

1 Michael P. Heringer  
2 Seth M. Cunningham  
3 BROWN LAW FIRM, P.C.  
4 315 North 24<sup>th</sup> Street  
5 P.O. Drawer 849  
6 Billings, MT 59103-0849  
7 Tel (406) 248-2611  
8 Fax (406) 248-3128  
9 *Attorneys for Respondents Glastonbury*  
10 *Landowners Association, Inc.*

6 Alanah Griffith  
7 Griffith Law Group  
8 108 North 11<sup>th</sup> Avenue, Unit # 1  
9 Bozeman, MT 59715  
10 Tel (406) 624-3585  
11 Fax (406) 626-3360  
12 *Attorneys for Respondents Glastonbury*  
13 *Landowners Association, Inc.*

11 **MONTANA SIXTH JUDICIAL DISTRICT COURT, PARK COUNTY**

12 DANIEL and VALERY O'CONNELL,

13 Plaintiffs,

14 v.

15 GLASTONBURY LANDOWNERS  
16 ASSOCIATION, INC. Board of Directors,

17 Defendants.

Cause No.: DV-2011-114  
Judge David Cybulski

**DEFENDANTS' RESPONSE IN  
OPPOSITION TO PLAINTIFFS' MOTION  
TO STRIKE OR DISREGARD DEFENDANT  
ALLEN'S AFFIDAVIT**

18 COMES NOW the above named Defendants Glastonbury Landowners Association, Inc. (GLA)  
19 and submits this response in opposition to Plaintiffs' Motion to Strike or Disregard Defendant Allen's  
20 Affidavit.  
21

22 **1. Plaintiffs' Motion is not allowed by the Rules of Civil Procedure.**

23 Mont. R. Civ. P. 56(c)(1) allows a party opposing summary judgment to file a response brief and  
24 the movant to file a reply. Plaintiffs try to take one more bite at the apple by filing a Motion to Strike or  
25 Disregard Defendant Allen's Affidavit which is simply another response in opposition to summary  
26 judgment. The Court should not only deny this Motion but disregard it or strike it under Mont. R. Civ.  
27 P. 12(f) which allows for the striking of redundant and immaterial pleadings.  
28

1 Plaintiffs offer nothing new as to why summary judgment should not be granted to the GLA, and  
2 offer an affidavit allegedly disproving the statements of Alyssa Allen. However, that affidavit raises  
3 nothing of substance but simply asserts their Motion disproves Allen's affidavit. "Mere denial,  
4 speculation, or conclusory statements are insufficient to raise genuine issue of material fact." *Arnold v.*  
5 *Yellowstone Mountain Club, LLC*, 2004 MT 284, ¶ 15, 323 Mont. 295, ¶ 15, 100 P.3d 137, ¶ 15.  
6

7 **2. Plaintiffs improperly rely on allegations made in a settled case.**

8 Plaintiffs again raise their second lawsuit claiming they had to file it to get one membership list.  
9 Again that case was settled with no admission of liability. The settlement agreement allowed Plaintiffs  
10 to request a membership list no more than twice a year and all other documents to which they are  
11 entitled pursuant to the Montana Non-Profit Corporation Act and GLA By-laws upon request. (See  
12 Exhibit A).  
13

14 Plaintiffs allege the settlement agreement has been breached by pointing to an invoice charging  
15 them \$60 for the three hours of time necessary to compile, review, and prepare a document request  
16 including a draft assessment policy, 2012 meeting minutes, membership lists, Erickson draft  
17 agreements, management agreement, confidentiality agreements, and conflict of interest statements.  
18 However, this invoice was for work performed before the settlement agreement was enacted. The  
19 invoice cannot be "proof" of violation of the settlement agreement because the settlement agreement  
20 was not in force when the work was done.  
21

22 Since the settlement agreement was enacted, membership lists have been provided to Plaintiffs  
23 at no charge. Membership lists were included in discovery responses to Plaintiffs September 11, 2013.  
24 Additionally, the membership list was made available when Plaintiffs inspected GLA records in June  
25 and July of 2014 and which had been previously provided. (See Exhibit B). The membership list was  
26 again made available at the sign-in table at the annual meeting in November of 2014. (See Exhibit C).  
27  
28

1 Finally, another membership list was sent to Plaintiffs on December 31, 2014 in response to  
2 interrogatories.

3 Finally, even though the invoice they rely on was for work incurred at their request before the  
4 settlement agreement, the settlement agreement does not relieve Plaintiffs of the responsibility of paying  
5 the reasonable costs of labor and material incurred in providing documents. Plaintiffs continually  
6 complain of being charged \$60 but the fact remains, they have not paid the \$60, and yet almost three  
7 years later they have been given numerous GLA records and had the opportunity to inspect such  
8 records.  
9 records.

