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THE COMMONWEALTH OF MASSACHUSETTS AUTO DAMAGE APPRAISER LICENSING BOARD

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WILLIAM E. JOHNSON
RICHARD STARBAR
SAMANTHA L. TRACY
PETER SMITH

Minutes of the Meeting of the Board held on May 23, 2023 and approved at the Board Meeting held on July 12, 2023; Motion of Board Member William Johnson, Seconded by Board Member Peter Smith. The Motion Passed by a Vote of: 3-0, with Board Member Richard Starbard absent and Chairman Michael D. Donovan Abstaining.

Minutes of the Board Meeting held on May 23, 2023

The Auto Damage Appraiser Licensing Board (ADALB or Board) held a meeting on May 23, 2023, at 1000 Washington Street, Boston, Massachusetts.

Members Present:

Chairman Donovan
Samantha Tracy
William Johnson
Richard Starbard
Peter Smith

Attending to the Board:

Michael D. Powers, Counsel to the Board

Call to Order:

Chairman Michael Donovan called the meeting to order at 10:00AM.

Chairman Donovan then asked those recording the proceedings to identify themselves and state with whom they were affiliated. Those responding to the Chairman's request were: Jim Steere of The Hanover Insurance Company and "Lucky" Papageorg" of the Alliance of Automotive Service Providers of Massachusetts.

Approval of the Board minutes for the Board meeting held on March 16, 2023:

Chairman Donovan called for a motion to approve the Board minutes of the Board meeting held on March 16, 2023, Board Member Richard Starbard made the motion to approve, and Board Member William Johnson seconded the motion. The motion passed by a vote of: 4-0, with Chairman Donovan abstaining.

Report on Part-II Examination for motor vehicle damage appraiser license:

Chairman Donovan requested Board Member Smith to provide an update on the examination. Mr. Smith reported that the next Part-II exam is scheduled for June 24, 2023, and there were currently 30 applicants on the list. Board Member Smith stated that he anticipated an additional 10 to 12 applicants can be expected by the exam date. Board Member Smith informed the Board that he received calls from some appraisers who informed him that out of state appraisers, not licensed in any other state besides Massachusetts, are having a difficult time obtaining their renewal. The resolution for the appraisers is to email Bob Hunter at the Insurance Producer Unit of the Division of Insurance with their information and he will assist them.

Mr. Papageorg requested permission to speak with the Board and Chairman Donovan granted permission. Mr. Papageorg noted that there is a notice upon completion of the license renewal stating that additional information is needed but does not specify what is needed. Mr. Papageorg found that he received a notice stating that, after a few hours the license will be available to be printed and when he tried to print the license, he was unable to do so. Board Member Johnson stated that he's not sure how long the time frame is, but after he filed his application to renew his license, he went into the system a few days later and found he was able to retrieve the license in printable form. Mr. Smith stated he will contact Mr. Hunter to see whether he can send a "blast email" to those currently licensed to let them know that no additional documents are needed.

Hearing by the Board to review the revocation of the motor vehicle damage appraiser license of Justin Forkuo based on the findings that were made against Mr. Forkuo as the owner of defendant 290 Auto Body Inc. ("290") in the case of Preferred Mutual Insurance Company v. 290 Auto Body Inc. Civil Action 18- 01813 (Worcester Superior Court):

The day before the hearing that was scheduled for the Board meeting, licensed motor vehicle damage appraiser Justin Forkuo contacted legal counsel to the Board and requested another postponement of the hearing, because he asserted he needed additional time to present the defense to the findings made against him at the hearing. At the March 16, 2023, Board meeting the Board placed the matter on the agenda and were notified by Mr. Forkuo that he and his lawyer were in the process of appealing the decision rendered in the Superior Court for Worcester County. Since that meeting, Mr. Forkuo did not file an appeal within the time required and as a matter of law the findings and decision made in the Worcester Superior Court are final and binding.

The hearing before the Board was to review the following final findings made by Massachusetts Associate Superior Court Justice A. Gavin Reardon Jr. in which Associate Justice Reardon entered a final judgment and found that Mr. Forkuo created a fraudulent auto damage invoice and engaged in fraud and deceit in the appraisal of damage to a motor vehicle:

In short, I find that Forkuo was unable to provide any paperwork or explanation justifying the invoices he sent in this matter and that the invoices were excessive. I also find that he created the billing and email system he used in this matter for the express purpose of frustrating insurance carriers like the plaintiff, with the intent of forcing them to pay excessive and unwarranted fees in order to avoid accrual of storage charges.

