected government officials, unit owners generally know the candidates for the board personally, and if they change their minds later, have the legal right to petition for a recall vote at any time to remove them from office and replace them for any reason. The other two powers are also checks on the board's power. The unit owners have the final say over annual budgets and the contents of the declaration, which can effectively con-

trol nearly everything the board does. Ultimately, it is a majority of the unit owners who have the absolute right to decide who will govern them and how.

The result is that owning a condominium unit instead of a stand-alone house is a trade-off: a sacrifice of control and independence in exchange for increased property values and reduced costs and labor of property ownership. You've got to pick up after your dog, but your neighbor has to pick up after his dog too. The board will talk to that noisy tenant next door, but you can't paint your house pink on a whim. The association will take care of the lawn mowing and the leaky roof for everyone at a socialized price, but you can't choose the contractor and will owe a late fee if you pay your monthly share late.

Different condominiums will have different rules, frequently directly related to the characteristics of the condominium property. When looking for a place in which to live, it makes sense to look at not just costs (sometimes what looks like a bargain turns out not to be a bargain) and location, but also the condominium rules. Atty. Cohen "urge[s] the unit owners that their comments to the board should not focus on 'what if I want to do what this rule prohibits?' but instead, 'what if everyone did what this rule prohibits?' . . . Someone may understandably prefer to line-dry their laundry, but too many clotheslines have a measurable affect on everyone's property values. A decision needs to be made between individual freedom versus collective cost."

Cohen concludes this article with the following paragraph:

Board members must not let themselves forget that they serve and protect the unit owners, and must exercise their considerable authority in their collective interest. Unit owners must likewise remember that their decision to live in a common interest community means they have voluntarily surrendered a significant degree of control over their own property and conduct. Boards and owners alike share a duty to follow the rules and the law, and to actively participate in every level of governance. These relationships are not only mutually dependent and beneficial, but extremely close on a personal level; the unit owners are making decisions about their homes and neighborhoods, and the board members are themselves unit owners. It's a very different type of separation of powers as the one which keeps our national government in check, and represents a degree of intimacy in governance which could hardly be achieved by public officials.

In recent years, the condominium board training sessions that we have participated in have heavily focused on rules: how to identify the need for rules, how to write rules, how to enforce rules, how to identify problems in rules that call for an amendment or the elimination of a rule. None of this is simple and board members have worked hard to make sure our rules serve the needs of our community as a whole.

Now, within a matter of less than a week, these three articles came to my attention, articles, not on rules, but on governance, the larger stage in which the rules play a part. These few days centered around January 1. Happy New Year.

Looking Back

July 25, 2017

Frank Self

When I moved to Hillside Place, I was one of a handful of owners; the overwhelming majority were renters. Within a few years, that began to change. I lived here many years when I gave little attention to the board or the governance of the association. Board meetings were closed affairs, no minutes were taken, and, as far as I was aware, no attention was paid to our governing documents. Residents, as well as our management companies, took advantage of the situation.

Once on the board, I was voted president after two board members, including the president, resigned from the board, and one board member had a fight with another board member and convinced the management representative to hold a board meeting, without notifying the other board member or anyone else: clearly illegal. (I was out of the country at the time, reachable by both phone and email, but was kept in the dark.)

Understandably, the ostracized board member soon resigned also. The conniving board member wanted to remain as treasurer, stating that he could control the finances and by so doing have complete control of

everything. (To his dismay, he was never successful in achieving those plans.) So overnight I moved from board member-at-large to president. I knew next to nothing about what I needed to do, but I knew that our management company with their in-house maintenance company was corrupt, caused us harm, and charged us outrageously.

I never knew the details, but the board treasurer discovered Vision Management. After finding Vision Management, things began to improve. Vision helped us break our contract with our previous manager (although we were threatened with court action if we did so), and, after we engaged Vision as our management company, Chris began by teaching me how to write minutes. Then we began a long process of working on the parking rules. (A few years before, one unit owner and board member had four reserved parking spaces. At that time, there were only three visitor spaces for the entire complex. Also, it was a months-long fracas concerning parking that pushed the previous board president to resign.)

Once we had made headway with the parking, we began to address the pet situation. (For years, at the north door light fixture, one owner allowed his dogs to urinate on the piled snow, keeping it yellow for snow season after snow season. And one owner would put his roommate's dog into the

common hallway to urinate and defecate. Then we had on the top floor an owner with irregular work hours who had an incontinent dog; the dog was taken on the elevator to go outside; you can imagine the rest.)