10 **3. Plaintiffs raise no genuine issue of material fact.**

11 Plaintiffs blame the mess they made of the GLA's records during their document inspection on  
12 "the GLA system keeping its corporate records in cardboard boxes...." Plaintiffs cite Mont. Code Ann.  
13 § 35-2-906 which says "A corporation shall maintain its records in written form or in another form  
14 capable of conversion into written form within a reasonable time." The GLA keeps its records in written  
15 form. The records were provided in chronological, well organized binders. This does not violate the  
16 statute.  
17 statute.

18 Plaintiffs have repeatedly refused to properly make document requests under the Montana Non-  
19 Profit Corporation Act or under the rules of discovery in a lawsuit which they filed. When the GLA  
20 graciously allowed them to inspect and make their own copies, they left a mess. The fault is not the  
21 GLA's record keeping but lies with Plaintiffs.  
22 GLA's record keeping but lies with Plaintiffs.

23 Plaintiffs argue they have disproved Alyssa Allen's affidavit by taking issue with the GLA's  
24 interpretation of its Bylaws which leave outgoing board members in office until the next regular board  
25 meeting after the election. This issue has been briefed in the GLA's reply brief in support of summary  
26 meeting after the election. This issue has been briefed in the GLA's reply brief in support of summary  
27  
28

1 judgment. Plaintiffs' simply argue against the board's interpretation and application of the Bylaws.  
2 However, it is the board, not Plaintiffs, which holds the power to interpret and apply the Bylaws.

3 Plaintiffs also argue against the GLA's ballot counting process which ensures secret ballot  
4 voting. Plaintiffs argue "review of GLA election ballots is the only way to prove GLA election results."  
5 This is a specious allegation. Plaintiffs present no proof the ballot counters are miscounting or  
6 committing malfeasance. Mere suspicions are not genuine issues of material fact.  
7

8 Plaintiffs once again disagree with the board's interpretation and application of the Bylaws.  
9 Their mere disagreement is not grounds for denying summary judgment. The board has the power to  
10 conduct elections. Plaintiffs simply want the Court to change or direct the discretionary powers of the  
11 board and manage the affairs of the GLA.  
12

13 Plaintiffs' other evidence allegedly disproving Alyssa Allen's affidavit is simple disagreement  
14 with how the GLA keeps committee meeting minutes and ratifies email votes. Again, disagreement with  
15 a board practice is not a genuine issue of material fact. Plaintiffs also give no support in law or fact for  
16 why they are entitled to access to closed session meeting minutes which are protected by law and the  
17 Montana Constitution. Plaintiffs may want to be privy to the board's discussions on litigation  
18 (especially since Plaintiffs are the ones causing it), but they are barred by the attorney-client privilege.  
19 Plaintiffs have no possible justification for delving into confidential matters.  
20

21 **4. Plaintiffs' allegations regarding director conflict of interest do not create issues of material fact.**

22 Plaintiffs claim the fact that the GLA can and does pay board members for rendering services in  
23 capacities other than as directors disproves Allen's affidavit. It does nothing of the sort. The Bylaws  
24 clearly allow this.  
25

26 Plaintiffs claim the GLA refuses to get competitor bids and that there is a duty to follow good  
27 business practice. However, they point to no statute or Bylaw which requires getting bids. And, they  
28

1 admit the GLA provided them with evidence bids had been solicited in the past. So the GLA has gotten  
2 bids for work performed even though bids are not required.

3 Plaintiffs also claim paying directors to do non-director work violates Mont. Code Ann. § 35-2-  
4 418 because it is a conflict of interest. They claim the members must vote to allow it. This is a wrong  
5 interpretation of the statute and conveniently leaves out crucial language. The statute reads:  
6

7 (1) A conflict of interest transaction is a transaction with the corporation in which a director of  
8 the corporation has a direct or indirect interest. A conflict of interest transaction is not voidable  
9 or the basis for imposing liability on the director if the transaction was fair at the time it was  
10 entered into or is approved as provided in subsection (2) or (3).

