

Thatchmont Board Meeting – June 22, 2010

Trustees: Neil Golden, Lifei Guo, Sarah Leaf-Herrmann, Arthur Mattuck, Michael Springer
G&G: Sheryl Sarkis Absent: Victor Samarov, Rosemary Trainor

Financial Report

Neil presented a revised **five-year plan** for capital projects. The principal difference from the one described in the previous minutes is that the revised plan assumes a higher annual increase in the condo fee: 11.5%, representing an 8.5% effective increase, plus an additional 3% for inflation.

Under this revised plan, the reserves both start and end the five-year period with 200K. It allows for an annual half-roof replacement, with an additional replacement for the current year. For 2014 it allows 250K for further masonry repointing, plus more lintel replacement. Other major projects – principally back stairwell painting and this year's exterior painting – plus scheduled annual additions to the reserves are as described in the minutes of the previous meeting.

The actual condo fees for the following year are set each year in the fall by the trustees, and discussed at the annual meeting. The point of the plan is to smooth out the bumps as much as possible, so that the annual fee does not jump around in response to sudden emergencies.

Old Business

1. **Two Half-roofs 25 Thatcher:** These two half-roofs with leaks were reinspected in early June by Kevin Hickey and Mike Murray (Hickey Roofing), with Neil and Sheryl attending. Neil subsequently reported (in summary):

- a) The roof over #5 clearly needs replacing since the insulation beneath the membrane is wet.
- b) The roof over #6 has wet spots in the insulation. This water is trapped between the tar-and-gravel-roof below and the rubber membrane above. There were small holes in the membrane near the parapet and the intermediate wall area. The roof could be patched, but might need repatching soon and frequently afterwards.
- c) We would get some saving by doing both half-roofs together.
- d) Some other work is needed: recladding of the penthouses and their doors replaced or repositioned, new roof drains.

There were two bids on the project; the trustees voted to accept the lower bid from Hickey, around 38K for both half-roofs and the other work in (d).

2. **Parking-lot cracks:** As voted on earlier, the cracks were sealed with asphalt on July 1 by U.S. Paving; coating the whole surface with clear sealer (which would have required repainting the lines) was not done, since it would have more than doubled the expense and was viewed as of doubtful utility.

3. **Outside back-stairwell handrails:** The two handrails for 15 and 19 Thatcher will be installed by Lou's Welding in mid-July.

4. **Insurance claims:** The previous minutes reported that after the 5K deductible, the Condo would receive about 26K insurance reimbursement for 31K damage to the individual units and the common areas from the heavy spring storms.

More recent claims may have changed those figures somewhat, but that does not affect the question before the Trustees: how to divide the reimbursement up fairly, taking into account individual unit owners' insurance and deductibles. A tentative proposal elicited some discussion, but no conclusion was reached and the matter was tabled; the discussion can be continued by e-mail.

5. **Exterior painting:** Two bids were received from each of three firms:

- one for the basic work on the exterior windows and doors, including the sashes on the basement windows, and with a separate per/hr price for any required carpentry;
- a separate one for the sashes on the unit-owner windows. Questions were raised about the pricing of

unit-owner sashes, since some are vinyl and so do not require painting.

One firm, King Painting, was tentatively selected, pending the obtaining of satisfactory references from large exterior paint jobs they have done around here. Repricing of the unit-owner sashes will also be requested, to include only the wood sashes (or a basic per-window charge, since it is hard to tell from the ground which sashes are vinyl).

Based on the bids and the carpentry required, the price (including the sashes) will be over 50K.

A subsequent e-mail discussion involved the choice of paint, with Behr, California, and Benjamin Moore all well-rated.

6. **Landscaping** The missing or damaged hedge plants were replaced by General Landscaping and seem to be doing well. A proposal to call back Zen Associates to trim the trees and shrubs (they were last here two years ago) was postponed until we see what we can do ourselves.

7. **Storm leak in 14 Egmont #3** This was on the north-facing street side, reported subsequently. It will be included in the storm-damage repainting; the behavior in further storms will be monitored to see if any lintels need replacing.

New Business

Roof Decks: The necessity of removing the roof deck at 25 Thatcher #5 to replace the roof precipitated a long discussion, both at the meeting and by e-mail before and after it. The two principal concerns were the following.

a) The unit-owner (interested in selling the unit) requested a guarantee in writing from the trustees that a new owner could put up a roof deck after the new roof was installed, assuming its design conformed with all existing regulations and was approved by the trustees.

Such a letter has been subsequently provided, with the additional stipulations that the cost of removing the old deck have been paid, that the footprint and design of the new deck approximate the old, and that construction take place within a year. If these conditions are not met, the Trustees will evaluate the proposal as they would any new roof deck proposal.

b) Five trustees have access to roof decks, and were interested in the related general question of who is responsible for a roof deck, and in particular, who pays the cost (2K-3K) of removing it when a roof must be replaced.

The current by-laws in conjunction with the master deed indicate that

(i) a roof-deck is private property, the responsibility of whoever builds it and pays for it (one, two, or three unit-owners); this responsibility is transferred to the new unit owner when the unit is sold

(ii) regardless of who builds it, all three unit-owners can use it (changing this would require changing the master deed – 100% of all unit owners, 50% of mortgage-holders)

The above (i) implies that the cost of removal has to be borne by those who built it, or their inheritors. Various scenarios were proposed showing how (i) and (ii) were in conflict and could produce unfairness.

For the present, only can only somewhat drily remark that the purpose of laws and regulations is to remove ambiguity, not to be fair. However, by-laws can be changed. One proposal was to require any consortium putting up a roof deck to deposit with the Association the cost of removing it. Your secretary notes that a roof deck was built 15 years ago for 2.4K, approximately the cost of removing it today; a roof lifetime is rated at 20 years. Clearly the discussion will have to continue.

Next meeting: Late August, time and place TBA.

Arthur Mattuck
Recording Secretary