

LONG HILL ESTATES at PETERBOROUGH, A CONDOMINIUM ASSOCIATION

BOARD MEETING MINUTES for January 16, 2025, **7:00 PM ET**

Board Attendees

Raymond GA Côté (*Ray*)

Elizabeth S. Alpaugh-Côté (*Beth*)

Maura Scanlon (*Maura*)

Community Comments

The Community Comments section opened at 7:00 PM and closed at 7:06 PM. No minutes were taken. No board decisions were made. The Board was asked if a representative from our insurance company could attend the Annual Meeting to review what our insurance covers. Board will take that under advisement.

Board Meeting

- 1) Ray opened the Board meeting at 7:06 PM.
- 2) Welcome.
- 3) Accept minutes of 2024-10-17 meeting. Beth Moved. Maura Seconded. Accepted Unanimously.

Completed Since Last Board Meeting

- 1) M&T Bank CDs: First bimonthly CDs investment (November and January). Two CDs every two months:
 - a) \$3,000.00 from Capital Replacement account/CD.
 - b) \$10,000.00 from Working Capital account/CD.
- 2) M&T Checking account additional security:
 - a) *Reverse Positive Pay*: Allows Board to review all checks submitted to bank before payment.
 - b) *ACH Lock*: ACH payments are blocked.
- 3) Reviewed pre-winter maintenance with contractors. All in hand. Discuss major focus on eight building sides most in need per year, selected during spring walk-through.
- 4) Fall/Winter newsletter posted and emailed.
- 5) Pre-winter maintenance tasks completed.
- 6) Gutters cleaned (*Doug*).
- 7) Reviewed emergency access information. Ensured all board members have a copy.
- 8) Snow removal reviewed w/contractor. JW to text Beth prior to plowing.
- 9) Master Insurance Policy renewed w/HUB. HUB letter sent to all unit owners. Confirmed the check has cleared.
- 10) Review and update the Capital Improvement documentation in the M&T Bank safe deposit box and the document in the *Unit Information* folder. Requested updated information from unit owners. Added this as a yearly January task. (*Ray and Beth*)
- 11) HUD/FHA conciliation process. The Board signed a Housing and Urban Development (HUD) Conciliation Agreement to address a complaint that the Board did not grant a reasonable accommodation request for an Assistance Animal. The parties have agreed to a set of rules regarding the Assistance Animal at LHE. See the attached '2025-01-14 HUD Fully Executed Conciliation Agreement.pdf' file for details.

In Progress

- 1) Set date and time for Annual Meeting in July 2025 19th or 26 pending Library availability. Library limits future scheduling requests to 180 calendar days. (*Ray*)
- 2) Door replacement committee is formed with four members and planning first meeting. (*Maura*)
- 3) Issue 1099s by end of January. (All W9's are received). (*Treasurer*)

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- 4) Contract for painting contractor. Maura planning meeting with Matt Howard. *(Maura)*
- 5) By-law changes:
 - Non-owner-occupied restrictions committee is meeting monthly. Next meeting is February 6 at 7:00 PM. *(committee)*
 - Change fiscal year to 1 July through 31 June *(Ray)*
- 6) Request No Parking signs from Town for Long Hill Road, particularly at the dead end. Beth is speaking with the Town DPW. A walkthrough of the area is being coordinated. *(Beth)*
- 7) Add LHE No Parking signs at top of Long Hill Road off Town property. Research NH RSAs covering parking restrictions on private roads. *(Beth)*
- 8) HUD/FHA training for Board Members. All Board members will be training on specific HUD documents within the next month. Training consists of reading HUD supplied documents and confirming in writing that training occurred. A Board policy will be created so that all future Board members also train on these documents.
- 9) The Town of Peterborough's free lead testing is occurring in January: bottle drop-off on the 28th, pickup on the 29th. Please contact Nate Brown NBrown@PeterboroughNH.gov if you've not heard you are getting a test sample bottle dropped at your address.

New Business

Planned February Tasks

- 1) Add HUD/FHA process to Handbook. Consult with legal counsel on wording. *(Ray)*
- 2) Get quotes/contracts for pavement crack sealing. *(Maura)*
- 3) Collect Certificates of Insurance from all contractors. *(Beth)*
- 4) Landscaping *(Diana)*
 - a) Crab apple tree pruning. Diana has been in touch with Our Town Landscaping and expects Anthony Guadagno to inspect the crabapples within the next few weeks and provide a quote.

Planned March Tasks

- 1) Confirm SuperiorPlus Propane commercial rate for next May thru April. LHE receives the flat commercial rate. *(Ray)*
- 2) Roof Replacement: Firm up start date for Building #1 with Guyer Roofing. *(Maura currently speaking w/Guyer regarding quote and schedule.)*
 - a) Order Port-a-Potty for roofers
- 3) Get quote for catch basin cleaning
 - a) Last done April 2021. Recommendation is every four (4) years.
 - b) Schedule for May/June.
- 4) Confirm pest control spraying and inspection with contractor (Monadnock Pest & Wildlife). *(Beth)*
- 5) Workers Comp policy renewal for April. *(Ray)*
- 6) Spring newsletter. *(Maura and Ray)*
- 7) Landscaping *(Diana)*
 - a) Review bids for lawn care (currently using Surf n Turf). Present to Board for approval.
 - b) Schedule dates for first fertilizing and mulching.
 - c) Contact JW to discuss Spring clean-up.
 - d) Coordinate w/Nick at Surf & Turf for mulching date.
 - e) Notify residents when mulching date is scheduled. Request that cars are moved when mulch is spread.
 - f) Do "walk around" with JW checking all beds and berms. Make a list of work to be completed each month as per contract.
 - g) Our Town Landscaping doing crabapple pruning early March.