Then we addressed obstructions in the common elements, a safety concern. (People who had enjoyed the lack of restraint on their decorative abilities were not happy with our enforcement of the existing rules, even the board's expansion of decoration within the common elements without the need for pre-approval by the board was met by hostility.)

Chris Weiland maintained that it has been his experience that it took about three years for people to adjust to new rules and changes in existing rules, and we have found out that this has been the case here.

There has been a change among our residents. Like most residences, we suffered from the housing crises, with high numbers of foreclosures. Now there is a general feeling of calm, a major change from the on-edge sense that prevailed here some years ago.

In 1975, this building, along with neighboring houses, was added to the National Register of Historic Places as the Walnut Hill National Historic

Landmark District. In 1984, when the Board of Education used this space, bricks fell from the tower. Fortunately no one was hurt. But a *New Britain Herald* article stated: “The assistant superintendent said he was surprised the bricks fell since the building has had no serious problems in over a century of service. . . .” First, the State Normal School (a teacher training college) and later the home of the New Britain Board of Education, this beautiful building suffered from years of delayed maintenance. After the Board of Education moved out, the building was condemned. [Note: After writing this, I have learned that the building was abandoned, but not condemned.] After being sold by the City to a private developer for the purpose of renovation to use as housing condominium, that opened in 1991. During all of these years, maintenance was neglected. Even when I was first on the board, all that could be contemplated was band-aids, one after another, all throwing money after money, with no lasting good coming of it. The condition here was so bad and our funds were so low that owners requested that we look into the possibility of selling the building. The leading Connecticut realtor who specialized in large business properties told us that, essentially, this property had no market value at all. We were stuck with it.

Chris Weiland created photographic documentation of the condition of our roofs and our masonry. In a well-attended special meeting, unit owners

were able to see the photographs and listen to Chris Weiland's descriptions of what they were seeing. This resulted in the majority of unit owners supporting a special assessment to engage a firm of building engineers and architects that specialized in historical buildings (they had worked at Trinity College and were currently engaged in major renovation of the Wadsworth Atheneum) to undertake an envelope study. After the study was completed (our buildings were in good shape, but the roofs were found to be the areas of greatest need, with masonry next in line), the owners again supported a special assessment to have the firm provide specifications for the repair of the problems discovered in the study. The specifications went out to bid, but our funds couldn't stretch to do the necessary repairs to either the roof of the main building or the annex roof.

I worked with state legislators and helped create a bill that would give us a \$4 million grant for major repairs here, but the bill died in committee. I worked with the City of New Britain and the Connecticut Trust for Historic Preservation, with the hope of a grant for major repairs here, but had no success. We had to rely upon ourselves. I worked with a fundraiser, but our owners refused to support a major fund drive if it involved them. Instead the board began to incrementally increase our yearly budget to enable us to chip away at the needs of our building. Chris Weiland and a

creative roofing contractor put their heads together and, with creative use of materials, began to explore cost-effective ways to stop the roof leaks in ways that, should adequate funds be available later, the roof work could be removed and replaced by historically appropriate roofing. At that time there were something like 38 roof leaks. The first creative approach was successful. We began to reduce the number of roof leaks. Now both the central section of the main building roof, the annex roof, and the bridge roof and south siding have been completed, along with new supports for AC condensers. (The remaining areas of the annex, comprising a complicated soffit system and requiring scaffolding, will be completed later.) At this time there are no leaks in any of the roof areas worked on. All of this has been accomplished without bank loans or outside funding sources. We have done it ourselves.

One unexpected but significant outcome of my work with legislators was the creation of our website. With our website, we now enable unit owners and prospective buyers easy access to basic information about our condominium, including all of our governing documents. Unit owners can see meeting minutes and board packages by use of a user name and password.

While the roof work has been going on, we have worked on other areas of our property. We engaged the New Britain Police Department to do a security check, a study that they performed both day and night over many months. Following through with their suggestions, in addition to smaller changes, we made a major effort to increase our exterior night illumination, resulting in increased safety for our residents and their visitors. We have added native plants to our landscaping, although the recent draught has taken its toll, so I expect that we may see additional work in landscaping in the next few years. We eliminated the use of the basement for resident storage and made changes to control the water that enters through the foundation. In addition, all basement surfaces were scrubbed clean. The result is no standing water and no foul odors. We have also worked to extend the life of our road and parking surfaces, and we have worked to reduce hazards in walk areas.

I will bring this to a close by mentioning my many efforts to inform the board members of the knowledge that I have acquired over the years regarding condominiums and how they function, and the fascinating story of Hillside Place.

It has been a pleasure.