...

RULINGS OF LAW

1. Fraud and Deceit.

...

Finally, the invoices and demands 290 sent to Preferred did not accurately reflect work performed or charges incurred by 290. 290's "Direction to Pay" to Preferred indicated that 290 was due payment for, among other things, work dismantling the Honda, a gate fee, a hazardous waste fee, a blueprint fee, an administration fee, and a collision access fee. However, Forkuo was unable to specifically relate the itemized costs in the "Direction to Pay" to the Honda. As Forkuo failed to maintain accurate records of what work was actually performed on the Honda, and as I credit McKeen's testimony that the reasonable cost to appraise the Honda was less than \$100, 290 grossly overstated the amounts due from Preferred, seeking payment for at least some work not actually performed by 290 and not actually due from Preferred. Further, 290's repeated demands for reimbursement of attorney's fees by Preferred were fraudulent as 290 failed to demonstrate that it actually incurred those attorney's fees for which it sought reimbursement from Preferred.

Taking these findings together, 290 knowingly made multiple false representations of material fact to Preferred for the purpose of inducing Preferred to pay more to 290 than was actually due...

....

Such conduct violates M.G.L. c. 26 § 8G which provides in relevant part:

...

The board, after due notice and hearing, **shall revoke any license issued by it and cancel the registration of any person who pleads guilty to or is convicted of a fraudulent automobile damage report as a result of a court judgment and said license shall not be reinstated or renewed nor shall said person be relicensed.**

....

...

(Emphasis added).

The Board will also review whether such conduct violated the Board's Regulation 212 CMR 2.08 which provides:

(8) Revocation or Suspension of a License. The Board may revoke or suspend any appraiser's license at any time for a period not exceeding one year if the Board finds, after a hearing, that the individual is either not competent or not trustworthy or has committed fraud, deceit, gross negligence, misconduct, or conflict of interest in the preparation of any motor vehicle damage report. The following acts or practices by any appraiser are among those that may be considered as grounds for revocation or suspension of an appraiser's license:

(a) material misrepresentations knowingly or negligently made in an application for a license or for its renewal;

(b) material misrepresentations knowingly or negligently made to an owner of a damaged motor vehicle or to a repair shop regarding the terms or effect of any contract of insurance;

(c) the arrangement of unfair and or unreasonable settlements offered to claimants under collision, limited collision, comprehensive, or property damage liability coverages;

- (d) the causation or facilitation of the overpayment by an insurer of a claim made under collision, limited collision, comprehensive, or property damage liability coverage as a result of an inaccurate appraisal;
- (e) the refusal by any appraiser who owns or is employed by a repair shop to allow an appraiser assigned by an insurer access to that repair shop for the purpose of making an appraisal, supervisory reinspection, or intensified appraisal;
- (f) the commission of any criminal act related to appraisals, or any felonious act, which results in final conviction;
- (g) knowingly preparing an appraisal that itemizes damage to a motor vehicle that does not exist;
- and (h) failure to comply with 212 CMR 2.00.

Chairman Donovan announced that the Board was is in receipt of a request from Mr. Forkuo seeking a delay in the hearing to allow him to prepare a defense to the final findings made against him by Judge Reardon. Chairman Donovan stated that he would consider allowing for the delay and sought input from the Board. Mr. Smith asked Board Legal Counsel Powers whether the appeal process was exhausted because Mr. Forkuo failed to file an appeal within the time required, and Mr. Powers answered that the Board could move forward on the hearing. Board Member Johnson asked Legal Counsel Powers to explain the timeliness requirements of the appeals process. Legal Counsel Powers stated that after a trial is concluded in the Superior Court and the final judgment is entered on the Court's docket, a party to the litigation has thirty-days to file the notice of appeal with the Clerk's Office in the county the case was decided, which is a document stating that the party is appealing the decision with a short description of the parts of the decision the party is appealing, and the document is sent to the other parties in the case. The thirty-day filing requirement is mandatory and if the party does not file the notice of appeal within the thirty-day time frame, the party will not be allowed to have their case heard in the Appeals Court. Chairman Donovan read pertinent portions of the correspondence from Mr. Forkuo and concluded that he was willing to allow the postponement for one last time. Board Member Johnson made a motion to allow for a delay until the next scheduled Board meeting, Board Member Starbard seconded the motion, and the motion passed by a Vote of: 4-0, with Chairman Donovan abstaining.

