

Cons

MEMO TO; RICHARD W RANDALL

Subject: PVPA Inc. Board Operations, Common Property

Reference:- Randall to Murray Communication of 12/08/17

-PVPA Inc. Board of members of 12/15/17

Mr. Randall,

First I will set the record straight as to your participation in the reference communications, as I now understand it:

You are replying to me with the full APPROVAL of the PVPA Inc. Board and with permission of it's Chairman/President Harris. The rules for such is detailed in your memo to me.

You are an official, or unofficial spokesman for the PVPA Inc. Board. Comparing the very similar errors in fact and logic between the two referenced memos would lead any reader to conclude that you are the primary contributor to both, and, that you are the primary legal advisor to the Board.

You, Mr. Randall, are the key architect and implementer of a strategy to consolidate ownership or ownership control of all common property into the hands of the PVPA Inc. Board of Directors. The objective was/is to use this control to convey ownership or exclusive use of common property to select recipients without our member/owner's approval. Your initial attempt was to convey ownership of the South St. Extension to the Hollidays.

Let me now address your memo to me. I will be as concise as possible.

Topic 1. Ownership of common property.

I have replied to the PVPA Inc. Board position memo on this topic in detail. Since the Board's position is a complete copy of your position, with your historical input, you may consider my reply to you the same as my reply to the Board.

Topic 2. Ownership of the Pavilion /Dock House

You have a copy of my deed, and I assume the deeds of other Point Vivian owners. Look at your own deed. Now show me a deed for the Pavilion and/or the Dock House in the name of either the PVPA Inc. or Association. Now who owns the Pavilion and the Dock House?

More importantly, what is your issue? The Board acted as an "Agent for the Owners" in contracting for new roofs on our buildings with owner approval. The only thing the Board may not do as an "Agent for the Owners" is to convey ownership without a 100 % approval of the owners. This would be true of any organization acting as an agent of the owners.

Topic 3. Survey re Pavilion Etc.

I resent your "Baffelgab" on this. The survey cover letter was on PVPA INC. letterhead, It was signed "your Board". The Harris clarifying letter of October 31, 2017 stated, "Director Hludzenski " was asked to put together a survey. "it was a PVPA Inc. Board Survey".

Mr. Randall, you make a great point of the need to analyze facts to draw conclusions. Then you misstate the facts.

FACT: The Board survey had both the return envelope and the survey itself coded! Why would you say it did not?

Then Director Hludzenski concluded that he had received multiple inputs from various locations, so he used the coding!

FACT: I do not know the tracking capability inherent in the survey application software the PVPA used in their survey, nor do I know if the PVPA used it in their analysis. I do not care.

MY Conclusion: Surveys become irrelevant when the first proposal is put before the PVPA members/owners for their consideration.

Topic 4: Director Beaulieu situation and Randall's rules applicable to the situation.

Your communication reads "Chairman Harris reinforced the Board's policy that when communication on this issue or other issues are made to the members, it comes from the secretary with chairman approval. .. issues that are before the Board". So, let me see if I understand RANDALL RULE #1, an individually elected Board member of the PVPA Inc. Board may not communicate with any or all of the people he represents on any issue before the Board? Wow, Representative Government is dead at Point Vivian! RANDALL's RULE #2 "Directors and officers are expected to exercise careful oversight, undertake conservative action, and engage in analysis of factual issues. If it can be established that Directors or officers were grossly negligent in carrying out their duties , they may be held liable for the losses arising from their breach and/or may be subject to removal"

Randall's rules applied in the Beaulieu case.

- Beaulieu reprimanded for communicating with his Point Vivian constituency concerning Point Vivian issues with an expanded distribution list without approval.

Randall's rules applied in the Hludzenski case.

- Director publicly and incorrectly chastised PVPC Chair in a letter to a newspaper signed ' Director Hludzenski'. Director Hludzenski got facts wrong.... bad analysis. Was the letter Chairman approved? Possible impact on PVPC fundraising? Why no public correction or apology? Violation of of Randalls' rules. #1 and 2- no reprimand.

Randall's rules applied to the Zoning Board letter. How about the Directors Harris, Westover, Board letter to the Alexandria Bay Zoning Board? The letter got most of the relevant facts wrong and incorrectly identified the Stevens Boathouse as being adjacent to common property, It is the Kendall Boathouse that is so located. I guess the Kendall's are now forewarned that the PVPA Inc. Board may at some point require their Boathouse to be torn down. Is this careful analysis of fact and conservative action as

defined by you along with Attendant Liability? Liability may be dramatic if it affects salability of the Kendall property!! - NO REPRIMAND.

Mr. Randall, your relentless multi-year effort to consolidate power in the hands of the Board and to alter, decimate, destroy, our system of common property is wrong. You are the 'poster child' for violations of Randall's rules #1 and 2 with untold liabilities of both money and ill will imposed on the people of Point Vivian. Let's look at your analysis of factual issues. Lets look at your decisions based on your ANALYSIS....on your conservative actions on behalf of ALL the people of Point Vivian. Let's look at your accountability for the resulting liabilities.