11 (3) A transaction in which a director of a mutual benefit corporation has a conflict of interest  
12 may be approved if:

13 (a) the material facts of the transaction and the director's interest were disclosed or known to the  
14 board of directors or a committee of the board and the board or committee of the board  
15 authorized, approved, or ratified the transaction; or

16 (b) the material facts of the transaction and the director's interest were disclosed or known to the  
17 members and they authorized, approved, or ratified the transaction. Mont. Code Ann. § 35-2-  
18 418. (Emphasis added).

19 First, there is no conflict of interest, but even if there were, the statute is not violated. Plaintiffs leave  
20 out the initial language which says if the transaction “was fair at the time it was entered into....” This  
21 language relieves a director from any liability. Plaintiffs present no evidence any of the work done by a  
22 director was not fair.

23 Second, Plaintiffs cite only the portion of the statute regarding member authorization, approval,  
24 or ratification. Approval may also be given by the board or a committee of the board. It has never been a  
25 secret that sometimes board members are paid for things such as snowplowing. Members have always  
26 known this. Plaintiffs produce no evidence it is being done improperly, they simply object to the  
27 practice allowed by law and the Bylaws. This is not a genuine issue of material fact.

#### 28 **4. Plaintiffs’ allegations of a “fake” Receipts & Expenditures report are unsupported.**

Plaintiffs allege the GLA failed to give its members a Receipts & Expenditures report in 2011,  
and gave a “fake” one in October of 2012. Attached as Exhibit D is the 2011 Receipts & Expenditures

1 Report sent to members in October of 2012. Plaintiffs were also sent this in discovery. Plaintiffs have  
2 produced no evidence supporting their claim this is "fake" nor can they. This is not a genuine issue of  
3 material fact.

4 **CONCLUSION**

5 For the reasons argued above, the GLA requests that the Court deny Plaintiffs' Motion to Strike  
6 or Disregard Defendant Allen's Affidavit, and disregard and strike it pursuant to Mont. R. Civ. P. 12(f).

7 DATED this 21st day of May, 2015.

8  
9 BROWN LAW FIRM, P.C.

10  
11 BY 

12 Michael P. Heringer  
13 Seth M. Cunningham  
14 The Brown Law Firm, PC  
15 Attorneys for Glastonbury  
16 Landowners Association, Inc.  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

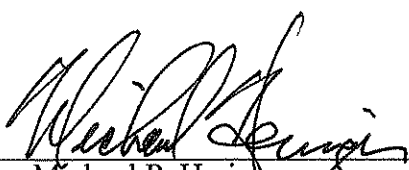
I hereby certify that a true and correct copy of the foregoing was duly served by U.S. mail, postage prepaid, and addressed as follows this 21<sup>st</sup> day of May, 2015:

Daniel and Valery O'Connell  
PO Box 77  
Emigrant, MT 59027  
*Plaintiffs pro se*

Daniel and Valery O'Connell  
PO Box 774  
Cayucos, CA 93430  
*Plaintiffs pro se*

Alanah Griffith  
Griffith Law Group  
108 North 11<sup>th</sup> Avenue, Unit # 1  
Bozeman, MT 59715  
*Attorneys for Respondents Glastonbury  
Landowners Association, Inc.*

Judge David Cybulski  
573 Shippe Canyon Road  
Plentywood, MT 59254

By:   
Michael P. Heringer  
Seth M. Cunningham  
The Brown Law Firm, PC

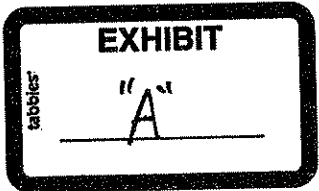
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**MONTANA SIXTH JUDICIAL DISTRICT COURT, PARK COUNTY**  
\*\*\*\*\*

DANIEL K. O'CONNELL and VALERY )		
A. O'CONNELL & for and on behalf of )		Cause No. DV-2011-193
Members of the Glastonbury Landowners )		
Association, )		
Plaintiffs, )		<b>STIPULATED</b>
v. )		<b>SETTLEMENT AGREEMENT</b>
GLASTONBURY LANDOWNERS )		
ASSOCIATION, INC. (the GLA )		
Corporation), )		
Defendant. )		

The parties to the above-captioned matter met for mediation on the 20<sup>th</sup> day of July, 2012, and agreed as follows:

1. The Glastonbury Landowners Association, Inc., hereinafter referred to as "GLA," Board of Directors will provide a current GLA membership list to the O'Connells upon request, but not more than two times a year.
2. The GLA will provide O'Connells with all documents to which they are entitled pursuant to the Montana Non-Profit Corporation Act and GLA By-Laws upon request.