Submitted for discussion by Board Member Johnson: The rights of members of the general public to have their vehicles inspected by a Massachusetts licensed motor vehicle damage appraiser of their choice and at the location of the damaged motor vehicle, before an insurance company makes an offer to the owner of the motor vehicle declaring the motor vehicle a total loss and orders the motor vehicle moved to a different location.

Chairman Donovan sought an update from Mr. Johnson. Mr. Johnson responded and stated he did not complete the letter and is deciding to whom the letter should be addressed, as there are so many national insurance carriers he finds are in violation of this requirement. Mr. Johnson believed these carriers are coercing their customers into accepting a carrier's request to move the vehicle without an inspection, thereby gaining control over the disposition of the vehicle. Mr. Johnson read a portion of a letter from a carrier and suggested the carrier is threatening the vehicle owner with responsibility for storage charges if they do not allow the carrier to move the vehicle to a place which does not charge a daily storage fee. Mr. Johnson read a portion of a regulation which he felt supported his assertion that the insurance carriers were in violation of Massachusetts law and asked input from other members of the Board. Board Member Starbard

stated that he found it is mostly out of state carriers who utilize call centers, which are the ones seeking to move vehicles prior to an inspection without the vehicle owner's authorization. Mr. Starbard stated these same call center personnel need explanations on other processes as well, including how the supplemental process should work, and dollar limits to complete reports, adding that they usually comply once the process is explained to them.

Next meeting date.

Chairman Donovan asked what day in July the Members of the Board will be available and after some discussion the date of July 12, 2023, was agreed to by the Board.

Other business – reserved for matters the Chair did not reasonably anticipate at the time of the posting of the meeting and agenda.

Mr. Starbard raised the subject of "freelance" appraisers who he described as, appraisers who complete estimates and supplements for auto body shops and do not have a fulltime appraiser in their employ. Many of these auto body shops rely on freelance appraisers to secure their RS Certificate through the Division of Standards, without concern for the need for in-person negotiations on behalf of those shops. Board Member Starbard described the situation where a Lynn shop was closed for repairs and fell far short of their written report made by a freelance appraiser. Board Member Starbard suggested that the Board send a letter to the Division of Standards advising them of the harm caused by multiple auto body shops to list these freelance appraisers on the RS Certificates the Division of Standards is issuing. Board Member Starbard noted that G.L. c. 100A states that the licensed appraiser should be "in the employ" of the licensed auto body shop, but Mr. Starbard questioned whether auto body shops subletting this job complies with the term "in their employ". Board Member Johnson stated that he interpreted the law to mean the appraiser is in fact "in the auto body shop's employ", much like an independent appraiser hired by an insurance carrier is "in their employ". Mr. Starbard disagreed and stated that an insurance company's independent appraiser is present to negotiate with the auto body shop appraiser, and freelance appraisers working for these auto body shops are not. Board Member Johnson noted that these appraisers still need to be held responsible for their actions as licensed appraisers. Mr. Johnson pointed out that the real problem is the unregistered shops, not the freelance licensed appraiser, unless it can be proven the freelance appraiser knew the shop was not making the repairs listed on his report. Mr. Starbard stated that the Board can request the Division of Standards to provide the Board with a definition of "employ". Board Member Johnson suggested that the appraiser should be found in violation if they write an appraisal at an unregistered shop. Mr. Joseph Coyne owner of "Home and Auto Appraisal Bureau" the highly regarded and largest independent appraisal company in New England, asked permission to speak with the Board and Chairman Donovan granted permission. Mr. Coyne stated that, as an appraiser for an insurance carrier, we have a contractual obligation to write an appraisal of damage no matter where the car is, we can't negotiate with the shop. Board Member Starbard stated that the shops are abusing what he saw as a loop-hole in the Division of Standards process. Mr. James Steere of The Hanover Insurance Company asked permission to speak to the Board and Chairman Donovan granted permission. Mr. Steere stated that he found that freelance appraisers are rarely involved in the estimate/supplement process and often are unaware of how their license number is being used beyond obtaining the RS Certificate. In most cases, it's the shop owner writing these reports, not the named appraiser. Mr. Papageorg was recognized by Chairman Donovan and stated that, in most cases the insurance appraiser finds that there is no