COMMON PROPERTY OWNERSHIP AND USE

Your article on Point Vivian in the Thousand Island Life. com stated "The common property was exchanged for an equal share of the corporation" No facts, No proof, faulty analysis, Bad decision Mr. Randall. The ownership issues should have been addressed then or before.

Your Point Vivian Association budget item beginning in 2009 for \$500.00 sought a deed for the common property in the name of the corporation or association. An obvious conclusion would be, no deed because no ownership. Another chance wasted to accept reality and to stop your divisive crusade. NO FACTS, NO PROOF, FAULTY ANALYSIS, ACCUMULATED LIABILITY due to you.

You engineered a change to the PVPA Inc. by-laws enabling sale of common property with a 2/3 vote of members. You forgot to analyze N.Y. State law which preempts Point Vivian by-laws. Phyllis Johnson stated at that time "You cannot vote away my property rights". She was right. You were wrong, you are wrong, No proof Wrong facts,; bad analysis, continuing liability.

Your decisions during the Holliday and Pratt/Johnson legal actions are legendary for faulty analysis of facts/alternatives, unexplainable choices. That led to somewhere near \$100,00.00 of totally unnecessary expenses -your liability?

Decision to accept the Holliday claims as "owner" of the property in question. Wrong. No facts. no proof, bad analysis. B. Pratt recommendation was a clear best choice... put the burden of proof on the plaintiff/Hollidays.

In December, 2013, your negotiators circulated an e-mail suggesting a Board vote and a member vote on a negotiated settlement they were close to agreement on. No evidence either vote took place.

Where do I start to describe how wrong you and the Board were regarding the Pratt/Johnson requested intervention into the Holliday lawsuit. Pratt/Johnson requested to enter the lawsuit on the side of the PVPA Inc. Board. They brought with them a lawyer with his retainer paid (No \$40,000 problem). Their lawyer had prepared an affidavit of law on the Holliday claims refuting them point by point. (also paid for). Mr. Randall, you denied the Pratt/Johnson request without even discussing it with them, or sharing the existence of the intervention with your negotiators. No contact what so ever, so you continued to negotiate with a non-owner, invited member, the Hollidays, who sued to take away \$65,000.00 of water access common property and you refused to

discuss the case with two owners/members willing to spend thousands of their own money to protect PVPA members/owners from the loss of the property.
WRONG1WRONG WRONG1

My all time favorite bad decision is the decision to agree to the so-called settlement with the Hollidays just 18 hours before the scheduled court date on the Pratt/Johnson intervention, The judge was to hear arguments on the Pratt/Johnson claim of common property ownership, which if granted, would make them necessary parties to the Holliday legal action. In plain English. the judge was to decide if Pratt/Johnson owned a fractional share of Point Vivian common property or if the PVPA In. owned all 100%. Nice choice Mr. Randall. Bad facts, bad analysis, bad results. Incredible on-going liability to all owners/members.

Your decisions in the Pratt/Johnson law suit are equally ridiculous. It was obviously more important to you to justify your illegal action in the Holliday matter than it was to have the South St. Extension returned to common property status, which would benefit all of the Point Vivian community.

So now , you lecture us,; Mr. Randall:

“Directors and officers are expected to exercise careful oversight, undertake conservative action, and engage in analysis of factual issues. If it can be established that Directors or officers were grossly negligent in carrying out their duties, they may be held liable for the losses arising from their breach and/or may be subject to removal.”

When do you, Mr. Randall accept accountability for your gross negligence, when do you accept liability for the untold thousands spent on totally unnecessary legal action to reverse your illegal actions?

I will end with a compliment to you Nr. Randall. You are and exceptional ‘CON MAN’. It is tough to explain how anyone would structure an argument to a group of bright, competent property owners to convince them to agree to give away \$65,000.00 of river front property, when two of their community were ready to save it, and then, to convince the same people to give him \$40.000.00 to spend to find a legal way to give away the same property.

What is your next step in your strategy of consolidating power into the Board? My guess is perhaps a change in our governing structure. The Change from association trustees to PVPA INC. Board members with the “control” language in the by-laws did not quite make it. Perhaps you are considering a transition to a real H.O.A., or the Hamlet structure. Perhaps instead it will be ‘exclusive use’ as in the Kendall boathouse or Riparian rights, which would get really messy. Good thing your are “HUSBANDING’ our association funds for legal activity.

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941-223-2283

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P.S. Mr. Randall, what exactly is our relationship to the Hollidays? How/Why have you convinced the PVPA IN. Board that the Hollidays are owed some enhanced use or control of the South St. Extension to the disadvantage of all PVPA members?