1           3.     The GLA Board President will vote in accordance with the GLA By-Laws and not  
2 solely for the purpose of breaking a tie vote.

3           4.     The GLA Board will rescind the existing prohibition against recording member  
4 meetings.

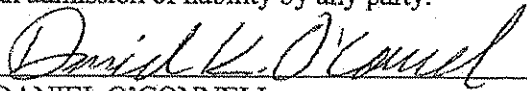
5           5.     The parties will dismiss the above-captioned Complaint and Counter-claim with  
6 prejudice.  
7

8           6.     The GLA Directors may not cast proxy votes for members in any capacity; however,  
9 they may cast their own votes as landowners. The Proxy Authorization form will be amended  
10 accordingly.

11           7.     This Stipulated Agreement is subject to ratification by the GLA Board.

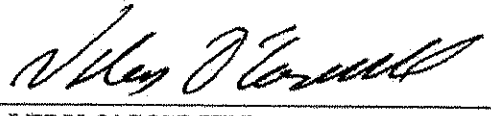
12           8.     Each party shall bear its own attorney's fees and costs.

13           9.     No provision included in this Stipulated Settlement Agreement shall be construed as  
14 an admission of liability by any party.

15   
16 \_\_\_\_\_

17 DANIEL O'CONNELL  
18 Plaintiff

19 Date of Signature: 7/20/2012

20   
21 \_\_\_\_\_

22 VALERY O'CONNELL  
23 Plaintiff

24 Date of Signature: July 20, 2012

25   
26 \_\_\_\_\_

27 RICHARD BOLEN  
28 President, Glastonbury Landowners Association  
29 Defendant

30 Date of Signature: 07/20/2012

31   
32 \_\_\_\_\_

33 FREDERICK P. LANDERS, JR.  
34 Counsel for Glastonbury Landowners Association

35 Date of Signature: 7-20-12

# BROWN LAW FIRM, PC

315 N. 24th Street | PO Drawer 849 | Billings, Montana 59103-0849  
Phone: 406.248.2611 | Fax: 406.248.3128

John J. Russell  
Michael P. Heringer  
Guy W. Rogers  
Scott G. Gratton  
Kelly J.C. Gallinger  
Jeffrey T. McAllister  
Jon A. Wilson  
Seth M. Cunningham  
Shane A. MacIntyre  
Thomas R. Martin  
Andrew J. Miller  
Adam M. Shaw

June 23, 2014

Daniel and Valery O'Connell  
PO Box 77  
Emigrant, MT 59027  
[dko@mac.com](mailto:dko@mac.com)

## Via U.S. Mail and Email

Retired  
Rockwood Brown  
John Walker Ross  
Margy Bonner

RE: **O'Connell v. Glastonbury Landowners Association**  
**Our File No. 73200.005**

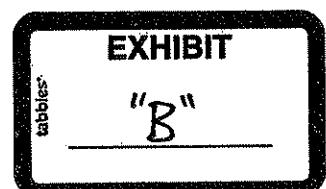
Dear Mr. and Ms. O'Connell:

This letter is in response to your email dated Saturday, June 21, 2014 where you request to inspect documents in Emigrant on June 27, 28, or 29. Although Saturday, June 28, 2014 is not a business day, the GLA will make an exception and allow you to inspect records on that day at 10:30 a.m. The GLA does not have an official office in Emigrant, but there are a couple of options where to meet: either the Wild Flour Bakery at 4 Overlook Road in Emigrant, MT or in the lobby of the Chico Hot Springs Resort (where we could use the library room if available). Please confirm where you would like to meet.

Mont. Code Ann. § 35-2-907 allows a member to inspect certain records if the request is made in good faith and for a proper purpose, the member describes "with reasonable particularity the purpose and the records the member desires to inspect," and the records are directly connected with this purpose.

In your email on June 9, 2014 you requested inspection of "GLA records; including membership list with emails" for the purpose of soliciting the votes of the members. In your email of June 11, 2014 you requested to inspect "Membership records of the [GLA] Association" including email addresses. In your email on June 21, 2014 you identify "documents such as the membership list and more."