licensed shop appraiser to negotiate the supplement with. Board Member Peter Smith pointed out that the reports are written under pains and penalties of perjury and noted this allows for all parties involved to have “skin in the game” and be held accountable. Chairman Donovan asked Mr. Starbard who shut down the unregistered auto body shop in Lynn, and Mr. Starbard answered, the Lynn police, Insurance Fraud Bureau, and the Division of Standards. Chairman Donovan asked whether there is additional information and Mr. Johnson suggested that the current process has been in place since the 1980’s has benefitted insurance carriers and has fostered the increase of “back-yard shops” which do poor quality repair work continue to plague the industry and Mr. Starbard agreed.

Mr. Papageorg asked whether the item from last meeting’s Executive session, a subject which was brought to the Board’s attention more than six months ago, has been resolved. Mr. Papageorg handed to the board paperwork supporting the complainant’s concerns and reminds the Board that the matter involves actions by the licensed appraiser which are suspect. Mr. Papageorg stated that he understood that the matter was forwarded to the Special Investigations Unit for the Division of Insurance, but the person who filed the complaint has not been contacted yet. Mr. Papageorg asked whether the Board can bring the appraiser in to have a discussion with him to disprove the allegation brought against him and Chairman Donovan asked Mr. Powers to respond. Mr. Powers stated that the matter is in the Executive Session.

Executive Session. Chairman Donovan asked Mr. Powers to read the agenda item in its entirety. Mr. Powers agreed and read the following:

Executive session to review complaints filed against licensed motor vehicle damage appraisers. The Board will review several complaints that the Board voted to move to the next step of the Board’s Complaint Procedures out of over 100 complaints filed against motor vehicle damage appraisers brought by the same licensed appraiser who also owns an auto body shop, most of the complaints have been brought against 2 insurance companies and their authorized appraisers. The review by the Board will be conducted in accordance with the Auto Damage Appraiser Licensing Board’s “Complaint Procedures” to determine whether: the Board lacks jurisdiction, the complaints are based on frivolous allegations, lack sufficient evidence, lack legal merit or factual basis, no violation of the regulation is stated, or other basis. During the review, the Board will review and discuss whether the complaints shall be dismissed or whether complaints will proceed to the next step of the ADALB’s Complaint Procedures for the following Complaints: 2022-19, 2022-25, 2022-26, 2022-28, 2022- 29, 2022-36, 2022-88, 2022-96, 2022-97, and 2022-116, 2022-44, 2022-50, and 2022- 54. Such discussion during the executive session is allowed under M.G.L. c. 30A, §21(a)(1) and in accordance with the Office of the Attorney General’s Open Meeting Law (OML) decisions such as Board of Registration in Pharmacy Matter, OML 2013- 58, Department of Public Safety Board of Appeals Matter, OML 2013-104, and Auto Damage Appraisers Licensing Board Matter, OML 2016-6 and Auto Damage Appraisers Licensing Board Matter, OML 2019-50. Section 21(a) states “A public body may meet in executive session only for the following purposes: (1) To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual. The individual to be discussed in such executive session shall be notified in writing by the public body at least 48 hours prior to the proposed executive

session; provided, however, that notification may be waived upon written agreement of the parties. A public body shall hold an open session if the individual involved requests that the session be open. If an executive session is held, such individual shall have the following rights: i. to be present at such executive session during deliberations which involve that individual; ii. to have counsel or a representative of his own choosing present and attending for the purpose of advising the individual and not for the purpose of active participation in the executive session; iii. to speak on his own behalf; and iv. to cause an independent record to be created of said executive session by audio-recording or transcription, at the individual's expense. The rights of an individual set forth in this paragraph are in addition to the rights that he may have from any other source, including, but not limited to, rights under any laws or collective bargaining agreements and the exercise or non-exercise of the individual rights under this section shall not be construed as a waiver of any rights of the individual.

The licensed appraisers have requested the matter be heard in the executive session.

Legal Counsel Powers stated that Chairman Donovan would call for a motion to enter the executive session which would include adjournment in the executive session. Board Member Johnson made the motion, seconded by Board Member Smith, Chairman Donovan called for a roll-call vote and the motion passed by a Vote of: 4-0, with Chairman Donovan abstaining.