Planned April Tasks

- 1) Maintenance "Walk Around" with contractor.

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- a) Association fixes needed
- b) Unit owner fixes needed
- c) Notify unit owners as needed
- 2) Painting “Walk Around” with contractor.
- 3) Schedule an all-unit smoke/CO alarm review and replacement.
During a recent visit to a Board meeting, the Peterborough Fire Chief noted that smoke detectors should be replaced every ten (10) years. The Board intends to work with Doug Payne to document the age of each smoke/CO detector in the units and will then see if we can get a bulk discount on purchasing new detectors where necessary. There will be a small fee for this which the unit owner will pay directly to Doug (fee to be determined). This documentation will be included in our insurance information. This is a voluntary action and highly recommended by the Board as it helps protect all units in a building. The Board will send notifications and details in March.
- 4) “Knox Box” key box at kiosk for Peterborough Fire Dept access to units.
During a recent visit to a Board meeting, the Peterborough Fire Chief recommended the installation of a Knox Box at the kiosk with keys to all units to allow emergency services access to each unit. The Knox Box is accessible only by the Peterborough Fire Department. Once installed, a time will be set for unit owners to provide their keys for the Knox Box.
- 5) Get quotes for fixing patio leveling and settling. Determine multi-year budget for improvement.
- 6) Landscaping: (*Diana*)
 - a) Confirm with landscaper regarding spring cleanup, any spring planting.
 - b) Ensure mulching occurs before Mother’s Day in May.

Queued Business

- 1) Improvement to entrance at bottom of hill. Tabled 2024-07-18

Next Meeting

Thursday April 17th, 2025, at 7:00 PM ET.

Meeting closed at 7:28 PM.

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII CONCILIATION AGREEMENT

Between

NICOLE SWARTWOOD

(Complainant)

and

LONG HILL ESTATES AT PETERBOROUGH, RAYMOND COTE

(Respondents)

Approved by the FHEO Regional Director on behalf of the United States Department of Housing
and Urban Development

FHEO CASE NUMBER: 01-25-5363-8

A. PARTIES AND SUBJECT PROPERTY

Nicole Swartwood is hereinafter referred to as “Complainant,” Long Hill Estates at Peterborough and Raymond Cote are hereinafter referred to as “Respondents.” Complainant and Respondents are hereinafter referred to collectively as “the Parties.” The subject property is a condominium unit located at 4 Long Hill Road, in the Town of Peterborough, in Hillsborough County, New Hampshire.

B. STATEMENT OF FACTS

A complaint was filed on November 21, 2024, with HUD, alleging that Complainant was injured by discriminatory acts of Respondents in violation of Title VIII of the Civil Rights Act of 1968 (the Act). The Parties agree to settle the claims in the underlying action by entering into this Conciliation Agreement (“Agreement”), which does not admit to a violation of any law, statute, or regulation.

C. TERM OF AGREEMENT

1. The Agreement shall govern the conduct of the parties to it for a period of three years from the effective date of the Agreement.

D. EFFECTIVE DATE

2. This Agreement shall become effective on the date on which it is approved by the Director of HUD’s Region I Office of Fair Housing and Equal Opportunity, or their designee.

3. The Parties expressly agree that this Agreement constitutes neither a binding contract nor a Conciliation Agreement pursuant to the Act, until such time as it is approved by HUD, through the Director of HUD’s Region I Office of Fair Housing and Equal Opportunity, or their designee.

E. GENERAL PROVISIONS

4. The Parties expressly agree that this Agreement does not constitute an admission of any violation of any law, statute or regulation; and that no finding of liability has been made.

5. The Parties acknowledge that this Agreement is a voluntary and full settlement of complaint 01-25-5363-8. The Parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to sign this Agreement.

6. Respondents agree that they will not commit any act of discrimination which would interfere with any person’s right to own, occupy, sell or rent any property or dwelling or otherwise interfere with that person’s access to and enjoyment of said property or dwelling as well as all services and privileges associated with said property or dwelling because of that person’s race, color, religion, sex, national origin, disability or familial status.

7. This Agreement is binding upon Respondents, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of the subject property.

8. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or their designee, it is a public document.

9. This Agreement does not in any way limit or restrict HUD's authority to investigate any other complaint within HUD's jurisdiction.

10. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification or waiver is approved and signed by the Director of HUD's Region I Office of Fair Housing and Equal Opportunity, or their designee.