From these multiple emails, the only records you have described with "reasonable particularity" are a membership list and email addresses (which you have already received at no charge. Unless you inform us otherwise, the records we will have available to you at the June 28, 2014 inspection are a membership list and whatever email addresses the GLA possesses.



Daniel and Valery O'Connell  
June 23, 2014  
Page 2

If you want to specify additional records to inspect, then you will need to do so with "reasonable particularity." The GLA needs to know what records you want to inspect in order to have them available. Requests such as "GLA records" are too broad and do not meet the statutory requirement. Thus, a list of specific items you wish to inspect would be beneficial to you and the GLA.

You also identify a member list prepared pursuant to Mont. Code Ann. § 35-2-535. As we have explained before, that list is prepared specifically for member meetings and is separate from the records in Mont. Code Ann. § 35-2-907. The two business day requirement applies to the list in Mont. Code Ann. § 35-2-535—not to the records in Mont. Code Ann. § 35-3-907. Because there is a member meeting on July 21, 2014, such a list is currently available for inspection by members. That list will also be available on June 28, 2014.

You also state that you are bringing your copier to copy documents. This is why you need to describe the documents you want with "reasonable particularity" because if you do not, then the GLA will only have the previously identified membership lists and email addresses available.

Sincerely,

Handwritten signature of Michael P. Heringer in cursive script.

Michael P. Heringer

MPH:amr



108 N. 11th Ave., Unit #1  
Bozeman, MT, 59715  
(406) 624-3585

November 7, 2014

Sent to Daniel O'Connell via email [dko@mac.com](mailto:dko@mac.com)

Dear Daniel:

I am in receipt of your email requesting a membership list. Pursuant to the 2012 settlement agreement referenced in your letter, you and Val may request a membership list twice a year. The settlement agreement does not waive the requirement that you use a form, but I would agree that you do not need to provide a reason for receiving the member list. Also, the settlement agreement did not waive the time that a non-profit has to prepare for your request.

As you are aware, MCA 35-9-907 states:

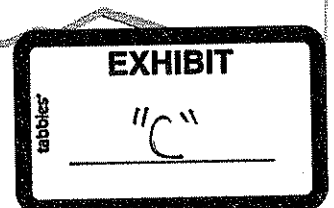
(1) Subject to 35-2-908(3) and subsection (5) of this section, a member is entitled to inspect and copy, at a reasonable time and location specified by the corporation, any of the records of the corporation described in 35-2-906(5) if the member gives the corporation written notice or a written demand at least 5 business days before the date on which the member wishes to inspect and copy.

Mont. Code Ann. § 35-2-907

Therefore, technically, you must make your request at least five business days before the requested date of inspection. November 5, 2014 at 8:14 p.m., you made the request to inspect the membership list. Therefore, you gave only two business days' notice, not the required five.


All of this being true, as the Association will have the membership records available during sign-in at the Annual Meeting on November 8, 2014. Therefore, the Association is happy to provide you with a copy of the current list as of today when you arrive at the meeting. The Association is unable to provide you a list "before the ballots are counted but after the ballots are cast at the annual election & meeting" so that you can confirm who is in good standing at that time. No such list will exist. Therefore, as no such list exists, the Association cannot provide it.

As you know, many members show up at the time of the meeting and pay their assessments, which then puts them in good standing. A notation is made, but no new list is drawn up until after the meeting. It is not reasonable for you to inspect these handwritten records



while drafting them (or right after) as the needs of the membership to have a speedy, uninterrupted meeting outweigh your desire to review them. Therefore, the corporation does not find that it would be a "reasonable time and location" pursuant to MCA 35-9-907 to provide the list. Please remember that it is up to the corporation to specify the "reasonable time and location" of your requested inspection, not you.

Sincerely,

A handwritten signature in black ink, appearing to read "Alanah Griffith", written in a cursive style.