After the roll call vote was concluded a member of the audience, who identified himself as Larry Kostant, the owner of Metropolitan Appraisal company, stated that he was scheduled to have his case heard in the executive session but wanted to have it heard in the public session. Legal Counsel Powers stated that if an accused licensed appraiser wants the case heard in the public forum, he can have the complaint heard in the public session, but the motion to adjourn was passed by the Board, and after the complaint that involved Mr. Kostant's company was heard the Board would enter the executive session as voted.

Hearing on Complaint 2022-44.

Thomas Noonan, an independent appraiser working for the Metropolitan Appraisal company introduced himself along with owner Larry Kostant to the Board. Board Member Starbard stated that the complaint hinges on the appraiser's conduct agreeing to only pay \$21. to scan a car and asked Mr. Noonan whether the allegation was correct. Mr. Noonan answered the amount offered was for .5 hours and Board Member Starbard questioned whether the amount was \$21. Mr. Kostant asked permission to be heard and Chairman Donovan granted permission. Mr. Kostant explained that the vehicle in this case was a third-party claim, the loss occurred two years ago when .5 hours for scanning a damaged motor vehicle was generally accepted, as scanning was limited to a simple OBD-2 code reader, not needing an AsTech or Alltell. Mr. Kostant stated that he recognized that things have changed over the last two years and that they currently write post scans in a different manner. Mr. Starbard responded scanning needs high tech equipment and explained his auto body shop has multiple scanning tools and multiple subscriptions, costing thousands of dollars and concluded unless your labor rate is in the \$150 range, I wouldn't turn on the scanners for \$21. Mr. Starbard stated that if it were him, he would make an appointment with the dealer, tow the car to the dealer, get it scanned, tow it back, do the same for the post scan, and then mark up the bills. Mr. Starbard stated that he would not use thousands of dollars of my money and use my technicians, who cost \$50 per hour, and opined

that \$21 for a scan is a joke. Mr. Kostant responded that's why he was there at the Board meeting and thought it helpful for the Board issuing an advisory ruling to inform appraisers, and stated this occurred two years ago, and added that he didn't have a problem approving the rate adopted by the Board. Mr. Kostant pointed out that the invoice provided by the auto body shop included a pre and post scan, was and dated the day before the repairs were started. That led the appraiser to ask how could you do a post scan on a car that wasn't finished? Mr. Kostant stated this shows that the invoice provided by the shop was in fact a false invoice. Mr. Starbard stated, you know the scan must be done because Honda says it has to be done. Mr. Kostant counters that they've addressed the scan when that wrote the time to complete it, the shop, seeking a different method should wait until the repairs to the car have been completed and then request another supplement seeking to change the time written for the sublet work with an honest invoice adding, we have the right to know what's been done when a shop seeks payment for a repair method that differs from what's been written. Mr. Johnson stated that under the Direct Repair program, the appraiser's responsibility is to write an appraisal for the proper repairs to a damaged motor vehicle and if an appraiser writes an appraisal to replace a bumper, and the auto body shop repairs it, the appraiser has no right to know whether the auto body shop did or did not replace the bumper.

After further discussion, Board Member Johnson concluded that the appraiser's explanation did not make sense to him. Board Member Peter Smith asked Mr. Noonan whether there were any items requested by the shop which were not addressed. Mr. Noonan responded that he denied the shop's request to blend a damaged panel, but stated it was addressed during the repair procedure. Mr. Newnan added that he addressed the scanning request with shop's appraiser by letting him know that .5 hours is what they were willing to offer. Mr. Starbard asked where Mr. Newnan got the .5 hours. Mr. Kostant explained that was the normal amount companies were paying and auto body shops were accepting at that time. Board Member Smith summarized Mr. Noonan's response by stating, you addressed all the items requested by the auto body shop and there was not an agreement made by you with the auto body shop to repair the damaged motor vehicle. Mr. Noonan responded that he did and added that his understanding on the manner of blending into adjacent panels made the damaged motor vehicle better than pre-loss condition. Mr. Starbard expressed his disagreement on the proper manner of painting the damage to the motor vehicle and stated the procedure would enhance the damage. Mr. Newnan stated there was pre-existing damage on an adjacent panel and the repair he allowed for recognized that issue. Legal Counsel Powers that the ADALB Regulation states that a motor vehicle damage appraiser must note any prior unrelated damage to the motor vehicle and not appraise for the repair of that damage on the appraisal, the repair of unrelated damage should not be included in the report documenting the loss related damage [212 CMR 2.04(1) (e) Determination of Damage and Cost of Repairs. The appraiser shall specify all damage attributable to the accident, theft, or other incident in question and shall also specify any unrelated damage...]. Chairman Donovan asked what the amount of money in dispute was and Mr. Kostant answered about \$400. Board Member Johnson stated that the amount was \$95, as that represented the difference between what was written for the scans and what was requested by the auto body shop for the scans. Mr. Kostant stated that it was closer to \$120. Mr. Kostant noted that it is understood that if there is a discrepancy between one of his appraisers and an auto body shop, the shop contacts him to seek a resolution. In this case, the auto body shop owner decided to contact the insurance carrier directly, and, thereafter, the auto body shop owner was told to contact Mr. Kostant directly. Mr. Kostant stated he never