11. The Parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.

12. The Parties hereby forever waive, release, and covenant not to sue HUD, the Parties, or their respective successors, executors, assigns, agents, officers, board members, employees and attorneys (including in their individual capacities) with regard to any claims, damages and injuries, whether presently known or unknown, arising out of the subject matter of Case 01-25-5363-8 or which could have been filed in any action or suit arising from said subject matter.

F. SPECIFIC RELIEF

13. Respondents agree to grant Complainant's reasonable accommodation request for an Assistance Animal dog, and to pay Complainant the amount of two thousand dollars (\$2,000) via certified check and mailed to: Nicole Swartwood, 4 Long Hill Road, Peterborough, New Hampshire 03458, within fourteen (14) days of the effective date of this Agreement.

14. Complainant agrees to abide by the following rules related to her Assistance Animal as long as she has the Assistance Animal on the property:

- a. Submit a current Rabies certificate (the only vaccine required by NH <https://www.oplc.nh.gov/sites/g/files/ehbemt441/files/inline-documents/sonh/rabies-clinic-standards.pdf>).
- b. Submit proof of other current immunizations if they are legally required for dogs in New Hampshire.
- c. Submit proof of Peterborough dog license.
- d. Require Assistance Animal be on leash outside of the unit.

- e. Require no incessant or prolonged barking, particularly during Condo quiet hours (8:00 PM - 8:00 AM) when it could disturb other residents who are located very close to the Complainant's residence.
- f. Assistance Animal must not be walked on other unit owners' Limited Common Areas (front and/or back yards of the unit), without the express permission of such unit owner.
- g. Assistance Animal's urinating and defecating should be avoided in other unit owners' Limited Common Areas if possible; if it occurs, Complainant is responsible for cleaning it up immediately.
- h. Assistance Animal's waste must be cleaned up in a timely manner, tightly bagged, and disposed of in the LHE's dumpster(s) or in Complainant's trash. Waste cannot be disposed of in the wooded areas.
- i. Assistance Animal must be under Complainant's control at all times outside of Complainant's unit.
- j. Assistance Animal must not engage in threatening behavior to residents (repeated growling/barking at residents, jumping up on residents, and/or any biting of residents).
- k. Assistance Animal must not be left unattended outside (i.e., cannot leash to a stake outside).
- l. Violations of the above subject to \$10.00 per violation fee, which is the standard fee for other violations at LHE. If the Board receives a written complaint alleging that Ms. Swartwood has violated any of these rules, the Board will forward the complaint to Ms. Swartwood. Ms. Swartwood shall be permitted to respond in writing and/or request an in-person or video meeting with the Board before the Board decides whether imposing a \$10.00 fine is appropriate.

G. RELIEF IN THE PUBLIC INTEREST

15. Respondents' current members of the Board of Directors (BOD) of the Long Hill Estates at Peterborough condominium association agree to training on reasonable accommodations and reasonable modifications, including, Assistance Animals. This training will be comprised of the members of the BOD' reading the HUD 2020 FHEO Notice on Assistance Animals, the Joint Statement of HUD and the Department of Justice (DOJ) on Reasonable Accommodations Under the Fair Housing Act issued May 17, 2004, and the Joint Statement of HUD and the DOJ on Reasonable Modifications Under the Fair Housing Act dated March 5, 2008 (Training Documents). Within thirty (30) days of the effective date of this Agreement, Respondents will submit an affirmation affirming that they have read the Training Documents to: conciliationmonitoringregion1fheo@hud.gov.

16. Respondents shall refrain from any act that would constitute a violation of the Fair Housing Act.

17. Respondents shall not retaliate against Complainant or any person who participated in the investigation.

18. Respondents shall retain and make available records that would demonstrate that they have complied with the affirmative obligations under this Agreement.

19. Respondents shall hold themselves out as an equal opportunity housing provider in their routine advertisements.

20. For the term of this Agreement, Respondents will notify HUD of any complaint of housing discrimination against themselves or any agent. Complaints to be reported include, but are not limited to, those filed with HUD, or any other federal, state, or local entity. Respondents will notify HUD within fifteen (15) days of becoming aware of the complaint, and within fifteen (15) days of its resolution; and will provide additional information upon request.

H. MONITORING

21. HUD shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect the property identified in Section A of this Agreement, examine witnesses, and copy pertinent records. Respondents agree to cooperate fully with any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

22. All required certifications and documentation of compliance, including verification of payment must be submitted to:

conciliationmonitoringregion1ftheo@hud.gov

J. CONSEQUENCES OF BREACH

K. Whenever HUD has reasonable cause to believe that Respondents have breached this Agreement, the matter may be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act. **SIGNATURES**



Nicole Swartwood
Complainant

01/13/2025

Date

Signatures on the following page:

Raymond G. Côté

01/13/2025

Long Hill Estates at Peterborough
Respondent
By:

Date

Raymond G. Côté

01/13/2025

Raymond Cote
Respondent

Date

L. APPROVAL ON BEHALF OF THE SECRETARY OF HUD

D. J. Weaver

01/14/2025

Daniel J. Weaver
Region I Director
Office of Fair Housing and Equal Opportunity

Date