Alanah Griffith

Glastonbury Landowner's Association  
**Receipts and Expenditures**  
 January through December 2011  
 Jan - Dec 11

Ordinary Income/Expense

Income

100. Parcel Assessment Fees	
101. Dwelling Prior to 2000	195.00
102. Dwelling 2000	240.00
103. Dwelling 2001	240.00
104. Dwelling 2002	180.00
105. Dwelling 2003	120.00
106. Dwelling 2004	175.90
107. Dwelling 2005	264.00
108. Dwelling 2006	154.10
109. Dwelling 2007	290.00
110. NG Dwelling 2008	159.00
110. SG Dwelling 2008	166.00
111. NG Dwelling 2009	425.66
111. SG Dwelling 2009	662.48
112. NG Dwelling 2010	3,255.39
112. SG Dwelling 2010	2,676.71
113. NG Dwelling 2011	22,986.21
113. SG Dwelling 2011	17,758.34
125. Land Prior to 2000	195.00
126. Land 2000	240.00
127. Land 2001	240.00
128. Land 2002	180.00
129. Land 2003	120.00
130. Land 2004	175.89
131. Land 2005	341.88
132. Land 2006	418.11
133. Land 2007	670.63
134. NG Land 2008	317.00
134. SG Land 2008	802.00
135. NG Land 2009	773.66
135. SG Land 2009	1,402.96
136. NG Land 2010	3,500.88
136. SG Land 2010	4,581.02
137. NG Land 2011	29,479.80
137. SG Land 2011	30,853.70
150. GAV	9,359.00
160. Finance Chrgs Late Accnts	2,178.75
161. Penalties Late Accounts	690.09
100. Parcel Assessment Fees - Other	60.00
Total 100. Parcel Assessment Fees	136,529.16
200. Project Review Fees	
201. Application Fee	225.00
202. IF - House	1,300.00



## Glastonbury Landowner's Association

## Receipts and Expenditures

January through December 2011

Jan - Dec 11

203. IF - Structures 200/800sf	350.00
204. IF - Structures Over 800sf	200.00
205. IF - Well	75.00
206. IF - Driveway	225.00
207. IF - Septic	150.00
209. IF - Mobile Home	150.00
213. IF - Minor Variance	50.00
214. IF - Major Variance	300.00
218. Mileage Impact Fee	950.00
<b>Total 200. Project Review Fees</b>	<b>3,975.00</b>
<b>300. Roads</b>	
301. CUT - Road Paving Loan	1,306.89
303. Snowplowing	30.00
<b>Total 300. Roads</b>	<b>1,336.89</b>
<b>400. Liens</b>	
401. Landowner Filing Fee	325.00
<b>Total 400. Liens</b>	<b>325.00</b>
<b>500. Interest Earned</b>	
501. Savings Interest	76.03
<b>Total 500. Interest Earned</b>	<b>76.03</b>
<b>700. Other Income</b>	
701. Miscellaneous	350.00
<b>Total 700. Other Income</b>	<b>350.00</b>
<b>800. NG Chip Seal Income</b>	
803. ChipSeal- 5 payments/dwel	17,617.04
804. ChipSeal-5 payments/land	3,197.58
805. ChipSeal GAV- 5 payments	3,103.00
<b>Total 800. NG Chip Seal Income</b>	<b>23,917.62</b>
<b>Total Income</b>	<b>166,509.70</b>
<b>Expense</b>	
<b>A00. Roads &amp; Weeds</b>	
<b>A02. Contractors - Snow Removal</b>	
A02A. North Glastonbury	829.47
A02B. South Glastonbury	1,314.35
A02C. High South Glastonbury	9,661.50
A02G. Dry Creek	901.25
<b>Total A02. Contractors - Snow Removal</b>	<b>12,706.57</b>
A03. Contractors - Weed Contrl	1,849.50
A05. Equipment Reg & Ins	2,360.00
<b>A06. Equipment Mtce</b>	
A06. Truck #1	578.08
A06. Truck #2	785.97
<b>Total A06. Equipment Mtce</b>	<b>1,364.05</b>
A08. Road Improvement Loan	30,225.28
A09. Administration	540.00

Glastonbury Landowner's Association  
 Receipts and Expenditures  
 January through December 2011  
 Jan - Dec 11