heard from the owner of the auto body shop, the fellow refused to contact him, and filed the complaint with the Board. Mr. Kostant stated that if the owner of the auto body shop had contacted him, the problem could have been resolved.

Board Member Johnson stated he saw a failure to negotiate by the appraisers for the insurance carrier. Chairman Donovan seeks a motion. Mr. Johnson stated that he sees there was a violation, failure to negotiate. Chairman Donovan asks if that means Mr. Johnson is seeking to sustain the complaint and Mr. Johnson responded yes. Chairman Donovan requests a second to the motion, but the Board Members engage in further discussion about the issues surrounding the complaint and at the conclusion of the discussion Chairman Donovan stated that there was not a second to Mr. Johnson's motion to sustain the complaint, and requested a motion to dismiss the complaint. Board Member Tracy moved to dismiss the complaint and Board Member Smith seconded the motion. Mr. Starbard stated that he will go along with the motion to dismiss if Mr. Noonan will agree to make the customer whole by paying them for the requested amount of the scans. Mr. Kostant responded by stating that he would pay the difference between the .5 hours and the \$95. Chairman Donovan called for a roll call vote and Board Members Starbard, Tracy, and Smith voted yes, Board Member Johnson vote no, the motion was passed by a Vote of: 3-1, with Chairman Donovan abstaining and the complaint was dismissed. Chairman Donovan stated the Board would go into the executive session.

Executive session to review complaints filed against licensed motor vehicle damage appraisers:

The Board reviewed Complaints: 2022-19, 2022-25, 2022-26, 2022-28, 2022- 29, 2022-36, 2022-88, 2022-96, 2022-97, and 2022-116, 2022-50, and 2022-54.

Complaint 2022-43 and 2022-50:

The appraiser appeared before the Board with a highly regarded expert in Massachusetts Insurance laws, Attorney Lawrence Slotnick of the law firm of Morrison Mahoney LLP. After several question were asked by various Members of the Board of the appraiser, who answered each one of them, Attorney Slotnick succinctly summarized the applicable laws, and requested the Board dismiss the complaints. Chairman Donovan called for a vote, Board Member Peter Smith made a motion to dismiss the complaints, the motion was seconded by Board Member Tracy, and the complaints were dismissed by a Vote of: 3-2 with Board Members Johnson and Starbard voting no and Chairman Donovan abstaining.

Complaint-2022-19, 2022-25, 2022-26, 2022-28, 2022-29, 2022-36, 2022-88, 2022-97, 2022-116, and 2022-54:

The complaints were reviewed by the Board on the written responses that were filed by the appraisers and/or their attorneys and after discussion, Chairman Donovan called for a motion, Board Member Peter Smith made a motion to dismiss all of the complaints, the motion was seconded by Board Member Starbard, and the motion passed by a Vote of: 3-2 with Board Members Starbard and Johnson voting against and Board Members Smith and Tracy in favor along with Chairman Donovan. All of the Complaints were dismissed.

Motion to adjourn:

Chairman Donovan called for a motion to adjourn, the motion was made by Board Member Smith, seconded by Board Member Tracy, and the motion passed by a Vote of: 4-0, with Chairman Donovan abstaining.

Whereupon the Board's business was concluded.

The form of these minutes comports with the requirements of M.G.L. c. 30A, §22(a)