	Jan - Dec 11
A11. Miscellaneous	
A11A. Fuel	363.00
A11B. Sand	125.00
A11C. Sign Posts	4,335.79
A11E. Quonset Hut Asset Expense	341.14
A11. Miscellaneous - Other	70.00
Total A11. Miscellaneous	5,234.93
A12. Contractors - NG Road Wrk	
A12B. Aries Drive	1,003.00
A12C. Capricorn Drive	1,490.00
A12F. Gemini Road	820.00
A12I. Pisces Way	535.00
A12J. Sirius Drive	1,662.00
A12K. Taurus Road	1,129.00
A12L. Venus Way	535.00
A12W. Mowing North Glastonbury	400.00
A12Y. ChSeal Investors payments	
Chip Seal Investor#1	0.00
Chip Seal Investor#2	4,619.50
Chip Seal Investor#3	1,154.87
A12Y. ChSeal Investors payments - Other	4,033.53
Total A12Y. ChSeal Investors payments	9,807.90
Total A12. Contractors - NG Road Wrk	17,381.90
A13. Contractors - SG Road Wrk	
A13B. Arcturus Drive	3,392.50
A13D. Leo Drive	2,435.00
A13E. Leo Lane	270.00
A13G. Hercules Road	2,520.00
A13W. Mowing South Glastonbury	325.00
Total A13. Contractors - SG Road Wrk	8,942.50
A14. Roads/Common Land Ins	5,406.28
A16. Employee Expenses	
A16.A MontananState Fund	390.34
Total A16. Employee Expenses	390.34
Total A00. Roads & Weeds	86,401.35
B00. Project Review	
B01. Contractors	3,100.00
B03 Sanitation Bond Refunds	1,150.00
B05. Legal Fees	2,881.75
Total B00. Project Review	7,131.75
C00-1 Legal Fees Contingency Fu	
C00-1 A General Legal /Services	1,214.50
C00-1 B O'Connell Lawsuit	7,950.80
Total C00-1 Legal Fees Contingency Fu	9,165.30
C00-2 Gen Op/Subcontractors	



## Glastonbury Landowner's Association

## Receipts and Expenditures

January through December 2011

Jan - Dec 11

C00-2.01 Gen. Managerial Duties	380.00
C00-2.02 Virtual Message/phone	149.50
C00-2.03 Office Equipment	480.38
C00-2 Gen Op/Subcontractors - Other	<u>1,375.00</u>
Total C00-2 Gen Op/Subcontractors	2,384.88
C00. Community/Complaints	
C01. Contractors	352.50
C03. Administration	270.00
C04. Legal Fees	2,128.25
C05. Miscellaneous/copies	<u>28.08</u>
Total C00. Community/Complaints	2,778.83
D00. Recreation	
D03. Parkland/Recreation	
D03A. Parkland Electricity	564.57
D03D. Lawn Mower Maint.	200.00
D03G. Gen. Maint. & Repairs	<u>140.00</u>
Total D03. Parkland/Recreation	<u>904.57</u>
Total D00. Recreation	904.57
F00. Website	
F02. URL/Domain Fee	<u>256.12</u>
Total F00. Website	256.12
G00. Liens	
G01. Lien Filing	116.94
G03. Administration	405.00
G04. Credit Report Research	<u>1.50</u>
Total G00. Liens	523.44
J00. Other Projects	
J03. Policies & Procedures	<u>110.00</u>
Total J00. Other Projects	110.00
K00. General Operating Expenses	
K01. Contractors - Admin Sec	2,777.50
K02. Contractors - Bookkeeper	3,746.25
K06. Office Supplies	783.63
K07. Postage and Delivery	825.14
K08. Monthly Board Meetings	2,385.69
K11. Rent	
K11B. Storage/Boxes	275.00
K11. Rent - Other	<u>461.00</u>
Total K11. Rent	736.00
K12. Insurance	
K12A. GLA Board Liability Ins	<u>1,341.00</u>
Total K12. Insurance	1,341.00
K13. Taxes	344.49
K14. Licenses and Permits	15.00
K18. Miscellaneous	197.75

Cash Basis

Glastonbury Landowner's Association  
Receipts and Expenditures  
January through December 2011

	Jan - Dec 11
K19. Quarterly Newsletter	510.00
Total K00. General Operating Expenses	13,662.45
L00. Other Expenses	
L01. Miscellaneous	300.00
Total L00. Other Expenses	300.00
M00. Annual Meeting/Elections	
M01. Contractors	360.00
M03. Administration	1,561.25
M04. Postage and Delivery	432.42
M05. Refreshments	172.26
M06. Rent	75.00
M07. Miscellaneous	101.96
M08. Copies	281.55
Total M00. Annual Meeting/Elections	2,984.44
Total Expense	126,603.13
Net Ordinary Income	39,906.57
Net Income	39,906.57